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**AGREEMENT**

**BETWEEN**

**THE CITY OF LOGAN**

**AND**

**OAPSE/AFSCME LOCAL 4/AFL-CIO**

**AND**

**ITS LOCAL #002A**

**Case No. 2014-MED-03-0397**

**July 1, 2014 – June 30, 2016**

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## Preamble

THIS AGREEMENT is entered into between the City of Logan, Ohio, hereinafter referred to as City, and the Ohio Association of Public School Employees/AFSCME/AFL-CIO on behalf of Local #002A, hereinafter referred to as the bargaining unit hereinafter described.

The parties recite and declare that:

1. This Agreement shall be implemented consistent with the legislative authority of the City of Logan, Ohio.
2. Both parties to this Agreement desire to improve employee efficiency and the quality of service rendered by employees to employer, the City of Logan, Ohio and the public, to promote harmonious relations between the City and the Union and employees, and to enter into an Agreement covering rates of pay, hours of work, and other terms and conditions of employment.

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the City and the Union covenant and agree as follows.

## **ARTICLE 1** **MANAGEMENT RIGHTS**

**Section 1.1.** Except as specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, layoff, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any Department or Division; to transfer employees, enlarge any Department or Division; to transfer employees (including the assignment and allocation of work) within Departments, or to other Departments; to introduce new and/or improved equipment, methods and/or facilities; to determine work methods; to determine the size and duties of the work force, the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns including but not limited to assignment of employees, number employed, duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as expressly provided herein and as permitted by law.

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

**Section 2.1.** The City recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit. The bargaining unit shall include all employees, who have completed their ninety (90) day probationary period, in the classifications as described in the salary schedules. Members of the bargaining unit shall hereinafter be referred to as employees.

**Section 2.2.** The City shall maintain a current seniority list which shall be available to the Union within a reasonable time after being requested. Seniority is defined as the initial hire date of the employee unless otherwise specified in the contract.

**Section 2.3.** All management-level employees, confidential employees, professional employees, seasonal and casual employees, supervisors, and students as defined in the Act are excluded from the bargaining unit.

**Section 2.4.** Foremen may do bargaining unit work during regular business hours or for call-in and will be permitted to perform bargaining unit job duties as long as all employees in the bargaining unit, assigned to work in these departments, are not caused to lose work hours, overtime opportunities, or be laid off.

**Section 2.5.** In the event of a change of duties of a position within the bargaining unit, or in the event that the Employer establishes a new position, the parties will meet to determine if the position is in the bargaining unit. If the parties are unable to agree on the bargaining unit status of the position, the issue shall be subject to appeal by the Union to the State Employment Relations Board.

### **ARTICLE 3** **SCOPE OF BARGAINING**

**Section 3.1.** The Union has bargaining rights for all employees in the bargaining unit on all matters pertaining to wages, hours, fringe benefits, and other matters of economic welfare, working conditions, grievance procedures, membership dues deduction, terms and conditions of employment, modification, or deletion of an existing provision and practice of the collective bargaining agreement.

**Section 3.2.** When a supervisor is absent for more than one day the City shall appoint an in-charge person in his absence. If a supervisor is absent for one day or less the City may appoint an in-charge person in his absence.

### **ARTICLE 4** **UNION SECURITY AND DUES DEDUCTION**

**Section 4.1.** Employees of the bargaining unit who are not members of the Union and its Local #002A upon the successful completion of sixty (60) calendar days of employment shall pay to the Union a fair share fee as a condition of their continued employment with the City of Logan. Such fair share fee shall not exceed dues paid by members of the Union and its Local.

**Section 4.2.** The Union shall notify the City of the fair share fee amount and of any changes in the amount of dues deductions and shall concurrently provide to each non-member employee a notice of the amount of the fee, adequate explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount and how to receive a rebate, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Union's internal rebate procedure.

**Section 4.3.** Fair share fee shall be deducted through the payroll deduction in the same manner as dues deductions, except that written authorization for fair share fee deduction is not required. Both dues and fair share fees shall be forwarded to the State Union with notices of names, addresses and amounts.

**Section 4.4.** OAPSE membership dues shall be deducted from the employees' pay each pay day in equal deductions starting with the first paycheck of July and continuing until dues are paid. The City shall submit payment of dues to the State Union (OAPSE). The City Treasurer shall submit payment of dues to the State Union each pay period in which deductions are made, a check for the amount deducted. (This also applies to the agency fee.)

**Section 4.5.** Individual authorization forms shall be furnished by the State Union and when executed shall be filed by the Local with the City Treasurer.

**Section 4.6.** The City agrees not to honor dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization for the life of this Agreement.

**Section 4.7.** The Union shall indemnify the City, its members and its administrative and supervisory employees, including the City's Treasurer (all hereinafter referred to as "the indemnities"), and hold them harmless from any and all liability, damages and expenses including but not limited to legal fees at customary rates in the community and costs directly or indirectly incurred by the indemnities, as the result of any legal action or administrative claim brought against them as a result of the provisions of this Article.

**Section 4.8.** Any employee of the City who requests dues deduction by payroll, shall be entitled to that right without any interference from the City and/or its designees.

**Section 4.9.** All employees in the bargaining unit who are members of OAPSE Local #002A, on the effective date of this Contract and all employees who, at their option, become members of the Union at any time during the life of this Contract shall continue to be members of this Union, except that employees wishing to cancel Union membership must do so in writing by giving notice to the City and the State Union between the tenth (10th) and twentieth (20th) day prior to the expiration of the Contract. The City will not honor dues deduction revocations from any employees, except as provided herein.

**Section 4.10.** The City agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in 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 City and the Union. The City agrees to remit any deductions 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.

**ARTICLE 5**  
**NONDISCRIMINATION**

**Section 5.1.** The parties agree that neither the City nor the Union shall discriminate against an employee because of his membership or non-membership in the Union or his participation or lack of participation in the Union activities.

**Section 5.2.** No employee in the bargaining unit shall be appointed, reduced, removed, or in any way favored or unlawfully discriminated against because of his/her race, creed, color, religion, national origin, ancestry, veterans status, military status, or genetic information and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or disability.

**Section 5.3.** Wherever the male gender is used in this Agreement, it shall be considered to include male and female members.

**ARTICLE 6**  
**UNION PRIVILEGES**

**Section 6.1.** Union representatives may be permitted to enter the premises of the City at reasonable time for individual discussions of working conditions with the employees to adjust grievances or otherwise to assist in carrying out the terms of this Agreement, provided that authorization is first obtained from the City Safety/Service Director or his designated representative and that the employee's work performance is not interfered with. Such authorization by the City Safety/Service Director shall not be arbitrarily denied.

**Section 6.2.** The Union shall notify the City in writing the name, address, and phone number of two (2) persons who are not City employees to act as such Union representatives. If the designated Union representatives are not available, another Union representative may substitute as the Union representative under the same terms and conditions when properly identified.

**Section 6.3.** The City shall permit the Union to use City bulletin boards for the posting of material dealing with Union matters. The City shall not arbitrarily withhold such permission, but the City may deny the use of its bulletin boards if it considers the material to be of a defamatory nature.

**Section 6.4.** Union representatives may review an employee's personnel files at reasonable times in the presence of a representative of the City and when accompanied by the employee. The City shall permit the Union reasonable access to budgets or other public records which the Union may need to review to fulfill its role as the bargaining unit representative.

**Section 6.5.** The City shall permit no more than two (2) Union members to attend District, State, and National meetings that are sponsored by the Union with no loss of pay or loss of personal sick leave days. There shall be combined limit of six (6) total days per year for such meetings.

**ARTICLE 7**  
**HOURS OF WORK**

**Section 7.1.** The normal workweek shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. Where there is a continuous twenty-four (24) hours a day, or seven (7) day per week operation made necessary because of the nature of the week, the normal workweek shall consist of five (5) consecutive days, eight (8) hours per day and forty (40) hours per week, but not necessarily Monday through Friday. Exceptions to the five (5) consecutive day, eight (8) hours per day, forty (40) hours per week schedule to accommodate shift changes shall not be cause for premium pay. Normal work hours for the Service Departments will be 7:00 a.m. to 3:30 p.m.

**Section 7.2.** Employees shall be granted a fifteen (15) minute break during each four (4) hour work period. The employee shall receive the applicable rate of pay for these breaks.

**Section 7.3.** Employees shall be granted and/or paid for a thirty (30) minute meal period for each four (4) hours of call-out or each four (4) hours extended work requested by the City.

**ARTICLE 8**  
**WAGES**

**Section 8.1.** The regular rate of pay for employees shall be defined as the hourly rate as listed in the salary schedule which is attached hereto and by reference incorporated.

**Section 8.2.** Employees shall be paid with their checks in an envelope every two (2) weeks in equal installments subject to increases which may be granted during the course of the year.

**Section 8.3.** Employees who are not scheduled to work on the regular payday, due to their regular work schedule assignment, may receive their paychecks in the mail. Such employees must make a written request to the City Auditor by the close of the Auditor's office on the Monday preceding the payday for which they wish to have their checks mailed. The Auditor will mail such checks before the close of business on the day preceding payday until such written request for payment by mail is terminated in writing by the employee.

**Section 8.4.** Employees shall be notified on each paycheck as to their sick leave accumulation and vacation accrual.

**Section 8.5.** The employer will offer employees the option of direct deposit, if available.

**ARTICLE 9**  
**WAGES**

**Section 9.1.** The salary marked as Exhibit A shall reflect the wage rates for the entire length of this two (2) year agreement.

Effective first full pay period after ratification each bargaining unit member shall receive a five hundred (\$500.00) dollar signing bonus.

Effective 7/1/2015 each bargaining unit member shall receive a five hundred (\$500.00) dollar signing bonus the first full pay date in July 2015.

**Section 9.2.** A shift differential shall be paid to employees regularly assigned to work shifts other than the normal daytime shift. The shift differential shall be paid for all hours worked that qualify for shift differential and shall be considered part of the regular rate of pay for overtime purposes for those employees qualifying for such shift differential. Employees working second shift, 2:00 PM to 10:00 PM or 3:00 PM to 11:00 P.M. shall be paid thirty (\$.30) cents per hour shift differential payment. Employees working third shift, 10:00 PM to 6:00 AM or 11:00 PM to 7:00 AM shall be paid a thirty-five (\$.35) cents per hour differential payment.

**Section 9.3.** Beginning January 1, 1997, License Pay shall be converted to an hourly rate and added to the employees' regular hourly rate of pay.

**Section 9.4. SALARY SCHEDULES**

	7/1/2014
<b>Asst. Chief Engineer</b>	
Step 1	14.67
Step 2	15.50
Step 3	16.09
Step 4	16.76
<b>Lab Technician</b>	
Step 1	15.50
Step 2	16.14
Step 3	16.76
Step 4	17.38
<b>Asst. Engineer</b>	
Step 1	13.91
Step 2	14.41
Step 3	15.03
Step 4	15.61
<b>Equipment Operator and Mechanic</b>	
Step 1	13.71
Step 2	14.27
Step 3	14.84
Step 4	15.61
<b>Probationary 90 day</b>	12.97

## LONGEVITY STEPS

**Section 9.5.** Add appropriate amount of hourly rate based on the following schedule of years of service:

Years	Increases of Hourly Rate
4	\$.15
6	.25
7	.35
9	.40
12	.45
15	.60
18	.70
20	.80
22	.90
25	1.10
27	1.20

**Section 9.6.** A shift other than the regular daytime shift shall be defined as a shift in which a majority of the hours occur after 5:00 p.m. and/or before 6:00 a.m.

**Section 9.7.** Effective July 1, 2002 any employee required to possess an air conditioning license shall be paid ten (\$.10) per hour in addition to their regular rate of pay for the duration of their employment with the City as a mechanic. After July 1, 2002 no employee will be required to possess an air conditioning license and will not be paid the additional ten cents (\$.10) per hour.

### **Section 9.8. ASSISTANT ENGINEERS AND OPERATORS LICENSE SCHEDULE**

Assistant Engineers and Operators assigned to the Water and Sewer Plants (water distribution and waste water collection) possessing a Class I Operators License shall be paid thirty-five (\$.35) cents per hour in addition to their regular rate of pay.

Assistant Engineers and Operators assigned to the Water and Sewer Plants (water distribution and wastewater collection) possessing a Class II Operators License shall be paid seventy eight (\$.78) cents per hour in addition to their regular rate of pay.

Employees possessing a Class III Operators License shall be paid one dollar twenty-nine cents (\$1.29) per hour in addition to their regular rate of pay.

**Section 9.9.** When a supervisor is absent for more than one day the City shall appoint an in-charge person in his absence. If a supervisor is absent for one day or less the City may appoint an in-charge person in his absence. Any bargaining unit member that is appointed/placed into an

in-charge position shall be compensated at the employee's regular rate of pay plus the employee's longevity rate and plus an additional 10% (calculated from the sum of the employee's regular rate of pay plus longevity rate).

**Section 9.10.** Employees required to maintain a CDL shall be paid twenty-five (\$.25) cents per hour in addition to their regular rate of pay and shall be reimbursed the cost of the license renewal. Employees who work in a position that does not require a CDL License shall continue to receive the CDL rate of pay as long as they maintain a current license.

**Section 9.11.** Employees who acquire or possess a tanker endorsement to their CDL License will receive an additional five (\$.05) cents per hour in addition to their regular rate of pay. Employees who acquire or possess an airbrake endorsement to their CDL License will receive an additional five (\$.05) cents per hour in addition to their regular rate of pay.

**Section 9.12.** Employees must provide a copy of license upon new issue or renewal.

## **ARTICLE 10** **PREMIUM PAY**

### **Section 10.1. Overtime.**

- A. 1. Employees required to work more than eight (8) hours on any one (1) shift or more than forty (40) hours during a scheduled work week shall be compensated at the rate of one and one-half (1½) times the employee's base rate of pay for all work over eight (8) hours or over forty (40) hours, whichever is applicable, when such work is authorized by the City Safety/Service Director or his authorized representative. Such payment shall be made to the nearest one-half (½) of an hour.
2. All hours worked on the seventh (7) consecutive day of work up to eight (8) hours shall be compensated at double time. All hours worked beyond fifty-six (56) hours in a seven (7) day period shall be compensated at two and one-half (2½) times the employee's regular rate of pay.
3. Holiday taken as days off during a duty week or sick leave or funeral leave taken during a duty week will count as hours worked for purposes of calculating overtime. Employees may choose to receive payment for overtime work by compensatory time off at the rate earned. All compensatory time must be awarded within a twelve (12) month period from the time it is earned. The City shall provide procedures for the administration of compensatory time.
4. Comp time earned shall be in one lump sum check to the life insurance beneficiary upon an employee's death.
- B. 1. Overtime will be distributed within a Department on an equitable basis from a list which shall initially be established in order of seniority. If an employee cannot be

reached to work an overtime assignment, he shall not be credited for those hours. For purpose of equitable distribution of overtime, time refused on this basis will be credited as overtime worked. Employees may request in writing to be removed from the overtime list. Reinstatement to the list must also be requested in writing. Reinstatement shall consist of an employee being credited with one (1) more hour than the employee with the most hours of overtime. Reinstatement shall be once during a calendar year January 1-December 31 computed from the date of the request for removal.

2. For this Section, seniority shall be defined as the uninterrupted length of continuous service within the bargaining unit City-wide excluding the safety division.
3. An employee refusing overtime three (3) consecutive times shall be removed from the overtime list. The employee may be reinstated to the overtime list one year from the date of the last refusal of 3 consecutive overtime opportunities.
4. If an employee is on authorized leave, if the employee cannot be contacted, or if the employee is passed over because the time factor is critical, it shall not be considered a refusal to work overtime. Employees who are off on approved sick leave may be called for overtime work if the work occurs after the shift which the employee reported off.
5. The overtime list shall be posted in a conspicuous place in each Department. The record of overtime shall be updated after each overtime assignment by the designated foreman.

NOTE: "Equitable Distribution" shall be defined to mean within each eligible classification.

### **Section 10.2. Call-In-Time**

- A. Employees called in and required to work at a time other than their regular scheduled hours of work shall be paid a minimum of three (3) hours pay at overtime rates or actual hours worked, whichever is greater. Recall to work within the original three hours shall not constitute another three hour call-in. Employees will be compensated for all hours worked.
- B. Call-in time beyond the minimum call time shall be compensated at the appropriate overtime rate.

### **Section 10.3. Right of Refusal.**

Employees shall have an initial right to refuse an offer for overtime or call-in work. If the supervisor is unable to obtain an employee for the required emergency work, the supervisor may go back to the top of the list and require the first individual he is able to reach to perform the necessary emergency overtime work.

**Section 10.4. Pyramiding.**

There shall be no pyramiding of premium pay.

**Section 10.5. Call-In Work.**

Call-in work shall be performed by bargaining unit members. At least one member of the bargaining unit and one foreman are required to attend any call-in and all work performed must be done by bargaining unit members. Additional members of the bargaining unit will be called in if more than one employee is required to do the job. If a foreman is not available for a call-in, a bargaining unit member shall be called in as an in-charge person, and will receive an additional ten percent (10%) per hour increase in pay for all hours worked.

**Section 10.6.** For the purpose of this contract there are six (6) Departments:

- |                                |  |
|--------------------------------|--|
| 1. Water Treatment Department  | 4. Water Distribution and Waste Water Collection |
| 2. Sewage Treatment Department | 5. Cemetery, Parks & Preserves Department        |
| 3. Street Department           | 6. Mechanics' Garage                             |

**Section 10.7.** A clothing allowance shall be issued, in a separate check, for the full amount listed below with no deductions:

Effective January of every year each member of the bargaining unit will receive a clothing allowance of \$500.00. One-half (1/2) of the amount shall be paid on first full pay period in January and the remaining one-half (1/2) shall be paid on the second pay period in June.

Receipts for clothing provided to the auditor by individual members shall be deducted from their total clothing allowance of \$500.00 and will not be included in the employee's taxable income.

**ARTICLE 11**  
**INSURANCE**

**Section 11.1. Health Insurance.** The City shall make health care benefits coverages available to employees under the City's health care plan, which shall include, at a minimum; the following:

1. Hospitalization / Surgical coverage
2. Diagnostic, X-Ray, and Laboratory Services
3. Obstetrics Coverage
4. Prescription Drug Coverage
5. Hospice and Home Health Care Coverage
6. Extended Benefits and Lifetime Dependent / Disabled children coverage as defined by the plan
7. Mental Health / Substance Abuse Services

## 8. Major Medical Benefits

All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the City's health care plan. The Plan is responsible for amounts in excess of the annual out-of-pocket, up to the lifetime maximums set by the plan.

Proposed changes to the City's Health care plan occurring during the term of this agreement will be presented to the insurance study committee for review and discussion prior to implementation.

The City will utilize its best efforts to ensure that medical/hospital insurance coverage is provided on a uniform basis to all City employees. In any event, the coverages and benefit conditions provided to employees under this agreement shall be substantially similar to those in effect at the signing of this Agreement and no less favorable than those afforded to non-represented administrative employees.

### **Section B - Cost Sharing**

Employees shall pay, by wage withholding the following amounts, effective June 1, 2014, twelve percent (12%), effective January 1, 2016, thirteen percent (13%) of the total premium for family coverage or single coverage. The employees' contribution shall be paid through a Section 125 plan by which the contributions are treated as pre-tax income. The City shall establish such a Section 125 plan as soon as practicable.

**Section 11.2. Liability Insurance.** The City shall purchase appropriate liability insurance covering employees with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) for potential civil liability claims made against employees while engaged in the proper pursuit of their employment, as long as such coverage is available at the current premium, plus twenty-five percent (25%) or less.

**Section 11.3. Life Insurance.** The City shall provide a Twenty-Five Thousand Dollar (\$25,000.00) Life with Accidental Death and Dismemberment Insurance Policy at no cost to the employee.

**Section 11.4. Dental and Optical Insurance.** If the City provides dental and/or optical insurance to non-bargaining unit employees, such insurance shall also be offered to bargaining unit employees at the same cost.

**Section 11.5.** The City shall pay any and all bargaining unit members one thousand five hundred dollars (\$1,500.00) for non-enrollment for a single plan and two thousand (\$2,000.00) dollars for non-enrollment in a family plan of the City's medical insurance. Payment shall be made in the first full pay period in January.

**Section 11.6.** Notwithstanding the provisions in Section 11.1 above, which provides for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the Agreement. The City shall determine the terms and conditions of such alternative programs. The cost and/or terms and conditions of said programs shall be at

the discretion of the City and may be subject to change. Employees may withdraw from said program at their discretion and shall be entitled to the benefits described in Section 11.1.

## **ARTICLE 12** **HOLIDAYS**

**Section 12.1.** Each employee shall be granted the following holidays as days off with pay:

New Year's Day	Independence Day
Presidents' Day	Labor Day
Martin Luther King	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

**Section 12.2.** Employees who work on a holiday shall receive their regular rate of pay for the day plus double time (2X) for all hours worked. Employees who work on a holiday may choose to take compensatory time off at the rate earned, at a mutually scheduled time, that is satisfactory to the employee and the City in lieu of overtime pay.

**Section 12.3.** In addition to the holidays listed, employees shall receive six (6) days of personal leave with pay upon request to and approval by the employee's supervisor, provided the request for personal time is received by the supervisor at least twenty-four (24) hours in advance of the date requested. Personal days may be taken in ½ day increments.

**Section 12.4.** Holidays which fall on a Saturday shall be observed on the preceding Friday. Holidays which fall on a Sunday shall be observed on the following Monday.

**Section 12.5.** To be eligible for holiday pay, an employee must be in pay status on both the day immediately preceding and the day immediately following the holiday.

## **ARTICLE 13** **VACATION**

**Section 13.1.** Employees shall earn vacation on the following schedule:

1. One (1) day per month for one (1) to four (4) years of employment.
2. One and one-third (1 1/3) days per month for more than four (4) but less than eight (8) years of employment.
3. One and one-half (1½) days per month for eight (8) but less than twelve (12) years of employment.
4. Two and one-twelfth (2 1/12) days per month for twelve (12) but less than sixteen (16) years of employment.

5. Two and one-quarter (2¼) per days for sixteen (16) years of service but less than twenty (20) years of employment.
6. Two and one-half (2½) days per month for twenty (20) years or more of employment.

**Section 13.2.** New employees shall be eligible to take vacation after six (6) full calendar months of employment with the City. No more than Three Hundred (300) Hours vacation may be carried over into a new calendar year except for inability to schedule vacation due to illness, injury, or for the City's convenience.

**Section 13.3.** Vacations shall be scheduled subject to manning requirements as determined by the City Safety/Service Director. Bargaining unit employees can file an early request for planned vacations by December 31 of the preceding year of the request vacation. This will serve as a measure to better ensure approval of vacations and efficient scheduling. Awarding vacations in this manner shall be in accordance with bargaining unit seniority. All requests for vacation after December 31 shall be in accordance with 13.4 below.

**Section 13.4.** Vacation requests must be made in writing at least two (2) weeks before the start of such proposed vacation. All vacation requests will be scheduled on a first come, first served basis. In case of conflicting requests and, subject to the necessary operating and staffing requirements, vacations requested on the same date shall be scheduled on the basis of bargaining unit seniority within the department. However, vacation requests shall not be unreasonably denied. Vacation requests submitted in accordance with this Article shall be deemed approved unless disapproved within five (5) working days after submission. Vacation requests may be approved by the City Service Director, with less than two (2) weeks notice, provided staffing is adequate for the time period requested.

**Section 13.5.** Upon termination, retirement or disability, employees shall be entitled to all vacation pay earned but unused.

**Section 13.6.** If an employee's scheduled vacation comes due while the employee is on sick or injury leave, the City shall reschedule the vacation at a more appropriate time. Employees shall not lose vacation because of inability to take it for reasons of illness injury.

**Section 13.7.** Any vacation earned but not used because of the request of the City Safety/Service Director, which amounts to more than Three Hundred (300) Hours, the City shall reimburse the employee a lump sum check at the end of the year for the vacation days earned but not used that year.

**Section 13.8.** Employees, with five (5) years of service to the City, can sell back to the City up to 40 hours of accumulated vacation time one time per calendar year, January 1 to December 31, provided they have taken and/or scheduled at least 50% of their vacation accrual for the current year. Employees must have the Auditor's certification that funds are available (purchase order), at least 2 weeks in advance of their intention to sell back their hours. Checks or direct deposit will be paid in a separate check or deposit upon written request by the employee. Checks or

direct deposit for the sell back of vacation hours will be issued in the pay period following the request unless the employee requests a later date.

## **ARTICLE 14** **SICK LEAVE**

**Section 14.1.** Employees shall accrue sick leave, without limit, at the rate of 4.6 hours in each biweekly pay period (excluding unpaid leaves of absence).

**Section 14.2.** Employees may use sick leave for the following reasons:

1. Illness or injury of the employee or a member of the employee's immediate family when the employee's presence is required;
2. Death of a member of the employee's immediate family;
3. Medical, dental, or optical examinations or treatment of an employee or a member of the employee's immediate family;
4. Exposure to a contagious disease by an employee or a member of the employee's immediate family. An employee or member of an employee's immediate family who is afflicted with a contagious disease;
5. Pregnancy and/or childbirth and other conditions related thereto of the employee.

For the purpose of this article immediate family shall be defined as the employee's spouse, mother, father, child, foster child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, spouse's grandparents, step-child, step-mother, step-father, step-sibling, or anyone who stood in the place of a parent.

**Section 14.3.** An employee who is unable to report to work will make an attempt to notify (by phone or other means of communication) his immediate supervisor at least one-half (½) hour prior to his scheduled starting time on the first day of absence, unless emergency conditions make it impossible, and each day thereafter, unless sick leave is prior-approved for a specific period of time. An employee may leave a message indicating that he will not be reporting as scheduled. If the supervisor is unavailable at least one-half (½) hour prior to the employee's scheduled starting time the employee shall make an attempt to contact the supervisor later in the day to confirm that he received the message.

**Section 14.4.** Employees absent from work for more than four (4) consecutive days due to reasons as provided in Section 14.1 of this article shall submit a statement from a licensed physician or dentist to the employee's immediate supervisor upon his/her return to work.

The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

The Service Director may review and investigate into any employee's sick time when that sick time exceeds 10 days in a calendar year. In addition, the City Safety/Service Director may require a doctor's statement at that time to verify the employee's health status.

The City shall provide the same sick leave form for bargaining unit members as all other City employees. Bargaining unit members shall complete the form, within a reasonable amount of time, upon their return from leave and submit it to their immediate supervisor.

**Section 14.5.** Employees transferring to the City of Logan from another jurisdiction in the state of Ohio within ten (10) years may transfer any unused accumulated sick leave.

**Section 14.6.** Employees retiring under Public Employees Retirement System shall receive payment for accrued but unused sick leave on the basis of one (1) day's pay for each four (4) days of accrued sick leave, not to exceed four hundred and eighty (480) hours of pay.

**Section 14.7.** Non-use of sick leave payment shall be based on the use of sick leave during a calendar year effective January of each year, and shall be paid on the first full pay period of January the following year, according to the following schedule:

0 through 1 day .....	\$160.00
More than 1 day but not more than 2 days.....	140.00
More than 2 days but not more than 3 days .....	120.00

Payment shall be based on the use of sick leave during the number of pay periods (26 or 27) and shall be paid on the second pay period of January of the following year.

Employees FMLA leave days will be considered in the calculation of sick leave used for the purpose of determining eligibility for the non-use of sick leave payment in Section 14.7.

**Section 14.8.** Upon approval of the Safety Service Director or designee, an employee may contribute up to five (5) days (40 hours) of accumulated sick leave to another bargaining unit employee, provided no employee may receive more than ten (10) days of such contributed leave. In order for an employee to be eligible to receive donated leave, he must have no accumulated leave balances left.

## **ARTICLE 15** **INJURY LEAVE**

**Section 15.1.** When an employee sustains an injury while on duty and acting non-negligently in the line of duty, the employee shall make application for, and actively prosecute, claims under Workers' Compensation Laws of Ohio.

**Section 15.2.** If the application for benefits is not favorably considered, the employee shall revert to sick leave status if eligible. If the application is favorably considered, the employee shall receive the difference between the employee's regular rate of pay and the benefits received under Workers' Compensation in an amount not to exceed thirty (30) working days' base pay. If

such application is approved, the sick leave consumed by such employee during the application period shall be recredited to such employee's accumulated sick leave, the period of such sick leave shall be re-designated as injury leave, and the employee is able to return to normal duties, or the injury leave benefits payable hereunder expire.

**Section 15.3.** If the employee is still unable to return to work at the expiration of Workers' Compensation benefits, he shall revert to full sick leave status if he has sick leave accrued.

**Section 15.4.** The limitations imposed on injury leave shall be considered as limitations on leave granted as a result of each incident of service connected accident.

## **ARTICLE 16** **LEAVE OF ABSENCE**

**Section 16.1.** The City may grant leave of absence for a period not to exceed one (1) year upon written request of an employee. Upon the return of the employee from such leave, the City may terminate the employment of the person temporarily hired to fill the place, of the person on leave. The returning employee shall retain the seniority he obtained prior to his leave.

**Section 16.2.** Before the City replaces an employee on a leave of absence for more than ninety (90) days, the temporary assignment shall be posted and awarded according to the promotion and transfer procedures of this Contract. Said temporary vacancy to be posted shall be limited to one (1) position at one (1) time.

Upon return from the leave, the successful applicant of the temporary assignment shall return to his former position.

## **ARTICLE 17** **EXCUSED ABSENCE**

### **Section 17.1. Funeral Leave.**

- A. Upon the death of any spouse, child, step-child, parent, step-parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, half-brother, half-sister, step-brother, step-sister, grandchildren, or grandparent of an employee, the employee may take three (3) days funeral leave with full pay for the purpose of making funeral arrangements and attending the funeral if the funeral is in the state of Ohio, and five (5) days of funeral leave if the funeral is outside the state of Ohio. Employees will be granted one (1) day funeral leave to serve as a pall bearer.
  
- B. Upon the death of any other relatives, (employee/spouse) not mentioned above, the employee may take one (1) day of funeral leave with full pay for purpose of attending that relative's funeral.

Funeral leave must be requested and approved by the City Safety/Service Director or his designee and shall not be deducted from sick leave.

**Section 17.2. Jury Duty.**

Employees required to serve as jurors in any court of competent jurisdiction shall be entitled to leave of absence for such time as they are required to absent themselves from their City employment. The City shall compensate the employee for the difference between the jury pay received by the employee and the employee's regular rate of pay, provided the employee provides the City Auditor with the records indicating the amount of pay received by the employee for jury duty.

**Section 17.3. Military Leave.**

- A. City employees who are members of the Ohio National Guard or a Reserve Component of the Armed Forces of the United States shall be entitled to leave of absence from their City duties for such time as they are in military service, field training, or active duty.
- B. If a City employee's military pay during such period of leave of absence is less than his regular City rate of pay would have been for each period, he shall be paid the difference between the City pay and the military pay for such period, provided the appropriate records are furnished the City Auditor to make the proper compensation. The employee's military pay for purposes of this Section shall not be considered to include travel, food, or housing allowance.

**ARTICLE 18**  
**LAYOFFS AND RECALLS**

**Section 18.1. Layoff and Bumping.**

- A. Whenever the Employer determines a layoff or job abolishment is necessary, the Employer will notify the Union at least thirty (30) days in advance of any notification to affected employees. The Employer, upon request by the Union, agrees to meet and discuss the impact of the layoff on bargaining unit employees. Prior to the layoff of a permanent employee, the City may re-assign the least senior employee affected by the layoff to work in other areas in the bargaining unit provided funding is available in the assigned areas. If two or more employees are affected by the layoff the assignments shall be in order of seniority with the most senior employee having first preference of positions available. Employees who are reassigned to avoid layoff shall return to their regular assignments immediately if funding becomes available. In the event an employee is laid off, he may receive payment for earned but unused vacation with his final check. The Employer will determine in which work sections and which classifications layoffs will occur. Full-time employees shall be laid off in order of their bargaining unit seniority, with the employee having the least seniority, in the affected classification, being laid off first, then continuing in like manner until the required reduction in the force has been accomplished. No full-time employee shall be laid off until all temporary, part-time, seasonal, and probationary employees have been laid off.

- B. In the event a layoff occurs, the affected employee(s) may bump employees within the bargaining unit, who have less bargaining unit seniority provided they serve a forty-five (45) day probationary period in the new classification. If the employee is found to be marginal, the probationary period will be extended for an additional fifteen (15) days [60 days total]). If the employee does not successfully complete the probationary period, he may be laid off. Non-licensed employees cannot be bumped by licensed employees in the water or wastewater plant operations, unless a license is required by law. The employee who is then bumped may then exercise his bumping rights.

**Section 18.2. Layoffs-Terminations.**

An employee who is on layoff for a period of two (2) years is automatically terminated and loses all seniority.

**Section 18.2. Recall Order.**

Full-time employees who are on layoff shall be recalled in reverse order of their layoff, with the last employee being laid off being the first employee to be called back and continuing in like manner until the required number of employees has been obtained.

**Section 18.1. Recall Notification.**

- A. Each employee to be laid off shall be given advance written notice of layoff by the City Safety/Service Director stating the reasons therefore. Such written notice shall be hand delivered to the employee at work or mailed by Certified Mail to the last address on file. If hand delivered, such notice shall be given at least fourteen (14) calendar days before layoff, and the day of hand delivery shall be the first day of the fourteen (14) day period. If mailed, such notice shall be given seventeen (17) calendar days before layoff, and the day of posting shall be the first day of the seventeen (17) day period.
- B. Each employee recalled from layoff shall be notified of the offer of recall by certified letter addressed to the last known address. Each such employee shall be allowed five (5) calendar days from the receipt of the letter to notify the appointing authority of his intent to return to work, and an additional fourteen (14) calendar days to return to active service, if employed; otherwise, five (5) calendar days to return to work if unemployed.
- C. If the employee declines the offer of recall, the next employee on the recall list shall be notified in accordance with the above paragraph.
- D. In the event of extenuating circumstances (e.g., illness, injury, absence from the City, or other good cause) preventing the employee from returning to work within the fourteen (14) day limit, the City may grant a reasonable extension, but not to exceed thirty (30) days.

- E. For purposes of recall, it shall be the employee's responsibility to have a current address and phone number on file with the appointing authority.

## **ARTICLE 19**

### **JOB TRANSFERS**

**Section 19.1.** When a vacancy occurs in the bargaining unit, bargaining unit members within the department of the classification where the vacancy exists shall be given first opportunity to transfer to the vacant assignment, specified duties, and/or shift preference. The bargaining unit member, within the department who desires the transfer and possesses the greatest bargaining unit seniority will be awarded the vacancy. A vacancy within a department will be awarded within five (5) work days of the vacancy if a bargaining unit member within the department desires the transfer.

Vacancies remaining in a department after all current bargaining unit members have had the opportunity to transfer within the department or any newly created bargaining unit position shall be posted for five (5) days before a permanent assignment is made. The job vacancy notice shall include the job title, department assignment, a brief description of the position and duties, minimum qualifications, salary range, hours of work, deadline for filing, and such other information as the City considers relevant. The posting shall remain posted for five (5) work days, during which time employees may bid on the vacancy. Employees on leave or layoff during the period of posting may file for the vacancy through the Union representative. Employees in the bargaining unit wishing to bid on the position must do so by filing a written notice with the City Safety/Service Director during the five (5) day posting period. The position must be filled within ten (10) working days of the posting. When a bargaining unit position is filled by new hire and that individual is released during the probationary period the City must re-bid the vacancy.

**Section 19.2.** Vacancies posted for bid will be awarded to the bargaining unit member, who bid, and possess the greatest bargaining unit seniority. If more than one (1) employee bids on the position, the employee with the greatest bargaining unit seniority shall receive the transfer.

**Section 19.3.** Employees who become physically unable to satisfactorily perform their regular duties may be offered an alternate position which is within their physical capability if such a vacancy exists. If no such vacancy exists, the employee may seek leave of absence for a period not to exceed two (2) years in the expectation that such a vacancy may develop or the employee may seek disability retirement.

**Section 19.4.** Temporary assignments are those assignments which are, at the time the need arises, intended to last thirty (30) days or less.

Temporary long-term assignments are those assignments which are, at the time of posting, intended to last more than thirty (30) days, due only to an employee's extended absence, and no successive temporary appointments can be made to same position. If an employee accepts, or is assigned, to a long-term temporary assignment, due to an employee's extended absence, and the absent employee returns to his position, the employee on temporary assignment shall be returned to his previous position. If the employee on leave of absence does not return to work and leaves

the employment of the City, the employee on temporary assignment will be returned to his previous position and the temporary assignment will be posted as a vacancy.

**Section 19.5.**

- A. Temporary assignments shall be made with regard to seniority, unless the assignment requires specific qualifications. The least senior employee shall be assigned if there are no volunteers.
- B. Employees on temporary assignments shall return to their regular assignment when the temporary assignment terminates. Employee on seasonal assignment shall return to their seasonal assignment when it next occurs if they so choose.

**Section 19.6.**

- A. Vacant seasonal positions will be posted and awarded to the member of the bargaining unit, who possesses the greatest bargaining unit seniority, within the department where the vacancy exists, and desires the seasonal position.
- B. Employee(s) on seasonal assignment shall return to their seasonal assignment when it next occurs if they so choose.

**Section 19.7.** Employees who are reassigned due to lack of funds shall return to their regular assignments upon the increase of adequate Department funding.

- A. The right to return to a previous assignment expires one (1) year after the reassignment.

**Section 19.8.** Employees who cannot perform their regular duties due to temporary physical affliction, shall be placed on temporary light duty assignment.

**ARTICLE 20**  
**DISCIPLINARY PROCEDURE**

**Section 20.1.** Discipline shall be imposed on nonprobationary employees only for just cause. Discipline includes but is not limited to dismissal, demotion, and suspension, and written reprimands. The City will notify the employee and the Union of possible disciplinary action within 10 working days of knowledge of the occurrence. If the City determines disciplinary action is warranted such action will be taken within fifteen (15) days of notification of the employee and/or Union. Upon mutual agreement the fifteen (15) day notification period may be extended an additional fifteen (15) days.

**Section 20.2.** Discipline will be undertaken for correction purposes in accordance with the following schedule for the same or similar offense within a one (1) year period.

- A. 1st offense – oral reprimand
- B. 2nd offense – written reprimand

- C. 3rd offense – 3 day suspension
- D. 4th offense – 10 day suspension
- E. 5th offense – discharge

Discipline will be applied in a progressive and uniform manner as listed above unless in instances of serious misconduct or an employee presents a clear and present danger to the health and/or safety of himself/herself, or other employees. No employee shall be removed from his/her work or disciplined without first having a hearing with the Mayor or his/her designee. The employee shall be given a minimum of twenty-four (24) hours notice of the date and time of such hearing and may have a Union Representative of his/her choice present, if the employee so chooses. No employee shall be removed or disciplined except for just cause. If an employee presents a clear and present danger to the health and/or safety of himself/herself, other employees, or persons and the employee's immediate removal from the workplace is required, the employee may be removed immediately and placed on paid leave until a disciplinary meeting is held and discipline is imposed. If circumstances require the imposition of more severe discipline due to actions of an employee, during work hours that lead to the employee being charged with a legal offense, the employee must be found guilty of the charge by a court of law before more severe discipline can be taken by the City.

Any employee charged with or under indictment for a felony may be placed on a leave of absence with pay. An employee found guilty by the trial court of a felony may be summarily discharged.

Oral reprimands shall be noted in the personnel file of the employee receiving such reprimand. Nothing shall be placed in the personnel file that does not contain the signatures of the employee and the supervisor. The signature of the employee does not necessarily mean the employee agrees with the discipline, only that they are aware of its existence. If the employee refuses to sign any document, the refusal will be noted on the document then placed in the file. The employee has the right to attach a letter of rebuttal to any discipline noted in the personnel file.

**Section 20.3.** When the Employer intends to impose any disciplinary action, notice of such discipline shall be made in writing and served in person or by certified mail upon the employee and a local union officer. The notice shall indicate:

- A. The specific charges against the employee which shall include times, dates, and location of chargeable action or omission.
- B. The possible penalties.
- C. A statement of the employee's rights to make use of the Grievance Procedure to dispute the charges or the proposed penalty.
- D. Notice of the hearing date and time to discuss the charges.

**Section 20.4.** The employee shall have the right to Union representation at any hearing which may result in disciplinary action.

**Section 20.5.** All discipline may be appealed through the grievance procedure of this agreement beginning at step 2.

**Section 20.6.** Anonymous reports shall not be the basis for disciplinary action.

**Section 20.7.** Records of oral and written reprimands shall cease to have force and effect twelve (12) months after their effective date and all other records after twenty-four (24) months, providing there has been no intervening disciplinary, action taken during that time period.

## **ARTICLE 21** **GRIEVANCE PROCEDURE**

**Section 21.1.** There shall be an earnest, honest, and prompt effort to settle differences. Such controversy shall be handled as follows:

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

A grievance, under this procedure, may be filed by an individual member of the bargaining unit. The President may file on behalf of unit members, a group of members, or himself. A group grievance involves a situation affecting more than one member of the bargaining unit in a similar manner and must list each effected member when originally filed.

A grievance must be submitted to the grievance procedure within ten (10) workdays after the grievant knows or should have known the facts giving rise to the grievance.

### **STEP ONE**

An employee having a grievance shall first attempt to resolve it with his immediate supervisor. The Employee shall present the complaint in writing to his/her immediate supervisor. The supervisor shall render a decision in writing no later than ten (10) workdays from the date of presentation of the grievance.

If the immediate supervisor is not available the grievance may be presented to the City Service Director, at the Step 2 level.

### **Section 21.2. STEP TWO**

- A. The employee shall present the complaint in writing to the City Safety/Service Director, stating the exact nature of the grievance and the article of this Agreement alleged to be violated.
- B. The City Safety/Service Director or his designated representative shall meet with the employee in an effort to resolve the matter. Witnesses may be called by either party.

- C. Employees may be represented at any level of the grievance procedure only by representatives of the Union. There shall be no award or adjustment of a grievance without a Union representative present.
- D. The Director or his designated representative must meet with the grievant and respond in writing to the grievance within ten (10) working days of receipt of the grievance.
- E. If the grievant does not refer the grievance to Step 3 of the grievance procedure within ten (10) working days of receipt of the Director's response, the grievance shall be considered to have been satisfactorily resolved.

**Section 21.3. STEP THREE**

- A. The employee shall refer the grievance and all relevant material concerning the grievance to the Mayor, who shall convene a meeting between the grievant, his representative, the Director, and such witnesses as he deems appropriate within ten (10) working days of receipt of the grievance. The Mayor shall respond to the grievance within ten (10) working days of grievance meeting.
- B. If the union does not refer the grievance to Step 4 of the grievance procedure within fifteen (15) working days of receipt of the Mayor's answer, the grievance shall be considered to be satisfactorily resolved.

**Mediation**

If the grievance is not resolved to the employee's satisfaction at the Step (3) of the grievance process, the Union and the City may mutually agree to appeal the grievance to mediation by requesting the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator to conduct a grievance mediation session, mutually scheduled between the Union and the City. The mediator shall attempt to resolve the dispute and may make recommendations to the parties regarding the settlement of the dispute. The recommendations of the mediator are not final or binding and any settlements of the grievance at this step shall be based upon the mutual agreement of the parties. If the grievance is not settled at mediation the Union shall have the right to file for arbitration within fifteen (15) working days after the date of mediation.

**Section 21.4. STEP FOUR**

- A. The Union shall notify the Mayor of intent to seek arbitration within the fifteen (15) working days of receipt of the Mayor's answer or the date of mediation. Within fifteen (15) working days after such notification, the Union shall notify the FMCS to submit a panel of fifteen (15) arbitrators from which the City and the Union shall rank the names according to FMCS guidelines. The decision of the arbitrator shall be in writing and shall be final and binding on the parties but shall

have no power to add to, subtract from, or modify any of the terms of this Agreement or exercise any of the responsibilities of the City or the Union.

**Section 21.5. General Provisions.**

1. The fees and expenses of the arbitrator shall be shared equally by both parties. All other expenses shall be paid by the party which incurs them.
2. The time limits set forth in this procedure may be extended by the mutual agreement of the parties. If the Union fails to process a grievance in the time limits set forth herein, the grievance shall be considered withdrawn.
3. If the Union fails to process a grievance in the time limits set forth herein, the grievance shall be considered withdrawn.
4. If the City fails to respond to or otherwise process a grievance in the time limits set forth herein, the grievance shall be awarded based on the relief requested by the grievant
4. Wherever used in this procedure, unless otherwise specified, "days" shall mean the scheduled workdays of a grievant or responding party. If a timeline ends on a workday calendar weekend, an employee may process a grievance on the next regular business day.
5. Each party shall be responsible for obtaining a receipt of delivery from the appropriate individual and/or designee which is outlined herein.

**ARTICLE 22**

**PROCEDURES FOR CONDUCTING NEGOTIATIONS**

**Section 22.1. Negotiations Team.**

1. The City, or the designated representative for the City, will meet with representatives designated by the Union for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The City's negotiating team and the Union's negotiating team will be limited to a reasonable member limit. Neither party shall have control over the selection of the other party's team members. While no final agreement shall be executed without ratification by the union and adoption by the City, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.
2. Up to three (3) consultants, may be used by each of the parties in any of the negotiations meeting in an advisory capacity. Consultants will not be permitted to enter into negotiations unless both parties agree to permit them to address the teams.

3. The expense of such consultants shall be borne by the party requesting or hiring them.
4. Necessary clerical assistance may be provided if both parties agree and, if such is the case, the cost will be shared equally by the City and the Union.

**Section 22.2. Exchange Of Information.**

Prior to and during the period of negotiations, or impasse provision, the City and the Union agree to provide to each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

**Section 22.3. Request For Meeting.**

Upon receipt of a written request for a meeting either party will have five (5) days to reply to the request. A meeting date shall be agreed to within ninety (90) calendar days prior to the contract termination date.

**Section 22.4. Submission Of Issues.**

At the first meeting, the Union and the City shall simultaneously exchange proposals for Negotiations. Additional proposals shall not be submitted for negotiation after initial exchange unless mutually agreed upon.

**Section 22.5. Negotiations Procedures.**

1. The parties shall meet at places and times agreed upon at the beginning of the prior meeting. Length of meetings as well as times and places of the meetings shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session, unless agreed otherwise.
2. If negotiations are ordered or mutually agreed to be conducted during business hours, release time shall be provided with pay for the union negotiating committee.

**Section 22.6. Caucus.**

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

**Section 22.7. Progress Reports.**

During negotiations, interim reports may be made to the Union by its representatives and to the City by its representatives. Each party will be responsible for requesting that the information from such reports be regarded as only proposals and shall be confidential information within the organization concerned.

**Section 22.8. News Release.**

News releases either during negotiations or at the conclusion of negotiations shall be made only by mutual agreement.

**Section 22.9. Protocol.**

No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

**Section 22.10. Item Agreement.**

As negotiated items are agreed upon they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Union and adoption by the City.

**Section 22.11. Agreement.**

When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form it shall be submitted to the Union and the City for ratification and adoption. When adopted by the City, the agreement shall become part of the official City minutes and binding on both parties. Said agreement shall be signed by the City's representative and by the Union's representative.

**Section 22.12. Intent To Recommend.**

Prior to the negotiated agreement being presented to the Union and to the City, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

**Section 22.13. Disagreement.**

1. In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either party shall have the option of declaring impasse.
2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.
3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where no agreement has been reached.

4. The parties jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

5. The mediator has no authority to recommend or to bind party to any agreements.

## **ARTICLE 23**

### **MISCELLANEOUS PROVISIONS**

#### **Section 23.1. Tools and Equipment.**

The City agrees to provide the tools, equipment, and supplies which it requires the employees to use in the performance of their tasks and to keep them in a safe and operable condition. If tools or equipment are issued to a specific employee, the City agrees to furnish a safe place for storage, and the employee shall be responsible for loss or damage resulting from deliberate or negligent acts of the employee.

#### **Section 23.2. Medical Exams.**

Beginning January, 2003, the City agrees to pay for any medical examination the City requires an employee to undergo.

**Section 23.3.** The City will provide Hepatitis B immunizations, at no cost to the employee, for those exposed to possible contamination.

#### **Section 23.4. Training.**

- A. The City will compensate employees at time and one-half (1½) for training which the City requires employees to take on off-duty time and will pay for necessary books, materials, tuition, and other necessary expenses.

The City shall, as a matter of policy, encourage employees to further their education by taking job-related training which is not required by the City, and shall reimburse such employees in whole or in part for the cost of tuition, books, and course materials on the following conditions:

1. Prior approval is received from the City. Such approval shall not be unreasonably withheld when City resources permit.
2. The course is successfully completed with a grade equivalent of C or better.
3. Reimbursement will be made upon presentation of paid invoices for reimbursable items.

4. If the employee resigns within three (3) years of completion of the course, the employee shall return the City's outlay on a pro rata basis. Such return may be obtained by deduction from final pay.

## **ARTICLE 24**

### **EMPLOYEE EVALUATION**

**Section 24.1.** Before the annual evaluation is placed in the employee's file, the employee will be provided a copy of such evaluation.

**Section 24.2.** The employee shall sign the completed evaluation, only indicating that he has received a copy of the evaluation, before the evaluation is placed in the file.

**Section 24.3.** A space will be provided so that the employee may write his comments on the form.

## **ARTICLE 25**

### **PERSONNEL FILES**

**Section 25.1.** The City shall maintain an official file on every employee within the bargaining unit. On appropriate request by an employee, properly identified, the employee shall be permitted to examine his official file at any reasonable time in the presence of a representative of the City. The employee shall have the right to respond to any material filed and have his written response included with the material to which it relates. The City shall take all reasonable precautions to insure the confidentiality of personnel files by anyone who sees the file, initialing such file and date reviewed.

**Section 25.2.** Records of discipline shall cease to have force and effect in accordance with article 20.7, provided that there has been no intervening discipline. Records of discipline which are not reversed on appeal through the Grievance Procedure will become a permanent part of the personnel file.

**Section 25.3.** Anonymous reports shall not be the basis for disciplinary action.

## **ARTICLE 26**

### **CONTRACTING WORK**

**Section 26.1.** When the City enters into agreements with outside contractors to perform specific projects such as the paving of a given street or the repair or remodeling of a given facility, the City agrees that it will not layoff or reduce hours for employees who might have performed the work to accomplish the given project.

**Section 26.2.** During the life of this Agreement, the City shall not contract out work which has been customarily or routinely performed by employees of the bargaining unit, unless mutually agreed on by employer and employee representative.

**Section 26.3.** The City agrees not to replace bargaining unit employees with non-bargaining unit employees for the purpose of depleting the membership of the bargaining unit.

**ARTICLE 27**  
**NO STRIKE OR LOCK-OUT**

**Section 27.1.** Inasmuch as this provides machinery for the orderly resolution of grievance, the City and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of the City of Logan, Ohio.

Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage by its members or other employees of the City of Logan, Ohio.
- B. When the City notifies the Union by Certified Mail that any of the employees covered hereunder are engaged in any prohibited activity as set forth in this Article, the Union shall immediately order such employees to resume normal work activities and/or return to work.
- C. The City agrees that neither it, or its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lock-out of any employee covered hereunder.

**ARTICLE 28**  
**SEVERABILITY**

**Section 28.1.** If, during the life of this Agreement, there exists an applicable law or any applicable rule, regulation, or order issued by governmental authority which shall render invalid, restrain compliance with, or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be on no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

**Section 28.2.** In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory resolution to the matter.

**ARTICLE 29**  
**LABOR / MANAGEMENT COMMITTEE**

**Section 29.1.** In the interest of sound personnel relations, a joint committee of no less than two (2), nor more than three (3), members from each party will convene from time to time as may be requested by either party for the purpose of discussing subjects of mutual concern. The committee shall not act on grievances but may discuss the general causes of grievances and

methods for removing those causes. 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.

**Section 29.2.** Labor/Management meetings shall be scheduled during normal working hours. Meetings may be canceled by mutual consent or special meetings may be called by mutual consent. The parties shall make arrangements for the keeping of minutes of these meetings. A Union Committeeman or Union Officer shall attend the meetings.

**ARTICLE 30**  
**WAIVER**

**Section 30.1.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in this Agreement.

**Section 30.2.** Therefore, the parties voluntarily waive the right to bargain collectively on any subject or matter not included herein during the term of this Agreement unless mutually agreed upon.

**ARTICLE 31**  
**ALCOHOLISM AND CHEMICAL DEPENDENCY**

All testing associated procedures will normally be conducted on company time with no loss of pay or additional expenses incurred by the employee. Should it become necessary for any testing procedures to be conducted outside the employee's normal working hours, they will be compensated at the normal overtime rate; transportation expenses will be compensated at the normal rates; and should it become necessary to stay overnight, lodging expenses will be paid by the City.

**Section 31.1.** The City of Logan, Ohio recognizes alcoholism and chemical dependency as a disease, which is treatable and encourages those employees whom they suspect may have an alcohol and/or chemical dependency problem to seek professional treatment assistance:

- A. For the purpose of this policy, an alcohol or chemical dependency problem exists when an employee's alcohol consumption or chemical dependency abuse begins to interfere with his/her performance.
- B. This policy is intended to assure that no employee with an alcohol or chemical dependency problem will have his or her job security or promotional opportunities jeopardized by a request for treatment. The individual's rights to confidentiality and privacy are recognized. The pertinent information and records of employees with drinking or drug problems will be preserved in the same manner as all other medical records.

- C. The management should not attempt to diagnose alcoholism or drug addiction. A referral, initiated by the management, for diagnosis and treatment should be based strictly on unsatisfactory or deteriorating job performance resulting from apparent medical or behavior problems, whatever their nature.
- D. It will be the responsibility of the employee to comply with the referral for diagnosis and to cooperate with the prescribed treatment.
- E. Implementation of this policy will not require or result in any special regulations, privileges or exceptions from the standard administrative practices applicable to job performance requirements.
- F. This article is not intended to protect employees who test positive for illegal drugs and/or alcohol during work hours. This article is intended to help protect bargaining unit employees who voluntarily recognize they have a problem and seek assistance.

**ARTICLE 32**  
**DURATION OF AGREEMENT**

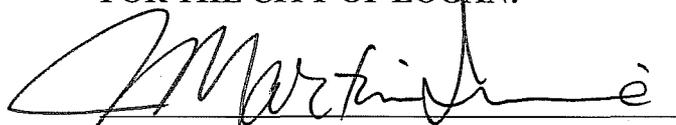
**Section 32.1.** This Agreement shall be effective as of July 1, 2014 and shall remain in full force and effect until June 30, 2016.

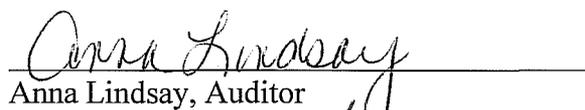
**Section 32.2.** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date; nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt. The parties shall commence negotiations and shall meet to establish the bargaining guidelines within two (2) calendar weeks upon receiving notice of intent.

**SIGNATURE PAGE**

IN WITNESS THEREOF, THE PARTIES HERETO have ratified and executed this Agreement at Logan, Ohio this 24<sup>th</sup> day of September, 2014.

**FOR THE CITY OF LOGAN:**

  
\_\_\_\_\_  
J. Martin Irvine, Mayor

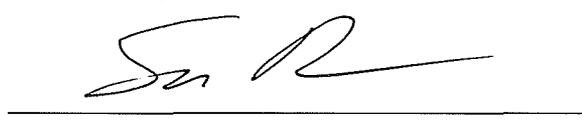
  
\_\_\_\_\_  
Anna Lindsay, Auditor

  
\_\_\_\_\_  
Steve Shaw, Safety/Service Director

**APPROVED AS TO FORM:**

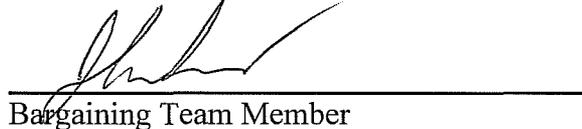
  
\_\_\_\_\_  
Jonah Saving, Law Director

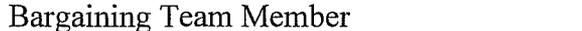
**FOR OAPSE/AFSCME:**

  
\_\_\_\_\_  
Sean Dahl, OAPSE Staff Representative

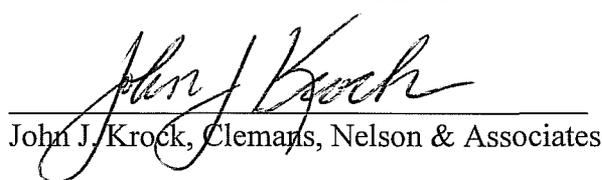
  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

  
\_\_\_\_\_  
Bargaining Team Member

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
John J. Krock, Clemans, Nelson & Associates

**APPENDIX A**  
**MEMORANDUM OF UNDERSTANDING**

OAPSE Local 002A and the City of Logan agree to form an Insurance Committee consisting of two (2) members from OAPSE, two (2) members from OPBA, two (2) members from IAFF, two (2) employees from non-bargaining positions, and two (2) employees from management for the purpose of selecting insurance plans and coverage for all employees of the City and Administration. Each group shall have the right to present insurance plans and coverages. The City will provide each group with bid specifications and shall convene a committee meeting no later than 45 days prior to the expiration date of the current insurance. Each group will have one official vote in the final decision of which plan and coverage is selected.

The Insurance Committee, as scheduled by the Mayor, will periodically meet in order to discuss and select new insurance carriers or other changes in coverages. Employees serving on this committee shall be entitled to attend all meetings scheduled during work hours without loss of pay. If all groups are not present at a meeting to vote on a final plan or coverage, another meeting will be scheduled by the Mayor. Notification of the meetings shall be made by hand delivery. In the event a group member of the committee is unable to attend a scheduled meeting, alternate group members are permitted to attend meetings and/or vote.

OAPSE will have 48 hours prior to any committee vote to review all committee approved proposed health care plans or coverages.

Simple majority of votes, by secret ballot, will prevail.

## MEMORANDUM OF UNDERSTANDING

OAPSE Local 002A and the City of Logan agree to the following:

If a bargaining unit employee is laid off by the City in accordance with Article 18, Layoffs and Recalls, the Union may verify lack of funds through an independent service, paid by the Union, in order to Audit the certification.

The Union agrees that only minor disruptions of the Auditor's office will occur.