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A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BUCYRUS, OHIO

AND

**AMERICAN FEDERATION OF STATE, COUNTY,
MUNICIPAL EMPLOYEES, LOCAL 1728**

January 1, 2014 through December 31, 2016

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ARTICLE 1
PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Bucyrus, hereinafter referred to as the “Employer” and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 1728, hereinafter referred to as the “Union”.

1.02 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and uninterrupted service to the citizens of the City of Bucyrus; and 4) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion and the procedures set forth herein.

ARTICLE 2
RECOGNITION

2.01 The City hereby recognizes the Union as the sole and exclusive bargaining representative for purposes of bargaining hours, wages and other terms and conditions of employment for all full-time and regular part-time employees of the City employed in Engineering Department, Income Tax Department, Parks and Recreation Department, Custodial Department, Solid Waste, Streets, Waterworks (Water Filtration and Water Distribution), Wastewater, Sewers and Drains, Utilities Department, Vehicle Maintenance and Maintenance Utilities Department, including the following classifications: Administrative Secretary, Custodian, Maintenance Utility I, Maintenance Utility II, Parks Maintenance, Computer Supervisor, Equipment Operator/ Driver, Mechanic, Laborer, Clerk, Serviceman, Skilled Laborer, Chief Operator Class III, Operator in Charge, Laboratory Technician Class III, Operator, Zoning Administrator, Equipment Operator/ Driver/ Floater and Engineering Technician, Certified Mechanic and Group Leader.

2.02 Notwithstanding the provisions of Section 2.01, the bargaining unit shall not include any management-level employees, confidential employees, police department employees, seasonal employees, casual employees, supervisor [as defined in O.R.C. 4117.01(F)] or other employees who are not a public employee. Further, the bargaining unit shall not include the following: the Clerk-Auditor’s Office, Administrator-Income Tax Office, Utility Service Superintendent, Administrative Secretary to the Safety-Service Director, Safety-Service Director, Clerk-Treasurer’s Office, and City Engineer, Superintendent/Wastewater, Superintendent/Water Filtration, Utility Service Superintendent, Administrative Assistant, Law Director Clerk, Telecommunications Coordinator, and Victims’ Advocate/Law Department.

Casual employees are individuals hired at various times throughout the year, normally for specific tasks which do not require employment for more than thirty (30) calendar days.

Seasonal employees are individuals hired to perform some activity during a season, normally limited to twenty four weeks; an example is summer help.

2.03 Any newly created non-supervisory job classification, in any Department of the City may become part of the bargaining unit and subsequently covered by the terms of this Agreement, unless excluded by Article II of this Agreement or by O.R.C. Section 4117.01. The City shall notify the Union within fourteen (14) calendar days of the establishment of any such classification and the parties shall meet for the purpose of determining whether the position shall be included in the bargaining unit. If the parties are unable to agree whether the position is to be included in the bargaining unit, the Union may petition the State Employment Relations Board to seek its inclusion. If any new positions become a part of the bargaining unit, the parties shall meet to negotiate wage rates for these positions. The procedures of Chapter 4117 of the Ohio Revised Code shall apply to these negotiations.

2.04 Excluded classifications may be assigned or be permitted to perform the work which they have traditionally performed.

2.05 The City agrees that the welfare-workfare or similarly categorized workers shall only be permitted to perform work normally performed by bargaining unit employees on a temporary basis, and such use shall not be with the intention of eroding bargaining unit positions.

2.06 Supervisors or other persons shall only perform work normally performed by bargaining unit employees for training, temporary fill in, or assistance purposes, but, in any event, shall not perform overtime work with the intent to eliminate available overtime offered to bargaining unit employee(s).

ARTICLE 3 **CHECKOFF**

3.01 The City will deduct from each pay of each member of the bargaining unit, who in signed writing authorizes it to do so, the required amount as designated by the Union to the City.

3.02 The Union shall notify the City in writing of any increase or decrease in the current dues. Such adjustment in the amount deducted by the City shall be made by the second deduction period following notification.

3.03 The Employer agrees to deduct from the wages of any member of the Union, the PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. (See Appendix A)

3.04 The City shall be relieved from making such deduction upon (1) termination of employment, (2) transfer to a non-bargaining unit position, (3) layoff from a bargaining unit position, (4) unpaid leave of absence or (5) a written request by an employee revoking deduction authorization pursuant to the terms of the Checkoff Card appearing in Appendix I of this Agreement. Monies deducted pursuant to the provisions of this Article shall be remitted to the Union within fifteen (15) calendar days of their deduction. Each remittance shall be accompanied by the following alphabetical list:

1. The employees for which deductions were made, the name and social security number of the employee amount deducted.

2. The name of each employee whose name has been dropped from the prior checkoff list and the reasons for the omission.

3.05 The Union agrees to hold the City harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of dues, to indemnify the City for any liability imposed on it as a result of any such suit, claim or administrative proceeding. For purposes of this Section, the term "City" includes the City of Bucyrus and its various officers and officials, whether elected or appointed.

3.06 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 ninety (90) calendar days.

(B) The ninety-first (91st) calendar day of employment for all current employees who have not completed ninety (90) calendar days of employment as of the effective date of this Agreement.

(C) The ninety-first (91st) calendar day of employment for each employee hired after the effective date of this Agreement.

3.07 Fair-share fee 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 applicable law. Any employee who elects to object or challenge the fair-share fee must serve concurrent, written notice to the Union and the Employer and must proceed through the Union appeal procedure.

3.08 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.

3.09 Both the Employer and the Union intend that this article be lawful in every

respect. 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.

If the Employer, upon consultation with legal counsel determines that a portion of the fair share fee violates legal and/or constitutional requirements, it shall notify the Union. The parties shall meet to resolve this matter within thirty (30) calendar days. If the parties are unable to resolve this issue, the Employer may seek resolution of the disputed provision(s) by filing a declaratory judgment action in the appropriate court.

3.10 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.

3.11 This article constitutes the entire agreement between the Union and the Employer with respect to fair-share fees. All other agreements are hereby rendered void.

ARTICLE 4 **MANAGEMENT RIGHTS**

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

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

ARTICLE 5
NO STRIKE/LOCKOUT

5.01 Neither the Union nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted “sick leave” or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City during the term of this Agreement. A breach of this Section may be grounds for discipline.

5.02 The Union shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the “no-strike” clause.

5.03 In the event of a violation of the “no-strike” clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

5.04 During the term of this Agreement, the City shall not lock-out its employees.

ARTICLE 6
UNION REPRESENTATION

6.01 The Union has provided the City an official roster of its officers and stewards. That roster includes names, Union office, home address, home telephone number and job classification. The City shall be promptly notified in writing of any changes to the roster information.

6.02 Employees selected by the Union to act as Union representatives for the purpose of processing grievances, shall be known as “stewards”. It is understood that the Union will select one steward in each of the following areas: City Hall, filtration, wastewater, service garage, and water distribution (garage). In addition to these five stewards, it is understood that the President of the Union or Vice-President in the President’s absence shall be allowed to serve as a city-wide steward.

6.03 Stewards shall be permitted to process grievances during working hours with no loss of pay upon notification to and approval of the immediate supervisor. If the supervisor denies permission, it will not be arbitrary and said supervisor must give the steward a reasonable alternative time in which to process the grievance, which shall in no case exceed twenty-four (24) hours from the initial notification. Before leaving the work area, the steward shall notify the supervisor and shall notify the supervisor upon return. Before entering a work area other than his/her own, the steward shall notify and obtain the approval of the supervisor that he/she will be in the area and the purpose of his/her business. Union representatives shall be permitted to process grievances during their lunch period.

Stewards shall not lose pay while processing grievances through the grievance procedure, disciplinary matters through the disciplinary process and grievance meetings including arbitration. Only one employee union steward shall be released, with pay, during working hours, for purposes of union representation, in addition to the grievant and the Ohio Council 8 representative.

6.04 The Union's staff representative, upon prior notification and approval of the City's Service/Safety Director, may consult with the employees covered by this Agreement in the assembly area before the start of or at the completion of the day's work or during lunch period. He/she shall also be permitted access only for the purposes of adjusting grievances and assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement.

6.05 In addition to processing grievances and disciplinary action, the Local President and/or designee shall receive a total of seventy-two (72) hours per year paid leave to attend conventions, workshops and other union-sponsored events. In the event the Local President has a designee attend conventions, workshops and/or other union-sponsored events, with the local President, the designee shall seek prior approval to attend from the appropriate superintendent.

6.06 The Union shall be provided a mutually agreed upon place for the purpose of housing union records, in a locked cabinet provided by the Union.

6.07 The City will provide bulletin space for exclusive use by the Union at each major work area (filtration, wastewater, income tax, engineer, service garage, water garage and Utility Department, City Hall copy room) for the posting of Union notices. Posted notices must be signed by a Union officer prior to posting. Any posting lacking the signature of a Union officer shall be promptly removed.

Such postings may include notices of Union recreational and social affairs; notices of Union meetings; Union appointments; notice of Union elections; results of Union elections; legislative reports; reports of committees of the Union; minutes of Union meetings and agreements between the City and the Union. No postings may include derogatory or personal attacks upon City employees, officials of the City, or scandalous or distasteful material. Violation of this section may be grounds for discipline.

6.08 The City agrees to continue to permit the Union to conduct meetings in City facilities, as available.

ARTICLE 7 **CONFORMITY TO LAW**

7.01 This Agreement shall be subject to and subordinated to any applicable present and/or future federal and state laws, including those prohibitions against sexual harassment, sex discrimination and other unlawful discrimination against any individual based on age, sex, race,

color, religion, national origin, ancestry, handicap, political affiliation or membership or non-membership in the Union, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions. All complaints regarding discrimination may be brought directly to the Mayor or Law Director.

7.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

7.03 Upon written request by either party, the parties shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

7.04 Except as otherwise expressly provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code 4117, those civil service laws contained in Revised Code Chapter 124, Sections 124.01 through 124.56, and the provisions of R.C. Section 325.19 shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services, the State Personnel Board of Review and the Civil Service Commission of the City of Bucyrus shall have no authority or jurisdiction as it relates to employees in the bargaining unit and any matter referenced in this Agreement.

ARTICLE 8

LABOR MANAGEMENT COMMITTEE

8.01 The City encourages labor management meetings to discuss issues of concern involving issues that might result in the grievance process. In the interest of sound relations, a joint committee will convene from time to time when mutually agreeable for the purpose of discussing subjects of mutual concern, which are generally not appropriate subjects for formal negotiations. Meetings will be chaired alternatively by a representative from the Union and a representative from the City. Upon mutual prior agreement of the parties, additional persons may participate in the individual Labor-Management meeting.

It shall be the express purpose of this Committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

8.02 For this purpose, a Labor-Management Committee shall be established. The Committee shall consist of the Mayor, the Safety-Service Director, the Law Director and three (3) representatives designated by the Union, not including the AFSCME staff representative. Committee meetings shall be scheduled upon written request by either labor or management and shall be closed to the public. The Labor-Management Committee may be canceled by mutual agreement of the parties. Agenda items will be presented by either side and shall be presented to the Service Director's office at least one week prior to any scheduled meeting so that an Agenda

can be distributed to the participants in advance of the meeting. The agenda will list all the participants for the scheduled meeting. It is not the intent of the parties that Labor-Management Committee meetings be used to bypass normal supervision, and the Union is expected to attempt to work out matters before raising them at Labor-Management Committee meetings. Each party shall respond in writing on those issues to which a response is requested. Pending grievances shall not be appropriate items of discussion pursuant to this Article, unless mutually agreed by the parties otherwise.

8.03 There shall be established a health and safety committee under the auspices of the Labor-Management Committee. The health and safety committee shall be comprised of the Mayor, the Safety/Service Director, the Department Head, and three (3) bargaining unit members named by the Union, one of which may be the Ohio Council 8 Staff Representative.

In the event the Union wishes to address health and safety issues, it shall notify the City in writing, and the parties shall mutually convene a meeting of the health and safety committee. The items in question shall be discussed by the full committee and upon resolution of such, the committee shall draft its recommendations in writing, and such recommendations shall be submitted to the safety committee of Bucyrus City Council.

ARTICLE 9 **SICK LEAVE**

9.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

9.02 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his/her work shift each day he/she is to be absent, unless physically unable to do so. If the absence is anticipated to be more than one day, the Employer shall be so notified, and the employee shall be relieved from calling each day.

9.03 Employees shall accumulate sick leave at the rate of 4.6 hours for every eighty (80) hours worked. Sick leave may be used in initial segments of two (2) hours and hourly thereafter.

9.04 Before an absence may be charged against accumulated sick leave, the Service Director may require such reasonable proof of illness, injury or death as may be satisfactory to him/her, or may require the employee to be examined by a physician designated by the Service Director and paid by the Employer. In any event, an employee absent for more than three (3) consecutive workdays must supply a physician's report to be eligible for paid sick leave, unless waived at the sole discretion of the Service Director. If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave.

9.05 If an employee fails to submit adequate reasonable proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Service Director, at his/her discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Service Director's discretion, be considered an unauthorized leave and shall be without pay. Such policy shall be consistently applied.

9.06 Any abuse, or excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action, up to and including termination.

9.07 The Service Director may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician designated and paid by the Employer, to establish that he/she is not disabled from the performance of his/her duties and that his/her return to duty will not jeopardize the health and safety of other employees. Such policy shall be consistently applied.

9.08 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, or person residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother and sister, grandchildren, stepchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandparent-in-law, person residing with employee and any person who took the place of a natural parent.

9.09 Upon retirement or separation from the city of Bucyrus, an employee may elect to have compensation from the payment of unused vacation or sick leave rolled into their deferred compensation account. All rules, requirements, and conditions of deferred compensation accounts apply here.

9.10 In conformity with the provisions of O.R.C. Section 124.39 any employee hereunder with ten (10) through twenty-four (24) years of service in the employ of the City of Bucyrus who elects to retire shall be entitled to receive in cash at his/her rate of pay at that time one-fourth (1/4) of the value of his/her accrued but unused sick leave credit up to a maximum of two hundred forty (240) hours of accrued but unused sick leave.

Any employee with at least twenty-five (25) years of full-time service to the City of Bucyrus who elects to retire from active service shall be entitled to receive cash at his/her rate of pay at that time, the full value of his/her accrued but unused sick leave credit up to a maximum of 1,320 hours.

Such employee shall have the option of either accepting a lump sum cash settlement at the time of his/her effective retirement date, said sum to be determined by multiplying the number of his/her unused sick leave credit (up to a maximum of 1,320 hours) times his/her current hourly wage rate, ~~or continuing to remain on the City payroll~~ and drawing his/her current wages, without any acceleration, for the period of his/her unused sick leave credit (up to a maximum of 1,320 hours). Notice of election shall be made in writing directed to the payroll clerk of the City

of Bucyrus. For purposes of this section, hourly rates shall be computed based upon a 2,080 hours per year.

Employees hired after January 1, 2014, or employee(s) with less than 960 accumulated sick hours as of January 1, 2015 shall have the option of either accepting a lump sum cash settlement at the time of his/her effective retirement date, said sum to be determined by multiplying the number of his/her unused sick leave credit (up to a maximum of 960 hours) times his/her current hourly wage rate, or continuing to receive bi-weekly pay at his/her current wages, without any acceleration, for the period of his/her unused sick leave credit (up to a maximum of 960 hours). Notice of election shall be made in writing directed to the payroll clerk of the City of Bucyrus. For purposes of this section, hourly rates shall be computed based upon 2,080 hours per year.

Any hours in excess of the above caps may be converted to compensatory time at the ratio of three (3) hours of sick leave for one (1) hour of compensatory time at the time of retirement, to be taken as time off as approved by the Service Director.

9.11 Starting in July of 2007 and annually thereafter, an employee may request the conversion of any hours in excess of the above to compensable sick leave hours at a ratio of three (3) hours sick leave for one (1) hour compensable sick leave. Compensable sick leave hours will then be rolled into the employee's deferred compensation account at the employee's current rate of pay. All rules, requirements, and conditions of deferred compensation accounts will apply here. Depending upon the number of requests for conversion and the judgment of the city as to financial condition, an amount less than that requested may be converted by the City.

9.12 In the event an employee has suffered a catastrophic illness or injury and has exhausted all accrued sick leave, each employee shall have the option of contributing a portion of his/her own accrued sick leave to the affected employee.

Employees who voluntarily donate sick leave may not deplete their sick leave balance below one hundred sixty (160) hours of accrued sick leave and still retain their three (3) additional vacation days for unused sick leave. If an employee wishes to donate sick leave and has less than one hundred sixty (160) hours of accrued sick leave they will forfeit their earned sick days for unused sick leave.

9.13 All full-time employees who have not taken any sick leave during the previous calendar year shall be credited with three additional days of vacation on their anniversary date.

ARTICLE 10 **FUNERAL LEAVE**

10.01 Up to twenty-four (24) hours with pay may be used to attend the funeral of a member of the employee's immediate family. Immediate family, as used in this Article, shall be defined as the employee's parents, spouse, child, brother and sister, grandchildren, stepchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law,

grandparents, grandparent-in-law, person who resides with the employee and any person who took the place of a natural parent. Proof of death and relationship of the deceased shall be furnished at the request of the City.

The City agrees to permit employees to attend the funeral of an employee who, at the time of death, was in active service with the City with no loss of pay.

Up to eight (8) hours may be used to attend the funeral of a member, member's spouse or person living as a spouse, related by consanguinity or affinity.

ARTICLE 11 **INJURY LEAVE**

11.01 When an employee is physically injured while actually working for the Employer and is so disabled as to be absent from work because of the physical injury, such employee will continue to receive his/her regular pay for up to three (3) months without deduction from sick pay, provided, such employee files a claim for Workers' Compensation benefits and assigns any benefits received for that three (3) month period as temporary total disability or temporary partial disability to the City. Injury leave may be extended up to an additional three (3) months at the discretion of the Service-Safety Director.

11.02 Employees who seek injury leave under this Article must provide satisfactory evidence of their injury. If the City disputes the injury leave request or the job-related nature of the injury, the employee may be required to submit to an examination by a physician selected and paid for by the City. If the employee's and City's physicians disagree, these two physicians shall select a third physician to examine the employee. The decision of the third physician shall be final and binding on the parties.

11.03 As a condition of receiving injury leave, the employee must complete an Injured Person's Report of Accident within twenty-four (24) hours (Appendix B), an injury leave form (Appendix C) and file a BWC Worker Compensation form within forty-eight (48) hours of the injury unless he/she is medically unable to do so. (See Appendix D)

11.04 Once an employee has returned to work from the original injury leave once diagnosed as work related, any time used thereafter for examination or therapy resulting from the injury shall not be deductible from the employee's accrued sick leave. However, should Workers' Compensation not approve coverage for such examination or therapy, the employee's sick leave will be deducted.

Such sick leave use shall not apply against any sick leave bonus program if Workers' Compensation has approved such examination or therapy for which sick leave is taken.

ARTICLE 12
TEMPORARY MILITARY LEAVE

12.01 Employees who are members of the Ohio National Guard, the Ohio State Guard, the Ohio Naval Militia, or other reserve components of the armed forces of the United States shall be entitled to leave of absence from their respective duties for such time as they are in such military services on field training or active duty for periods not exceeding thirty-one (31) days in any calendar year.

12.02 If an employee's military pay or compensation during such period of leave of absence is less than his/her City pay would have been for such period, he/she shall be paid by the City the difference in money between the City pay and his/her military pay for such period. In determining such employee's military pay for the purposes of this section, allowances for travel, food and housing shall not be considered. But any other pay or allowance of whatever nature, including longevity pay, shall be considered.

ARTICLE 13
MATERNITY LEAVE

13.01 An employee may use all accumulated sick leave, vacation time, or take a leave of absence without pay for maternity leave. An affected employee may work until delivery, with the approval of her physician and the City, and then utilize the maternity leave. If an employee elects to use sick leave and vacation time, when said employee's paid leave is exhausted, the employee shall be placed on a leave without pay. Maternity leave shall be granted in accordance with the Family Medical Leave Act.

ARTICLE 14
JURY LEAVE

14.01 Any employee who is subpoenaed or otherwise required to serve upon a jury of any court or judicial tribunal, or who is required to attend court as a witness for the City in any proceeding during his/her regularly scheduled working hours shall be paid his/her regular rate of pay during such periods. The employee shall remit to the City Auditor whatever sum is paid to him/her as compensation by the tribunal or court for his/her appearance or service. The employee shall remit a certificate showing evidence that he/she appeared and served as mentioned above to receive the pay for same.

14.02 An employee released from jury duty prior to the end of one-half his/her scheduled workday, shall report to work for the remaining hours.

14.03 In order to be eligible for payment, the employee must notify his/her supervisor within a reasonable time after receipt of notice of selection for jury duty.

ARTICLE 15
UNPAID LEAVES OF ABSENCE

15.01 An employee who has completed his/her probationary period, may be granted a leave of absence without pay because of injury, illness, educational purposes, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer.

15.02 Unpaid leaves of absence of five (5) days or more (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he/she shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within five (5) calendar days from the date the application was made of the approval or disapproval of the leave of absence request for ten (10) calendar days or less. For a leave request in excess of ten (10) calendar days, the employee will be notified within two (2) weeks from the date the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall not accrue any benefits during his/her absence, including seniority. An employee on an unpaid leave of absence for a work related injury shall accrue seniority while on such leave for up to two (2) years.

15.03 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he/she is on leave. Any employee who works for another employer while on leave shall have his/her leave canceled immediately and be subject to disciplinary action.

15.04 When an employee returns to work after a leave of absence, he/she will be assigned to the position which he/she formerly occupied or to a similar position if his/her former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work, as determined at the discretion of the Employer.

15.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

15.06 Employees absent from work without authorization or approval shall be considered on an unauthorized leave. An unauthorized leave for a period of more than three (3) eight (8) hour consecutive working days may, at the Employer's discretion, subject the employee to disciplinary action, including discharge.

ARTICLE 16
VACATIONS

16.01 All full-time members of the bargaining unit who have finished one full year of service shall be entitled to yearly paid vacation according to the following schedule:

Over 1 year	----	10 days
Over 6 years	----	15 days
Over 11 years	----	16 days
Over 12 years	----	17 days
Over 13 years	----	18 days
Over 14 years	----	19 days
Over 15 years	----	20 days
Over 21 years	----	21 days
Over 22 years	----	22 days
Over 23 years	----	23 days
Over 24 years	----	24 days
Over 25 years	----	25 days

16.02 Employees shall select vacation time off, by departmental seniority, between January 1 and January 31 of each year. In the event an employee has not selected vacation pursuant to this Article, his/her vacation time off shall be subject to the approval of the Employer, and on a first come, first served basis, as scheduling, in the discretion of the Employer, shall dictate. Employees requesting vacation leave should have their request approved or denied within 5 business days by a Supervisor. If the employee receives no response, the employee may submit their vacation request to the Service Director or his/her designee and the Service Director or his/her designee shall give the employee an approved or denied response within 2 business days.

16.03 In computing the foregoing vacation time each such year's entitlement shall accrue on a pro-rated pay period basis following completion of full-time service for the full twelve (12) months immediately preceding their City Anniversary service date. An employee may carry over a maximum of ten (10) days accumulated vacation from year to year, with the prior, written approval of the Service Director, in a timely manner, and such approval shall not be unreasonably denied. (See Appendix E) There shall be no accrual of vacation time hereunder for periods of service of less than twelve (12) full months preceding their City Anniversary service date.

16.04 Notwithstanding the above paragraph, not less than fifty percent (50%) of each employee's vacation must be taken off in blocks of not less than one (1) week.

16.05 Any employee separated from the service (resignation, death, retirement, or discharge) shall be compensated in cash for all unused vacation leave accumulated during the year at the regular rate of pay at time of separation.

16.06 An employee shall have the option of selling back to the City his/her accrued

vacation if, and only if, he/she has used two-thirds (2/3) of the accrued vacation in the calendar year preceding his/her anniversary date and has not taken more than two (2) sick days during that calendar year prior to application. Application must be made twenty-one (21) calendar days prior in writing. (See Appendix F)

16.07 Employees shall not accrue vacation beyond four hundred and forty (440) hours except as stated in the next paragraph. Any vacation earned beyond this amount shall be lost. The service director will notify employees when they have accrued 400 hours.

Bargaining unit members shall have the right to accrue vacation in excess of four hundred forty (440) hours only if all of the following have occurred with regard to vacation leave:

- A. The bargaining unit member has submitted proper request to take vacation leave;
- B. The request for vacation leave was denied;
- C. The employee had over 400 hours of vacation in his bank at the time the request was made.

ARTICLE 17 **HOLIDAYS**

17.01 All employees shall receive the following paid holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Seven (7) Personal Holidays

17.02 In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as a holiday; in the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as a holiday, where appropriate.

17.03 Employees scheduled to work on the aforementioned holidays shall receive two (2) times their regular hourly rate, in addition to their regular pay. Such time will be paid in cash, or if requested by the employee, as compensatory time, upon approval of the Employer, and to be taken off within six (6) months, or paid. Employees shall receive premium pay only when working on either the actual holiday or the day on which the holiday is celebrated. No employee will receive holiday pay for both the holiday and the day on which the holiday is celebrated.

17.04 Holidays are not cumulative from year-to-year, and shall be forfeited if not taken

as time off during the year in which they are granted.

Up to twenty-four (24) hours of personal holidays may be taken in four (4) hour increments. Up to sixteen (16) hours of personal holidays may be taken in one (1) hour increments, however, the one (1) hour increments must be the first or last hour of the workday. Time off will be approved on a first come, first serve basis.

17.05 In order to be eligible for the above-paid holidays, the employee must report to work and actually work his/her last regular scheduled workday before the holiday, the first regular scheduled workday after the holiday, and the holiday, if the employee is scheduled to work such holiday, unless excused from work by the Employer. Employees scheduled off on a designated holiday shall receive eight (8) hours holiday pay, or if requested by the employee as compensatory time, upon approval of the Employer, and to be taken off within six (6) months, or paid.

17.06 If an observed holiday is during an employee's vacation, no vacation will be charged for the holiday.

17.07 Personal Holidays may be used to extend a weekend or holiday provided such use does not interfere with the operational needs of the Employer. The employee shall notify the employee's immediate supervisor or the Safety-Service Director of such absence/leave prior to the start of his or her work schedule. The employer (i.e. employee's immediate supervisor or the Safety-Service Director) reserves the right to deny the employee's absence/leave based on the Employer's needs and operations. Failure of an employee to make proper notification may result in denial of the personal leave for the period of absence and may result in appropriate disciplinary actions.

17.08 The seven (7) personal holidays set forth in paragraph 17.01 shall be prorated in accordance with the number of months that employee has been in full-time continuous employment of the City for that calendar year, for any employee commencing or terminating employment, except by reason of service retirement.

The following is the prorated chart:

January 1 through March 31	56 hours personal holiday
April 1 through June 30	48 hours personal holiday
July 1 through September 30	32 hours personal holiday
October 1 through December 31	16 hours personal holiday

Up to twenty-four (24) hours personal leave may be submitted to the Auditor on the last pay period of the year to be bought back by the City at the Employee's current rate of pay.

**ARTICLE 18
WAGES**

18.01 Effective January 1, 2014, employees shall receive wages according to the following schedule:

2.0% increase

<u>Effective January 1, 2014</u>	<u>0-6 Months</u>	<u>7-18 Months</u>	<u>19-30 Months</u>	<u>Over 30 Months</u>
Maintenance Utility 1	\$15.44	\$16.84	\$18.33	\$19.31
Maintenance Utility 2	\$19.41	\$20.91	\$22.57	\$23.54
Park Maintenance	\$12.23	\$16.63	\$17.99	\$18.92
Chief Operator, Class III	\$16.24	\$17.55	\$19.03	\$19.99
Operator in Charge	\$15.35	\$16.55	\$17.76	\$18.85
Lab Technician, Class III	\$15.15	\$16.32	\$17.65	\$18.62
Operator	\$15.15	\$16.32	\$17.65	\$18.62
Certified Mechanic	\$18.44	\$19.60	\$20.56	\$21.61
Serviceman	\$12.23	\$16.84	\$18.33	\$19.31
Equipment Operator/Driver	\$12.23	\$16.84	\$18.33	\$19.31
Mechanic	\$12.64	\$17.30	\$18.71	\$19.68
Skilled Laborer (Water, S/D, Streets)	\$12.23	\$16.63	\$17.99	\$18.92
Laborer (Solid Waste)	\$12.23	\$16.08	\$17.35	\$18.34
Computer Supervisor	\$16.22	\$17.27	\$18.45	\$19.31
Clerk (Billing, Inc Tax, Adm)	\$14.63	\$16.27	\$17.32	\$18.27
Clerical (Part Time)	\$12.23	\$13.14	\$14.15	\$15.10
Custodian	\$12.23	\$16.08	\$17.35	\$18.34
Engineering Technician	\$16.23	\$17.55	\$19.02	\$19.98
Zoning Administrator	\$16.17	\$19.02	\$21.33	\$22.94
Group Leader	\$13.50	\$18.12	\$19.61	\$20.57
Equipment Operator/Driver/Floater	\$12.23	\$16.84	\$18.33	\$19.31
Administrative Secretary	\$14.63	\$16.27	\$17.32	\$18.27

18.02 Effective January 1, 2015, employees shall receive wages according to the following schedule: 2.0% increase

<u>Effective January 1, 2015</u>	<u>0-6 Months</u>	<u>7-18 Months</u>	<u>19-30 Months</u>	<u>Over 30 Months</u>
Maintenance Utility 1	\$15.75	\$17.18	\$18.70	\$19.69
Maintenance Utility 2	\$19.80	\$21.33	\$23.02	\$24.01

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Park Maintenance	\$12.47	\$16.96	\$18.35	\$19.30
Chief Operator, Class III	\$16.56	\$17.91	\$19.41	\$20.39
Operator in Charge	\$15.66	\$16.89	\$18.11	\$19.23
Lab Technician, Class III	\$15.45	\$16.65	\$18.00	\$18.99
Operator	\$15.45	\$16.65	\$18.00	\$18.99
Certified Mechanic	\$18.81	\$20.00	\$20.97	\$22.05
Serviceman	\$12.47	\$17.18	\$18.70	\$19.69
Equipment Operator/Driver	\$12.47	\$17.18	\$18.70	\$19.69
Mechanic	\$12.89	\$17.65	\$19.08	\$20.07
Skilled Laborer (Water, S/D, Streets)	\$12.47	\$16.96	\$18.35	\$19.30
Laborer (Solid Waste)	\$12.47	\$16.40	\$17.70	\$18.71
Computer Supervisor	\$16.54	\$17.61	\$18.82	\$19.69
Clerk (Billing, Inc Tax, Adm)	\$14.92	\$16.59	\$17.67	\$18.63
Clerical (Part Time)	\$12.47	\$13.40	\$14.43	\$15.40
Custodian	\$12.47	\$16.40	\$17.70	\$18.71
Engineering Technician	\$16.55	\$17.91	\$19.40	\$20.38
Zoning Administrator	\$16.49	\$19.40	\$21.75	\$23.40
Group Leader	\$13.77	\$18.48	\$20.01	\$20.98
Equipment Operator/Driver/Floater	\$12.47	\$17.18	\$18.70	\$19.69
Administrative Secretary	\$14.92	\$16.59	\$17.67	\$18.63

18.03 Effective January 1, 2016, employees shall receive wages according to the following schedule: 2% increase

	0-6	7-18	19-30	Over
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>
Effective January 1, 2016				
Maintenance Utility 1	\$16.07	\$17.52	\$19.07	\$20.09
Maintenance Utility 2	\$20.19	\$21.75	\$23.48	\$24.49
Park Maintenance	\$12.72	\$17.30	\$18.72	\$19.69
Chief Operator, Class III	\$16.89	\$18.26	\$19.80	\$20.80
Operator in Charge	\$15.97	\$17.22	\$18.48	\$19.61
Lab Technician, Class III	\$15.76	\$16.98	\$18.36	\$19.37
Operator	\$15.76	\$16.98	\$18.36	\$19.37
Certified Mechanic	\$19.19	\$20.40	\$21.39	\$22.49
Serviceman	\$12.72	\$17.52	\$19.07	\$20.09
Equipment Operator/Driver	\$12.72	\$17.52	\$19.07	\$20.09
Mechanic	\$13.15	\$18.00	\$19.46	\$20.47
Skilled Laborer (Water, S/D, Streets)	\$12.72	\$17.30	\$18.72	\$19.69
Laborer (Solid Waste)	\$12.72	\$16.72	\$18.05	\$19.08
Computer Supervisor	\$16.87	\$17.97	\$19.20	\$20.09
Clerk (Billing, Inc Tax, Adm)	\$15.22	\$16.93	\$18.02	\$19.01

Clerical (Part Time)	\$12.72	\$13.67	\$14.72	\$15.71
Custodian	\$12.72	\$16.72	\$18.05	\$19.08
Engineering Technician	\$16.88	\$18.26	\$19.79	\$20.79
Zoning Administrator	\$16.82	\$19.79	\$22.19	\$23.87
Group Leader	\$14.05	\$18.85	\$20.41	\$21.40
Equipment Operator/Driver/Floater	\$12.72	\$17.52	\$19.07	\$20.09
Administrative Secretary	\$15.22	\$16.93	\$18.02	\$19.01

18.04 Fulltime employees in the Filtration and Sewage Disposal Facilities shall receive an additional thirty-five (.35) per hour for all hours worked on the daily second and third shifts at those facilities.

18.05 Employees shall be paid for each appropriate state certification or License for each month worked in accordance with the below chart. The appropriate amount shall be paid by adding the dollar amount, per certification to the hourly base wage of qualifying employees. If you work in any classification of a below listed department, you will be paid in full for all licenses you hold in that Department. The Departments are as follows, Water Distribution, Sewer and Drains, collections, WTP, WWTP and Vehicle Maintenance. If a classification in a department requires a Class A, the City will pay for the Cost of the CDL license fee and renewal fees. Renewal fees will be paid for Class B CDL License. The City will continue to pay for the cost of the license per year for Mosquito license 10D and Vegetation control license 5A, These job duties will pay the rate of Equipment operator/driver), water and wastewater license, sewer license, water distribution license.

<u>Water Certification (Treatment) Amount</u>	<u>Wastewater</u>	<u>Certification</u>
<u>(Treatment)Amount</u>		
EPA Class I	\$.30/hr.	EPA Class I \$.30/hr.
EPA Class II	\$.60/hr	EPA Class II \$.60/hr
EPA Class III	\$.90/hr.	EPA Class III \$.90/hr.
Full Chemical Certification	\$.50/hr	
Full Bacterial Certification	\$.50/hr	

<u>License</u>	<u>Amount</u>	<u>Total</u>	<u>Water Certification (Distribution)</u>
<u>Amount</u>			
ASE Mechanic Cert 1-3	\$.30/hr.	\$.30	EPA Class I \$.30
ASE Mechanic Cert 4-6	\$.30/hr.	\$.60	EPA Class II \$.60
ASE Mechanic Cert 7-8	\$.30/hr.	\$.90	

<u>Wastewater Certification (Collections) Amount</u>	
EPA Class I	\$.30
EPA Class II	\$.60

18.06 Each fulltime bargaining unit member shall be entitled to fifteen dollars (\$15.00) per month for each three-year period of consecutive employment with the City, with the maximum pay being one hundred fifty dollars (\$150.00) per month. Should the City increase the longevity for City employees those increases will also accrue to the benefit of the bargaining unit members.

18.07 Any operator appointed by the Safety-Service Director as Maintenance Technician, shall be responsible for all non-routine maintenance and repair, and shall receive \$.50 per hour above his/her Operator's wage.

All other operators shall be responsible for routine maintenance and repair in accordance with license requirements.

ARTICLE 19
CONTRIBUTIONS TO THE
PUBLIC EMPLOYEE RETIREMENT SYSTEM OF OHIO

The Employer agrees to make employee contribution to the Public Employees Retirement Systems of Ohio as Follows:

- A. The term "earned compensation: shall mean any and all monies earned by an employee from the City of Bucyrus, for which there is a pension contribution.
- B. For fulltime employees, as defined in Article 18, the employee's portion of the contribution made to the Public Employees Retirement System of Ohio shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Bucyrus as follows:

Effective 7/1/2011	6.5%
Effective 1/1/2012	3.0%
Effective 1/1/2013	0.0%

The provisions of this paragraph shall apply uniformly to employees and no such employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein.

- C. For part-time employees, that portion of an employee's contribution made to the Public Employees Retirement System of Ohio shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the City of Bucyrus as follows:

Effective 7/1/2011	3.25%
Effective 1/1/2012	1.5%
Effective 1/1/2013	0.0%

The provision of this paragraph shall apply uniformly to the employees and no such employee shall have the option to elect a wage increase or other benefit in lieu of payment provided for herein.

D. The City shall, in reporting and making remittances to the Public Employee Retirement System of Ohio, report that each employee's contribution has been made as provided by statute.

E. The City hereby declares that the sum paid hereunder by the City on behalf of an employee, of the employee's earned compensation, is not to be considered additional salary or wages and shall not be treated as increased compensation. For purposes of computing the employee's earnings or basis of his contribution to the Public Employees Retirement System of Ohio, the amount paid by the City on behalf of the employee as a portion of his statutory obligation is intended to be and shall be considered as having been paid by the employee in fulfillment of his statutory obligation. If, at any time, the Public Employee Retirement System of Ohio reduces the employee contribution amount, the City's obligation shall be reduced accordingly with no further requirement to adjust employees' compensation.

ARTICLE 20 **INSURANCE**

20.01 Effective July 1, 2011, The Employer shall pay Eighty-Five percent (85%) of the necessary premiums for the employee health insurance in effect and Employees shall pay Fifteen (15%) of the premium amounts through automatic payroll deduction.

The Employer shall have the right to change insurance carriers or coverage, as necessary, so long as any changes result in comparable coverage. The City shall provide at least thirty (30) days notice to the union prior to implementing any changes in insurance.

In the event that the Employer, during the term of this Agreement provides employees an insurance plan with an HRA funding feature, employees shall be responsible for an amount equal to ten percent (10%) of the appropriate deductible. Deductibles being \$2,000.00 for individual and \$4,000.00 for family coverage.

In the event that the Employer, during the term of this Agreement provides employees an insurance plan with an HSA funding feature, employees shall be responsible for an amount equal to twenty-five percent (25%) of the appropriate deductible. Deductibles being \$2,000.00 for individual and \$4,000.00 for family coverage.

20.02 In those cases where both spouses are employed by the Employer, only one will be eligible for health insurance coverage, which will be the family plan or employee plus one.

20.03 The Employer shall contribute \$55.25 per month to the Ohio AFSCME Care Plan for each employee covered by this Agreement. The following components of the care plan will be afforded:

A.	Dental II	\$26.00
B.	Vision I	\$6.75
C.	Life Insurance I	\$7.50
D.	Prescription Drug	\$15.00
	Total	\$55.25

If any employee wishes to purchase other eye or dental the employee can as long as they pay 100% of the premium. The premium will be deducted by payroll deduction on a monthly basis.

20.04 The parties agree that a joint labor/management Health Insurance Committee shall be established and will be authorized to review and recommend changes to the City's health insurance plan or plans. Any recommendations of the committee must be by consensus. All consensus agreements reached by the committee shall be binding on each participating bargaining unit for the agreed term. The committee shall consist of two (2) members from each participating bargaining unit and two (2) members from management.

20.05 Insurance Opt-Out

Employees opting out of health insurance coverage through the City of Bucyrus shall receive an amount equivalent to what the City would have contributed to the Employee's HSA for that given year. Employees opting out must show verification of alternative health insurance coverage.

The opt-out payment will be paid on July 1 of the year for which the employee is opting out. If the employee has to re-enroll in that same year prior to the next open enrollment period, the employee shall reimburse the City on a pro-rated basis for any money that might be due to the City. This provision shall not apply to those changes where both spouses are employed by the City of Bucyrus.

ARTICLE 21
HOURS OF WORK

21.01 The normal schedule of hours shall consist of eight (8) consecutive hours per day, Monday through Friday. Where there is a continuous seven (7) day a week operation made necessary because of the nature of the work, the normal work week shall consist of eight (8) consecutive hours per day for five (5) consecutive days. An employee's workweek shall commence with his/her first scheduled shift which begins after 12:01 a.m. on Saturday. Employees working in continuous operations shall be scheduled for two (2) consecutive days off which may be other than Saturday and Sunday. All other employee's normal days off shall be Saturday and Sunday. The appointing authority may consider alternative work schedules or flex schedules on an individual basis based on department needs and the desires of the employees. Employees shall be considered fulltime employees when they are routinely scheduled to work a

thirty-two (32) hour or more work week.

21.02 Employees shall be allotted two rest periods per day not to exceed fifteen (15) minutes each at the location of, or at a location proximate to, current work. Except in unusual circumstances, the City shall schedule one rest period during the first half of the workday and the second during the second half of the workday.

21.03 Employees in the continuous shift operations shall have a paid meal period not to exceed thirty (30) minutes and shall remain on duty during the meal period. Employees in the Water Distribution, Waste Water Treatment, Solid Waste, Street Department, Sewer Distribution, Parks/Maintenance, and Mechanic shall have a unpaid meal period not to exceed sixty (60) minutes and this time shall include all clean up time. Employees during the paid meal period shall remain on duty and shall not be engaged in any personal business whatsoever. Employees in the Utility Department, Custodian, Utility Maintenance, Engineering Technician, Administrative Clerk, Zoning Administrator, Income Tax Department shall have an unpaid meal period not to exceed sixty (60) minutes. Meal periods shall be scheduled, unless the operation requires otherwise, as close as possible to the middle of the shift.

21.04 Any employee called in to work when he/she is otherwise not scheduled shall receive a minimum of two (2) hours compensation for work at the appropriate rate, as set forth, herein, above. This provision shall be applicable to the extent that such call-in time does not abut, or overlap, the employee's regular work shift. This provision shall not be used to alter employees' normal work schedules.

21.05 An employee reporting for work at his/her regularly scheduled work time shall receive two (2) hours of pay or two (2) hours of work.

The Employer shall have the sole discretion to place employees on standby. In the event an employee is placed on standby, he/she shall be paid as follows:

- A. An employee on standby for a sixteen (16) hour period shall be paid two (2) hours pay at the employee's regular rate of compensation.
- B. An employee on standby for a twenty-four (24) hour period shall be paid three (3) hours pay at the employee's regular rate of compensation.

21.06 If an employee is unable to report to work on time because of hazardous conditions, the City may allow the employee to use paid leave, if available, for time missed of one (1) hour or more, in one (1) hour increments. If the city closes due to a level three snow emergency as declared by the county sheriff or if determined by the mayor the employees will be compensated at their regular rate of pay for all hours he/she would have normally used.

21.07 The City shall not modify current shift schedules on a non-temporary basis prior to giving employees written notices of not less than seven (7) workdays for non-continuous operations and fourteen (14) calendar days for continuous operations. Non-temporary shall be defined, for this Article, as not less than six (6) months duration.

21.08 The appointing authority may determine to implement a work schedule consisting of four (4) ten (10) hour days per week on a department-wide basis for operational reasons. If the City intends to implement such a schedule it must provide the affected employees with a fourteen (14) calendar day advance notification. The City will meet with the Union to discuss this change upon request. For purposes of employees working this schedule, overtime shall be paid for all hours worked in excess of ten (10) hours in a work day or forty (40) hours in a workweek.

The four (4) ten (10) hour days shall be consecutive with three (3) days off. When a holiday falls within a workweek that employees are working the four (4) day ten (10) hour schedule, the employees will revert back to the normal eight (8) hour schedule for that week.

An appointing authority may require some employees within a department to work four (4) ten (10) hour days in a workweek. The appointing authority shall determine the classifications that will work this schedule. This schedule shall be offered to employees in the selected classifications based on department seniority. If an insufficient number of employees desire to participate in this schedule, the appointing authority may assign employees with the least department seniority.

ARTICLE 22 **OVERTIME**

22.01 Employees shall receive at least time and one-half for all requested hours worked (all requested consecutive hours for swing shift) in excess of eight (8) hours in one day, or for all requested hours worked in excess of forty (40) hours in one (1) week. For purposes of overtime, the workday begins at 12:01 a.m. and ends the following morning at 12:00 midnight. (See Appendix G, Request for Overtime Form)

Employees shall receive time and one-half for all hours worked on the sixth day and seventh day of the workweek.

There shall be no duplication or pyramiding of overtime payments involving the same hours of work.

Compensatory Time - In lieu of overtime pay, an employee may request compensatory time at the rate of at least time and one-half or double time whichever is appropriate for the hours of overtime actually worked; provided that compensatory time off must be scheduled, and approved. Compensatory time shall be granted in increments of not less than one (1) hour each that must be taken the first or last hour of the work day. Employees may accrue up to one hundred sixty (160) hours of compensatory time. All compensatory time in excess of one hundred sixty (160) hours will be paid at the appropriate rate.

Approval will not be arbitrarily denied and an alternate time will be mutually agreed upon by the

employee and the supervisor.

ARTICLE 23
EQUALIZATION OF OVERTIME

23.01 The Employer will distribute overtime work in a fair and equitable manner, within the Department, by classification providing that such attempts do not impair the orderly and efficient operation of the affected department.

When a temporary transfer (pursuant to Article 24, Temporary Transfer) takes place on overtime, the Employer will offer the overtime to all employees in the department the transfer is coming from prior to offering the overtime to another Department.

23.02 The Employer will fill its overtime needs in the following manner. Overtime work shall be assigned to those individuals the Employer, in its discretion, determines are necessary to adequately and efficiently perform the work. In the event an insufficient number of employees, as set forth above, are available, additional employees may be offered the overtime pursuant to the overtime roster. Issue specific needs will be addressed by utilizing available personnel within that work area group.

23.03 Any annual record of the overtime hours worked by such employees shall be kept on a list and displayed within the employee reporting area. Overtime hours shall be recorded on this list as soon as practical after the employee(s) works the hours. An employee who is offered overtime work and for any reason refuses or fails to work the overtime, shall, for the purposes of overtime equalization, be credited with the overtime hours as if he/she had worked the hours. Employee(s) who are unavailable to be contacted by phone shall be treated similarly. (See Appendix O) Overtime earned outside of a Department will not be charged on the Departmental overtime list.

23.04 For purposes of this Article only, an employee who has reported off for any reason on a day when overtime hours are offered shall not be offered overtime hours on those instant days or be charged the hours actually worked by the employee who filled the overtime opportunity.

23.05 Any employee who desires not to be called for regular overtime will notify the employer within the first two (2) weeks of January of each year of the contract.

Notification under this Section shall not relieve employees of mandatory overtime obligations as may be required by the Employer.

ARTICLE 24
TEMPORARY TRANSFERS

24.01 The City may transfer any employee from one job classification to another job classification within the bargaining unit, either within the same department or to another department so long as such transfer does not exceed thirty (30) calendar days. The temporary transfer shall be offered to qualified employees at the Employer's discretion, based on department seniority. So long as that seniority does not result in an automatic requirement for an additional transfer. If an insufficient number of employees accept the temporary transfer, the Employer may require qualified employees at its discretion, with the least amount of department seniority to be transferred so long as such transfer does not result in additional transfers in the Department that is requiring the transfer. An employee who has not completed his/her probationary period can be temporary transferred. Prior to or at the time the transfer is offered, the Employer will inform the employee what classification he/she is being transferred to.

24.02 An employee who is temporarily assigned for any reason to a job classification with the rate of pay lower than the rate of pay he/she is regularly paid, shall receive his/her regular rate for all time worked in such position. Any employee who performs work at a higher classification shall be paid the rate of the higher classification for all full hours worked, commencing with the first full hour, and thereafter in quarter hour increments.

24.03 The City agrees that it will not arbitrarily transfer employees out of their assigned classification.

ARTICLE 25
PROBATIONARY PERIOD

25.01 The probationary period for all newly hired employees shall not exceed one hundred eighty (180) calendar days. Newly hired employees shall have no seniority, except for purposes of lay-off, during probationary periods, however, upon completion of the probationary period, seniority shall start from date of hire.

Newly hired employees cannot bid on any other job position until they successfully complete their probationary period.

25.02 The promotional probationary period shall not exceed thirty (30) calendar days. A promoted employee may return to their previously held classification during the probationary period at the employee's discretion.

25.03 The Employer shall have the discretion to discipline or discharge newly hired probationary employees and any such appeal shall not be appealable through any Grievance or Arbitration Procedure herein contained or through the Civil Service Commission. The Employer shall have the discretion to reduce promotional probationary employees to their previous position and any such action shall be filed at the Service-Safety Director step.

ARTICLE 26
SENIORITY

26.01 City Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A new hire probationary employee shall have no seniority, except for purposes of lay-off, until he/she satisfactorily completes the probationary period which will be added to his/her total length of continuous employment. A new hire is defined as a person hired outside of current City employment.

Any employee coming into full-time employment from outside the AFSCME Union and hired into an AFSCME position, all former City service would be counted for purpose of sick leave, unpaid leaves absence, holiday and longevity pay. Vacation time will be based on City service time. Only service within AFSCME bargaining unit would be considered for purposes of seniority, layoff and recall, vacancies and job postings and wage steps.

26.02 Departmental Seniority is defined as the length of continuous service from the first day of most recent permanent employment in the department. For purposes of this Agreement department shall include: Water Filtration, Wastewater, Water Distribution, Vehicle Maintenance, Sewers & Drains, Solid Waste, Street Department, Custodial, Maintenance/Utility, Income Tax Department, Engineer's Department, and Utility Department.

26.03 Classification Seniority is defined as length of continuous service from the first day of most recent permanent employment in the classification.

26.04 An employee's seniority shall be terminated when one or more of the following occur:

- a) He/she resigns;
- b) He/she is discharged for just cause;
- c) He/she is laid-off for a period of time exceeding thirty six (36) months;
- d) He/she retires;
- e) He/she fails to report for work for more than three (3) working days without having given the Employer advance notice of his/her pending absence, unless he/she is physically unable to do so as certified by the appropriate authority;
- f) He/she becomes unable to perform his/her job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him/her;
- g) He/she refuses recall or fails to report to work within ten (10) working days from the date the Employer sends the employee a recall notice by

certified mail. Employees scheduled for lay-off shall be given a minimum of ten (10) working days advance notice of lay-off. All lay-off notices shall include the reason for lay-off and be sent to the employees most recent address on City records by Certified Mail, return receipt requested.

26.05 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

26.06 The City annually shall provide the Union a list showing each bargaining unit member's most recent date of hire, rate of pay, and classification annually. The City also shall notify the Union of any permanent changes to such information. Failure of the Union to notify the City in writing within thirty (30) calendar days after receipt, of any disputes regarding information provided it by the City under this section waives any further grievance. If the Union still disagrees with the information after the City responds to timely notice, it may initiate a grievance at Step 2 of the Grievance Procedure within one calendar week of the City's response.

26.07 For any employee hired subsequent to January 1, 2000, prior service with any political subdivision of the State of Ohio, including the State of Ohio, shall not be used in determining seniority for any purposes under this Agreement.

26.08 For the purposes of this Article, employees with part-time service with the City, in the AFSCME bargaining unit, shall have such service prorated to the nearest one-quarter of a year of service based on hours worked.

ARTICLE 27

LAY-OFF AND RECALL

27.01 Where, because of lack of work, lack of funds or the abolishment of positions, as defined in Revised Code 124.321, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth, below.

27.02 Employee(s) within the affected classifications shall be laid off according to their City seniority, within the bargaining unit, with the least senior being laid off first, providing that all temporary, seasonal, G.A., court appointed, casual, part-time and probationary employees within the affected classification are laid off first. The Employer agrees to abide by all federal and state rules and regulations with regard to welfare and G.A. workers as they may relate to a layoff.

27.03 Employee(s) who are laid off from one classification may displace (bump) another employee(s) with lesser seniority within the City. The City of Bucyrus Bumping form is to be used to notify the City of an employee(s) anticipated bump.

27.04 Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority.

27.05 In all cases where an employee is exercising his/her seniority to displace (bump) another employee, his/her right to displace (bump) is subject to the conditions that he/she can qualify for the position and be able to perform the functions and duties of the classification into which he/she is attempting to displace (bump), at the discretion of the Employer. The employee shall have sixty (60) days to obtain any needed qualification, for example CDL, GED, and ect.

27.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.

27.07 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his/her right to recall for twenty-four (24) months from the date of his/her lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by Certified Mail, return receipt requested. An employee who refuses recall or does not report to work within seven (7) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his/her position and forfeits all rights to employment with the Employer. An employee who notifies the City of his/her intention to return to work may be allowed to report more than seven (7) calendar days after notice, if acceptable to the City.

27.08 Employees scheduled for lay-off shall be given a minimum of seven (7) calendar days advance notice of lay-off. All lay-off notices shall include the reason for lay-off and be sent to the employees most recent address on City records by Certified Mail, return receipt requested.

27.09 If a lay-off of bargaining unit employees is anticipated, the City shall notify the Union and affected employees, in writing, of the impending lay-off at least thirty (30) calendar days prior to the effective date of the lay-off. Upon request of the Union, the City, at its discretion may meet to discuss averting the lay-off. Any employee who is notified of an anticipated lay-off shall notify the City and Union within ten (10) working days from the day of their notification of where they will bump if the lay-off does occur.

27.10 As long as an employee is on the recall list, he/she shall be entitled to insurance coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

ARTICLE 28

VACANCIES AND JOB POSTINGS

28.01 When a job vacancy or vacancies occur or are anticipated to occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of seven (7) calendar days. The announcement shall contain the job title of the vacancy, a brief job description which shall include the combination of skills, training and experience required to perform the work, the rate of pay, shift and the date of the posting and bid deadline date.

28.02 Any employee wishing to apply for the posted vacancy must submit his/her application in writing to the Service Director's office or, when appropriate, the Auditor by the end of the posting period in order to be considered for the position. (See Appendix H)

28.03 The vacancy, if filled, shall be awarded to the employee applicant with the combination of skills, training and experience which best meets the requirements of the vacant position. Where the skill, training and experience of two or more employee applicants is equal, then department seniority within the department of the posted vacancy shall govern. If no one within the department applies or if no one within the department possesses the necessary combination of skills, training and experience, then City seniority shall govern or the Employer may hire from outside the bargaining unit. An employee applying for a vacancy must possess the minimum qualifications for the job at the time of posting to be eligible to fill the vacancy. Any skills, training, or experience other than those contained in the job description must be approved by the Union prior to posting for the vacancy.

The Employer shall notify all unsuccessful applicants and the Union in writing of the reason that they were not selected. The City will notify the Union and the successful applicant of their selection in writing.

28.04 The effective date of the promotion shall be as soon as possible, but no later than ninety (90) calendar days after the close of posting or the time the vacancy occurs, whichever is later. Once the selection has been made, the Employer will notify all applicants and the Union President, or his/her designee, of the selection, including name, seniority date, new classification, pay rate and effective date of change of position.

28.05 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, pursuant to Article 21, Temporary Transfers, from the bargaining unit for a period of time, not to exceed ninety (90) calendar days, pending the Employer's determination to fill the vacancy on a permanent basis. The employee shall have sixty (60) days to obtain any needed qualifications, for example CDL, GED, etc.

28.06 An employee who is awarded a new job title or a newly created classification shall be required to satisfactorily complete a thirty (30) calendar day probationary period. If, during the probationary period it is determined, at the Employer's discretion, that the employee cannot satisfactorily perform the new job, he/she shall be returned to his/her previously held position at his/her prior rate of pay. Upon the recommendation of the employee's supervisor or the determination of the Employer, after consulting with the Union, an employee's probation period may be extended for up to an additional sixty (60) days. At any time during the probationary period, the employee can return to his/her prior position.

28.07 If no applications are received or if the Employer determines that none of the applicants are qualified for the job, pursuant to Section 25.03, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

28.08 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his/her existing position.

If the Employer creates a new bargaining unit job description, or alters an existing bargaining unit job description, it will submit such description to the Union for review at least fifteen days prior to the implementation date. Upon request by the Union, the parties will meet and discuss the job description and/or the implementation of any changes to other unit descriptions.

ARTICLE 29
DISCIPLINE

29.01 A non-probationary employee who is issued discipline shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the Disciplinary Procedure herein contained. (See Appendix K)

29.02 Disciplinary action taken by the Employer shall only be for just cause, and normally shall be taken in a progressive manner; however, if the conduct of any employee so warrants, one or more steps of the progression may be omitted. Progressive discipline shall include one or more applications of the following:

1. informal conference;
2. written reprimand;
3. suspension;
4. discharge.

Any notations of verbal discipline, written discipline, and/or counseling will be placed in a sealed file with access granted to the City's Law director and/or the current serving Mayor after a period of one (1) year, and any discipline resulting in a suspension shall be placed in a sealed file with access granted to the City's Law director and/or the current serving Mayor after a period of two (2) years

29.03 Any disciplinary action may only be appealed and processed in accordance with the Disciplinary Procedure herein contained.

ARTICLE 30
DISCIPLINARY PROCEDURE

30.01 This procedure shall only apply to all employees who have successfully completed their new hire probationary period.

30.02 All employees shall have the following rights:

- A. An employee shall be only entitled to union representation at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during

questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least fourteen (14) calendar days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

- C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages, or working conditions as the result of the exercise of his/her rights under this procedure.

30.03 An employee may resign following the service of a Notice of Discipline and such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment will be terminated. The final event(s) precipitating such resignation will be placed in a sealed file with access granted to the City's Law director and/or the current serving Mayor.

30.04 Discipline shall be imposed only for just cause. The specific acts (including but not limited to violation of Work Rules) for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

30.05 Discipline shall not be implemented until after the pre-disciplinary conference has taken place and the Mayor, Safety Service Director or, when appropriate, the Auditor has ruled.

30.06 In the event that an employee is to be given disciplinary action for behavior which is of such nature as to call for removal, suspension or demotion, a predisciplinary conference between the employee and the Safety Director will be arranged. This conference will take place no earlier than twenty-four (24) hours from the time the employee is notified. The conference must take place within ten (10) working days of the day, of the incident, that gave rise for the conference. If the employee desires the presence of a union steward or representative at the conference, the employee shall notify the grievance representative and sufficient time shall be granted, not to exceed ten (10) days, to allow for appropriate representation. When the nature of the offense is such that immediate disciplinary action is required, the Employer is not prohibited from taking immediate action by this provision.

Prior to a predisciplinary conference, the employee shall be provided a written statement outlining the nature of the violations and charges against him/her. The purpose of the notification shall be to give the employee notice of the charges and have the opportunity to respond. The notice of a predisciplinary conference shall also contain the date, time, and place of the predisciplinary conference. The employee or his/her representative may waive the right to a predisciplinary conference.

30.07 The Notice of Discipline shall be served on the employee within seven (7) calendar days of the conclusion of the pre-disciplinary conference.

30.08 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority, the Union and the employee(s) involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee and the Union for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before the meeting that he/she is entitled to representation by the Union.
- B. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within thirty (30) calendar days from receipt of the Notice of Discipline.

30.09 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and the Union. All subsequent appeal rights shall be deemed waived. The parties agree to expedite the process for termination.

30.10 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative. A settlement entered into by an employee shall be final and binding on all parties and shall not be in conflict with this Agreement. The Union shall be notified of all settlements. The settlement of a disciplinary matter may, in the sole discretion of the Employer, include a "last chance agreement". The terms of any such agreement shall be set forth therein. It is understood by the parties that there is no obligation imposed upon the Employer in regard to proposing such an agreement and the determination of the Employer in that regard is not subject to grievance or other appeal by the employee or by the Union.

30.11 An employee may be suspended with pay at any time during the process, if the appointing authority determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. Disciplinary action may be imposed subsequent to the predisciplinary conference. Any discipline in the form of a suspension or termination may be imposed only by the Safety-Service Director or Mayor.

30.12 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

30.13 Any notations of verbal discipline, written discipline, and/or counseling will be placed in a sealed file with access granted to the City's Law director and/or the current serving Mayor after a period of one (1) year, and any discipline resulting in a suspension shall be placed in a sealed

file with access granted to the City's Law director and/or the current serving Mayor after a period of two (2) years

ARTICLE 31
GRIEVANCE PROCEDURE

31.01 A grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific provisions of this Agreement.

The grievance procedure specifically limits the process of review, appeal, or grievance (as defined above) and redress to the grievance procedure herein, and the bargaining unit employees waive any right to appeal or review to the State Personnel Board of Review or Civil Service Commission regarding the terms of this Agreement. This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.

31.02 If a grievance involves an alleged violation of the provisions of the Agreement that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, and the Union determines to refer the grievance to arbitration, the employee(s) involved shall sign a written waiver of their right to appeal to EEOC or the OCRC. If such a waiver is not signed within fourteen (14) calendar days of the date the grievance was referred to arbitration, the Union shall either amend the grievance withdrawing the alleged violation as appealable under EEOC or OCRC or withdraw the grievance.

31.03 All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step.

An employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced by the Union to the next step in the grievance procedure.

All time limits on grievances may be waived or extended upon mutual written consent of both parties.

Each grievance processed under the above procedure shall be initiated at the level where the action being aggrieved occurred, unless another initiating point for a specific grievance is set forth in this Agreement.

31.04 A grievance may be brought by an employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth each employee to be included in the group

calendar days after the initiating of Step 2 appeal. If the grievance is not settled at the Step 2 meeting, the Safety-Service Director or his/her designee shall give a written answer to the Local president and the employee within seven (7) calendar days of the meeting.

STEP 3 If the grievance is not satisfactorily settled at Step 2, the Union may request that the grievance be submitted to arbitration. A request for arbitration must be submitted within thirty (30) calendar days following the Safety-Service Director's reply to the grievance at Step 2.

Upon receipt of a request to arbitrate, the Union shall submit a request to the FMCS requesting a list of nine (9) impartial arbitrators, this shall be within sixty (60) calendar days from the submission of the request to arbitrate. The parties shall select a single Arbitrator from the list. Either party shall have the right to reject one list before selecting an Arbitrator. The Arbitrator will be selected by the alternate striking by each party of an Arbitrator upon the list until one name is left. The Employer shall be the first to strike a name during the first selection process; the Union shall strike first in the next selection process; and the parties shall alternate thereafter.

At least twenty-four (24) hours prior to the arbitration hearing, the parties agree to submit, in writing, either a joint statement of the issue(s), or independent statements of the issue(s) being presented. The Arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the specific Articles and Section of this Agreement as they apply to the specific evidence and issues submitted and he/she shall be without power or authority to make any decision.

1. Contrary to or inconsistent with or modifying, amending, adding to, subtracting from, or varying in any way the terms of this Agreement or applicable law;
2. Concerning the establishment of wage rates not negotiated as part of this Agreement, except as otherwise provided in this Agreement.
3. Granting any right or relief on any alleged grievance occurring at any time other than during the contract period or any extension thereof.

The decision of the Arbitrator resulting from any arbitration of grievances hereunder shall be in writing and shall be final and binding, subject to the provisions of the Ohio Revised Code as it relates to arbitration.

The expenses of any non-employee witness shall be borne, if at all, by the party calling them. 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 transcript.

The cost of the services of the Arbitrator shall be borne by the losing party. If the arbitrator does not grant the relief requested, as stated in the grievance, the cost of arbitration services will be borne equally by the parties. However, each party is responsible for its own costs, transcript fees, or representation fees.

The Arbitrator shall be requested to submit a total accounting for the fees and expenses of arbitration.

grievance. All employees set forth in such grievance are bound by the outcome.

A Union steward having an individual grievance may ask any steward or Union officer to assist in adjusting the grievance.

Bargaining unit employees have the right to present grievances at the first step and have them adjusted, without representation by the Union, as long as adjustment is not inconsistent with the terms of this Agreement, and as long as the Union is present at all grievance meetings, and is made aware of the answer for any settlement reached. No settlement agreements or grievance answers reached in cases where employees have filed grievances without Union representation shall be binding on the Union or any other employee unless the Union is party to the Agreement.

31.05 All written grievances must be filed using the grievance form mutually agreed to by the Union and the Employer. (See Appendix I)

Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the approximate time and place where the alleged events or conditions constituting the grievance took place; the identity of the party (if any) responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Any grievance not containing the necessary information shall be returned to the grievant with an explanation of which information the grievance is lacking. The grievant shall have five (5) calendar days in which to provide the additional information.

31.06 The following steps shall be followed in the processing of a grievance:

STEP 1 The grievance shall have seven (7) calendar days from the occurrence of the event(s) that gave rise to the grievance or seven (7) calendar days from the time the grievant reasonably should have become aware of the event(s) that gave rise to the grievance, to file the grievance with the immediate supervisor. Upon being notified that a grievance has been filed at Step 1 of this procedure, a meeting shall be held between the grievant, the steward, the immediate supervisor. In the event the meeting is not held within six (6) calendar days as listed above, the Union will notify the Safety-Service Director, at which point, the Safety-Service Director will see that the meeting will occur in twenty-four (24) hours of the same. At said meeting, the Union will give copies of the grievance and all relevant information pertaining to the same to the Employer. The immediate supervisor shall provide a written response to the grievant and the steward within seven (7) calendar days of the meeting.

STEP 2 If the answer of the immediate supervisor is not satisfactory or is not timely, the grievant or Union may appeal the answer of the immediate supervisor to the Safety-Service Director within seven (7) calendar days of the date the answer was received or should have been received. The grievance shall be considered at the meeting of the joint grievance committee, (which shall consist of the local president, one (1) employee designee of the Union, and/or a staff representative, and the Safety-Service Director and/or his/her designated representatives), which shall be scheduled by the Safety-Service Director not less than five (5) nor more than twenty (20)

The Arbitrator shall be requested to render his/her decision as quickly as reasonably possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

31.07 If the Arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Employer's payroll, the amount so awarded shall be less any unemployment compensation or earned wages from any other state, county or municipal agency, and shall not include the assumption that an employee would have worked overtime during the period of separation from the Employer's payroll.

31.08 All grievance settlements reached by the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union, and employee(s). A grievance may be withdrawn by the Union at any time during any step of the grievance and arbitration procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

31.09 All procedures relevant to the arbitrator's hearings shall be in accordance with the rules and regulations of the FMCS.

The processing of grievances, the investigation, interviews and documents requested, in regards to the grievance procedure may be conducted during working hours.

31.10 The parties agree that they may utilize the services of a mediator in the future to resolve pending grievances. The use of a mediator for such purpose shall be mutual agreement of the parties as to an identified grievance or grievances and according to procedures mutually agreed to in writing in advance of the mediation process. The Union and the City shall meet periodically to attempt to resolve matters prior to mediation or arbitration.

ARTICLE 32 **HEALTH AND SAFETY**

32.01 Occupational health and safety is the mutual concern of the City, the Union, and employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. The Employer and employees shall comply with applicable Federal, State and local safety laws, rules and regulations.

32.02 All employees shall report promptly unsafe conditions related to physical plant, tool and equipment to their supervisor in writing. If the supervisor does not address the problem, in a twenty-four hour operation, within twenty-four (24) hours of receiving the report, or one work day in all other operations, the matter should then be reported to the Safety-Service Director. In such event, the employee shall not be disciplined for reporting these matters to these persons. Employees assigned as safety officers shall be required to issue a report concerning any safety problem to the appropriate supervisor and the Safety Service Director.

An employee shall not be disciplined for, in the Employer's discretion, a good faith refusal to engage in an unusually unsafe or dangerous act or practice. Such a refusal shall be immediately reported to the Safety-Service Director.

32.03 All employees shall have access to information, as available, on all toxic substances in the work place pursuant to current O.S.H.A. regulations and Public Employees Risk Reduction Act ORC 4167.

32.04 The City will make a good faith effort to provide alternative, comparable work and pay to a pregnant employee upon a doctor's recommendation.

32.05 The City and the Union shall address health and safety concerns pursuant to the Labor-Management Committee provisions. The committee shall establish rules and a mechanism to coordinate the efforts of the Committee.

32.06 All vehicles and/or equipment that are operated by employees shall be inspected as needed by the employee responsible for the vehicle and/or equipment. The employee will notify the immediate supervisor, using the attached form (Appendix J), of any damage and/or unsafe conditions that exist at the time of the inspection. The immediate supervisor will make arrangements to have the vehicle and/or equipment repaired. No vehicles and/or equipment will be assigned to be operated if an unsafe condition exists. Any deficiencies revealed by such inspection shall be corrected in a timely manner by the City.

32.07 Employees shall receive reimbursement for eyeglasses worn by the employee, destroyed in the line of duty, as determined by the Employer, as follows:

- A. Eyeglasses – up to \$200.00
- B. Contacts – Cost of replacement up to a maximum of \$200.00

32.08 The City will supply and pay for all required safety gear and equipment.

32.09 Employees regularly working outside shall not be required to perform such work in inclement weather except in emergency situations. The Mayor or Safety-Service Director shall make the determination. In the event of inclement weather, the City may provide additional breaks, suspend work or modify the work schedule as determined by the Mayor or Safety-Service Director.

ARTICLE 33 **SUBCONTRACTING**

33.01 The Employer reserves the right to subcontract work which requires a degree of specialization not present in the bargaining unit, or is of such an extensive nature that, in the Employer's discretion, performance by bargaining unit members is impractical.

However, where the City of Bucyrus cannot perform the work which has been or is being

performed by bargaining unit employees because of excessive cost, subcontracting will be allowed. In determining excessive cost, consideration shall be given that the work to the subcontracted would be performed at the appropriate prevailing wage rates when required by the applicable statutes. Copies of bids or estimates shall be furnished to the Union.

The City agrees that all such contracts for work or services shall be discussed with the Union prior to awarding of the contract. The Union and the City will be permitted fourteen (14) calendar days to agree to any work rule or other changes which will make performance of the work with its employees competitive. If this results in the City being able to perform the work with City employees at competitive costs, the work shall not be subcontracted.

33.02 Such subcontracting shall not be done for the purpose of reducing the employees' work week, or hourly rates of pay, or eroding of jobs.

33.03 If the City of Bucyrus and the Union cannot agree on subcontracting of the work, it shall be submitted to expedited arbitration for resolution of the question as to whether the work can be done by City employees without excessive cost.

No employees will be laid off as a direct result of such subcontracting so long as the affected employee is qualified to fill any available position. A decision of the Arbitrator shall be rendered within thirty (30) calendar days of the receipt for expedited arbitration or the work may be subcontracted.

ARTICLE 34 **TRAINING**

34.01 Any employee who desires to attend Employer-paid job related training courses or schools, may so notify the Employer, not less than four (4) weeks prior to the commencement of the course or school, unless impractical. The City will maintain all training records in the employee's personnel file.

34.02 Attendance at such course or school shall be at the discretion of the Employer.

34.03 The Employer agrees to pay for in advance for approved expenses incurred pursuant to Section 34.03 above.

The following criteria must be met or the employee will reimburse the employer in full:

- a) The employee successfully completes the course or school attended by obtaining a passing grade, or
- b) obtains the license or certificate for which the school or course was given when applicable.

34.04 The parties recognize that City mandated training programs shall be paid in full by the City at no loss to employees. The parties recognize that any state-required education or

training to maintain your current license or certification shall be paid in full by the City at no loss to the employee.

34.05 Employees interested in acquiring skills in other classifications or assignments should so notify the Service Director in writing. The City will, at its discretion, so long as it does not affect the efficiency and safety of its operations, honor such requests on the basis of classification seniority first and such requests shall not be unreasonably denied. The City shall respond to requests for training within seven (7) calendar days. The Employer shall have the latitude to determine employee aptitude hereunder.

In an effort to improve the employees ability to receive on-the-job training, and the employer's need to cross train employees, the employer will maintain a training record in the employee's personnel file using the Certification Form in appendix K. The record will identify the task and the date the employee completed the task qualifying the employee for the task.

These Certification Forms may be used to qualify an employee for temporary transfers or promotions.

34.06 Employees may be allowed at the discretion of the employer to flex their work schedule for the purpose of attending class while working toward a degree or license.

34.07 Employees selected by the City to attend work-related courses shall not lose pay for attending such courses and all tuition costs shall be paid by the City.

The City agrees to equalize training opportunities for employees and will strive to encourage employees to increase their skills.

ARTICLE 35 **MISCELLANEOUS**

35.01 Every bargaining unit member shall be permitted to review his/her personnel file at a reasonable time after request to the Service Director or his/her designee. Any document added to the employee's personnel file will be supplied to the employee within one work-day of the addition.

A bargaining unit member may copy documents in his/her personnel file once annually without cost. Additional copies, of the personnel file annually, shall be at a cost of ten cents (\$.10) per page.

35.02 If a bargaining unit member has reason to believe there is an inaccuracy in any document in his/her personnel file, he/she may prepare a written memorandum explaining the alleged inaccuracy and present it to the Service Director. The employee will be given a written response.

35.03 Any bargaining unit member who wears an approved uniform while at work shall receive a uniform allowance in the amount of three hundred and fifty dollars in each year of the Agreement payable on or before June 15, annually, on a monthly pro-rata basis when accompanied with a receipt for the purchase of approved uniforms. The three hundred and fifty dollars (\$350) is a reimbursement and not a taxable fringe benefit, in accordance with the IRS codes.

The City shall provide foul weather gear for non-clerical employees. Foul weather gear will consist of the following:

1. Jacket: Attached hood (Carhart type)
2. Bibs: Employees desire (in writing) if bibs will be insulated or not.
3. Rain Suit: Two-piece
4. Boots: Supervisor will purchase, not to exceed one hundred and fifty dollars (\$150) with approval of the Safety-Service Director.
Each Department Head will decide the type within OSHA and ORC 4167 guidelines.
5. Rubber gloves may be purchased if deemed necessary by the Department Head.
6. Leather work gloves will be provided as needed and as deemed necessary by the Department Head.

Female gear should be of female design. Gear is to be worn only for City business and to and from work.

If an employee is transferred or promoted to a division with a different uniform, the employee will be allowed to wear his/her existing uniform until the next issuance of uniform allowance.

35.04 When unusual conditions involve an unnecessary risk to an employee's safety, as determined by the City, an employee will not be required to work under those conditions.

For purposes of emergencies, those employees determined by the City as necessary to respond to the emergency will be considered essential employees.

35.05 The City shall have the right to promulgate reasonable rules and regulations not to conflict with the express terms of the Agreement. Such rules and regulations shall be uniformly applied.

At least seven (7) calendar days prior to posting any additions or amendments to its rules and regulations, the City will provide the Union with a copy.

35.06 Bargaining unit members who have been previously authorized by the Mayor or Safety Director to travel on City business outside the City in the employee's personal automobile shall be reimbursed for such travel at the rate then in effect as established by the Internal Revenue Service as the applicable reimbursement rate for such expenditure. Also, whenever an employee is authorized to stay overnight as part of such travel, regardless of whether they drive a personal vehicle or a city vehicle, the City will pay a per-diem of \$35.00 for each overnight stay. When an overnight stay is not required, the employee's lunch shall be paid for, up to a maximum

of ten dollars (\$10.00) by the City, provided that the employee is outside of Crawford County for at least four (4) hours as part of the authorized travel and that time absence from Crawford County encompasses the hours of 11:00 am through 1:00 pm (See Appendix L)

35.07 Establishing.

The City will establish and, from time to time, revise Work Rules and personnel policies; such rules shall not be in conflict with this Contract. Such rules and policies shall be uniformly applied to all employees.

Posting.

When existing Work Rules and personnel policies are changed or new Work Rules and personnel policies are established, the appropriate parties will be notified. The City shall furnish the Union with a copy of the changed or new rule or personnel policy at least fifteen (15) days prior to the effective date. In an emergency situation, the Union will be given immediate notice of the affected changes. The changed or new Work Rule or personnel policies shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days before becoming effective unless an emergency situation requires Work Rules or personnel policies to become effective immediately.

Notification.

The City will furnish each affected employee of the bargaining unit with a copy of all Work Rules and personnel policies within thirty (30) days after they become effective. Upon request, all Work Rules and personnel policies will be available for employees to view. New employees shall be provided with a copy of the Work Rules and personnel policies at the time of hire.

Enforcement.

Employees shall comply with all Work Rules and personnel policies. Such rules and policies shall be uniformly applied and uniformly enforced.

Grievance.

- (A) Any unresolved complaint as to the reasonableness of any new or revised Work Rule or personnel policy or any complaint involving discrimination in the application of any Central Work Rules or personnel policies shall be resolved through the Grievance procedure.
- (B) If a grievance concerning the unreasonableness of a new or revised Work Rule or personnel policy results in a modification or elimination of that Work Rule or personnel policy, the employee shall be made whole for any and all actions taken as a

result of an infraction of that Work Rule or personnel policy, to the extent specified in the settlement or arbitration award disposing of such grievance.

ARTICLE 36
GENDER, PLURALS AND HEADINGS

36.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor affect any interpretation of any article or section.

36.02 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 37
SUCCESSORS/TOTAL AGREEMENT

37.01 This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sales, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto, except as set forth in this Agreement.

37.02 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the discretion of the Employer.

37.03 In the event the Employer seeks to make any modification to rules, regulations, benefits and/or practices not expressly set forth in the written provisions of this Agreement, it shall give the Union thirty (30) calendar days written notice.

ARTICLE 38
OBLIGATION TO NEGOTIATE

38.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

38.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

38.03 Only upon written, mutual agreement of the parties, may any portion of this Agreement be re-opened during its term.

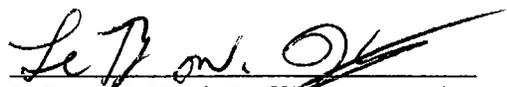
ARTICLE 39
LEGISLATIVE APPROVAL

39.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall proceed pursuant to O.R.C. 4117.10.

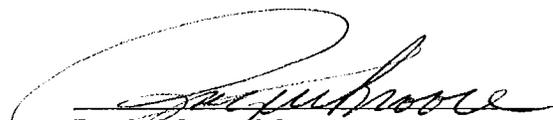
ARTICLE 40
DURATION

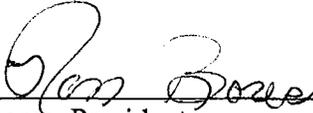
40.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2014 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2016.

FOR THE UNION:

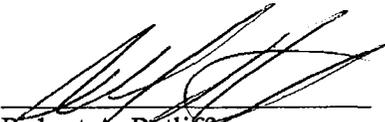

LeRoy W. Herd, Staff Representative
AFSCME, Ohio Council 8

FOR THE EMPLOYER:

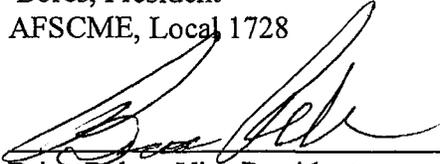

Roger Moore, Mayor



Bores, President
AFSCME, Local 1728



Robert A. Ratliff,
Law Director



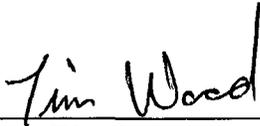
Brian Reber, Vice President
AFSCME, Local 1728



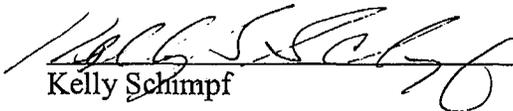
Jeffrey Wagner,
Service/Safety Director



Rick Smith



Tim Wood



Kelly Schimpf



AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION

AFSCME Ohio Council 8



Appendix A

I hereby authorize my employer and associated agencies to deduct each pay period the amount certified in the box provided as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

PLEASE PRINT LEGIBLY.

Total Amount to be Deducted Annually in Equal Installments:

\$100 MVP \$250

Other \$ _____

Circle jacket size:
S M L XL 2XL 3XL 4XL

For Office Use Only

JACKET RECEIVED

any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Last Name First M.I.

Street Address Apt. No.

City State ZIP Code

Social Security Number

Name of Employer Occupation

Home Phone Business Phone

Signature Date

E-mail Address

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

Recruiter

WHITE: Employer PINK: International YELLOW: Council



INJURED PERSON'S REPORT OF ACCIDENT

This form must be completed by the injured employee and returned to his/her foreman or supervisor within 24 hours of the accident.

PART 1 - GENERAL INFORMATION

DATE OF REPORT _____

NAME OF INJURED _____ AGE _____

DATE OF ACCIDENT _____ HOUR _____ A.M. _____ P.M.

PLACE OF TREATMENT FOR INJURY _____

EXACT LOCATION OF ACCIDENT _____

JOB OR ACTIVITY AT TIME OF ACCIDENT _____

FOREMAN AT TIME OF ACCIDENT _____

NAMES, IF ANY, OF WITNESS' TO ACCIDENT _____

NAME OF PERSON TO WHOM INJURY WAS FIRST REPORTED _____

PART 2 - DESCRIPTION OF ACCIDENT (What Happened?)

IMPORTANT! In the space below describe fully just how your injury was sustained and state in detail just what you were doing at the time and what you did immediately thereafter.

PART 3 - THE CAUSE OF THE ACCIDENT (In your opinion)

DESCRIBE ANY UNSAFE ACTS _____

DESCRIBE ANY UNSAFE CONDITIONS _____

CITY OF BUCYRUS
APPLICATION FOR LEAVE

Appendix C

Must be completed and approved PRIOR to leave

NAME _____ TODAY'S DATE _____

DEPARTMENT _____

I REQUEST LEAVE BEGINNING: _____ a.m. _____ p.m. 200 ____ AND ENDING

_____ a.m. _____ 200 ____ FOR THE FOLLOWING REASON
_____ p.m.

HOURS

_____ Medical, Dental or Optical Exam of Treatment (Physician statement may be required at discretion of employer. If physician's statement is requested, the Doctor must include total number of days off required, type of injury or illness and any limitations).

_____ Personal Illness (Nature of illness) _____

_____ Personal Injury (Nature of injury) _____

_____ Serious Illness or Injury in Immediate Family _____

_____ Death of _____ on _____
(Name) (Relationship) (Date)

_____ Vacation

_____ Leave of Absence

_____ Court: Court Duty _____ Jury Duty _____ Subpoena Issued By _____

_____ Military

_____ Leave Without Pay _____

_____ Comp Time _____ Date Earned _____

_____ Personal Leave

_____ Total Hours Used _____

Signature of Employee

_____ Approved _____ Disapproved _____ Date _____

Department Head

REMARKS: _____

_____ Approved _____ Disapproved _____ Date _____

Service Director / City Auditor

REMARKS: _____



Instructions

- Please print or type this report.
- If injured worker is employed by a self-insuring employer, complete this form and mail or fax it to his or her employer.
- If injured worker is employed by a state-fund employer, complete this form and mail or fax it to the appropriate managed care organization (MCO).
- To determine the appropriate MCO, ask the injured worker or employer to visit BWC's Web site at ohiobwc.com, or call BWC at 1-800-OHIOBWC, and listen to the options.
- Use this form if this is a request for services even if services are being provided under the 60-day presumptive authorization, if recommending additional condition(s) or if diagnosis has changed.
- Complete all applicable sections of the form to avoid possible delays in processing this request.
- You can obtain additional copies of this form on ohiobwc.com or by calling BWC at 1-800-OHIOBWC and listening to the options.

Section I – Injured worker

- 1 Enter the injured worker's name, BWC claim number, the date the injured worker was injured or contracted an occupational disease.

Section II – Requested services

- 2 Treating diagnosis for this request to include body part/levels.
- 3 Indicate the beginning and ending date of the requested service. Indicate the last exam or treatment date.
- 4 List the requested services and CPT codes, including frequency and duration. Attach copies of current medical reports necessary to support request. Include any referrals, therapy, medications, diagnostic testing, expected outcomes of medical interventions, results of treatment and office notes that contain subjective and objective findings and pre-existing conditions.
* Failure to add CPT codes may delay processing.
- 5 Provide the two-digit facility site of service code as used by the Centers for Medicare and Medicaid Services (CMS), if applicable.

Section III – Additional conditions

- 6 Complete if you are recommending additional conditions to the claim. Provide a narrative diagnosis. Supporting medical documentation is required for all conditions listed. Include any referrals, therapy, medications, diagnostic testing, expected outcomes of medical interventions, results of treatment and office notes that contain subjective and objective findings and pre-existing conditions. **You may not use the C-9 to request additional conditions for claims of self-insuring employers.**
 - BWC will notify all parties and the MCO of the decision.
- 7 This refers to the establishment of a relationship between the injury or occupational disease and the industrial accident or exposure. An explanation is required when answering yes or no.

Section IV – Physician/provider information

- 8 Identify the provider who will render the requested services and the address where he or she will provide the services (required). Travel reimbursement may not be authorized when the service provided is available within 45 miles round trip from the injured worker's residence.
- 9 Print, type or stamp requesting physician/provider name and address.
- 10 Physician/provider signature, individual BWC provider number and date of this report are mandatory.

Section V – MCO/Self-insuring employer decision

- If completed by self-insuring employer, refer to self-insuring employer section.
- If the C-9 is not faxed or mailed back to the submitting physician/provider within three business days of receipt or within five business days of receipt of the C-9-A, a request for additional information, BWC shall deem the authorization for service granted subject to our policy, excluding retroactive requests.
- Claim inactive (further investigation required) – The MCO cannot make a decision on this C-9 request. Further investigation is required, and BWC will issue a decision in writing within 28 days. The MCO will notify the provider of the BWC decision.
- An MCO can only use the disclaimer box on the C-9 or any other physician generated service request when BWC/IC is considering the claim or the condition for which the service is requested as of the date of the MCO's signature. Disclaimers shall not be used when authorizing treatment for allowed claims and conditions that are within the statute of limitation.



Request for Medical Service Reimbursement or Recommendation for Additional Conditions for Industrial Injury or Occupational Disease

* Instructions for completing the C-9 on reverse side.

Fax note	To	Toll-free fax number	Phone number
	From	Phone number	Fax number

IW	1 Injured worker name	Claim number	Date of injury / /
----	-----------------------	--------------	-----------------------

II. Requested services	2 Treating diagnosis for this request to include body part/levels.	3 Date service begins / /	Date service ends / /	Date of last exam or treatment / /
	4 Requested services with CPT/HCPCS codes (required)	Frequency	Duration	
	1.			
	2.			
	3.			
	4.			
5 Provide the two-digit facility site of service code as used by the Centers for Medicare and Medicaid Services (CMS), if applicable.				

III. Additional conditions	If you are recommending additional conditions to the claim, supporting documentation is required. You may not use the C9 to request additional conditions for claims of self-insuring employers.			
	6 Provide diagnosis (narrative description only), and location and site for conditions you are requesting.			
	7 In your opinion, based on the history from the injured worker, your clinical evaluation and expertise, is the diagnosis or condition causally related, either directly or proximately, to the alleged industrial accident or exposure? <input type="checkbox"/> Yes, please attach explanation. <input type="checkbox"/> No, please attach explanation.			

IV. Physician/provider information	8 Identify the provider who will render the requested services and the address where he or she will provide the services (required). Travel reimbursement may not be authorized when the service provided is available within 45 miles round trip from the injured worker's residence.			
	9 Requesting physician/provider name and address (please print, type, or stamp)	10 Physician/provider/authorized signature (required)		<input type="checkbox"/> POR <input type="checkbox"/> Not POR — but treating physician/provider
		Individual BWC provider number (required)	Date (M/D/Y) (required)	
I certify the above information is correct to the best of my knowledge. I am aware that any person who knowingly makes a false statement, misrepresentation, concealment of fact or any other act of fraud to obtain payment as provided by BWC or who knowingly accepts payment to which that person is not entitled, is subject to felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine, imprisonment, or both.				

V. MCO/Self-insuring employer decision	Managed care organization (MCO) — If this page is not faxed or mailed back to the submitting physician/provider within three business days of receipt or within five business days of receipt of information requested on the C-9-A, BWC shall deem the authorization for treatment granted subject to our policy, excluding retroactive requests.			
	<input type="checkbox"/> Approved with disclaimer — This medical payment authorization is based upon a claim or additional condition that BWC/IC is considering as of the date of the MCO's signature. If the claim or additional condition is ultimately disallowed, BWC may not cover the services/supplies to which this medical payment authorization applies. These services/supplies may be the responsibility of the injured worker (for MCO use only).			
	<input type="checkbox"/> Approved Date service begins ___/___/___ Date service ends ___/___/___			
	<input type="checkbox"/> Amended approval: _____			
	<input type="checkbox"/> Denied explanation: _____ You may file disputes to the decision in writing with supporting documentation to the MCO.			
<input type="checkbox"/> Pending: The documentation requested must be submitted to <input type="checkbox"/> Claim inactive: MCO cannot make a decision on this request, the MCO case manager within 10 business days to allow for a further investigation required. BWC will issue a decision in writing within 28 days.				
<input type="checkbox"/> Withdrawn <input type="checkbox"/> Dismissed				

BWC claim status: <input type="checkbox"/> Allowed <input type="checkbox"/> Denied <input type="checkbox"/> Pending			
MCO company/Self-insuring employer name (please print, type or stamp)		MCO name and signature (print, type or stamp and sign)	
		MCO number	Telephone number Date () / /

Self-insuring employer	Self-insuring employer use only — Fax or mail this page to the submitting physician/provider within 10 days of receipt or the authorization for treatment shall be deemed granted, per Ohio Administrative Code 4123-19-03 (K)(5).		
	Self-insuring employer signature		Date / /

REQUEST TO CARRY OVER VACATION

DATE: _____

I AM REQUESTING TO CARRY-OVER _____ DAYS VACATION.

NAME: _____

DEPARTMENT: _____

SERVICE DIRECTOR: _____

DATE: _____

CITY OF BUCYRUS
500 SOUTH SANDUSKY AVENUE
BUCYRUS, OHIO 44820

Date: _____

To: Service-Safety Director

From: _____

I want to sell _____ hours of vacation. My anniversary date is

Approved:

Signed:

Service-Safety Director

Received and Dated:

CALCULATION:

Date: _____

Allowed vacation hours _____

Need to use 2/3 _____

Balance to sell _____

Joyce Seltifer, Auditor

Vacation hours used _____

Date: _____

Hours needed to use _____

Balance _____

CITY OF BUCYRUS REQUEST FOR OVERTIME

Today's Date: _____

Date of overtime to be worked: _____

Amount of overtime? _____

Department? _____

Reason for the overtime? _____

Supervisor who authorized the overtime? _____

Employee working the overtime? _____

Employee off work at time overtime is to be worked? _____
(If anyone was off work)

Signature of employee working overtime: _____

____ Approved ____ Disapproved

_____ Department Head _____ Date

REMARKS _____

____ Approved ____ Disapproved

_____ Service Director / City Auditor _____ Date

REMARKS _____

CITY OF BUCYRUS
JOB BID

I, _____, wish to apply for the vacancy of
_____, posted on _____

My present classification is: _____, and

I have been employed since ____ / ____ / ____ in said classification.

Applicant's Signature

Date of Application

Received by: _____

Date Received: _____

A copy of this application shall be given to the applicant.

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

Appendix I

LOCAL _____

GRIEVANCE REPORT

Filed at Step _____

No. _____

Employer _____

Date Filed _____

Division _____

Department _____

Employee's Name _____

Supervisor _____

Employee's Hire Date _____

Steward's Name _____

Employee's Job Classification _____

VIOLATION (Contract or policy) _____

FACTS (Who, What, When, Where) _____

RELIEF REQUESTED _____

Steward Signature _____

Employee Signature _____

Employer Signature _____

Date Received _____

WHITE - OC8 Copy CANARY - Employer Copy PINK - Local Union Copy

VEHICLE INSPECTION CHECKLIST

Date _____ Vehicle# _____ Hour Meter Start _____ End _____

Mileage Start _____ End _____

Driver _____ Clock Number _____

Job Assignment (i.e. Salt Truck & Plow, Street Repair, Trees & Brush, Signs & Streets

Painting & Other) _____

Inspect & Check Off Items Below
If O.K.

EXTERIOR

- 1. Tires _____
- 2. Turn Signals _____
- 3. Head Lights _____
- 4. Tail Lights _____
- 5. Outside Mirrors _____
- 6. Windshield Wipers _____
- 7. Fresh Body Damage _____
- 8. Cleanliness _____

- 5. Radio _____
- 6. Window Glass _____
- 7. Fresh Damage _____
- 8. Cleanliness _____

UNDERHOOD

- 1. Oil Level _____
- 2. Radiator Level _____
- 3. W/W Fluid Level _____
- 4. Belts _____
- 5. Transmission Fluid _____

INTERIOR ;

- 1. Seat Belts _____
- 2. Steering _____
- 3. Safety Equipment
 - a. Fire Extinguisher _____
 - b. Flares _____
 - c. First Aid Kit _____
 - d. Traffic Cones _____
- 4. Dash Gauges _____

COMMENTS OR REPAIRS NEEDED:

CITY OF BUCYRUS, OHIO
REQUEST FOR ALLOWANCE

Date

I, _____, an employee of the City of
Bucyrus, request an allowance for expenses to attend _____

which relates to municipal affairs. My attendance is necessary for the following reason(s):

<u>ESTIMATE</u>	<u>ACTUAL EXPENSE</u>
_____ Transportation	_____
_____ Meals and cab	_____
_____ Lodging	_____
_____ Fees	_____
_____ Other (Specify)	_____
_____ TOTAL	_____

Employee Signature

Employee Signature

The above estimate is hereby approved.

The above expenses are hereby approved.

Date Auditor

Date Auditor

Date Safety Service Director

Date Mayor

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BUCYRUS
AND
AFSCME LOCAL 1728
AND
AFSCME OHIO COUNCIL 8, AFL-CIO**

The parties have agreed to the following amendment to Article 20 of the current CBA as follows:

**ARTICLE 20
INSURANCE**

20.01 Effective July 1, 2011, The Employer shall pay Eighty-Five percent (85%) of the necessary premiums for the employee health insurance in effect and Employees shall pay Fifteen (15%) of the premium amounts through automatic payroll deduction.

The Employer shall have the right to change insurance carriers or coverage, as necessary, so long as any changes result in comparable coverage. The City shall provide at least thirty (30) days notice to the union prior to implementing any changes in insurance.

In the event that the Employer, during the term of this Agreement provides employees an insurance plan with an HRA funding feature, employees shall be responsible for an amount equal to ten percent (10%) of the appropriate deductible. Deductibles being \$2,000.00 for individual and \$4,000.00 for family coverage.

In the event that the Employer, during the term of this Agreement provides employees an insurance plan with an HSA funding feature, employees shall be responsible for an amount equal to **ten percent (10%)** ~~twenty five percent (25%)~~ of the appropriate deductible. Deductibles being \$2,000.00 for individual and \$4,000.00 for family coverage.

20.02 In those cases where both spouses are employed by the Employer, only one will be eligible for health insurance coverage, which will be the family plan or employee plus one.

20.03 The Employer shall contribute \$55.25 per month to the Ohio AFSCME Care Plan for each employee covered by this Agreement. The following components of the care plan will be afforded:

A.	Dental II	\$26.00
B.	Vision I	\$6.75
C.	Life Insurance I	\$7.50
D.	Prescription Drug	\$15.00

Total

\$55.25

If any employee wishes to purchase other eye or dental the employee can as long as they pay 100% of the premium. The premium will be deducted by payroll deduction on a monthly basis.

20.04 The parties agree that a joint labor/management Health Insurance Committee shall be established and will be authorized to review and recommend changes to the City's health insurance plan or plans. Any recommendations of the committee must be by consensus. All consensus agreements reached by the committee shall be binding on each participating bargaining unit for the agreed term. The committee shall consist of two (2) members from each participating bargaining unit and two (2) members from management.

20.05 Insurance Opt-Out

Employees opting out of health insurance coverage through the City of Bucyrus shall receive an amount equivalent to what the City would have contributed to the Employee's HSA for that given year. Employees opting out must show verification of alternative health insurance coverage.

The opt-out payment will be paid on July 1 of the year for which the employee is opting out. If the employee has to re-enroll in that same year prior to the next open enrollment period, the employee shall reimburse the City on a pro-rated basis for any money that might be due to the City. This provision shall not apply to those changes where both spouses are employed by the City of Bucyrus.

FOR THE AFSCME LOCAL ~~5008~~ ¹⁷²⁸

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

FOR THE EMPLOYER:

[Handwritten signature]

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Date Agreed: 11/18/14

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