



01-07-15
14-CON-02-0987
0987-02
K31724

2015-2017

LABOR-MANAGEMENT AGREEMENT

BY AND BETWEEN

THE CITY OF WYOMING

AND

OHIO COUNCIL 8 AND LOCAL 1093-D

**AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES**

AFL-CIO

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
Article 1	Purpose	4
Article 2	Definition	4
Article 3	Recognition	4
Article 4	Non-Discrimination	4
Article 5	Union Dues Deduction	5
Article 6	Management Rights	5
Article 7	No Strike or Lockout	6
Article 8	Union Representatives	6
Article 9	Bulletin Board	7
Article 10	Layoff and Recall	7
Article 11	Meetings	8
Article 12	Safety of Equipment	8
Article 13	Documentation	9
Article 14	Contracting of Work	9
Article 15	Court Leave	9
Article 16	Union Leave	9
Article 17	Military Leave	10
Article 18	Leaves Without Pay	10
Article 19	Emergency Waiver Clause	10
Article 20	Seniority for Employees	10
Article 21	Hours of Work and Overtime	11
Article 22	Snow and Ice Control Program	13
Article 23	Call-In for Work	13
Article 24	Vacation	13
Article 25	Terms and Conditions for Payment of Wages	15
Article 26	Probation Period	16
Article 27	Unemployment	16
Article 28	Workers' Compensation	16
Article 29	Injury on Duty Pay	16
Article 30	Holidays	17
Article 31	Tuition Reimbursement	17
Article 32	Funeral Leave	18
Article 33	P.E.O.P.L.E. Deduction/Credit Union	18
Article 34	Savings Clause	18
Article 35	Clothing/Tool Allowance	18
Article 36	Promotions	19
Article 37	Pay Period	21
Article 38	Grievance Procedure: Arbitration	21
Article 39	Grievance Procedure: Disciplinary Action & Other Appeals	22
Article 40	Disciplinary Procedure	24
Article 41	Health Insurance	24

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
Article 42	Sick Leave	25
Article 43	Wages	27
Article 44	Commercial Driver's License	27
Article 45	Longevity Pay	28
Article 46	Duration	29
Appendix A	Bargaining Unit Classifications	30
Appendix B	Wage Schedule	31

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation by AFSCME Ohio Council 8, AFL-CIO, in the establishment of the terms and conditions of their employment in the establishment of a peaceful procedure for the resolution of all differences between the parties, subject to the laws of the United States, the State of Ohio, and the City of Wyoming, Ohio and all governmental Administrative Rules which have the effect of law.

The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit.

ARTICLE 2 - DEFINITION

Section 1. "Exclusive bargaining rights" shall be interpreted to mean the City will not negotiate, meet, or confer with any person, group of persons, association, or union other than AFSCME Ohio Council 8, AFL-CIO or its local union during the terms of the Agreement for the purposes of effecting or attempting to effect a change in the terms of this Agreement as it may apply to any provision contained herein.

ARTICLE 3 - RECOGNITION

Section 1. The Union, AFSCME Ohio Council 8, AFL-CIO, Local 1093-D, is hereby recognized as the sole and exclusive bargaining representative for employees of the City's Public Works Department as set forth in Appendix A, in all matters of wages, hours, conditions of employment, and benefits. Attached hereto is Appendix A - a list of all classifications in the bargaining unit.

- A. Excluded from the bargaining unit are those who establish policies for the Department.
- B. The Union has the right to meet with the City Administration to negotiate the establishment or modification of contract terms which effect working conditions of bargaining unit employees.
- C. An active employee of the City who is excluded from the bargaining unit shall not serve as Steward or otherwise represent employees in the bargaining unit nor shall any employee represent any other employee who he supervises.
- D. Management agrees to meet with the accredited representative of the Union on all matters pertaining to wages, health and safety, benefits, and other conditions of employment which are contained herein.
- E. Should the City establish a new position(s) in the Public Works Department in which the Union has a community of interest, the Union may file with the State Employment Relations Board a request that said position be added to the bargaining unit. Upon certification by SERB, the City and the Union shall meet to negotiate a wage rate for the new position(s).

ARTICLE 4 - NON-DISCRIMINATION

Section 1. The City, the Union, and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national

origin, age, disability, union status, or status as a Veteran of the Vietnam era.

Section 2. There shall be no discrimination by either party to this Agreement toward employees by virtue of participation or non-participation in Union affairs.

ARTICLE 5 - DUES DEDUCTION

Section 1. The City shall deduct monthly dues from the pay of employees in the bargaining unit covered by this Agreement, upon receipt from the Union, AFSCME Ohio Council 8, AFL-CIO, of individual written authorization cards executed by the employee and bearing his signature. The monthly amount shall be certified to the Finance Director of the City by the Treasurer of the Local Union. Such authorization is irrevocable for the terms of this Agreement.

Section 2. All deductions under Section (1) of this Article accompanied by an alphabetical list of all employees of the Local Union whose dues of fees have been deducted shall be transmitted to the Union, AFSCME Ohio Council 8, AFL-CIO, 6800 North High Street, Worthington, Ohio 43085-2512, no later than the fifth (5th) day following the end of the pay period in which the deduction is made. Effective January 1, 1987 dues shall be transmitted no later than five (5) days after the deduction is made.

Section 3. Fair Share Fee. On the effective date of this contract, all employees in the bargaining unit, sixty (60) days from the date of hire, who are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment. All employees hired prior to or after the effective date of this contract who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment. The fair share fee shall be certified to the Finance Director of the City by the Treasurer of the Local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of the fair share fee shall be made in accordance with the regular dues deduction as provided in Section 2 of this Article.

Section 4. The Union will indemnify, defend, and hold the City harmless from any action growing out of the deduction hereunder commenced by an employee or anyone else against the City or the City and the Union jointly.

ARTICLE 6 - MANAGEMENT RIGHTS

Section 1. The Union recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects.

Section 2. The City Manager and Department Heads have and will continue to retain exclusive decision-making authority on matters not officially and expressly modified by or inconsistent with the specific provisions of this Labor Contract; such decision-making shall not be in any way, directly or indirectly, subject to the Grievance Procedure contained herein.

Section 3. The Union recognizes the City's exclusive right to manage its affairs and the City retains and reserves unto itself, without limitation, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Charter of the City of Wyoming, and the laws and Constitutions of the State of Ohio and of the United States. The exclusive rights of the City shall include, but not limited to:

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency, and type of services to be rendered; the determination, purchase, and control of types and numbers of materials, machines, tools, and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials, or methods of operation.
- B. The right to hire and set the starting rate of pay for new employees, to determine the starting and quitting time and the number of hours to be worked; including overtime, lunch, coffee breaks, rest periods, and cleanup times; and to determine the amount of supervision necessary, work schedules, and the method or process by which work is performed.
- C. The right to contract, subcontract, and purchase any or all work, process or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise, and enforce working rules and carry out cost control and general improvement of programs; and to establish, change, combine or discontinue job classification and establish wage rates for any new or changed classification.
- D. The right to determine the existence or non-existence of facts which are the basis of Management decisions; to establish or continue policies, practices, or procedures for the conduct of the Public Works Department and its services to the citizens of Wyoming, and from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, re-determine the number, locations, and relocations and types of its employees of the City of Wyoming; to determine the number of hours per day or week any operation of the Public Works Department may be carried on; to select and determine the number of employees required; to assign such work to such employees in accordance with the requirements determined by Management authorities; to establish training programs and upgrade requirements for employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other reasons; to determine the facts of lack of work or other reasons; to continue, alter, make, and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or take such measures as the Management may determine to be necessary for the orderly and efficient operation of the Public Works Department for the City of Wyoming.

ARTICLE 7 - NO STRIKE OR LOCKOUT

It is understood and agreed that the services performed by the City employees included in this Agreement are essential to the public health, safety, and welfare. The Union, therefore, agrees that during the terms of this Agreement that the Union shall take no action which will interrupt the work of any cause whatsoever, nor shall there be any slowdown or other interference with these services. The City agrees not to lock out any employees during the term of this Agreement. Employees cannot strike during the terms of this agreement.

ARTICLE 8 - UNION REPRESENTATIVES

Section 1. The City recognizes the right of the Union to select Local Union Officers, Stewards, and Alternate Stewards to represent the employees on grievances arising under this Agreement. The Alternate Steward shall act as Steward when the Steward is absent from work. Union Stewards shall investigate and

process grievances and conduct other necessary Union business in their areas of responsibility during working hours with no loss of pay, provided that the Union and Steward shall not conduct business on City time without permission of the Department Head. The Union shall have one (1) Steward per shift.

Section 2. The President or Vice President or President's designee, provided that such individual is an employee of the bargaining unit, in the absence of the President shall have the rights afforded to Stewards and Union Staff Representatives.

Section 3. The Union agrees to provide the City with copies of the Table of Organization of the Union within five (5) days after the effective date of this Agreement and whenever changes are made thereafter.

Section 4. With the approval of the Department Head, accredited representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO, whether Local Union Representatives, Ohio Council 8 Representatives or International Representatives shall be permitted reasonable access to the City work areas in order to conduct Union business. Local Union Representatives shall inform the Administration upon arrival, if unable to give prior notice.

ARTICLE 9 - BULLETIN BOARD

Section 1. The Union shall provide a glass-enclosed, lockable bulletin board for use by the Union to enable employees in the bargaining unit to see notices posted thereon when reporting to or leaving their work locations, or during their lunch or break periods.

The minimum size of a bulletin board shall be two (2) feet by four (4) feet unless the City and the Union agree it should be smaller, which lockable bulletin board shall be provided for by the Public Works Department. The bulletin board shall be located in a mutually agreed location, to be agreed by the Union and City, and where large numbers of bargaining unit employees congregate. The Union shall provide locks for the bulletin board. The Union shall retain the keys to these locks.

Section 2. All notices which are posted on the bulletin board shall be posted by a Steward or Officer of the Local. Union notices relating to the following matters may be posted without the necessity of receiving the City's prior approval:

- A. Union recreation and social affairs
- B. Notice of Union Meetings
- C. Union appointments
- D. Notice of Union elections
- E. Results of Union elections
- F. Reports of Standing Committees of the Local
- G. Rulings or policies of the International Union or other labor organizations with which the Union is affiliated.

No other notices of any kind shall be posted on the bulletin board unless they have the prior approval of the City. Such approval shall be signified by the City Manager, or his designees, initialing any such notice.

ARTICLE 10 - LAYOFF AND RECALL

Section 1. When it becomes necessary, due to a lack of work or funds or the abolishment of positions as a

result of a reorganization of the department, to reduce the number of employees in the bargaining unit, the following layoff procedures shall be followed:

- A. Management shall determine in which classification the layoffs are to occur.
- B. Employees in each affected classification with the least total continuous City-wide seniority in the Public Works Department shall be laid off first.
- C. Management shall give the affected employees fourteen (14) days' written notice of their layoff indicating their right to bump employees within the same classification or lower classification as determined by pay range within the same classification series. Employees shall also have the right to bump into any classification in which they have previously served.
- D. The affected employees shall have five (5) days in which to submit their written request to exercise their right to bump into any other position previously held or within the same classification series for which they are eligible and qualified. Any employee not submitting such request within five (5) days shall be considered to have accepted the layoff.
- E. Any employee who is bumped out of his position may exercise the same layoff rights as outlined above.

Section 2. Prior to laying off any permanent full-time employee, Management shall lay off all part-time, casual, probationary, temporary, or intermittent positions within the affected classification.

Section 3. Laid-off employees shall have recall rights to the positions from which they were laid-off for a period of two (2) years.

Section 4. When Management decides to fill a position vacated by layoff, eligible employees shall be recalled in the inverse order in which they were laid off. It is the responsibility of the laid-off employee to keep the City informed of his current mailing address.

ARTICLE 11 - MEETINGS

Section 1. Quarterly or on request of the Union, Labor Safety/Management Meetings will be held between the City and the Union. Said committee shall be composed of three (3) representatives of the City and three (3) representatives selected by the Union.

ARTICLE 12 - SAFETY OF EQUIPMENT

Section 1. If an employee feels the equipment assigned for his use is not suitable for use, he shall immediately report it to his superior for a determination of whether it should be used.

Section 2. There shall be no disciplinary action taken against an employee who reports an unsafe piece of equipment nor shall be held responsible for that piece of equipment's use.

Section 3. All employees shall report unsafe equipment to the Director of Public Works in writing and the employee shall receive a copy of this report for his records.

Section 4. All employees are responsible, at the end and course of any given workday, for cleaning equipment used and reporting any defect found during the use of such equipment.

Section 5. The City agrees to provide safety training for all Public Works' employees on an annual basis. The City will also conduct basic first aid classes.

ARTICLE 13 - DOCUMENTATION

Section 1. Upon request, any employee shall receive a copy of any document they are required to sign other than sign-in sheets.

ARTICLE 14 - CONTRACTING OF WORK

It is recognized that the City has statutory and contractual rights and obligations in contracting for matters relating to its operation. The right of contracting or subcontracting is vested in the City. The City agrees that if it is considering contracting for work, the City shall notify the Union of its intention to contract out. The Union shall, within the next sixty (60) calendar days, meet with the City to attempt to negotiate an alternative to contracting out. The Union further recognizes that in an emergency, or when the nature of the work is above and beyond what the City's work force can handle, the City may contract out without notifying the Union or without negotiation.

ARTICLE 15 - COURT LEAVE

Section 1. An employee who has been called for jury duty or who has been subpoenaed as a witness in a court case or administrative hearing involving the City will be granted a leave with pay provided the employee keeps the City Manager informed of times he will be in court, and provided that the employee returns to work at those times during his regular shift when he is not required to be in court, unless such duty is performed outside of his normal working hours.

Section 2. All compensation received for court or jury duty is to be remitted by the employee to the City Manager and said employee shall receive his regular rate of pay for lost time.

Section 3. If an employee is to appear in court for a criminal or civil case, which involves a personal matter with no connection with the City, said employee shall be granted leave without pay or accumulated vacation time, personal leave or compensatory time, whichever he chooses.

ARTICLE 16 - UNION LEAVE

Section 1. Collectively, the Union Steward shall be granted leave with pay up to, but not to exceed forty (40) hours per year to attend Union conferences or conventions.

Section 2. Any time used for Union business beyond the forty (40) paid hours in Section 1, must be charged to vacation, personal leave, or compensatory time of the member attending the Union event. Such additional leave shall consist of a maximum of ten (10) calendar days per year. Such leave shall be granted upon request with a five (5) day notice.

Section 3. No Union leave will be permitted during October and November.

ARTICLE 17 - MILITARY LEAVE

Section 1. The City shall observe all described basic rights and privileges granted employees in the law, Chapter 43, U.S. Code Title 38, which incorporates provisions originally contained in Section 9 of the Military Selective Service Act.

Section 2. A permanent full-time or part-time employee who is a member of any military unit, conclusive of both reserve and non-reserve duty, shall be entitled to a leave of absence for active duty. This statutory leave of absence applies to employees who absent themselves from work to be examined for or inducted into the service, regardless of whether they perform such action voluntarily.

Section 3. Any employee must be classified as a permanent part-time or full-time employee to be covered by the contract provision.

Section 4. To be eligible for re-employment rights, a returning veteran cannot have served more than four (4) years of active duty since leaving the employment to which he or she claims restoration. The four (4) year limit also extends for guardsmen and reservists who, under the same circumstances, enter into or extend active duty for purposes other than determining physical fitness or undergoing training. Such entry or extension also must have occurred during a period when the President has been authorized to order guardsmen or reservists to active duty. This service limit may be extended by one (1) year for active duty voluntarily performed at the request and convenience of the government, plus any involuntary service.

ARTICLE 18 - LEAVES WITHOUT PAY

Section 1. Personal Without Pay (P.W.O.P.): An employee may, at the discretion of the City, be granted leave without pay for up to one (1) year for any reason, except to try out a job outside the City service.

Section 2. Sick Without Pay (S.W.O.P.): shall be granted when an employee is sick or injured but does not have a Sick with Pay (S.W.P.) balance. If the leave extends beyond one (1) month, a medical certificate shall be required before returning to work. If illness or injury is diagnosed as permanent disability, said employee shall resign or request disability retirement.

ARTICLE 19 - EMERGENCY WAIVER CLAUSE

Section 1. The City and Union agree to the definition of emergency per this Agreement as:

- A. In case of circumstances beyond control of the City, such as an Act of God, war, flood, civil disaster and other similar acts, or emergencies called by the Governor of the State, or President of the United States, or any other authority allowed to declare an emergency, affected portions of this Agreement will be automatically amended accordingly.

ARTICLE 20 - SENIORITY FOR EMPLOYEES

Section 1. Except in the case of layoff, "seniority" shall be defined as the uninterrupted length of continuous, paid service with the City. A termination of employment lasting less than thirty-one (31) days does not constitute a break in continuous service. An authorized leave of absence does not constitute a break in continuous service provided the employee returns to active service immediately following the expiration of the leave.

Section 2. No employee shall acquire seniority rights under this Contract during his probationary period, but upon successful completion of the probationary period, seniority will be retroactive to the original date of hire.

Section 3. If an employee is laid off, he shall retain his seniority for two (2) years from the time of his actual layoff, if he has had three (3) or more years of accumulative service.

Section 4. Seniority shall be broken when an employee:

- A. Resigns, unless reinstated within one (1) year;
- B. Is discharged for just cause;
- C. Is laid off and not recalled within the time limits as determined by Section 3.
- D. If an employee retires through the OPERS, his/her seniority shall be broken regardless of the duration of the break in City service.

Section 5. Classification seniority shall be defined as the uninterrupted length of continuous service in any one classification within the City.

Section 6. Management shall provide the Union President with one (1) copy of a seniority list which shall contain the following information:

- A. Names of bargaining unit members
- B. Department
- C. Classification
- D. Date of hire
- E. Date of classification entry

9
Management shall provide the list to the Union President no later than January 15th each calendar year.

ARTICLE 21 - HOURS OF WORK AND OVERTIME

Section 1. The work week for all bargaining unit employees of the Public Works Department shall consist of:

- A. The work week shall begin on Monday and end on Friday and will consist of eight (8) hours per day, forty (40) hours per week. A pay period will consist of five (5) weekdays and two (2) weekend days.
- B. Both parties, the Union and the City, agree there shall be no loss in pay to any bargaining unit employee because of the agreed change in working hours.

Section 2. All work performed in excess of forty (40) hours in any work week shall be compensated at the rate of time and one-half (1 ½ x) of the employee's regular rate of pay.

Section 3. The regular workday for Public Works Department employees shall be:

- D. Crew Leader(s)

Eastern Standard Time 7:00 a.m. - 4:00 p.m.
Eastern Daylight Savings Time 7:00 a.m. - 4:00 p.m.

E. Mechanic(s) and Maintenance Workers I & II

Eastern Standard Time 7:00 a.m. - 4:00 p.m.
Eastern Daylight Savings Time 7:00 a.m. - 4:00 p.m.

F. The regular lunch period for the Public Works Department is one (1) hour from 11:30 a.m. - 12:30 p.m. On those days on which the operational needs of the department require this schedule to be changed the scheduled lunch period may be changed by the City as may reasonably be required.

The lunch hours shall be unpaid. There shall be two (2) informal break period, lasting not more than fifteen (15) minutes taken at the convenience of both employee and job supervisor(s), and based on the job performed. The break during any standard day shall be paid period of time.

G. Starting and Ending Times: Starting and ending time of the regular workday will not be changed except on at least twelve (12) hours' notice and with the concurrence of the affected employee, provided that this clause shall not prohibit the City from scheduling work for overtime, call-out or other special circumstances.

Section 4. All hours worked on Saturday or the employee's sixth (6th) day or the first day off shall be compensated at the rate of time and one-half (1 ½ x) his regular rate of pay, provided that the employee has already been in active pay status for forty (40) hours in such work week.

Section 5. All hours worked on a Sunday or the employee's second (2nd) off day shall be compensated at the rate of double time (2x) his regular rate of pay provided that employee has already been in active pay status for forty (40) hours on such work week.

Section 6. All work performed on a legal holiday or the day observed as such shall be compensated in cash at double time (2x) his regular rate of pay in addition to the regular pay for the holiday.

Section 7. Compensatory time is earned at the following rate: One (1) hour of work at straight pay = One (1) hour of compensatory time; One (1) hour of work at a pay rate of time and one-half (1 1/2x) = 1 1/2 hour of compensatory time; One (1) hour of work at a pay rate of double time (2x) = Two (2) hours of compensatory time.

Employees may take the option of receiving compensatory time for all overtime work, except in Section 6 above, and shall be allowed to use their compensatory time within ninety (90) days with at least twenty-four (24) hours notice. Use of compensatory time must be request consistent with process for requesting vacation time. A maximum accumulation of thirty-two (32) hours of compensatory time is allowed. All hours above shall be paid at the rate earned

Section 8. The City agrees to make every attempt to equalize overtime as much as possible. The management shall regularly provide the union with an updated call in list that will be used for all overtime call in purposes. The City agrees that it provide the union with an updated call in list once per month, and will make best efforts to update the list on a biweekly basis. Failure of management to equalize overtime shall be corrected by the assignment of future overtime work and not by back pay.

Section 9. Call-Out-Pay – Emergency. Whenever an employee is called out to work at times other than his regular work schedule, thereby necessitating additional travel to and from work, they shall be guaranteed a minimum of two (2) hours work or pay at time and one-half (1½) regular rate of pay. In addition to the overtime worked, the employee will receive an additional one-half hour (0.5) pay for travel to work. This includes call-in pay and scheduled overtime not in conjunction with regular work hours.

If an employee's call-out requires the employee to be at the workplace for the beginning of the normal workday (example: call-out for a snow emergency at 4:00 a.m. and they are plowing snow into the normal workday) they will be compensated at the appropriate overtime rate of pay for the time worked and one-half hour (0.5 hours) for travel to work.

In both cases, the appropriate overtime rate of pay will be paid provided that at such time or when totaled the employee has exceeded forty (40) hours of active pay status in the given work week.

Section 10. Active Pay Status for the purposes of scheduled overtime calculation shall be defined only as actual time on duty, City-scheduled holidays, and vacation, personal days, or compensatory time granted a minimum of two (2) weeks in advance of the pay period in question.

ARTICLE 22 - SNOW AND ICE CONTROL PROGRAM

Section 1. Shifts established outside regular hours of work and in excess of forty (40) hours in one (1) week as result of a continuing snow and ice control operation will be compensated at the appropriate overtime rate throughout the emergency and a transition of work sites will not be made at the end of the normal work day.

Section 2. Overtime resulting from snow and ice control operation shall be distributed as equally as possible, keeping in mind the employee's seniority and in accordance with classification and work skills, except that this provision shall not apply to employees whose duties are not changed by the emergency.

Overtime list records for overtime for ice and snow control operation shall be kept from the regular overtime list.

Employees shall sign an availability list with their name, address, and telephone number where they can be reached. This list shall be posted on the bulletin board. If either the opening or closing date falls on an off day, the day before and the day after shall be the opening or closing date.

ARTICLE 23 - CALL-IN WORK

Section 1. If an employee will be late for work, in order to protect work, employees must call in fifteen (15) minutes prior to starting time. If no such call is received, employees may be replaced for that scheduled workday and shall receive no pay for such day. However, if employees call, the City agrees to hold that day's work open for fifteen (15) minutes beyond the regular starting time, subject to deduction for the missed time.

ARTICLE 24 - VACATION

Section 1. The vacation year runs from January 1st to December 31st. Vacations are based on continuous service. "Continuous service" is defined as service not broken by resignation or dismissal without

reinstatement within one (1) year of the date of separation.

Employees earn vacation as follows:

Less than one (1) year - contingent on starting date. One (1) through four (4) years completed - two (2) weeks. Five (5) through ten (10) years completed - three (3) weeks.

11 years completed	16 days
12 years completed	17 days
13 years completed	18 days
14 years completed	19 days
15 years completed	20 days
16 years completed	21 days
17 years completed	22 days
18 years completed	23 days
19 years completed	24 days
20 years through retirement	25 days

An employee starting after June 30th in any year will not be entitled to vacation in the starting year, but will be entitled to ten (10) days vacation in the following calendar year. An employee starting between January 1st through June 30th will be entitled to five (5) days vacation in the starting year, as well as ten (10) days vacation in the following calendar year.

Section 2. Any employee on vacation who is called in for emergency work shall be compensated in their regular paycheck at double time (2x) his regular rate of pay, in addition to his regular rate of pay for the vacation.

Section 3. Employees shall be permitted to use vacation in units of two (2) hours. All vacation requests must be submitted a minimum of twenty-four (24) hours in advance.

Section 4. Vacation selection shall be made in order of seniority. Every effort will be made to arrange vacations at a time that is satisfactory to the employee and the Director of Public Works. No more than one (1) employee at a time shall be scheduled for vacation during the months of October and November. All other months, no more than two (2) employees shall be scheduled at a time unless approved by the Director. Vacation shall be granted during the calendar year. If a recognized holiday occurs during an employee's vacation period it shall not be counted as a part of vacation. Once the vacation schedule is approved, it shall not be changed without the written consent of the involved employee. Any change shall not conflict with another employee's approved vacation, and shall be requested at least three (3) weeks prior to the start of vacation.

Section 5. Upon separation from the City's payroll, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation.

Section 6. An employee of the bargaining unit who has more than six hundred (600) hours of sick leave accumulated to the employee's credit as of December 31st of the previous calendar year may convert the excess to vacation on the basis of eight (8) hours sick leave to eight (8) hours of vacation leave, in any given year, up to a maximum of 40 hours vacation providing the employee's sick leave balance after conversion is not less than six hundred (600) hours. Said conversion must have the advance approval of the City Manager and it will only be permitted subsequent to the use of the regular vacation period.

This conversion of vacation may be taken one (1) day at a time with a five (5) day notice, provided that the employee's sick leave balance after conversion is not less than six hundred (600) hours. The conversion of sick leave to vacation is subject to approval of the City Manager and only will be approved subsequent to use of regular vacation.

All bargaining unit employees shall receive four (4) paid personal leave days per year, and such days shall be scheduled with the Public Works Director.

Section 7. Employees shall be permitted to accumulate up to forty (40) hours of vacation, personal leave, and carry over to the next year, provided that no more than forty (40) hours may be carried over into any year without the express written permission of the City Manager.

Section 8. Vacation Conversion to Cash. An employee with a balance of eighty (80) vacation hours may convert the excess over 80 to cash at a rate of hour for hour. An employee may cash in up to forty (40) hours per year. Vacation conversions may occur only as long as the balance after conversion is eighty (80), or if the employee has used at least eighty (80) hours in any given year.

ARTICLE 25 - TERMS AND CONDITIONS FOR PAYMENT OF WAGES

Section 1. Wage rates are subject to negotiations between the Union and Management and are officially set by action of City Council.

Section 2. The pay scale for all bargaining unit employees shall become effective January 1, 2015; January 1, 2016; and January 1, 2017, as set forth in Appendix B.

Section 3. Employees reinstated after resignation shall be restored to the relative pay step held at the time of resignation, but are considered as new employees for the purpose of attaining further step-ups.

Section 4. Employees recalled from layoff shall start on their old salary step and shall receive credit for time worked in the classification since the date of hire or date of last increase.

Section 5. Employees returning from military service shall be reinstated.

Section 6. When an employee is promoted to a classification carrying a higher pay range, his pay is fixed at the rate in his new class next higher to that he held in his old classification.

Section 7. When an employee is reclassified, his compensation shall be fixed at the same rate as in his former classification, if such rate exists, otherwise, at the next higher rate than his previous rate.

Section 8. When an employee is demoted for any reason (except disciplinary), his compensation shall be fixed at the same rate he held in the higher class if the lower class contains such a rate; otherwise, he shall receive the rate in the new class next lower than his rate before demotion.

Section 9. When, because of physical or other infirmities, an employee is unable to perform the duties of his position, but is qualified for service in another classification, he may be reassigned to another classification by the City with the approval of the Civil Service Commission at the same rate of pay, if the new classification contains such a rate; otherwise, at the rate of compensation in such a classification next

lower than his previous compensation.

ARTICLE 26 - PROBATIONARY PERIOD

Section 1. The probationary period for all new employees hired in the bargaining unit shall be one (1) year. There shall be a performance report given to the employee at the halfway point of the probationary period, stating the performance of the employee. The employee shall also receive a performance report ten (10) days prior to the completion of the probationary period stating he has passed or failed his probation and given specific reasons if he failed probation.

ARTICLE 27 - UNEMPLOYMENT

Any full-time employee of the City of Wyoming who is laid off for lack of work or lack of funds shall be compensated as provided for by the Ohio Bureau of Employment Services.

ARTICLE 28 - WORKERS' COMPENSATION

Section 1. An employee who becomes disabled in the performance of their work shall file an injury claim with the Ohio Bureau of Workers' Compensation.

Section 2. The City Administration shall keep the proper Workers' Compensation forms available for employees.

ARTICLE 29 - INJURY-ON-DUTY PAY

Section 1. To receive benefits under this Article, an employee injured on the job must report the injury to the employee's supervisor immediately or as soon as reasonably practicable and must submit required reports to the Director of Public Works within 24 hours of the injury or as soon as physically possible. The City of Wyoming will not be liable for the injury of any employee resulting from, or arising out of, outside employment, or off-the-job injuries. Injury leave may not be used under these circumstances.

Section 2. If an employee sustains an injury or contracts a disease in the course of and arising out of employment with the City of Wyoming and is unable to work, the City will grant Injury Leave to a maximum of 90 workdays; however, this period may be extended at the discretion of the City. This will be converted to sick leave from the beginning if it is subsequently determined that the injury or disease was not in the course of or did not arise out of employment. The City may terminate Injury Leave if the employee has recovered enough to perform available work. The City will pay an employee on Injury Leave the employee's regular weekly pay. Such payments shall take the place of Temporary Total disability payments available through the Bureau of Workers' Compensation.

Section 3. The City may require an employee to perform Transitional Work duties temporarily within the restrictions resulting from allowed conditions of his workers' compensation claim, at the City's option. During the time the City provides Transitional Work, the City will continue to compensate the employee at his regular pay rate. Any physician's release to Transitional Work must include an estimated date for return to regular duties. Transitional Work will be limited to the Public Works Department.

Section 4. In determining an employee's eligibility for leave, or mental or physical ability to perform or return to regular or transitional work, under this Article or under any provision of this Agreement, the City

may rely upon medical evidence presented by the employee or may require the employee to submit to an examination by a physician or other examiner selected and paid for by the City. If an employee does not agree with the results of the City's examination, the employee may appeal to a third physician agreed upon by the City's physician and the employee's physician. The third physician's opinion shall be binding on the City, the employee and the Union and the examination cost shall be paid by the City.

Section 5. By accepting injury leave benefits as described in this Article, the injured employee does not surrender any claims to compensation he or she may be entitled to under B.W.C. for the period when injury leave is not being paid under the injury leave benefit."

ARTICLE 30 - HOLIDAYS

Section 1. This section applies to all Public Works' Employees.

A. The following holidays shall be observed with pay:

- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- The Friday before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

Section 2. Any holiday that falls on a Sunday will be observed on the following Monday. Any holiday that falls on a Saturday will be observed on the previous Friday.

Section 3. Should a holiday fall during an employee's vacation period, the holiday shall not be counted as a vacation day.

ARTICLE 31 - TUITION REIMBURSEMENT

Section 1. An employee of the City who takes a job-related course at an approved educational institution may be reimbursed for tuition expenses. Approval for each such course must be obtained by the employee from the City before the beginning of the course. Payment shall be made after satisfactory completion of each course.

Section 2. An employee may be allowed time off from his position without loss of pay for the purpose of taking job-related course(s) or training at an approved institution with the approval of the City. The number of employees allowed time off from their positions at any one time for the purposes of taking job-related education course(s) shall not exceed one (1) employee. Employees taking educational course(s) shall limit participation during work hours only to those times when no course of similar nature is offered after work

hours. The maximum time off shall not exceed one-fourth (1/4) the total hours an employee is normally scheduled per work week. Any time beyond this amount will be without pay.

ARTICLE 32 - FUNERAL LEAVE

Section 1. In the event of death in the immediate family, an employee shall qualify for funeral leave with pay for up to three consecutive workdays (eight (8) hours) for participation in funeral services or arrangements, one of which must be the day of the funeral service. If the employee needs additional funeral leave he may additionally use up to three (3) days of sick leave, vacation, or compensatory time.

For the purpose of this section, "Immediate family" is defined as spouse, child or stepchild, grandchild, parent, grandparent, stepparent, brother, sister, parents or stepparents of spouse, and grandparents of spouse.

Section 2. If additional time is necessary for an employee to attend the funeral of a member of his immediate family as defined in Section (1) above and said funeral is held three hundred fifty (350) miles or more from Wyoming City Hall, Ohio, said employee shall be entitled to use three (3) sick leave credits for this purpose, provided said employee has a balance of three (3) days sick leave credits prior to departure or may elect to use compensatory time or vacation time.

ARTICLE 33 - P.E.O.P.L.E. DEDUCTION - CREDIT UNION

Section 1. All bargaining unit employees shall have P.E.O.P.L.E. donations from their paycheck upon request of said employee(s). The requested amount deducted shall be transmitted in the same manner to AFSCME Ohio Council 8 as the membership dues deduction, except by separate check, no later than five (5) days after deduction, effective January 1, 1987.

Section 2. All bargaining unit employees may join a credit union of their choice, and the City shall deduct requested amounts and shall transmit said amounts to the credit union of the employee's choice no later than five (5) days after deduction, effective January 1, 1987.

ARTICLE 34 - SAVINGS CLAUSE

Section 1. If any Article or Section of this Contract should be held invalid by operation of law or final judgment of any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Contract shall not be affected thereby; and upon issuance of such final degree, the parties, upon request of either of them, shall meet and confer and endeavor to agree on a substitution provision or that such a substitute provision is not indicated, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section of this Agreement.

ARTICLE 35 - CLOTHING/TOOL ALLOWANCE

Section 1.

A. Annually, the City will provide each Public Works employee with the following uniform items:

- One (1) pair of work boots

- Five (5) T-Shirts
- Two (2) baseball caps
- Eleven (11) pairs of pants
- Eleven (11) shirts
- up to Ten (10) pairs of shorts (employee must submit a request for such to Public Works Director)
- Four (4) pairs of gloves
- Two (2) pairs of safety glasses (1 clear & 1 shaded)

The clothing will be marked with City approved identifiers.

The City shall provide each Public Works employee with one (1) pair of coveralls and one (1) jacket. Each clothing item will be marked with City approved identifiers.

Coverall and jacket replacements shall occur on an as needed basis. A damaged uniform is to be presented to management and if deemed unserviceable the item will be replaced. Replacement of lost work clothing due will be the responsibility of the employee.

- B. As required by job and/or weather conditions, as determined by the City, the City shall provide each employee with the following: helmets, rubber boots, and other safety items needed to promote the safety and welfare of employees, as determined by the City. Employees are required to wear personal protective equipment as assigned and as needed.
- C. Mechanic shall be provided a tool allowance to replace broken and worn out tools, to be paid monthly as a separate line item on employee's payroll check, in the amount of \$45 per month (to be provided with the first pay of each month)

ARTICLE 36 - PROMOTIONS

Section 1. Whenever a vacant position is to be filled in the bargaining unit classification other than entry-level classifications, it shall be filled insofar as practicable by the promotion of employees in the bargaining unit. A vacant position is defined as an open position within a job classification series created by resignation, retirement, death, promotion, or release of an employee from a position.

Section 2. When a promotional examination involves a classification within the established bargaining unit, the employee with the highest final grade shall be appointed. The City will continue to move in the spirit of filling vacant positions through the promotional examination process. When a vacancy occurs in a classification above the entry-level classification and the vacancy is to be filled and there is no eligibility list or related list for the classification, the City shall within ninety (90) days request the Civil Service Commission to determine whether an open competitive fitness test shall be held, or a promotional examination be held among employees whose previous experience would be a natural preparation for the higher position.

Section 3. All bargaining unit employees shall receive on-the-job training for various equipment and other related duties within the Department.

Each classification shall receive up to ninety (90) days of training, at the City's discretion, and shall be

evaluated at midpoint of their training. Upon successfully completing the training he shall be eligible for the promotion examination. If he fails the training, or test, he shall re-qualify and be eligible to take the test within six (6) months from date of failure. If he fails the test for the second (2nd) time, he shall not be eligible to take the test for one (1) year.

Section 4. The term “promotional examination” signifies a fitness test to determine the relative standing of applicants for promotions in a specified class and open to employees in the service who, at the time of the examination, are serving in other specified classes for such a period as may be prescribed by the Civil Service Commission. A promotional examination may include employees in specified classes in all departments, or only in the department for which the eligibility list is being established, as determined by the Civil Service Commission. No employee shall be deemed eligible for a promotional examination whose performance rating was less than eighty percent (80%). If an employee with an eighty percent (80%) rating has been reprimanded since his last rating, the Civil Service Commission may disapprove his application for a promotional examination after first giving him the opportunity to be heard. If the Civil Service Commission under such circumstances decides to disapprove the application, the reasons for such disapproval shall be stated in writing and a copy thereof given to the applicant. Whenever a vacancy occurs and a promotional eligibility list exists for the class, only the person with the highest rating shall be certified.

Section 5. Whenever the Civil Service Commission orders a promotional examination to be held, notice of such examination shall be published by the Civil Service Commission and posted in the department or departments in which eligible employees are employed at least two (2) weeks prior to the examination date. It shall be the duty of the Department Head to see that each eligible employee is notified of the examination or has access to such notice.

Section 6. Each eligible employee who wishes to compete for promotion must fill out the prescribed application at the Office of the City Manager on or before the closing date specified in the official announcement of the examination. The eligible employee must be able to read and write, and must fill in his own application, unless the Civil Service Commission determines that such abilities are not necessary to properly perform the duties of the higher position. The Civil Service Commission may reject an application for promotional examination for the same or similar class within six (6) months previous to the date of the exam.

Section 7. All promotional exams shall be practical in character and shall relate directly to those matters which will fairly test the relative capacity of the person examined to discharge the particular duties of the class of positions to which promotion is sought. Selection may be based on performance ratings, a written test, mental test, practical performance test, or an oral examination in accordance with Civil Service Commission proceedings. If two (2) or more candidates receive the same final grade on a promotional examination, the candidate with the greatest seniority will be ranked highest. If two (2) competitors were hired on the same day, rank on the eligibility list determines relative seniority. Any applicant may inspect his examination papers within thirty (30) days after the results of any examination in which he has competed and approved by the Civil Service Commission or at such other time as authorized by the Civil Service Commission. However, an applicant may review his papers only once. No applicant will be permitted to take notes, copy or reproduce any portion of his examination papers.

Section 8. The Civil Service Commission recognizes the following exceptions in which it may authorize the promotion without competition of an eligible employee. If a vacancy exists in a classification requiring particular and exceptional qualifications of a scientific, managerial, professional, or educational character,

and the appointing authority establishes in writing to the satisfaction of the Civil Service Commission that only one (1) subordinate employee of the department has such qualifications, promotion may be approved under Section 124.30 of the Ohio Revised Code.

Section 9. All bargaining unit members shall serve a thirty (30) day promotional probationary period upon receiving a promotion to a higher classification. If he fails the probation he shall return to his previous position at the present rate and level as described in Appendix B of this Collective Bargaining Agreement.

ARTICLE 37 - PAY PERIOD

All bargaining unit employees shall be paid on a biweekly basis (every two (2) weeks). All employees' paychecks shall be available no later than 11:00 a.m. on payday.

ARTICLE 38 - GRIEVANCE PROCEDURE: ARBITRATION

Section 1. A grievance is an allegation, submitted as herein specified, claiming violation(s) of the express terms of this Contract for which there is no Civil Service or other specified method of review provided by State or City law. Should any dispute or difference arise between the City of Wyoming and the Union concerning the interpretation and/or application of compliance with any provision of this Agreement, such grievance shall be processed in the following manner.

It is the Union's and the Employer's intention that all the time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the Union Steward or President and the Employer's designated representative may mutually agree, at any Step, to short time extensions for the Employer's answer and the Employer's processing of the grievance through the procedure. In the absence of such mutual extensions, the employee-grievant may, at any Step where a response is not forthcoming within specified time limits, move the grievance along to the next Step in the procedure and proceed therein as though the answer at the prior step has been given and was unsatisfactory.

Section 1A. It is understood at any level of the Grievance Procedure that Management and Union are entitled to an equal number of representatives.

STEP 1. When an employee feels that he has a grievance he shall discuss it with the Public Works Director or Acting Public Works Director within five (5) working days of the time in which the employee should have become aware of the incident precipitating the grievance. The Public Works Director or Acting Public Works Director shall attempt to adjust the grievance and give the employee an answer within five (5) working days. If the grievance is not satisfactorily settled, the employee of the Union may, within five (5) working days after receipt of the answer, appeal the grievance to the Public Works Director or the Acting Public Works Director by reducing it to writing on a grievance form setting forth the details of the grievance; i.e., the facts upon which the grievance is based and the relief or remedy requested. The Public Works Director shall meet with the employee, his Union Steward and the Local Union President within two (2) working days and shall render his decision in writing to the employee and the Union President within five (5) working days.

STEP 2. If the grievance is not satisfactorily settled at Step 1, his Union Steward and the Local Union President may, within five (5) working days after receipt of the Step 1 answer, appeal the grievance to the City Manager. The City Manager shall meet with the employee, his Steward, Local Union President, and

Union Staff Representative within five (5) working days from the date of the request and shall render a decision in writing to the employee, the Union President, and Staff Representative within three (3) working days after the Step 2 meeting. If the grievance is not satisfactorily settled, the employee, accompanied by his Union Steward, may appeal his grievance to arbitration within twenty (20) calendar days.

Employer grievances, should they occur as a result of official Union activities or actions, including the failure to act as required under this Agreement, will be presented directly to the Union President within ten (10) days of the date upon which the Employer became aware of the situation prompting the grievance.

Unresolved Employer grievances may be submitted to arbitration pursuant to Step 3 herein.

STEP 3. In grievances that are posted for arbitration, the charging party shall, within twenty (20) days of the Step 2 answer, submit the matter to arbitration. The Federal Mediation and Conciliation Service (FMCS) shall be contacted for a list of arbitrators.

- A. The Union and the City shall move to select an arbitrator in an expedient manner once FMCS transmit the panel of arbitrators, unless it is agreed in writing that the selection of an arbitrator may be delayed. The Union shall first strike a name. Thereafter, each side alternately strikes a name from the list until one (1) remains. The fees and expenses of the arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employee, his Steward, and any necessary witnesses shall not lose any regular straight-time pay for time off the job while attending arbitration proceedings.
- B. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes, as set forth in Section (1) hereof, and in reaching his decision the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed to by the parties).
- C. All decisions of arbitrators consistent with Paragraph (B) of this Article and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive, and binding on the City, the Union, and the employees. A grievance may be withdrawn by the filing party at any time during the Grievance 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 grievances.
- D. A policy grievance which affects a number of employees may initially be presented by the Union at Step 2 or Step 3 of the Grievance Procedure.

ARTICLE 39 - GRIEVANCE PROCEDURE: DISCIPLINARY ACTION AND OTHER APPEALS

Section 1. A grievance is an allegation, submitted as herein specified, claiming violation(s) of the express terms of this Contract for which there is no Civil Service or other specific method of review provided by State or City Law. Should any dispute or difference arise between the City of Wyoming and the Union concerning the interpretation and/or application or compliance with any provision of this Agreement, such grievance shall be processed in the following manner.

Section 1A. It is understood at any level of the Grievance Procedure that Management and Union are entitled to an equal number of representatives.

STEP 1. When an employee feels that he has a grievance he shall discuss it with the Public Works Director or Acting Public Works Director, within five (5) days of the time when the employee becomes aware of the incident precipitating the grievance. The Public Works Director or Acting Public Works Director shall attempt to adjust the grievance, and give the employee an answer within five (5) working days. If the grievance is not satisfactorily settled, the employee or the Union may, within five (5) working days after receipt of the answer, appeal the grievance to the Public Works Director or Acting Public Works Director by reducing it to writing on a grievance form setting forth the details of the grievance; i.e., the facts upon which the grievance is based, and the relief or remedy requested. The Public Works Director or Acting Public Works Director shall meet with the employee, his Union Steward and the Local Union President within two (2) working days and shall render his decision in writing to the employee and the Union President within five (5) working days.

STEP 2. If the grievance is not satisfactorily settled at Step 1, the employee, his Union Steward and the Local Union President may, within five (5) working days after receipt of the Step 1 answer, appeal the grievance to the City Manager. The City Manager shall meet with the employee, his Steward, Local Union President and Union Staff Representative within five (5) working days from the date of the request and shall render a decision in writing to the employee, the Union President and Staff Representative within three (3) working days after the Step 2 meeting. If the grievance is not satisfactorily settled, the employee, accompanied by his Union Steward, may appeal his grievance to the Civil Service Commission.

STEP 3. If the grievance is not satisfactorily settled in Step 2, the employee or the Union may, within ten (10) working days after receipt of the decision rendered in Step 2, appeal in writing to the Civil Service Commission. In the event that such an appeal is filed, the Civil Service Commission shall hear such appeal within thirty (30) days from and after its filing with the Civil Service Commission and may affirm, disaffirm, or modify the decision complained of in the appeal. Written notice shall be given to the employee and the City Manager of the time and place of the hearing of the appeal. The Civil Service Commission shall hear the evidence upon the charge and specifications as filed with it by the appointing authority. No material amendments of, or additions to, the charges of specifications will be considered by the Civil Service Commission. The proceedings shall be as informal as is compatible with the requirements of justice.

- A. **Order of Proof:** The order of proof shall be as follows: The City Manager shall present his evidence in support of the charges. The employee shall then produce such evidence as he may wish to offer in his defense. The parties in interest may then offer rebuttal evidence. The Civil Service Commission may, in its discretion, hear arguments.
- B. **Evidence and Counsel:** The admission of evidence shall be governed by the Ohio Rules of Evidence. The Civil Service Commission shall have the power to subpoena and require the attendance of witnesses and the production of pertinent documents, and to administer oaths. The City Manager may be represented by the City Solicitor or other legal counsel, and the Civil Service Commission shall, after due consideration, render its judgment affirming, disaffirming, or modifying the action of the appointing authority.
- C. **Failure of Parties to Appear:** If the employee shall fail to appear at the time fixed for the hearing, the Civil Service Commission shall hear the evidence and render judgment thereon. If the City Manager

shall fail to appear at the time fixed for its hearing, and if no evidence is offered in support of his charge or charges, the Civil Service Commission shall forthwith notify the City Manager and the employees of its judgment.

The acceptance by the City Manager of the resignation of an employee discharged before the final action on the part of the Civil Service Commission will be considered a withdrawal of the charges and the separation of the employee concerned shall be recorded as a resignation and the proceeding shall be dismissed without judgment. Whenever a dismissal, demotion, or suspension of an employee is disapproved by the Civil Service Commission and a reinstatement ordered, the employee involved may, as determined by the Civil Service Commission, receive the pay he lost because of such dismissal, demotion, or suspension. After hearing and consideration of the evidence, the Civil Service Commission shall promptly file a written statement of its findings with the City Manager. The decision of the Civil Service Commission shall be in writing and shall be final. The complaint, all written documents which may have been considered by the Civil Service Commission, the findings, conclusions, and decision of the Civil Service Commission shall be promptly filed in the office of the City Manager and shall be of public record.

STEP 4. In the case of suspension, demotion, or discharge of any employee, that employee or the representative of the City filing the initial charge may appeal from the decision of the Civil Service Commission to the Court of Common Pleas in accordance with the procedure provided in Section 119.12 of the Ohio Revised Code.

Section 2. The time limits set forth in the Grievance Procedure may be extended by mutual agreement by the City and the Union.

Section 3. A failure of probation is not subject to the Grievance Procedure.

ARTICLE 40 - DISCIPLINARY PROCEDURE

Section 1. The principle of progressive discipline shall be followed, as described in the City's Civil Service rules.

Section 2. No employee shall be disciplined for more than a written reprimand unless a hearing is held by the Public Works Director. Notice of the reason(s) for disciplinary action shall be given to the Steward at least two (2) working days prior to the date of the scheduled hearing. At this hearing the employee shall have the right to be represented by the Union.

Section 3. An employee may appeal any disciplinary action higher than a written reprimand commencing at Step 2 of the Civil Service Grievance Procedure. Any disciplinary action constituting a written reprimand or less is not subject to the Grievance Procedure.

Section 4. A written department reprimand may be removed from an employee's file after three (3) years. Any greater disciplinary action shall remain a permanent part of an employee's file and shall not be removed.

ARTICLE 41 - HEALTH INSURANCE

Section 1. The City shall pay the premium for major medical/hospitalization insurance, including the

prescription drug card comparable to levels of coverage established in the policy that took effect on January 1, 2011, for the term of this contract. The Union recognizes that all other costs are the responsibility of the employee; provided however:

Effective January 1, 2015 and for the duration of this contract, employees shall contribute an amount equal to 20% of the COBRA premium which is determined annually. Employees qualifying for the Wellness Incentive Rate shall contribute an amount equal to 12% of the COBRA premium. To qualify for the Wellness Incentive Rate, covered employees, spouses, and dependent children over the age of 19 and not enrolled full-time in school, must participate in the Health Risk Assessment and Biometric Screening offered through the City's Wellness Program. In the event that during the duration of this agreement the City no longer offers the Health Risk Assessment and Biometric Screening or other agreed upon Incentive Program/Incentive Rate, the employee shall contribute an amount equal to 12% of the COBRA premium.

Major Medical Benefits:

2012 and thereafter

Individual Calendar Year Deductible	\$200
Family Calendar Year Deductible	\$400

If a Plan Member incurs covered major medical expenses in excess of Basic Benefits and the Calendar Year Deductible, the Plan will pay 80% of the next \$3,000 beginning 1/1/2006 or \$6,000 for family of covered UCR charges, then 100% for the remainder of the Calendar Year, except Mental Health Services, Drug Addiction or Alcoholism.

The Plan can be amended without bargaining in order to ensure that the Plan remains compliant and subject to advisory committee approval.

Two (2) members of the AFSCME Union will be invited to participate in a Health Insurance Benefits Advisory Board, which shall meet at least once per year, to provide input and feedback to the City Manager related to the City's employee health insurance benefits.

Prescription Drug Plan:

	<u>Current</u>	<u>1/1/09 and thereafter</u>
Generic Drug copay	\$ 5.00	\$5.00
Brand Name Drug copay	\$15.00	\$20.00
Non-Formulary Drug copay	\$25.00	\$40.00

Section 2. Dental/Optical Plan: The City agrees to provide Dental II, Optical and Hearing Aid Insurance for all bargaining unit members through the Ohio AFSCME Care Plan. The total cost to the Employer shall be \$33.25 per month, per employee.

ARTICLE 42 - SICK LEAVE

Section 1. Each employee in the respective position hereof, shall receive their sick leave as set forth below.

Section 2. Crediting of Sick Leave: Sick leave credit shall be earned at a rate of ten (10) hours per month of service in active pay status which includes paid vacation and paid sick leave, but shall not include unpaid leave of absence or layoff. The maximum accumulation of sick leave per year is one hundred twenty (120) hours. An employee may accumulate his leave up to one thousand six hundred (1,600) hours. For employees hired prior to January 1, 2015, a conversion rate of two-thirds (2/3's) of the accumulated sick leave shall be paid in cash upon retirement or layoff with no recall from the City. For employees hired as full time employees on or after January 1, 2015 upon retirement, after 10 or more years of service to the City, an employee of the City shall be paid for one-fourth (1/4) of the employee's unused sick leave days, but not to exceed 800 hours regardless of the accumulated sick leave amount.

Section 3. Expiration of Sick Leave: If illness or disability continues beyond the time covered by earned sick leave, the employee may use any accumulated vacation time or personal days prior to granting S.W.O.P. leave.

Section 4. Charging of Sick Leave: Sick leave shall be charged in units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payments shall not exceed the normal scheduled workday or work week earnings.

Section 5. Notification by Employees: When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person, within fifteen (15) minutes prior to the time he is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor.

Section 6. Abuse of Sick Leave: Employees failing to comply with sick leave rules and regulations shall not be paid and shall be subject to disciplinary action.

Section 7. Physician's Statement: Where sick leave is requested to care for a member of the immediate family, the City may require a physician's statement to the effect that the presence of the employee is necessary to care for an ill person.

Section 8. Physical Examination: The City may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the City. Sick without pay leave (S.W.O.P.) shall be granted when an employee is sick or injured but does not have a sick with pay (S.W.P.) balance. If the leave extends beyond one (1) month, a medical certificate shall be required before an employee can return to work.

Section 9. Use of Sick Leave: No employee shall be required to furnish a doctor's certificate unless he is absent from work for more than three (3) consecutive days in any calendar year. After three (3) consecutive days he will be required to furnish a doctor's certificate for the remainder of that calendar year. More than five (5) days' absence in any six (6) month period may be deemed excessive. If an employee reaches a sixth (6th) event (defined as consecutive work days related to a single illness or injury) of sick leave usage in any calendar year, a doctor's excuse will be required for each instance of sick leave used during the remainder of that calendar year. Scheduled appointments with medical providers for preventative or routine healthcare purposes, with sufficient evidence from the medical provider provided to the Director of Public Works, are excluded as events for the purposes of this Article. A calendar year shall be January 1 through December 31.

Section 10. Approval of Usage: Employees may use sick leave for the following reasons:

- A. Illness or injury of an employee or a member of his immediate family, wherein the employee's presence is required.
- B. Medical, dental or optical examination or treatment of employee or member of his immediate family, which requires the employee's presence and which cannot be scheduled during non-working hours.
- C. If a member of the immediate family is afflicted with a contagious disease and the care and attendance of the employee is required or who, through exposure to a contagious disease which could be communicated to other employees.
- D. Pregnancy and/or childbirth and other conditions related thereto.

Section 11. Any employee that utilizes forty (40) or fewer hours of sick leave (does not include sick leave converted into vacation leave) in a calendar year will be eligible for an annual cash bonus that will be paid in the first pay period of the next calendar year. Employees that use ten (10) or fewer hours of sick leave in a calendar year will receive \$350.00, employees that use eleven (11) to thirty (30) hours of sick leave in a calendar year will receive \$200.00, and employees that use thirty-one (31) to forty (40) hours of sick leave in a calendar year will receive \$100.00.

ARTICLE 43 - WAGES

Section 1. This Article on wages is the sole source of right and obligations of the parties of this Collective Bargaining Agreement in these matters. Furthermore, the following language is intended to supersede all provisions applicable to public employees in the Ohio Revised Code and/or the Rules of the Department of Administrative Services and Civil Service Commission relative to wages. Employees will be paid in accordance with classification and pay plan set forth in Appendix B, as agreed upon by both parties in this section and Article effective January 1, 2015.

Section 2. Prior to the payment of any compensation which is subject to contribution for Public Employees Retirement System (PERS) credit, the City shall deduct from the employee's gross compensation the amount of the employee's PERS contribution as a salary reduction through December 31, 2017. The City shall pay over to PERS this amount designated as an employee contribution in lieu of the employee contribution. All members of the bargaining unit shall participate in salary reduction. The City shall report all compensation (i.e., including the reduction amount) to PERS as employee compensation.

Section 3. PERS: This contribution will be ten percent (10%) for the duration of this contract.

ARTICLE 44 - COMMERCIAL DRIVER'S LICENSE

The parties agree that under Act 346 of 1988 certain Labor and Trades and Safety and Regulatory employees may be required to obtain and retain a Commercial Driver's License (CDL) to continue to perform certain duties for the Employer.

Whenever a CDL is referred to, it is understood to mean the CDL and any required endorsements.

The Employer will provide training to those employees required by the City to pass the commercial driver's license exam. The Employer will make every reasonable effort to schedule the training during normal working hours. Employees shall be permitted time off to participate in the training. The training shall be at the Employer's expense.

All employees will be granted time off with pay to take the knowledge and driving test. All license and testing fees including renewals will be paid by the Employer.

In order to implement this provision, the parties agree to the following:

1. The Employer will reimburse the cost of the required CDL Group License Endorsement for those employees in positions where such licenses and endorsements are required.
2. The Employer will reimburse the fee for the skills test, if required. Where a skills test is required, the employee will be permitted to utilize the appropriate Employer vehicle.
3. Employees shall be eligible for a grant of administrative leave to take the test to obtain or renew the CDL.
4. Employees desiring to transfer, promote, bump, or be recalled to a position requiring a CDL are eligible for reimbursement for obtaining the initial CDL and shall be eligible for reimbursement for renewal.
5. Any employee hired after January 1, 1991, shall be required to obtain the necessary CDL certifications before or within six (6) months of hire, as a condition of successful completion of the probationary period.

Any employee hired prior to January 1, 1991, who fails to obtain the required CDL by April 1, 1992, shall be placed in the Unlicensed Step of their current classification series. The employee's pay shall be frozen at their current rate of pay, pending successful completion of the CDL requirement or until such time as the rate of pay for the red line step of their classification exceeds their frozen rate of pay.

6. Employees required to obtain a medical certification of fitness shall have the "Examination to Determine Physical Condition of Drivers" form filed in their medical file. A copy of the medical "Examiner's Certificate" shall be filed in their personnel file. The Employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination.

ARTICLE 45 - LONGEVITY PAY

Section 1. At the discretion of the City Manager, and upon evidence of merit, all regular, full-time employees with three (3) or more years of continuous service shall be eligible for longevity pay. Such longevity pay, when so determined by the City Manager, shall be paid at the rates set forth below, for each year of service, after the third year, up to a maximum of twenty-eight (28) years of service, (i.e. twenty-five (25) years maximum longevity pay), maximum, of \$60.00 per year of service for each year of service. Continuous service shall be calculated as outlined in Section 2.

Section 2. For the purposes of calculating longevity pay, all employees in the bargaining unit shall begin with three (3) years of continuous service. For all current employees of the City in the bargaining unit, continuous service shall be calculated to begin January 1, 2006. For example, on January 1, 2007, all employees in the bargaining unit shall have earned one (1) year of continuous service, and when added to their existing three (3) years of credited service, it shall equate to four (4) years of continuous service. For future hires, continuous service will begin to be calculated on their date of hire.

ARTICLE 46 - DURATION

This Collective Bargaining Agreement by and between the City of Wyoming, Ohio and AFSCME Ohio Council 8, Local 1093-D, AFL-CIO shall be effective January 1, 2015 and shall continue in effect for three (3) years until December 31, 2017, and thereafter from year to year unless either party gives no less than ninety (90) days written notice prior to December 31, 2017, midnight, or any yearly anniversary date thereafter, to terminate this Collective Bargaining Agreement provided, that should any applicable change be made to state law that would be contrary to any provision herein, that provision would be automatically affected accordingly

Appendix A – BARGAINING UNIT CLASIFICATIONS

Maintenance Worker I
Maintenance Worker II
Senior Maintenance Worker
Maintenance Crew Leader
Senior Maintenance Crew Leader
Mechanic
Mechanic Specialist

Appendix B

	1/1/15	1/1/16	1/1/17
Maintenance Crew Leader			
<i>Red Line</i>	\$24.76	\$25.31	\$25.88
1-10 Years	\$25.53	\$26.11	\$26.69
11-20 Years	\$26.31	\$26.90	\$27.50
20+ Years	\$27.09	\$27.70	\$28.32
Senior Maintenance Crew Leader			
<i>Red Line</i>	\$25.84	\$26.42	\$27.01
1-10 Years	\$27.10	\$27.71	\$28.33
11-20 Years	\$28.34	\$28.97	\$29.63
20+ Years	\$29.60	\$30.27	\$30.95
Mechanic			
<i>Red Line</i>	\$24.36	\$24.91	\$25.47
2 Years	\$24.82	\$25.37	\$25.95
4 Years	\$25.28	\$25.84	\$26.43
6 Years	\$25.73	\$26.31	\$26.91
8 Years	\$26.19	\$26.78	\$27.39
10 Years	\$26.66	\$27.26	\$27.88
15+ Years	\$27.10	\$27.71	\$28.33
Mechanic Specialist			
<i>Red Line</i>	\$24.37	\$24.92	\$25.48
1-10 years	\$24.94	\$25.50	\$26.07
11-20+ years	\$25.53	\$26.11	\$26.69
Maintenance Worker I			
<i>Red Line</i>	\$16.12	\$16.48	\$16.85
2 Years	\$16.36	\$16.73	\$17.11
4 Years	\$16.61	\$16.98	\$17.36
6 Years	\$16.86	\$17.24	\$17.63
8 Years	\$17.11	\$17.49	\$17.88
10 Years	\$17.36	\$17.75	\$18.15
15+ Years	\$17.63	\$18.02	\$18.43
Maintenance Worker II			
<i>Red Line</i>	\$20.41	\$20.87	\$21.34
2 Years	\$20.73	\$21.19	\$21.67
4 Years	\$21.03	\$21.51	\$21.99
6 Years	\$21.35	\$21.83	\$22.32
8 Years	\$22.56	\$23.07	\$23.59
10 Years	\$24.16	\$24.71	\$25.26
15+ Years	\$24.39	\$24.94	\$25.50
Senior Maintenance Worker			
<i>Red Line</i>	\$22.40	\$22.90	\$23.42
1-10 years	\$22.82	\$23.33	\$23.86
11-20+ years	\$23.25	\$23.77	\$24.30

Maintenance Worker Skills (Amount below will be added to qualifying hourly rate of the employee for the life of contract, as long as employee retains certification. Certification qualifications to be established by Public Works Director and City Manager. The City will reimburse training cost at 100% upon employee's successful completion of certification.) The equipment operator skill pay line will remain in the contract, but will not be addressed nor implemented for the duration of this contract. The City reserves the right to deny Equipment Operator skill pay if the attainment of said skill is more costly then the economic benefit the City will receive for such skill being attained.

<i>HVAC</i>	<i>\$1.00</i>
<i>Electrical</i>	<i>\$0.50</i>
<i>Herbicide Application</i>	<i>\$0.25</i>
<i>Equipment Operator</i>	<i>\$0.50</i>
<i>Arborist</i>	<i>\$1.00</i>
<i>Playground Inspection</i>	<i>\$0.25</i>
<i>Pool Operator</i>	<i>\$0.25</i>

FOR THE UNION:

[Signature]
Charles A. Johnson
Ch. B. [Signature]
[Signature]

Date: 1-7-15

FOR THE CITY OF WYOMING:

[Signature]
[Signature]
[Signature]

Date: 1.7.15

