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RELATIONS BOARD

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COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE BOWLING GREEN EMPLOYEES ORGANIZATION

AND THE CITY OF BOWLING GREEN

(APRIL 30, 2014 TO APRIL 29, 2017)

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## ARTICLE 1. PREAMBLE

This Agreement is hereby entered into by and between the City of Bowling Green, Ohio hereinafter referred to as the "Employer" or the "City" and the Bowling Green Employees Organization, Inc., hereinafter referred to as the "BGEO" or the "Union." It is the purpose of this Agreement to achieve and maintain a satisfactory and stabilized employer/employee relationship, to promote improved work performance, to provide an opportunity for the Union or the Employer to negotiate on matters pertaining to wages, hours, or terms and other conditions of employment, and to provide for orderly, harmonious, and cooperative employee relations in the interest not only of the parties, but of the citizens of Bowling Green, Ohio.

## ARTICLE 2. REPRESENTATION

Section 2.1 The Bowling Green Employees Organization, Inc. shall be the sole and exclusive representative and bargaining agent with respect to matters pertaining to wages, hours, or terms and other conditions of employment. The BGEO shall represent the following employee classifications effective April 30, 2004:

Included: Surveying Technician, Project Inspector, Engineering Technician, Administrative Secretary- Public Works, Auto Mechanic, Public Works Equipment Operator, Laborer, Water Distribution Equipment Operator, Wastewater Equipment Operator, Mechanical Storekeeper Supervisor, Wastewater Treatment Plant Operator, Water Treatment Plant Operator, Sludge Recycling Coordinator, Water Distribution Supervisor, Water Meter Repair Supervisor, Water Meter Repair Worker.

Excluded: City Engineer, City Surveyor, Wastewater Treatment Plant Chief Operator, Water Treatment Plant Chief Operator, Public Works Director, Public Works Supervisor, Public Works Superintendent, Public Works Assistant Superintendent, Water Pollution Control Superintendent, Water Pollution Control Assistant Superintendent, Water Supply Superintendent, Water Supply Assistant Superintendent, Director of Utilities, Administrative Secretary - Utilities, Secretary - Utilities, Water Distribution and Wastewater Collection Superintendent, Auto Mechanic Supervisor, Chemist, Wastewater Collection Maintenance Supervisor, Water Distribution and Wastewater Collection Assistant Superintendent.

Section 2.3 All probationary employees shall be excluded from the bargaining unit for six months. The probationary period shall be not more than six months from the date of hire. For all purposes under this Agreement, the probationary period shall be included in calculating an employee's years of service. Probationary employees shall be subject to the Agreement excepting that the City shall retain the right to make decisions regarding retention of probationary employees and such decisions shall not be grievable.

### **ARTICLE 3. PLEDGE AGAINST DISCRIMINATION**

Section 3.1 Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, gender/sex, marital status, race, color, creed, ancestry, national origin, religion, pregnancy, sexual orientation, disability, political ideology, veteran status, military status, gender expression, gender identity, family status, physical characteristics, HIV-status, or genetic information.

Section 3.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 3.4 Where there is an alleged violation of the provisions of the Article the Employer, the employee, and their representatives may (but shall not be required to) meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

Section 3.5 This Agreement shall apply and be applied equally, without discrimination, to all persons subject to this collective bargaining agreement.

### **ARTICLE 4. DURATION OF AGREEMENT**

Section 4.1 This Agreement shall be effective as of 12:01 a.m. on April 30, 2014, and shall remain in full force and effect until 11:59 p.m. April 29, 2017, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice to negotiate not less than sixty (60) days prior to the termination date.

Section 4.2 The parties acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining; and the understandings and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union. Therefore, during the life of this Agreement, the Employer, the employees, and the Union waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject matter even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement, unless as may otherwise be provided in this Agreement or mutually agreed.

## **ARTICLE 5. DUES DEDUCTIONS**

Section 5.1 The City agrees to deduct regular Union dues or a fair share fee determined in accordance with Ohio Law the first pay of every month from the pay of all employees who are in the bargaining unit.

Section 5.2 All dues deducted pursuant to this Article shall be remitted to the Treasurer of the Union, via electronic transfer to a bank account specified in writing by the Union, no later than seven (7) days following such deduction. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.3 The City's obligation to make such deductions shall terminate upon an employee's (a) termination of employment; (b) layoff from work; or (c) an agreed leave of absence; provided, however, the City's obligation to make deductions shall continue as long as an employee continues to be paid by the City.

Section 5.4 The City shall not be obligated to make deductions of any kind from any employee who, during any deduction month involved, shall have failed to receive sufficient wages to equal the deduction.

Section 5.5 It is agreed that neither the Employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing within twenty (20) calendar days after the date such error is claimed to have occurred. If it is found that an error occurred, it will be corrected at the next pay period that the Union deductions are normally made by deducting the proper amount necessary to correct the error. Payroll collection of dues shall be authorized for the exclusive bargaining representative only and not for any other organization attempting or alleging to represent the employee within the bargaining unit.

Section 5.6 An employee either revoking his authorization or failing to join the Union shall be required to pay a "fair share fee" to the Union for expenses due to legal and collective bargaining obligations of the Union. This fee shall not exceed the regular monthly Union dues, and said amount shall be deducted monthly from the employee's pay.

Section 5.7 Except as otherwise provided herein, each eligible employee's written voluntary signed authorization for dues deduction shall be honored by the City for the duration of this Agreement.

Section 5.8 The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions, suits, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article.

Section 5.9 The City shall be relieved from making such individual deductions upon an employee's termination of employment, transfer to a job other than one included in the bargaining unit, layoff from work, unpaid leave of absence, or the employee's revocation of the payroll deduction authorization.

Section 5.10 The rate at which dues are to be deducted shall be certified to the City's payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an employee's dues deductions.

## **ARTICLE 6. MANAGEMENT RIGHTS**

Section 6.1 The City, on its own behalf and on behalf of its citizens, hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Ohio and the United States, the City Charter, and ordinances of the City of Bowling Green, and any modifications made thereto, except as modified by the express terms of the Agreement and subject to the City's obligation to negotiate pursuant to Chapter 4117 of the Ohio Revised Code.

Section 6.2 Except as specifically limited by the Agreement and subject to the City obligation to negotiate pursuant to Chapter 4117 of the Ohio Revised Code, all rights are reserved to and remain vested in the City including, but not limited to, the sole right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the function and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structures;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, discharge for just cause, layoff, transfer, assign shifts, assign duties, schedule work hours, promote, or retain employees, except as limited by this Agreement and by the City's obligation to negotiate pursuant to Chapter 4117 of the Ohio Revised Code;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;

- H. Effectively manage the work force;
- I. Take the actions to carry out the mission of the public Employer as a governmental unit.

## **ARTICLE 7. EMPLOYEE BILL OF RIGHTS**

Section 7.1 Employees in the Bargaining Unit shall be entitled to the following rights when there is a charge(s) against an employee for violation of City policies, rules, and regulations.

### **EMPLOYEE RIGHTS**

A. Any time that the Employer or its designee conducts a pre-disciplinary conference pursuant to Section 18.5 in which the disciplinary action anticipated is a suspension without pay, reduction, or discharge, the employee shall be advised of his right to representation in accordance with Section 18.5.

B. Any interrogation, questioning, or interview shall be conducted at a reasonable hour, preferably while the person to be interrogated or interviewed is on duty. Such sessions shall be for reasonable periods of time and time shall be allowed for rest period(s) and for other physical necessities.

C. The employee shall be informed of the specific nature of the investigation prior to any questioning.

D. There shall be no press release by the City, the Union, or the employee regarding the employee under investigation until such investigation is completed and the employee is either cleared or charged.

E. In disciplinary investigations, interrogations, or hearings, neither party shall tape record, unless mutually agreed.

F. An employee who has been charged with a violation of any City policy, rule, or regulation shall, upon request, be provided the opportunity to obtain copies, at current reproduction cost, of transcripts, recordings, written statements, and any other material relating to the charges as a condition of its use at a hearing on such charge. Such request must be made not less than 24 hours prior to the scheduled hearing, except in the event of extenuating circumstances.

G. When a single anonymous complaint is made against an employee, following the initial investigation, the employee shall be interviewed and apprised of the circumstances.

## **ARTICLE 8. SAFETY AND WELFARE**

Section 8.1 The City shall make reasonable provisions for the safety, health, and welfare of employees. Danger of loss of life or serious physical injury may be the basis for refusal to perform a task; providing, however, unreasonable refusal to work may subject an employee to disciplinary action.

Section 8.2 The City shall determine, subject to the provisions of this Article, furnish, and maintain the necessary tools, facilities, vehicles, supplies, and equipment required for the employees to safely carry out their duties. All equipment shall be maintained according to the manufacturer's recommendations and specifications. Employees shall share responsibility for the proper use, maintenance, and care of all items included in this section. The City and its employees shall comply with all known safety laws and regulations applicable to Ohio municipalities.

Section 8.3 The City shall provide, in accordance with its specifications, safety glasses, including prescription safety glasses; prescription sun glasses, if the employee works out of doors; and clip-on sunglasses. Prescription safety glasses shall be replaced at the City's expense when prescribed by the employee's optometrist. Employees will be responsible for the proper use and care of safety glasses, as provided. Employees must replace lost or stolen safety glasses at their own expense, but the City will replace safety glasses damaged on the job.

Section 8.4 The City agrees to uniformly apply safety rules to all employees subject to this agreement in similar circumstances and to uniformly implement and enforce safety rules, without discrimination in their application.

Section 8.5 The City shall determine and provide to new employees the safety training necessary to perform their duties.

## **ARTICLE 9. WORK RULES AND REGULATIONS**

Section 9.1 The Union recognizes that the Employer or its designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate certain work rules, regulations, policies, procedures, and directives consistent with statutory authority to regulate the conduct of employees and the conduct of the Employer's services and programs, subject, however, to the Employer's obligation to negotiate collectively pursuant to Chapter 4117 of the Ohio Revised Code.

Section 9.2 Work rules, regulations, policies, procedures, and directives shall not be established in violation of this Agreement or applied arbitrarily.

Section 9.3 Copies of changes in existing work rules, regulations, policies, procedures, and directives, or newly established work rules, regulations, policies, procedures, and directives, shall be posted within the affected divisions and shall also be provided to the Union President

not less than ten (10) days before they are to take effect, except during declared emergency conditions. Within said ten (10) days, the City shall provide reasonable opportunity to the Union to make suggestions or recommendations regarding any such changes in rules.

Section 9.4 Employees shall be provided with a copy of all written work rules, regulations, policies, procedures, and directives in existence at time of hiring, at the Employer's expense.

## **ARTICLE 10. RESERVED**

## **ARTICLE 11. POSITION OPENINGS**

Section 11.1 The City shall first consider bargaining unit employees for job openings within said unit. Among those of equal qualifications, preference shall be given according to order of seniority within the bargaining unit. The City shall provide the Union written notice of any job openings. When a bargaining unit employee is not selected for a job opening within the unit, the City will discuss the reason(s) for him/her not being selected upon request of the employee. Additionally, the effected employee may request that a union representative attend the meeting.

## **ARTICLE 12. REDUCTION IN WORKFORCE**

Section 12.1 The City agrees that in the event that the possibility of a lay-off exists, or is contemplated, affecting employees, the City will notify the Union representatives by written notice no later than twenty-one (21) calendar days prior to the first day of the possible lay-off. Such notification shall be for the purpose of establishing discussions between the parties in order to develop mutually acceptable alternatives to prevent or overcome the need for the proposed lay-off. Upon request of the Union, the City agrees to conduct a Labor/Management conference within said 21 days to discuss proposed layoffs.

Section 12.2 When it becomes necessary through lack of work or funds or for other causes, to reduce the force, layoffs shall be conducted as follows: Employees will be laid off in accordance with their seniority within each job classification with the employee(s) with the least seniority being laid off first within each job classification. Employees identified for layoff shall have the right to displace less senior employees in the same department provided that the employees are qualified to perform the duties.

Section 12.3 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

Section 12.4 If an employee is recalled to a position in a lower-rated job position, he shall have the right to return to the job position he held prior to being laid off in the event it subsequently becomes available. The City shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to

perform the work in the affected job position and are willing to be recalled to said job position. Bargaining unit employees shall be given reasonable consideration with regard to any non-bargaining unit positions which may become open while said employees remain on the recall list.

Section 12.5 An employee to be recalled will be informed of his reemployment in the form of a written notice. This notice shall be considered received by the employee when mailed by certified mail to the last-known address of the employee as shown on the City's personnel records. It shall be the responsibility of each employee on lay-off to keep the City advised of his current address. Within fifteen (15) calendar days after notice of re-employment is mailed, the employee must advise the City in writing of his acceptance of reemployment and his ability to commence employment on the date specified in the notice. Any and all reemployment rights granted to an employee shall terminate upon such employee's failure to respond and to accept within fifteen (15) calendar days any position offered to the employee.

Section 12.6 Employees so laid off or whose employment otherwise ceases due to reasons other than termination for gross misconduct may elect to continue medical and dental coverage in accordance with applicable law.

### **ARTICLE 13. PERSONAL SERVICE RECORDS**

Section 13.1 All employees shall be permitted to review their personal service records (Personnel Records) and may receive a copy of any item(s) in the file at current reproduction cost. The City shall not suffer any loss of the employee's services as a result of this activity. When any record of a disciplinary action is noted in an employee's personnel file, the City shall provide a copy of said record to the employee.

Section 13.2 Subject to the approval of the City Records Commission and the Sate Auditor, and pursuant to Section 149.39 of the Ohio Revised Code (O.R.C.) the personal service record of an employee is to be cleared or purged of any offenses upon written request of the employee in accordance with the following schedule:

- A. Any reprimand shall be removed from the record after two (2) years from the date of the reprimand, providing there is no intervening disciplinary action during the two-year period.
- B. Any suspension of less than thirty (30) days shall be removed from the record after a period of five (5) years, providing there is no intervening disciplinary action involving a suspension during the five-year period.
- C. Any suspension of thirty (30) days or more shall be removed from the record after a period of seven (7) years, providing there is no intervening disciplinary action involving a suspension of thirty (30) days or more during the seven-year period.

D. If there is an intervening disciplinary action, as described in Paragraphs A, B, and C above, the periods described in said paragraphs shall commence from the date of the intervening disciplinary action.

#### **ARTICLE 14. BULLETIN BOARDS**

Section 14.1 The City shall provide bulletin board space, not to exceed 9 square feet in dimension, in an easily accessible, agreed upon location within each division of the bargaining unit. Notices relating to the following matters may be posted without the necessity of receiving prior approval of the Municipal Administrator.

1. Union and division-wide recreation and social affairs.
2. Notice of Union meetings.
3. Union appointments.
4. Notice of Union elections.
5. Reports of non-political committees and independent non-political arms of the Union.
6. Non-political publications, rulings, and policies of the Union.
7. Civil Service Board and pension board publications.

All other notices of any kind not covered above must receive prior approval of the Municipal Administrator or designated representative.

Section 14.2 The City shall permit the Union to have one file cabinet upon City premises. The Union shall be responsible for the purchase and maintenance of said cabinet. The size and location of the file cabinet shall be mutually agreed to by the Union and the City.

#### **ARTICLE 15. LABOR/MANAGEMENT CONFERENCE**

Section 15.1 In the interest of sound labor-management relations and effective communication, either party may, not more than four (4) times yearly unless otherwise mutually agreed, request a labor/management conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request will include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. Said conference shall be scheduled during regular business hours and shall be limited to two (2) hours. A labor/management conference shall be scheduled as soon as possible from the date requested.

Section 15.2 The purpose of such meetings shall be limited to:

- A. Discuss the administration of this agreement.
- B. Notify the Union about changes made by the Employer which affect employees.

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.

D. Disseminate general information of interest to the parties.

E. Give the Union representative the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.

F. Discuss ways to increase productivity or improve efficiency.

G. Consider and discuss health and safety matters relating to employees.

Section 15.3 There shall be no more than four (4) representatives for each party in attendance at a labor/management conference, unless otherwise mutually agreed.

Section 15.4 No Union employee shall suffer a loss in pay or credit for hours worked as a result of attending such meetings, but no such employee shall receive overtime compensation for attending such meetings. Nor shall any Union employee attending such meetings during non-working hours receive any compensation therefore from the Employer.

Section 15.5 Any agreement(s) arising out of a labor/management conference must be reduced to writing, and then reviewed and approved by both the City and the Union.

## **ARTICLE 16. TEMPORARY WAGE CONTINUATION/INJURY LEAVE**

The City offers temporary Wage Continuation/Injury Leave to employees who are injured or who contract an occupational disease while in the course of and arising out of employment with the City. A bargaining unit employee who suffers from a compensable industrial injury or illness can, subject to the following criteria, receive regular wages instead of workers' compensation temporary total lost time benefits. Payment for related medical benefits is governed by the Ohio Workers' Compensation system.

### **QUALIFICATIONS**

1. The injury or illness must be determined to be compensable by the City at the outset of the claim or by the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).
2. Competent medical proof of temporary disability must be provided via the Ohio Bureau of Workers' Compensation (OBWC) *MEDCO-14 Physician's Report of Work Ability Form* or any other approved OBWC form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable. The injured worker must also complete and submit to the City a C-84 form, Request for Temporary Total Compensation.

3. The employee must complete a FROI – *First Report of Injury* application and sign a wage continuation agreement or OBWC C-55 form, medical release, and a City accident report form.
4. In accordance with the Bureau of Workers' Compensation/Industrial Commission rules, the City reserves the right to have the employee examined by a physician of its choice at the City's expense to confirm the medical diagnosis and/or the period of temporary disability or physical restrictions. Failure to submit to examination will result in termination of the temporary wage continuation benefits.
5. In accordance with the City's Family and Medical Leave (FML) policy when an employee is on approved leave related to an approved work-related injury, or illness, whether in a paid or unpaid status, the leave taken shall be counted concurrently towards both Family and Medical Leave and temporary Wage Continuation/Injury Leave.
6. Temporary wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of Workers' Compensation temporary total lost time benefits, subject to the following limitations:

#### **TERMINATION CONDITIONS**

Wage continuation payments will cease upon any of the following conditions:

1. Attending physician releases employee to return to work.
2. Employee returns to work for another employer.
3. Employee fails to return to a transitional "limited duty" assignment consistent with his/her temporary medical restrictions, as approved by the injured workers' treating physician.
4. Employee fails to appear for employer-sponsored medical examination.
5. Employee has reached maximum medical improvement and/or the condition has become permanent.
6. The claim is found to be fraudulent or is not approved by the OBWC after payment for Wage Continuation/Injury Leave has commenced.
7. The injured worker attempts to collect both temporary wage continuation from the City and temporary total compensation from the OBWC.
8. Employment termination.
9. Violation of any City policy or guidelines.
10. Regardless of the above conditions of termination, the City may, at its sole discretion, terminate wage continuation benefits at any time, if the disability exceeds three months.

## **Wage Continuation/Injury Leave**

This policy is in effect for injuries sustained on or after January 1, 2014, and/or for Injury Leave taken on or after January 1, 2014 which relates to approved Workers Compensation claim(s) sustained by the employee prior to January 1, 2014. Such claims must be related to injuries sustained while the individual was employed by the City. The City will, for compensable claims, continue to pay regular wages at the same rate of pay the injured worker was making at the time of the injury. This form of paid leave is called Injury Leave. Generally, compensation for Injury Leave will be paid for a period not to exceed twelve (12) weeks. The rate of pay for Injury Leave will be multiplied by the usual number of scheduled hours per week. The payment by the City will take the place of payment by the Ohio Bureau of Workers' Compensation (OBWC). Wage Continuation will be made only during the period of time that workers' compensation benefits would otherwise be paid by the OBWC. In most cases, Temporary wage Continuation payments will immediately commence upon receipt of proof of disability from the preferred medical provider and a completed claim application.

The wage continuation payments made by the City will be taxable income to the employee, and will be subject to the same tax withholding requirements as an employee's regular weekly wage. Workers' compensation benefits payable by the State of Ohio are not taxable income to the employee; however, payment made by the City should be equal to or greater than the payment which would be made by the BWC, and will reduce delay in receiving payment.

Receipt of temporary wage continuation payments will be in lieu of workers' compensation temporary total lost time benefits. The payment of medical benefits will continue to be handled by the City's managed care organization.

If the period of disability exceeds twelve (12) weeks, the employee may elect to voluntarily discontinue wage continuation payments or the City may, solely at its discretion, extend temporary wage continuation payments for additional periods of time. Wage Continuation payments beyond twelve (12) weeks will be calculated at the same rate of pay the injured worker was earning at the time of injury. This rate will be multiplied by the usual number of scheduled work hours per week. Alternatively, the City may halt temporary wage continuation/injury leave after the initial twelve (12) weeks of wage continuation/injury leave. The employee may then be eligible to receive temporary total payments from the Ohio Bureau of Workers' Compensation. The employee would need to submit the required request to the OBWC for such benefit.

In the event the OBWC should deny the claim as not being sustained in the course of or arising out of employment with the City, temporary wage continuation charged to Injury Leave will then be charged to the employee's sick leave or other available unused paid leave.

## **ARTICLE 17. GRIEVANCE PROCEDURE**

Section 17.1 The term "grievance" shall mean an allegation by a bargaining unit employee, or a group of employees ("Class Action"), or the Employer that there has been a breach,

misinterpretation, or improper application of this agreement. The Union may pursue a designated "Class Action" grievance without the necessity of gathering the signatures of all employees who may have been similarly affected. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 17.2 Except as provided herein all grievances must be processed at the proper step in order to be considered at subsequent steps. The aggrieved employee or employees may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee or employees within the time limits provided herein shall be considered resolved based upon the Employer's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 17.3 It is the mutual desire of the City and the Union to provide for prompt adjustment of grievances in a fair and reasonable manner. Every reasonable effort shall be made by both the City and the Union to effect the resolution of grievances at the earliest step possible. The aggrieved employee and the appointed Union representative responsible for the processing of grievances shall be permitted to engage in processing activities during their scheduled working hours provided that the time required does not exceed twenty (20) minutes of the individual's scheduled tour-of-duty and does not significantly interfere with work duties.

In the furtherance of this objective, the following procedure shall be followed:

**Informal Step:** The aggrieved individual may contact his immediate supervisor and attempt to resolve this dispute orally. The parties hereto agree that a resolution of the matter at this point is preferable to all involved.

**Step 1:** The grievant, with an appropriate Union representative if the former desires, shall identify the alleged grievance to the immediate supervisor in writing within ten (10) calendar days following the occurrence of the incident giving rise to the grievance. The supervisor shall investigate and provide an appropriate written answer to the grievance within ten (10) calendar days following the day on which the supervisor was presented the grievance. The resolution of a grievance at Step 1 shall be subject to review and approval by the Division Superintendent prior to the issuance of the Step 1 written answer.

**Step 2:** If the grievance is not resolved in Step 1, the employee, with an appropriate Union representative if the former desires, may present the grievance form and the written response at the prior step, to the Division Superintendent within five (5) calendar days after receiving the Step 1 reply. The Division Superintendent shall have ten (10) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Division Superintendent shall investigate and respond in writing to the

grievant within ten (10) calendar days following the meeting and shall provide an information copy of the reply to the Personnel Director and to the Union.

Step 3: Should the grievant or grievants still feel that the grievance has not been resolved to his satisfaction, he, along with the Union representative if the former desires, may present the grievance form and all written responses from prior Steps, to the appropriate Department Director within five (5) calendar days after receiving the Step 2 reply. The Department Director shall have ten (10) calendar days following the meeting, if he deems such necessary, with the aggrieved employee, his union representative, and the Personnel Director. The Department Director shall investigate and respond to the grievant in writing within ten (10) calendar days following the meeting, sending an information copy of the reply to the Personnel Director and to the Union.

Step 4: If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon written request of the Union to the Personnel Director or by the Employer in accordance with this section of this article. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of ten (10) calendar days from the date final action was taken on such grievance under Step 3 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

Upon receipt of a request to arbitrate, the Employer and the Union shall, within ten (10) days following the request, either jointly agree to an arbitrator or jointly request a list of five (5) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall attempt to agree on a submission agreement outlining the specific issue(s) to be determined by the arbitrator prior to requesting the list.

An arbitrator shall be selected within ten (10) working days of the receipt of the list by the alternative strike method from the list of five (5) names submitted by the Federal Mediation and Conciliation Service. The parties shall alternate as the first to strike, followed by the other party and alternating in this respect until one name remains on the list. The remaining name shall be designated as the arbitrator. Either party shall have the option to completely reject the list and request another. All other procedures relative to the hearing, except as specifically outlined herein, shall be according to the rules and regulations of the Federal Mediation and Conciliation Service.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of this Agreement.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language herein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him.

The arbitrator shall be without authority to recommend any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreements or practice. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. The arbitrator shall not have authority to make any decision which is:

(1) Contrary to or inconsistent with or modifying or varying in any way the terms of applicable laws.

(2) Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law (including Chapter 4117 ORC). Limiting or interfering in any way with the powers, duties, or responsibilities of City Council under its rule-making powers.

(3) Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this Agreement or applicable law (including Chapter 4117 ORC).

(4) Imposing any restriction or condition upon the Employer in its exercise of rights set forth in the article of this Agreement entitled "Management Rights"; unless the actions giving rise to the grievance are supportable as a management right, but contrary to another provision herein.

The question of propriety of a grievance being arbitrated may be raised by either party before the arbitration hearing of the grievance, on the ground that the matter is not subject to arbitration beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitration, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding.

Any cost in obtaining the list of arbitrators shall be equally shared by both parties.

All costs related to the services of the arbitrator shall be paid by the losing party. In those instances in which the arbitrator's decision represents a compromise between the parties, the cost of arbitration shall be shared.

Section 17.4 All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties.

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was filed in writing
4. Date and time grievance occurred
5. Where grievance occurred

6. Description of incident giving rise to the grievance
7. Articles and sections of Agreement violated

Section 17.5 A grievance may be brought only by the aggrieved member of the Bargaining Unit. Where a group of Bargaining Unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class-action grievance, provided each employee desiring to be included in the class action grievance signs the original grievance form.

Section 17.6 Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level above that from which it originates.

Section 17.7 If there is more than one grievance pending at the same time, the parties may mutually agree to have a single arbitrator decide all pending issues.

## **ARTICLE 18. DISCIPLINE**

Section 18.1 The Employer may conduct an investigation of any alleged violation committed by a bargaining unit employee and make a finding by written report concerning any such alleged violation. The Employer may rely upon the employee's written report in taking action and in defending such action in the event the employee is disciplined or discharged. An employee may have Union representation at any investigatory interview and/or prior to submitting any written report to the Employer.

Section 18.2 Except as otherwise provided herein, an employee's off-duty conduct shall not result in discipline or discharge unless such off-duty conduct seriously impairs the employee's ability to effectively or efficiently perform on assigned job duties or such unreasonably interferes with or diminishes the overall performance, effectiveness, or efficiency of his department.

Section 18.3 Forms of disciplinary action may only include, in order of severity:

- A. Verbal warning (time and date recorded);
- B. Written reprimand;
- C. Suspension with pay;
- D. Suspension without pay;
- E. Reduction in pay rate;
- F. Discharge from employment.

Section 18.4 Incompetency, inefficiency, dishonesty, working while under the influence of alcohol and/or controlled substances, immoral conduct, insubordination, discourteous treatment of the public, neglect-of-duty, neglect or abuse of equipment or apparatus, absence without leave, any other failure of good behavior, or any other acts of misfeasance, malfeasance, or non-

feasance in office shall be cause for disciplinary action. However, the disciplinary action shall be proportionate to the offense committed.

Section 18.5 Whenever the Employer determines that an employee's conduct may warrant a suspension without pay, reduction, discharge, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Each party shall have the right to question at the pre-disciplinary conference any person who testifies at the pre-disciplinary conference. Written notice of such conference shall be mailed or personally delivered to the Employee with a copy simultaneously to the Union. Such notices shall specify the time, date, and place of the conference, and subject matter of the conference, and the notice shall also advise the employee of his right to be represented at the conference by a union representative and/or other representative of his choosing. Upon receipt of a written request signed by the employee or his designated representative, the Employer must, for just cause shown, grant the employee's request that such conference be continued.

Section 18.6 Any discipline which results in a suspension of more than three (3) days, demotion, or discharge may be appealed to only one of the following: the Bowling Green Civil Service Commission, or an arbitrator as provided in Article 17, Section 17.3, Step 4 of this Agreement. Suspensions of less than three (3) days can only be appealed through the arbitration process.

**ARTICLE 19. VOLUNTARY ATTENDANCE AT CONFERENCES,  
CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATION  
FUNCTIONS**

Section 19.1 A bargaining unit member may attend any duty related training and educational function if authorized by the appropriate department director or his designee(s). Employees must complete the necessary paperwork in advance in order to attend the authorized function. The City will reimburse the employee for his reasonable and necessary expenses, except as limited within this Article, and provided there are sufficient unencumbered appropriated funds available to pay for such expenses. The employee's claim for reimbursement shall include proof of expenditure for expense. Expenses incurred and charged on a credit card must be supported by an itemized receipt. There shall be no reimbursement for purchase of alcoholic beverages, personal phone calls, entertainment expenses, or expenses incurred on behalf of any other individual.

Section 19.2 For out-of-town training, compensation for travel will be based on the cost of the means of transportation actually used; provided, however, if a cheaper means of transportation was reasonably available, compensation will be based on such cheaper means of transportation. Whenever the person travels by privately-owned automobile, he shall be reimbursed for mileage

at the applicable I.R.S. rate. Other reimbursable expenses include meals, lodging, common carrier fees, vehicle parking, tolls, and other reasonable expenses.

Section 19.3 Cost of lodging will be reimbursed at the single-room rate in effect at the place of lodging. If a room is occupied by two or more persons authorized for training under this article, reimbursement will be pro-rated to each person, or in full to the person who pays for the room. Pro-rated reimbursements will not exceed the single room rate. However, employees are not required to share rooms.

Section 19.4 Upon approval of the appropriate department head, an employee may receive advance payment for the estimated expenses of travel, provided, however, that the request is made at least two weeks prior to the scheduled date of departure. Within one week of completion of travel, the employee must return any money owed to the City and submit to the Finance Director proof of expenditures.

Section 19.5 Subject to the advance written approval of the department head, (Utilities Director or Public Works Director), an employee may attend and be reimbursed for tuition of a degree producing program, provided the program is job-related, that a grade of "C" or better is earned in each course for which reimbursement is sought, and that the courses are taken during the employee's off-duty hours. Employees must complete the necessary paperwork in advance in order to be considered for tuition reimbursement. Advance approval must be sought prior to the employee participating in individual classes. The department head will ascertain if there are sufficient funds available in the department budget to cover the cost of tuition for the applicable calendar year. Any reimbursement is to be applied to instructional fees (tuition) only and not to include other general fees, travel, or books. Reimbursement (tuition) will be applied only to accredited educational institutions and not to non-accredited educational institutions and correspondence courses. Reimbursement will only occur after the employee has submitted proof from the academic institution that a grade of "C" or better was received for the course.

Any course which is required as a condition of completion of any job-related degree program will also be considered as job-related. To be eligible for any such reimbursement the person must have been employed by the City for a minimum of two years. Such reimbursement shall not be allowed for more than nine (9) semester hours or twelve (12) quarter hours in any one calendar year. Instructional fees (tuition) will not be reimbursed at a rate in excess of corresponding charges at Bowling Green State University (BGSU).

Section 19.6 There shall be no loss of pay as a result of authorized travel or training. However, compensation shall not exceed eight (8) hours per day.

## **ARTICLE 20. MANDATORY ATTENDANCE AT CONFERENCES, CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATION FUNCTIONS**

Section 20.1 The appropriate department head or designee(s) may require an employee to attend any duty-related training and educational function.

Section 20.2 All time spent traveling shall be counted as hours worked less the time required for ordinary travel between the employee's home and work site, meal times, and breaktimes. The employee must obtain the advance authorization of the appropriate department head or designee(s) to travel on any day other than the actual day of training, if compensation for travel time will be sought.

Section 20.3 Reimbursement, payment, wages, and conditions of attendance not otherwise modified by this article shall be identical to those established by Article 19.

#### **ARTICLE 21. UNEMPLOYMENT COMPENSATION**

Section 21.1 Employees shall be provided, by the City, unemployment compensation coverage to the extent required by the Revised Code of Ohio.

#### **ARTICLE 22. PENSION FUND PROVISION**

Section 22.1 Employees shall be provided coverage under the Ohio Public Employees Retirement, as is appropriate to the extent required by the Revised Code of Ohio.

#### **ARTICLE 23. DEFERRED COMPENSATION PROGRAMS**

Section 23.1 The City adopts the State Public Employees Deferred Compensation Program, the Ohio Municipal League Master Deferred Compensation Plan, and the Great American Life Insurance Company/Annuity Investors Life Insurance Company Deferred Compensation Plan, and extends to all eligible employees the opportunity to join the programs.

#### **ARTICLE 24. OPERATORS INSURANCE**

Section 24.1 Liability insurance for bodily and property damage for operators of City motor vehicles and equipment shall be provided by the City at no cost to the employee.

Section 24.2 If a job requires a Commercial Driver's License (CDL), the employee shall obtain such license within his/her probation period. The City shall pay the cost of the initial test. Thereafter, with regard to renewals of the CDL the City shall only pay the difference between the cost of a regular Ohio Driver's License and a CDL; however, employees are responsible for paying for any costs associated with retests.

Section 24.3 In the event that an employee, who is required to have a drivers license and/or CDL, loses his/her driver's license or CDL, and he/she remains available to work, he shall be reduced to Pay Grade 2. The employee will be assigned to the same pay step in Pay Grade 2 that he/she was assigned in his/her prior pay grade. The employee shall retain his/her current

job classification. This reassignment to Pay Grade 2 shall be limited to thirty (30) calendar days. Thereafter, continued employment is not guaranteed.

Section 24.4 If temporary loss of CDL is due to error by an insurance company, Court, or the Bureau of Motor Vehicles, the employee's classification and pay shall be retroactively restored upon proof of error to the employer's satisfaction.

**ARTICLE 25. VACATIONS**

Section 25.1 Each full-time employee included within the scope of this Agreement shall earn vacation leave according to the number of years of service as follows:

Length of Service	Accrual Rate Per Pay Period	Maximum Accrual
Upon Hire to 5 years	4.72 hrs	240 hrs
6 to 10 years	6.3 hrs	360 hrs
11 to 20 years	7.82 hrs	480 hrs
Over 20 Years	9.32 hrs	600 hrs
Over 25 Years	10.12 hrs	660 hrs

Section 25.2 Upon hire, each new full-time employee, shall begin to accrue vacation at the rate established above or any greater number of hours for which the employee would be eligible because of prior public service in the State of Ohio as authorized by Section 25.3 below.

Section 25.3 All full-time, permanent City employees with prior full-time, public service in the State of Ohio for which they had accrued vacation leave may, upon certification of their service, count that prior service for purposes of computing entitlement to vacation leave.

Section 25.4 Vacation is credited each bi-weekly pay period at the rates shown for each period of service in Sections 25.1 above. Vacation credit may be accumulated for two years, plus the current year's accumulation, up to the maximum number of hours shown in the maximum accrual column in Section 25.1 above. No accrual will accumulate beyond the maximum allowable for each period of service. Vacation is not earned on overtime. Applicable accrual rates shall be pro-rated for portions of bi-weekly pay periods.

Section 25.5 Vacation shall be scheduled throughout the year by responsible supervisors as near as possible to times desired by employees, subject to operational requirements. Vacation preference shall be granted to employees on the basis of division seniority (time in service within divisions of departments established by contract or administrative code). In case of conflict, the appropriate department head shall make the final decision as to when vacations may be taken. There is no requirement that vacation leave be taken all at once or that it be split up. Vacations may be taken so as to include or abut holidays or personal business days. Employees

are encouraged to utilize their annual vacations. The minimum time of request and approval shall not be less than one-tenth (1/10) of an hour.

Section 25.6 Vacation pay shall be computed on the basis of a regular 40-hour work week at applicable regular straight time rates.

Section 25.7 Vacation leave is earned only during the time the employee is on active full-time status; it is not earned by part-time, seasonal, or temporary employees, or by full-time employees while on unpaid leaves of absence or unpaid military leave.

Section 25.8 Days designated as holidays in Article 26 shall not be charged to vacation leave regardless of the day of the week on which they occur.

Section 25.9 A week of vacation is equivalent to 40 normal hours of work.

Section 25.10 Upon separation from City employment an employee shall be entitled to compensation at his or her then-current straight-time rate of pay for all lawfully accrued and unused vacation leave to his or her credit. If the separation from City employment is caused by death, payment shall be made to the employee's surviving spouse or other beneficiary, as provided by statute.

Section 25.11 The maximum accrual is as of the employee's anniversary date. For example, an employee who was hired on September 4, 1971, without prior public service in the City of Bowling Green, would have a ten-year anniversary date of September 4, 1981. On the anniversary day (Sept. 4, 1981) a regular City employee could have not more than 360 hours (2 x 120 plus current year) of vacation time.

Section 25.12 For vacation purposes, years of service with the City shall be determined by the total number of full-time, non-seasonal/non-temporary years worked for the City and shall include military leaves of absence and other approved leaves of absence. If an employee's service has been interrupted through no fault of the employee, such as lay-off, the employee's total service shall include the periods both before and since the interruptions, but shall not include the period of interruption itself.

Section 25.13 An employee may request an advance of five days pay at the time of the employee's vacation. The request must be made to the appropriate Department or Division Head or his/her designee at least fourteen (14) calendar days prior to the payday on which the check is to be received. This may be done once each year and is contingent upon the employee having worked in the applicable bi-weekly pay period in an amount sufficient to be entitled to the advance pay requested.

## **ARTICLE 26. HOLIDAY PAY**

Section 26.1 Holidays or the days set apart for their observance shall be as follows:

- A. First day of January
- B. Third Monday in January
- C. Third Monday in February
- D. Last Monday in May
- E. Fourth day in July
- F. First Monday in September
- G. Eleventh day of November
- H. Fourth Thursday in November
- I. Day After Thanksgiving
- J. Twenty-fifth day of December

Section 26.2 In the event that any of the above holidays shall fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the above holidays shall fall on Sunday, the Monday immediately following shall be observed as the holiday.

Section 26.3 On each of the holidays listed in Section 26.1 of this Article, all employees included within the scope of this Agreement shall be paid eight (8) hours of holiday pay, and such hours shall be counted as hours worked in computing entitlement to overtime pay. For employees at the treatment plants these hours shall only count as hours worked for overtime purposes when the employees actually work during the pay week that the holiday occurs.

Section 26.4 Employees who are required to work on any of the holidays listed in 26.1 of this Article shall be paid holiday pay plus twice the regular straight time rates of pay for the hours worked. Hours worked in excess of eight (8) shall not count toward entitlement to overtime.

At the Water Treatment Division and the Water Pollution Control Division, Holiday Pay shall be paid for either working the actual holiday or the observed holiday (New Year's Day, Independence Day, Veteran's Day, and Christmas Day that fall on a Saturday or Sunday), but in no case shall an employee be paid holiday pay for both the actual holiday and observed holiday worked.

Section 26.5 With respect to the Water Pollution Control Division, the operators whose normal work schedule includes a holiday, are normally expected to work that holiday.

If the operator who would normally work the holiday requests a holiday off, then another operator, who is not already scheduled to work that holiday, may be scheduled, if possible, according to the WPC Division's Leave and/or Overtime Policies, to work the holiday. If the other operator(s) who is/are offered the holiday decline(s) it, he/they will not be charged as refusing an offer of overtime.

The holiday leave must be requested enough time in advance to allow scheduling another operator to work the shift. If no other operator is willing to work the shift, unless there are extenuating circumstances, the holiday leave will not be approved.

**ARTICLE 27. LIFE INSURANCE PROVIDED**

Section 27.1 The employer shall provide group life insurance coverage for all bargaining unit employees in the amount of \$25,000.00. In the case of accidental death, the coverage shall be in the amount of \$50,00.00. There shall be no contribution by an employee for this coverage.

**ARTICLE 28. COMPREHENSIVE MEDICAL AND DENTAL COVERAGE**

Section 28.1 The City shall provide comprehensive group medical coverage to each full-time covered employee with a minimum lifetime maximum of \$1,000,000.00 per participant.

Section 28.2 The City shall provide single dental insurance and shall make available dependent coverage. The employee shall pay the additional cost for dependent coverage.

Section 28.3 Employees shall pay ten percent (10%) of the City's total monthly premium cost for medical and single dental insurance. In addition to this 10% contribution, employees will also pay, in accordance with the schedule below, the following each pay period:

<b>Base Salary</b>	<b>Per pay amount Family Medical</b>	<b>Per pay amount Single Medical</b>
<b>Year 1-</b>	<b>Start first pay in December 2014</b>	<b>Start first pay in December 2014</b>
Below \$35,000	\$0.00	\$0.00
Above \$35,000	\$14.00	\$6.00
Above \$50,500	\$20.00	\$8.00
Above \$65,000	\$25.00	\$10.00

<b>Base Salary</b>	<b>Per pay amount Family Medical</b>	<b>Per pay amount Single Medical</b>
<b>Year 2</b>	<b>Start first pay in December 2015</b>	<b>Start first pay in December 2015</b>
Below \$36,050	\$0.00	\$0.00
Above \$36,050	\$16.25	\$6.75
Above \$52,015	\$23.00	\$9.00
Above \$66,950	\$29.75	\$11.50

<b>Base Salary</b>	<b>Per pay amount Family Medical</b>	<b>Per pay amount Single Medical</b>
<b>Year 3</b>	<b>Start first pay in December 2016</b>	<b>Start first pay in December 2016</b>
Below \$37,132	\$0.00	\$0.00
Above \$37,132	\$17.75	\$7.00
Above \$53,575	\$25.00	\$10.00
Above \$68,959	\$32.75	\$13.00

Section 28.4 The Union recognizes the right of the City in its discretion to secure alternate insurance carriers and to modify coverages which measures may be used to maintain or to lessen premium costs. Prior to any modifications of benefits or coverage, the Union and the City agree to meet and discuss any such modifications. During the life of this contract, the offered medical and dental plan terms for this bargaining unit shall be equal to the terms for all other City employees.

## **ARTICLE 29. FAMILY MEDICAL LEAVE**

Section 29.1 The Union agrees to the requirements as contained in the City's Family Medical Leave Policy, as detailed in the City of Bowling Green's Administrative Instruction No. 33.

## **ARTICLE 30. FUNERAL/BEREAVEMENT LEAVE**

Section 30.1 Employees covered under this Agreement shall be entitled to twenty-four (24) hours of funeral/bereavement pay per payroll year for the purposes of arranging for or attending the funeral or attending to estate matters of a member of the employee's immediate family. As used in this Article, "immediate family" shall include husbands, wives, children, parents, grandchildren, grandparents, great-grandparents, brothers, sisters, aunts, uncles, nieces, nephews, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents-in-law, and persons acting, or who have acted, in loco parentis to the employee.

The term "children," as used in this Article, shall include foster children residing in the employee's household at the time of the death, natural children, adopted children, and step-children.

Section 30.2 In addition to the hours granted in Section 30.1 the employee shall be entitled to an additional 24 hours funeral/bereavement leave for the deaths of each one of the following family members: spouse, child, brother, sister, mother, or father.

Section 30.3 Funeral/bereavement leave may only be used for the purpose intended, and the minimum time of request and approval shall not be less than one-tenth (1/10) of an hour.

Section 30.4 Funeral/bereavement leave shall be counted as hours worked for purpose of calculating entitlement to overtime.

## **ARTICLE 31. RESERVED**

## ARTICLE 32. SICK LEAVE

Section 32.1 Each employee covered under this Agreement shall be entitled to Sick Leave at the rate of 4.6 hours for each completed eighty (80) regular straight time hours of service. This accrual rate shall be pro-rated for portions of full 80 hour bi-weekly pay periods. An employee may use accumulated, but unused, sick leave, upon proper approval of the appropriate department head or his/her designee, for absence due to personal illness, injury, pregnancy, exposure to contagious diseases which could be communicated to other employees, for any leave designated as Family and Medical Leave, and to illness, injury, or death in the employee's immediate family. The minimum time of request and approval shall be one-tenth (1/10) of an hour. "Immediate Family" as used herein is limited to husbands, wives, children, brothers, sisters, mothers, fathers, grandparents, great-grandparents, grandchildren, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and persons acting, or who have acted in loco parentis to the employee. The authority to use sick leave due to death in the employee's immediate family is in addition to the funeral/bereavement leave provided for in Article 31, Funeral/Bereavement Leave, of this contract.

Section 32.2 Department heads shall require an employee to furnish a satisfactory written, signed statement to justify the use of Sick Leave. The statements, after being approved by the department head, shall be maintained in the Personnel Department for at least one year. If medical attention is required, a certificate from a licensed physician, stating the nature of the illness and the employee's ability return to work, shall be required before the employee may return to work. A physician's statement may also be required, at the discretion of the Personnel Director, for a period of one day or less in the following cases: (a) for probationary employees; (b) repeated one or 2-day absences; (c) and multiple absences on a single day. Falsification of either a written, signed statement, or a physician's certification shall be grounds for disciplinary action, including dismissal.

Section 32.3 Unused sick leave shall be cumulative without limit. Sick leave earned over and above 960 hours shall not be retroactively accumulated or granted, but must be earned after October 6, 1975. The previously accumulated but unused sick leave of an employee who has been separated from public employment in this State shall be placed in the employee's credit upon employment with the City, if the reemployment takes place within ten (10) years of service. An employee who transfers from a public agency in this State to employment with the City shall be credited with the unused balance of the employee's accumulated but unused sick leave.

Section 32.4 Employees who are hired by the City prior to July 1, 2014, and who retire from employment with the City shall be paid for 25% of the employee's accumulated but unused sick leave. "Retirement" shall mean that an employee is eligible at the time that employment is terminated to obtain a service or disability retirement in accordance with the requirements of the State retirement system into which that employee contributes. In the event that the City raises the percentage and accumulated limit for non-bargaining employees, the higher amounts will apply to members of this bargaining unit.

Employees who are hired by the City on or after July 1, 2014, and who retire from employment with the City shall be paid for 25% of the employee's accumulated but unused sick leave, but such payout shall not exceed 25% of 960 hours. "Retirement" shall mean that an employee is eligible at the time that employment is terminated to obtain a service or disability retirement in accordance with the requirements of the State retirement system into which that employee contributes. In the event that the City raises the percentage and accumulated limit for non-bargaining employees, the higher amounts will apply to members of this bargaining unit.

Section 32.5 This section shall be administered uniformly to eligible bargaining unit employees covered under this section. No sick leave may be granted to any employee upon or after the employee's retirement or termination of employment.

Section 32.6 Each bargaining unit employee, who is eligible to accrue sick leave and who is killed in the line of duty, shall have 50% of his accumulated but unused sick leave paid to his designated survivor(s) or to his estate.

Section 32.7 A bargaining unit employee of the City, who is eligible to accrue sick leave and who dies while still employed by the City, shall have 25% of his accumulated but unused sick leave paid to his designated survivor(s) or to his estate. This does not apply to those employees who are killed in the line of duty.

Section 32.8 The City shall indicate on each employee's paycheck the last date on which the employee took sick leave, subject to computer system capacity.

Section 32.9 The sick leave payout at retirement may be paid out in installments, at the City's option, as outlined below, when written notice of a retirement has not been received by the Personnel Director by November 1<sup>st</sup> in the prior calendar year. This first takes effect beginning November 2008 for retirements occurring in 2009 or thereafter.

- A. If the employee is entitled to receive payment for 240 hours or less, it shall be paid within thirty (30) days following verification of any of the above occurrences.
- B. If the employee is entitled to receive payment for 241 to 750 hours, the payment may be made in two (2) equal annual installments.
- C. If the employee is entitled to receive payment for more than 750 hours, the payment may be made in three (3) equal annual installments.

SECTION 32.10 Payment for sick leave on the bases outlined in Sections, 32.4, 32.7, 32.8, and/or 32.9, shall be considered to eliminate all sick leave credit accrued by the employee at that time. The payment shall be based on the employee's straight-time hourly rate of pay in effect at the time of retirement and shall be made only once to any one employee.

## **ARTICLE 33. COMPENSATORY TIME**

Section 33.1 Any bargaining unit employee may elect to take compensatory time off in place of overtime pay.

Section 33.2 If an employee elects to accumulate compensatory time in lieu of overtime pay for any overtime worked, the employee must request the compensatory time using the applicable form. Requests for compensatory time must be submitted to the employee's Superintendent no later than the day on which the week's time sheets are to be turned in, otherwise the employee will be paid for the overtime. Requests for leaves chargeable to compensatory time must be submitted to the employee's Superintendent no later than three (3) calendar days prior to the date of the leave, except that requests of eight (8) hours or less may be granted by the Superintendent without the requirement for the advance notice.

Section 33.3 No employee may accumulate more than one hundred ten (110) hours of unused compensatory time credit at any one time.

Section 33.4 Compensatory time shall be accumulated at the overtime rates. Employees whose employment is terminated for any reason are entitled to compensation for any accumulated but unused compensatory time not to exceed one hundred ten (110) hours. The rate of compensation for each compensatory time hour in this situation shall be the greater of:

- A. The average regular rate for the last three years of employment; or
- B. The regular rate in effect for the employee at the time of separation.

Section 33.5 Compensatory time may be taken in one-tenth (1/10) of an hour increments.

**ARTICLE 34.        UNION LEAVE**

Section 34.1 The Union President or designee and one other bargaining unit member may, upon approval of the appropriate Department Director or his designee, be granted time off without pay for the purpose of attending union conventions or other similar union functions. Such approval shall not be unreasonably withheld. Such time off will not affect accumulated sick leave, vacation leave, overtime pay computations, or seniority anniversary dates, nor will it constitute a break in service.

**ARTICLE 35.        COURT TIME**

Section 35.1 An employee called for jury duty shall be paid for the period of jury service that occurs during the employee's scheduled work hours. An employee must present verification of:

- A. His/her call to jury duty.

Section 35.2 An employee subpoenaed by the City to provide testimony in a lawsuit or other administrative matter wherein the City is a party to the action shall be paid for all time spent testifying and/or all time spent waiting to testify until such time as he/she has been dismissed from the court or court has adjourned, even if such period of witness service is not within the employee's scheduled work hours.

Section 35.3 The employee shall turn in the amount received as a juror or witness fee earned for witness service defined in Sections 35.1 and 35.2 providing the amount does not exceed the wages paid by the City, to the City Finance Director. Any hours credited as jury duty or witness duty shall be counted as hours worked in computing entitlement to overtime pay.

Section 35.4 An employee who is required to appear in court for reasons outside the scope of his/her employment shall be allowed to use accrued but unused vacation, personal, or compensatory leave, or if no accrued leave is available then an unpaid leave will be approved provided that:

- A. Documentation is provided in the form of a subpoena or a letter from a participating attorney; and
- B. The request for vacation, personal, compensatory, or unpaid leave is made to the appropriate division head at least twenty-four (24) hours in advance.

**ARTICLE 36. TEMPORARY MILITARY TRAINING LEAVE**

Section 36.1 An employee who is a member of the Ohio National Guard, the Ohio Air Guard, the Ohio Naval Militia, or other reserve components of the armed forces of the United States shall be entitled to leaves of absence from the employee's respective duties for such time as the employee is in such required military service on field training or active duty for up to a maximum of one hundred and seventy-six scheduled working hours per calendar year. Such leave shall be granted without loss of pay or benefits as would normally be provided.

Section 36.3 Any hours credited as military leave shall be counted as hours worked in computing entitlement to overtime.

**ARTICLE 37. MAINTENANCE OF SICK LEAVE,  
VACATION, AND OVERTIME RECORDS**

Section 37.1 A permanent record of sick leave including sick leave accumulated and sick leave used shall be maintained by the employer for all employees covered by this Agreement.

Section 37.2 A permanent record of vacation information, including years of service for vacation credit accumulated and used, and overtime, shall be maintained by the employer for all employees covered by this Agreement.

Section 37.3 Other records of leave including compensatory time, civic leave, and funeral/bereavement leave shall be maintained by the employer for all employees covered by this Agreement.

Section 37.4 The Superintendent shall be responsible for seeing that the necessary and accurate information relative to sick leave and vacation record keeping is in the hands of the payroll clerk by the time payroll is processed on a weekly basis.

**ARTICLE 38. PARKING PROVISIONS**

Section 38.1 The City shall provide for each employee, at no cost to the employee, parking privileges when working.

## **ARTICLE 39. OVERTIME PAY**

Section 39.1 Employees shall be paid overtime rates of one and one-half the regular straight time rate of pay for all hours worked beyond the 40-hour work week.

Section 39.2 Management has the sole and exclusive right to determine the need for overtime. Overtime opportunities shall be distributed as equally as practicable amount those employees in the bargaining unit qualified to perform the work within each division. Each division shall post the names of employees eligible for overtime. (The new list employing these procedures shall be in the same order as the existing list). The list will be updated daily by supervisory personnel during regular work hours as applicable to each division and purged annually on the contract date (April 29<sup>th</sup>). Employees shall record hours worked and calls made and are responsible for providing this information to the appropriate supervisor.

Section 39.3 Except for certain exceptions cited herein, the overtime rosters for the bargaining unit will be used when it becomes necessary to contact employees to work overtime.

Section 39.4 Employees who are qualified for the work and have the lowest number of hours charged on the overtime list will be called and/or contacted first.

Section 39.5 Use of the overtime roster shall not apply to overtime work which is specific to a particular employee's specialized work assignment or when the incumbent is required to finish a work assignment. Employees who are already performing a work assignment can work up to two (2) hours overtime without using the overtime list. If this unscheduled overtime is expected to continue beyond two (2) hours, employees will be called in according to the overtime list.

Section 39.6 Employees on personal sick leave are not eligible for overtime until they notify their supervisor of their availability to work overtime.

It is the employee's responsibility to inform his/her supervisor of the employee's availability to work overtime while on pre-approved leave.

Section 39.7 If an employee cannot be reached, the person calling will continue to the next lowest employee on the overtime list. If an employee does not answer his/her phone, the person calling gets an answering machine, or the employee cannot be contacted for any other reason, the employee will be charged the overtime hours as if he/she actually turned down the overtime hours if the call occurs between 11:00 p.m. and 7:30 a.m. starting Sunday through Friday morning.

Employees who work the overtime will be charged on the list for the time actually worked regardless of the type of overtime or the amount of notice.

Overtime hours turned down will be charged on the list based on the average of actual hours worked except no charge will be made when less than two (2) hours notice is provided for non-emergency overtime.

Section 39.8 If a sufficient number of employees is still not available, the overtime may then be offered to qualified non-bargaining employees. The employees at the Wastewater Treatment Plant and Water Treatment Plant will be exempted from the “three strike rule.”

Shift operators at the Water Treatment and Wastewater Treatment Plants may be mandated to remain at their posts until replacement operators are secured through the overtime list or other method, as specified in this Article.

An employee who agrees to work overtime and then fails to report for said overtime shall be subject to the discipline process, as outlined in this Article.

Turn downs for emergency overtime may result in disciplinary action.

Section 39.9 Employees who work four (4) or more consecutive hours of mandatory or emergency overtime will receive a paid meal break of one-half (1/2) hour.

Employees will be offered eight (8) hours off after working sixteen (16) consecutive hours.

Section 39.10 As a result of a Labor-Management discussion of overtime procedures, the City Administration agreed to allow a return to “counting hours” provided that the City is held harmless by the Union from grievances resulting from the assignment and distribution of overtime. Management agrees to correct errors in the assignment and distribution of overtime on the list at the Union’s request by offering an aggrieved employee the next available overtime until the disputed amount is equaled or exceeded.

Section 39.11 New hires in all covered divisions will receive the average number of hours of the current division staff when placed on the overtime list for that division.

Section 39.12 Persons returning from an extended leave of absence will return to the overtime list with the same number of hours they had when they left on leave, except when the list has been purged. If the list has been purged then they will be given zero “0” hours when placed on the list.

Section 39.13 Each division shall reduce its overtime practice to writing and shall post said practice within thirty (30) days after contract ratification.

## **ARTICLE 40. CALL-IN PAY**

Section 40.1 Call-in pay is defined as payment for work assigned and performed by an employee at a time disconnected from his normal and prescheduled hours of work due to an emergency.

Section 40.2 All of the terms of and rates provided in Article 39, Overtime Pay, shall be applicable to call-in pay. An employee called in shall be compensated for a minimum of two (2) hours commencing with the employee's arrival at the work site, except that those employees designated as "Duty" persons pursuant to Article 42 shall be compensated for a minimum of one (1) hour commencing with the employee's arrival at the work site.

Section 40.3 An employee called in may determine if additional employees are needed for the task that he has been called in for. If additional employees are needed, the employee may call in up to three (3) other employees either directly, or by requesting a supervisor or the Police Division to call. If the employee determines that four (4) or more additional employees will be needed, or that more than five (5) hours of work will be necessary, regardless of the number of employees needed, direction must be obtained from a supervisor or the Director. The "duty" person may work as long as the crew is called in.

## **ARTICLE 41. UNIFORM AND CLOTHING**

Section 41.1 Except for the positions of Administrative Secretary and Engineering Technician, the City shall provide, according to its specification, appropriate uniforms including shirts, pants, and jacket. These uniforms, which employees are required to wear, shall be laundered, repaired, and altered at the expense of the City, according to its specifications. (Except: The Engineering Technician shall be provided one pair of safety work boots once during the life of this contract.)

Section 41.2 In lieu of wearing the uniform pants provided by the City in Section 41.1, the employees may elect to wear appropriate blue jeans to work. Said blue jeans must be purchased at the employee's expense. Said employee election must be made in writing to the Personnel Department. The Personnel Director will then coordinate the request with the appropriate City staff who handles the uniform contract. Final approval to wear blue jeans will be granted upon authorization that the City is no longer required to pay for uniform pants from the uniform supply company. The laundering of jeans is the responsibility of the employee.

Section 41.3 The City shall provide to new hires, according to its specifications and at its expense, one pair of the following: rain gear, appropriate Redwing footwear (or a brand of comparable quality), either an appropriate "safety yellow coat," Carhart coat, or parka and coveralls or bibs (or a brand of coats, coveralls, or bibs of comparable quality), winter hat, and gloves. Boots must meet City specifications with regard to safety requirements. New hires within the Public Works Division will be provided a "safety yellow coat." Employees of the Public Works Division, except for the Laborer who works as the custodian at the Police

Division, will be provided a safety yellow coat (with or without) a fleece liner with reflective material conforming to ANSI III. Names and labels on the coats would be paid for by the city as part of this one time purchase.

Section 41.4 The uniforms issued in Section 41.1 are to be worn for the sole purpose of employment with the City of Bowling Green and not for personal reasons. If an employee uses the issued uniforms for personal reasons, then he/she will be subject to the disciplinary process.

Section 41.5 Employees must replace at their own expense uniforms, hats, and clothing that are lost or stolen while in their possession.

Section 41.6 The wearing of non-safety related hats, specifically ball caps, is optional, but if worn shall be either City-issued or a hat purchased by the employee. If the employee elects to provide his/her own ball cap then it must be "plain." Specifically ball caps cannot have any exposed emblem, logo, drawing, or writing on it other than the City seal. The term "plain" also means no camouflage or other multi-color hat material. It is permissible that a hat may have a different color brim than the rest of the hat. If the employee elects to provide his/her own hat it must be in good condition and look professional. The wearing of worn, torn, or dirty hats is prohibited. The City will not be responsible for replacing lost, stolen, worn, or damaged hats purchased/provided by the employee. If the employee desires to provide and wear his/her own broader brimmed hat for sun protection he/she may as long as the hat style has been approved by the Personnel Director.

If the employee elects to wear a City-issued hat, which is a traditional ball cap, he/she will be provided two (2) hats initially. City will provide full-cloth hats. The City will replace worn or damaged City-issued hats, if need is demonstrated.

Section 41.7 A uniform/clothing allowance shall be paid by the City for outerwear for the bargaining unit as follows:

- \$325 for period April 30, 2014 to April 29, 2015
- \$325 for period April 30, 2015 to April 29, 2016
- \$325 for period April 30, 2016 to April 29, 2017

This allowance will be a lump sum payment made to employees at the beginning of each contract year.

Section 41.8 The allowance is to be used by employees to purchase clothing required to be worn by the City. Items that can be purchased include: Carhart or other brand of acceptable coats for Utilities employees, or safety yellow coats for Public Works employees, (bibs, coveralls, boots, wool caps, winter gloves, sweatshirts. If an employee is not sure if an item can be worn at work, he/she should contact their supervisor. The appropriate name and label, as approved by the Public Works and/or Utilities Director, must be paid from the employee's annual clothing allowance. Employees are expected to come to work in acceptable clothing and be ready for work.

- Public Works employees, except for the Laborer who works as the custodian at the Police Division, must purchase and wear a “safety yellow coat” that meets Division requirements. Carhart coats or coats of any other color than safety yellow will no longer be acceptable to wear for Public Works employees, except for the Laborer who works as the Police Division’s custodian. Variations of the safety yellow coat with regard to style or type of coat may be approved by the Public Works Director based on availability/trends.

Coats and other outer wear must be either “safety yellow,” black, brown or blue. Sweatshirts may be either zippered or pull-over, but they can only be the following colors: blue, black, brown, or gray. The sweatshirts must be a solid color. No logos or advertisements will be on the clothing, i.e. Eat at Docs, BGSU, etc.

The City will annually provide five (5) safety yellow t-shirts with the City seal for each eligible member of the bargaining unit. (Ineligible employees include the Public Works Administrative Secretary, Engineering Technicians, Surveying Technicians, and Project Inspectors.) Orders must be submitted to the City by May 15 of each year. Failure to place an order by the deadline will result in the employee forfeiting his ability to receive the five (5) City provided safety-yellow t-shirts that year. If an employee elects to wear a t-shirt as outerwear, the employee will be required to wear the safety-yellow t-shirt provided by the City. No other color of t-shirt will be permissible to wear, as outerwear, after the City has provided the safety-yellow t-shirts.

The Project Inspector(s) and Surveying Technician(s), will each receive five (5) safety yellow mesh t-shirts with reflective tape during each year of this contract. These t-shirts will include the City Seal. The wearing of reflective tape t-shirts does not preclude the wearing of safety vests and other safety gear when required.

Gloves, which are worn for safety purposes, will be issued for given job assignments, and will be replaced by the City after showing need. Other gloves must be purchased by the employee.

Section 41.9 New hires are ineligible from receiving the aforementioned allowance until they have completed one year of employment.

Section 41.10 If an employee’s outer wear, i.e., boots, safety yellow coat (PW employees), Carhart coats (Utilities employees), bibs, coveralls, etc., are damaged as a result of a reportable work-related incident/accident, such as a boot is damaged by a jackhammer, then the City will replace the damaged equipment at its expense. This will happen only if the employee submits a written incident report and an investigation validates that the work-related incident resulted in damage to the clothing that caused it to be unusable. The City will not replace items, at its expense, that become unusable due to normal wear and tear.

Section 41.11 When the City provides covered employees apparel, the value is considered a taxable fringe benefit by the IRS. As such, the value of the item(s) will appear on the employee’s annual W-2.

## **ARTICLE 42. DUTY PAY**

Section 42.1 With respect to the Divisions of Water Distribution, Wastewater Collection, and Public Works, "Duty" shall consist of one person on a weekly rotating basis.

Section 42.2 Duty pay shall be compensated at a straight time rate for a total of eighteen (18) hours. This payment shall be in addition to any other pay provided within this agreement. Failure to respond to an emergency call while on duty will result in the forfeiture of two and one-half (2 1/2) hours pay for each day there is an infraction and may result in disciplinary action.

Section 42.3 The Department Director or his designee shall establish a Duty roster using qualified personnel listed in descending order by seniority. Failure to be available for Duty status will result in the person being placed at the bottom of the Duty roster. An employee may be considered in Duty status while on any form of leave except for any leave for personal injury or illness of eight (8) hours or more.

Section 42.4 Whenever the duty person notifies his supervisor that he/she is unable to respond due to vacation leave or personal illness, and has not arranged for a duty replacement the supervisor will ask the next person on the duty list to cover the duty person, and will continue down the list until a person is found who will cover the employee's duty. The duty list will stay the same. The person covering the duty will receive two and one-half (2 1/2) hours pay for each day he/she replaces the assigned duty person. The originally assigned duty person will lose two and one-half (2 1/2) hours pay for every day he/she is absent.

Section 42.5 If two employees wish to trade duty time, they may do so. Said employees must provide the appropriate supervisor prior notice and then notify any other third party (police dispatcher, etc.) as required by division policy, of that trade.

Section 42.6 Probationary employees shall not be listed on the duty list until such time as they have completed their probationary period, and the Division Superintendent has assessed that the new employee is qualified to work duty. Standards that will be used to assess the employee's qualifications will include time in grade, skills with equipment, knowledge of division processes and policies, prior and current experience.

## **ARTICLE 43. SEVERANCE PAY**

Section 43.1 Upon separation, full-time employees shall be paid for all accumulated but unused and unpaid vacation, compensatory time, regular pay, longevity pay (if provided by contract), and overtime pay due and owed them as of their last date of employment. Upon retirement, accumulated but unused sick leave shall be paid as provided elsewhere within this Agreement.

Section 43.2 In the case of death, the above payments shall be made to the employee's beneficiary, as provided by statute.

## ARTICLE 44. WAGES

Section 44.1 The following wage schedules are established for employees of the bargaining unit, effective April 30, 2014.

Section 44.2 All bargaining unit employees shall be paid on a bi-weekly basis.

Section 44.3 Pay Grades & Salary Schedules:

**GRADE 1** – Laborer (Laborer's who lose their driver's license or CDL will remain in pay grade 1, for the 30 day period defined in Article 24. Thereafter continued employment is not guaranteed.)

**GRADE 2**- Employees, who must maintain a valid Ohio Driver License and/or CDL, shall be reduced to the pay step they hold in the higher pay scale for a period not to exceed 30 calendar days. Restoration to the prior pay grade shall occur before 30-days if the employee has obtained occupational driving privileges prior to 30 calendar days has past. Employment is not guaranteed, when an employee cannot obtain occupational driving privileges after 30 calendar days has lapsed. While assigned to Pay Grade 2, the employee shall maintain his/her job classification.

**GRADE 3**- No Classifications Assigned

**GRADE 4** – No Classifications Assigned

**GRADE 5** – Public Works Equipment Operator, Water Treatment Plant Operator, Water Distribution Equipment Operator, Wastewater Collection Equipment Operator, Mechanical Storekeeper Supervisor, Wastewater Treatment Plant Operator, Water Meter Repair Worker, Sludge Recycling Coordinator

**GRADE 6** – Automotive Mechanic, Water Meter Repair Supervisor, Surveying Technician, Engineering Technician, Administrative Secretary-Public Works, Water Treatment Plant Operator with an OEPA Class III Treatment Certification, Wastewater Treatment Plant Operator with an OEPA Class III Treatment Certification, Sludge Recycling Coordinator with an OEPA Class III Treatment Certification

**GRADE 7** – Project Inspector

**GRADE 8** – Sludge Recycling Coordinator (Incumbent, Payroll Number 263), Water Distribution Maintenance Supervisor

Effective April 30, 2014

2014-2015	e	f	g	h	i
Grade 1	\$15.43	\$16.37	\$17.37	\$19.08	\$19.70
Grade 2	\$16.23	\$17.23	\$18.27	\$20.06	\$20.72
Grade 3	\$17.09	\$18.14	\$19.24	\$21.12	\$21.82
Grade 4	\$18.01	\$19.12	\$20.28	\$22.26	\$22.99
Grade 5	\$18.94	\$20.11	\$21.33	\$23.42	\$24.19
Grade 6	\$19.89	\$21.10	\$22.40	\$24.59	\$25.40
Grade 7	\$20.89	\$22.17	\$23.50	\$25.82	\$26.68
Grade 8	\$21.91	\$23.25	\$24.67	\$27.09	\$27.97

Effective April 30, 2015

2015-2016	e	f	g	h	i
Grade 1	\$15.89	\$16.86	\$17.89	\$19.65	\$20.30
Grade 2	\$16.72	\$17.75	\$18.82	\$20.67	\$21.35
Grade 3	\$17.60	\$18.68	\$19.82	\$21.75	\$22.47
Grade 4	\$18.56	\$19.69	\$20.89	\$22.93	\$23.68
Grade 5	\$19.51	\$20.71	\$21.97	\$24.12	\$24.92
Grade 6	\$20.49	\$21.74	\$23.07	\$25.32	\$26.16
Grade 7	\$21.52	\$22.83	\$24.21	\$26.60	\$27.48
Grade 8	\$22.57	\$23.94	\$25.41	\$27.90	\$28.81

Effective April 30, 2016

2016-2017	e	f	g	h	i
Grade 1	\$16.37	\$17.36	\$18.42	\$20.24	\$20.90
Grade 2	\$17.22	\$18.28	\$19.38	\$21.29	\$21.99
Grade 3	\$18.13	\$19.24	\$20.41	\$22.40	\$23.14
Grade 4	\$19.11	\$20.28	\$21.52	\$23.61	\$24.39
Grade 5	\$20.10	\$21.33	\$22.63	\$24.85	\$25.67
Grade 6	\$21.10	\$22.39	\$23.77	\$26.08	\$26.95
Grade 7	\$22.16	\$23.52	\$24.94	\$27.39	\$28.30
Grade 8	\$23.24	\$24.66	\$26.17	\$28.74	\$29.68

Section 44.4 As of April 30, 2011 the Surveying Technician, (Payroll Number 893), who was has been performing GIS duties for a number of years, shall be reassigned to Grade 7, Step I. This step/grade placement applies only to this specific employee, as long as he continues to perform the GIS duties. Future hires into the classification of Surveying Technician shall be paid in accordance with the pay steps provided in Pay Grade 6, as agreed upon and established in the collective bargaining agreement.

Section 44.5 As of April 30, 2011, the incumbent Public Works Equipment Operator (Payroll Number 140), who has been assigned to and has been fulfilling regular duties at the Oak Grove Cemetery for a number of years, shall be reassigned to Grade 6, Step I. This step/grade

assignment applies only to this employee and only so long as he continues a regular assignment at the Oak Grove Cemetery.

Section 44.6 The incumbent Sludge Recycling Coordinator (Payroll Number 263), shall remain assigned to Pay Grade 8 of this Wage Scale. However, effective upon the termination of the incumbent's employment as the Sludge Recycling Coordinator this job classification will be reassigned to Pay Grade 6 of the wage scale, for individuals who have a Class III Wastewater Treatment Certification, or Pay Grade 5, if the individual so classified does not have a Class III OEPA Wastewater Treatment Certification.

Section 44.7 Current employees as of April 29, 2014, will be placed on the schedule, effective April 30, 2014, pursuant to the Parties April 30, 2014 agreement.

Section 44.8 An employee who is reclassified into a higher pay grade as result of a promotion to a new classification shall be placed within the appropriate pay grade at a pay rate that provides a wage increase of at least six percent (6%), unless such increase would exceed the highest hourly pay rate paid to any employee currently assigned to that pay grade. In such cases the employee's wage increase would be capped at the maximum hourly pay rate currently paid to employees assigned to that pay grade.

Section 44.9 Whenever an employee requests and is granted a voluntary demotion, or whenever an employee is laid off due to lack of funds or lack of work in one classification and is entitled to a demotion to a lower classification where he/she previously held a permanent status, the pay rate of the employee shall be reduced to a pay rate within the lower grade nearest his/her current hourly rate. However, the employee's wage increase would be capped at the maximum hourly pay rate currently paid to employees assigned to that pay grade. Additionally, whenever an employee voluntarily accepts a lateral transfer to another position within the bargaining unit, (the new position is in the same pay grade as the employee is currently assigned), the employee shall continue to be assigned to the same pay grade and step and shall not experience a change to his rate of pay.

Section 44.10 An employee demoted for disciplinary reasons shall be reduced to the pay step within the lower pay grade, as he/she held in the higher classification. However, in no case shall the employee be placed higher than the established maximum rate for the lower pay grade.

Section 44.11 New employees hired from outside the bargaining unit with experience may, at the City's discretion, be placed anywhere within the new pay grade; however, in no case shall the rate assigned exceed the current maximum rate paid to employees currently assigned to that pay grade.

Section 44.12 Employees eligible for step pay adjustments will only receive step pay adjustments upon the contract anniversary dates of April 30, 2014; April 30, 2015; and April 30, 2016. No further step movement shall occur during the life of this contract.

SECTION 44.13 New employees hired to a Water Treatment Plant Operator, Wastewater Treatment Plant Operator, Sludge Recycling Coordinator, Water Distribution Equipment Operator, Water Meter Repair Worker, Water Meter Repair Supervisor, Mechanical Storekeeper Supervisor, and/or a Wastewater Collection Equipment Operator position must obtain and maintain at least a Class I OEPA water or wastewater certification, whichever is applicable to their job classification within three years after the date of hire. Failure to obtain or maintain such certification within that timeframe will result in demotion to the next lower pay grade.

Section 44.14 The first pay in January 2015, each member of the bargaining unit will receive a one-time lump sum payment of \$300, such payment to be subject to appropriate taxation and pension requirements.

## **ARTICLE 45. SHIFT AND WEEKEND DIFFERENTIAL**

Section 45.1 Employees shall receive additional compensation for shift differential in accordance with the following:

1. Employees of the Water Supply Division and the Water Pollution Control Division shall receive in addition to other compensation, the sum of 50 cents per hour for each hour worked on a regularly scheduled second shift or third shift.
2. Within the Public Works Division, the Street Sweeper Operator shall receive in addition to other compensation, the sum of 50 cents per hour for each hour worked between 11 p.m. and 7 a.m.
3. Within the Public Works Division, the employee that works as custodian in the, the Police Division shall receive in addition to other compensation, the sum of 50 cents per hour for each hour worked outside the established workday for Public Works Division personnel, which is 7:30 a.m. to 4:00 p.m.

Section 45.2 Employees of the Water Supply Division and the Water Pollution Control Division who work on Saturdays and/or Sundays shall receive in addition to other compensation, the sum of 50 cents per hour for each hour worked on a weekend. This compensation shall be in addition to the shift differential.

Section 45.3 Shift and weekend differential compensation shall be paid only for those hours which the employee actually works and will not be paid for any hours which the employee is on any form of leave.

Section 45.4 The "relief operators" at the Water Treatment Plant and Wastewater Treatment Plant will be paid an additional rate per hour as a relief differential when working relief on second shift or third shift or weekend day shift. When such relief differential is paid no shift or weekend differential will be paid. Relief incentive will not be paid when the employee has accepted overtime. The relief incentive shall be \$2.00 per hour.

Section 45.5 Shift and weekend differential and “relief incentive” compensation shall not be paid to employees who work during the above described shift or weekends as a result of their acceptance of overtime.

**ARTICLE 46. RESERVED**

**ARTICLE 47.  
LONGEVITY ALLOWANCE AND PAYMENTS FOR YEARS OF SERVICE**

Section 47.1 Each full-time, permanent City employee, having 5 full years of continuous service with the City shall be entitled to an allowance of 0.5% of his current straight time base salary and an additional 0.5% each year thereafter until a maximum of 5% in longevity allowance is reached. The longevity shall be granted in a lump sum on the first payday of December each year. All employees hired on or after June 6, 1983, shall not be entitled to the longevity allowance.

Section 47.2 Effective April 30, 2002 all full-time, permanent employees covered by this contract, who were hired as full-time, permanent employees by the City on June 6, 1983 or after, shall be granted an annual lump sum payment. The lump sum payment will be paid on the first payday in December. The amount of the lump sum payment is based on the completion of a specified number of continuous years of full-time service with the City of Bowling Green. The breakdown of the number of years of completed continuous full-time service and its corresponding lump sum payment is as follows:

<b>Continuous Full-time Years of Service with The City of Bowling Green</b>	<b>Lump Sum Payment</b>
After completing 5 years	\$500
After completing 10 years	\$1000
After completing 20 years	\$2000
After completing 30 years	\$2,500

Section 47.3 No employee will be eligible to receive both payments, which are defined in 47.1 or 47.2 above. However, if an employee’s longevity payment, as described in Section 47.2 is less than the lump sum payment that is described in Section 47.2, for the same number of years of service then that person shall receive a payment equal to the lump sum-payment described in Section 47.2. However, this does not preclude the employee from being eligible to receive longevity payments in future years, if and when their longevity payment would be greater than the lump sum payment.

Section 47.4 The lump sum payment, described in Section 47.2, is not accumulative.

Section 47.5 Payment for the last year of service will be on a pro-rata basis, and will be paid at the time of termination.

Section 47.6 The calculation of continuous service shall not include leaves of absence without pay or any other periods of time that an eligible employee does not receive pay. Therefore, payment of longevity or lump sum pay for years of service shall be on a pro-rata basis based on the actual hours an employee received compensation, and said payment will be paid on the first regular payday in December.

#### **ARTICLE 48. ACTING TIME**

Section 48.1 When the Superintendent or his designee determines it is necessary to temporarily assign an employee to perform the duties of a position above that which the employee currently holds for periods of five (5) consecutive work days or more, such employee shall be paid the pay rate of the higher classification. Acting time is only payable when the employee is working in the higher pay classification/pay grade. Training periods at a higher level shall not be computed when determining acting time.

Section 48.2 The employee so assigned must be assigned to and perform functions that are normally performed by an occupant of the higher classification in order to receive the higher compensation.

#### **ARTICLE 49. DISTRIBUTION OF CONTRACT**

Section 49.1 Within thirty (30) calendar days after the execution of this Agreement, the City shall provide an electronic copy of the Agreement to employees included within the scope of this Agreement. The electronic copy of the Agreement shall be emailed to each employee's City e-mail address. Any employee, who becomes a member of the Unit after the execution of this Agreement, shall be provided with a copy of this Agreement by the City without charge at time of employment.

#### **ARTICLE 50. SAVINGS CLAUSE**

Section 50.1 Any subject addressed in this Agreement supersedes and replaces all pertinent statutes, resolutions, rules, and regulations on that subject over which it has authority to supersede and replace. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 50.2 The parties agree that should any provision of this Agreement be found to be invalid, upon written request by either party, they will schedule a meeting within thirty (30) days at a mutually agreeable place and time to negotiate alternative language on the same subject matter.

**ARTICLE 51. INCLEMENT WEATHER**

Section 51.1 Employees shall not be required to perform routine non-emergency work under the following conditions: lightning storms and tornado warnings. In the event of lightning storms or tornado warnings, the City may require employees to perform any work associated with their jobs which can be done indoors.

Section 51.2 If it is zero degrees Fahrenheit, including wind-chill, or colder, bargaining unit employees must be given access to a vehicle for shelter and warmth for a total of ten (10) minutes after every hour worked.

Section 51.3 The work restriction provided in this Article shall not apply in cases of emergency. "Emergency" is defined as situations causing disruption of service or danger to life, health, or safety of any person.

**ARTICLE 52. CERTAIN TRAVEL TIME  
COUNTED AS HOURS WORKED**

Section 52.1 Travel between home and the work site before and after regular working hours is not counted as hours worked.

Section 52.2 Whenever an employee performs duties in another city, time spent traveling between cities shall be counted as hours worked.

Section 52.3 Whenever an employee is offered public transportation but requests permission to travel by automobile, hours of work shall be calculated on the mode of transportation requiring the least travel time.

## **ARTICLE 53. WORK DAY AND WEEK**

Section 53.1 The regular workday shall consist of 8.5 consecutive hours with a one-half (1/2) hour unpaid lunch break, and the workweek shall consist of forty (40) hours. However, with respect to all employees in the Water Supply Division and the shift operator in the Water Pollution Control Division, the regular work day shall consist of eight (8) consecutive hours with a paid one-half (1/2) hour lunch break.

Section 53.2 Within the Public Works Department, the Public Works Division shall work from 7:00 a.m. to 3:30 p.m. except for Laborers working as custodians, who shall work 8 hours per day in a shift determined by the City, and the Street Sweeper Operator, who shall work eight (8) hours per day at the direction of the City and as the weather permits; the Engineering Division and Public Works Department Secretary shall work from 8:00 a.m. to 4:30 p.m. Upon a mutual agreement between the Director and the employees, these hours may vary due to special circumstances.

Section 53.3 Within the Utilities Department, the Water Distribution and Wastewater Collection Division shall work from 7:00 a.m. to 3:30 p.m.; the Water Supply Division shall operate on the following shift schedule: 8:00 a.m. to 4:00 p.m., 4:00 p.m. to midnight, midnight to 8:00 a.m.; the shift operator within the Water Pollution Control Division shall work on the following shift schedules: 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., 11:00 p.m. to 7:00 a.m.; all other employees within the Water Pollution Control Division shall work from 7:00 a.m. to 3:30 p.m.

## **ARTICLE 54. ZIPPER CLAUSE**

Section 54.1 Any right arising under the terms of the newly negotiated agreement shall not be applicable to any situation occurring prior to the effective date of that agreement.

Section 54.2 The parties hereto recognize and agree that nothing within this Agreement shall be construed to abridge, delete, or eliminate the right and/or obligation of either to bargain collectively on matters affecting wages, hours, terms, or conditions of employment made "mandatory subjects" of bargaining pursuant to Ohio Revised Code Section 4117.11(A) (5), 4117.01 (G), 4117.03 (A), and 4117.08 (A).

## **ARTICLE 55. LIGHT DUTY**

Section 55.1 When an employee becomes physically incapacitated (due to a non-duty related injury or illness) for the performance of normal duties of his/her position as determined by the appropriate medical authority, the employee should first use accumulated but unused sick leave or other forms of accrued leave. In accordance with Article 29, "Family and Medical Leave Act of 1993," leave taken for this purpose shall count toward an eligible employee's annual entitlement to 12-weeks of Family and Medical Leave. Eligibility for Family and Medical Leave is defined in Article 29 of this contract.

Section 55.2 If the employee is unable to perform his/her normal duties as determined by a medical authority, the employee may be temporarily placed into a light duty assignment, if one is available, for a period of time not to exceed three (3) months. Depending upon the facts in each individual case, the Municipal Administrator may extend the temporary light duty opportunity for not more than three (3) additional months. Employees are required to request consideration for a light-duty work assignment themselves. In order to be considered for a light-duty assignment employees will be required to sign a medical release so that the City may contact the employee's physician(s) about the type of work duties that the employee may perform.

Section 55.3 The department head or his designee shall decide on a case-by-case basis if there are light duty work assignments available that fall within the restrictions that the employee has been placed under by his/her physician(s). The distribution of light duty assignments and/or refusal to establish a light duty assignment is solely the decision of the department head or his designee, and such decisions shall not be grievable.

Section 55.4 If no light duty assignments are available then the employees must remain off work pursuant to a release from their physician(s) that they can perform their full duties or until such time as a light duty assignment occurs which meets the physical restrictions/limitations of that employee. During this period of time the employee will have to use other accrued leave time, such as vacation, personal business, and compensatory time, in order to remain in a paid status.

Section 55.5 Light duty assignments for work-related illnesses and injuries shall take precedence over non-duty related illnesses and injuries. An employee, who is working in a light duty capacity because of a non-work related illness or injury, may be displaced from that light duty assignment if the City needs to place another employee, who has a valid work-related illness or injury, into a light duty/transitional work assignment.

Section 55.6 Prior to any employee being temporarily placed into a light duty because of an off-duty injury or illness, the employee must provide to the City both a release signed by their physician(s) that the light duty assignment meets the requirements of the physical restrictions that the doctor has placed on the employee and a specific listing of the physical restrictions under which the employee is released to work. The purpose of the physician's release and physical restrictions listing is to ascertain if the employee is physically capable of performing the duties required of the light duty position. While working in a light duty capacity the

employee must provide to the City every two weeks an updated release from their physician(s) establishing the current physical restrictions under which the employee is released to work.

Section 55.7 If at the end of light duty assignment and/or complete exhaustion of all accumulated leave time and/or Family Medical Leave the employee is still unable to perform the normal duties of his/her position, an extension of the light duty assignment will not be granted and employment with the City may be terminated.

## **ARTICLE 56. MEDICAL LEAVES OF ABSENCE WITHOUT PAY**

Section 56.1 If an employee remains sick, injured, or hospitalized, or in a state of recovery therefrom after all accrued but unused leave time and Family Medical Leave due such employee is exhausted, the employee may be granted a medical leave of absence without pay for a non-duty related personal injury or illness. Leaves of absence for medical reasons may be granted by the Municipal Administrator for a period not to exceed six (6) months depending upon the specific facts of the case. Extension beyond six (6) months will require the Mayor's personal approval.

Section 56.2 Medical leaves of absence without pay that are taken following the employee giving birth to a child may be granted for the period of time requested by the employee. However, a medical leave for this reason shall not exceed three (3) months. Furthermore, the three (3) month time period shall first include any Family Medical Leave to which the employee is eligible, whether in a paid or unpaid status, and any other paid leave to which the employee is eligible. For more information on Family Medical Leave employees should consult Administrative Instruction No. 33.

Section 56.3 Employees or their designees are responsible for submitting written, signed, and dated requests for medical leaves of absence without pay to the Municipal Administrator and/or Mayor. Barring extenuating circumstances, which will be reviewed on a case-by-case basis, such requests must be submitted prior to the start of the medical leave of absence without pay.

Section 56.4 If a medical leave of absence without pay has been granted by the Municipal Administrator, the City will pay for its portion of any medical and dental insurance premiums falling due within the thirty (30-) day period following the complete exhaustion of any time due to the employee. After the expiration of that thirty- (30-) day period, the employee may continue to be insured under the City's group medical and/or dental plan during the period of the medical leave of absence without pay provided the employee assumes responsibility for premium payments.

Section 56.5 If the employee fails to return to work after the medical leave of absence without pay has been exhausted, his/her employment may be terminated.

## **ARTICLE 57.        INOCULATIONS**

Section 57.1 Employees of the City who are exposed to increased risks of Hepatitis-B, as result of their duty requirements, may receive at City expense, appropriate inoculations for protection against this disease. This service must be approved by the Personnel Director or his/her designee based on reasonable medical evidence. This service will be performed by a physician hired by the City, by the Wood County Health Department, or by the employee's family physician, if that person is more readily available. The cost of the inoculation will be paid directly by the City to the medical care provider. Inoculations are voluntary and are provided for the protection of City employees.

Section 57.2 If an employee suffers a work-related injury, which is approved as a Workers' Compensation claim through the State of Ohio, and he/she requires either a tetanus or typhoid fever shot, and said shots are not authorized for payment through either the Bureau of Workers' Compensation or the City's insurance provider, then the City will pay for those inoculations also.

## **ARTICLE 58.        CERTIFICATION**

Section 58.1 Personnel in the Water Distribution and Wastewater Collection Division, the Water Supply Division, and the Water Pollution Control Division may request the opportunity to obtain operator certificates applicable to their positions; provided however, such requests shall not be unreasonably denied.

Section 58.2 Wastewater Collection Equipment Operators, Water Distribution Equipment Operators, the Water Distribution Supervisor, Wastewater Treatment Plant Operators, and Water Treatment Plant Operators must have applicable certificates and must meet any other job description requirements to be considered for promotion to a higher classification. A person assigned to a second or third shift shall be reassigned to first shift for that day or days of training to maintain and/or obtain water or wastewater certifications provided that such attendance does not result in overtime for either the relief operator or the individual attending training.

Meeting the aforementioned operator requirements does not entitle an operator to a higher classification. All promotion decisions are reserved to the City's discretion.

Section 58.3 Wastewater Treatment Plant Operators, Water Treatment Plant Operators, and the Sludge Recycling Coordinator (either Pay Grade 8 (incumbent, Payroll Number 263) or future hire assigned to Pay Grade 6), who receive and maintain a valid State of Ohio Class III Certification in Water Treatment or Wastewater Treatment, whichever is applicable to their job, shall receive an educational achievement pay as follows:

\$1000 per contract year

Section 58.4 Water Distribution Equipment Operators, Wastewater Collection Equipment Operators, the Water Distribution Supervisor, the Mechanical Storekeeper Supervisor, the Water Meter Repair Supervisor, the Water Meter Repair Worker, who receive and maintain a valid State of Ohio Class I or a Class II certification in Water Distribution or Wastewater Collection, whichever is applicable to their job, shall receive an educational achievement pay as follows

Class II Certification: \$750.00 per contract year  
Class I Certification: \$500.00 per contract year

Water Distribution Equipment Operators who receive and maintain a valid Ohio Class I or Class II Certification in Wastewater Collection, shall receive an additional \$250.

Wastewater Collection Equipment Operators who receive and maintain a valid Ohio Class I or Class II Certification in Water Distribution, shall receive an additional \$250.

Section 58.5 Water Treatment Plant Operators, Wastewater Treatment Plant Operators, and the Sludge Recycling Coordinator (assigned to pay grade 5 and does not have a Class III Certification) who receive and maintain a valid State of Ohio Class I or a Class II certification in Water Treatment or Wastewater Treatment, whichever is applicable to their job, shall receive an educational achievement pay as follows

Class II Certification: \$750.00 per contract year  
Class I Certification: \$500.00 per contract year

Section 58.7 Eligible Water Treatment Plant Operators, who receive and maintain a valid State of Ohio Certification of Chemical Analysis and Microbiological Analysis on potable water, shall receive an educational achievement pay of \$500 per contract year. The City reserves the right to determine which employees obtain and maintain this certification.

Section 58.8 Those employees who obtain their OEPA certification(s) after the anniversary date of the union contract, shall be paid on a per hour per pay basis, as defined in Section 58.11 below, once the City receives notification from the State of Ohio that the employee has obtained an applicable certification.

Section 58.9 New hires, who are hired into a unit position, or current employees, who transfer into a job for which they have an OEPA Water or Wastewater Certification, whichever is applicable to their new position, will receive the certification pay on a per hour/per pay basis as defined in Section 58.11 below.

Section 58.10 The previously defined certification achievement pays for contract year commencing April 30, 2014 shall be paid in a one-time lump sum payment following the City's ratification of the collective bargaining agreement.

Section 58.11 Certification achievement payment for contract years 2015 and thereafter shall be paid to eligible employees on a per hour/per pay basis as established below. These payments will commence effective April 30, 2014. Certification payments will only be made for the normal forty (40) hour workweek.

<u>Certification</u>	<u>Per Hour Rate</u>
<u>\$250</u>	<u>\$0.1202</u>
<u>\$500</u>	<u>\$0.2404</u>
<u>\$750</u>	<u>\$0.3606</u>
<u>\$1000</u>	<u>\$0.4808</u>

**ARTICLE 59. MEDICAL EXAMINATIONS**

Section 59.1 The City may require any employee returning from sick leave or injury leave to submit to a physical examination, pertaining to the injury or illness, by a doctor of the City's choosing at the City's expense, when the City reasonably believes that the employee is physically unable to perform assigned duties. In the event that the employee's physician and the doctor chosen by the City are unable to agree that the employee is capable of performing the essential functions of his/her job classification, the two (2) doctors shall select a third doctor to examine the employee. The decision of the third doctor concerning the capability of the employee to perform the essential functions of the job shall be binding on the City, the Union, and the employee.

**ARTICLE 60. ADDRESS NOTIFICATION**

Section 60.1 It shall be the responsibility of each employee to keep the City informed of his/her current address and home telephone number. The City shall rely on this address and/or home telephone number for all notice requirements set forth in this agreement.

Section 60.2 This Article does not mandate an employee to obtain telephone service.

**ARTICLE 61. EMPLOYEE BREAKS**

Section 61.1 The purpose of taking a break from the duties required of an employee is to diminish fatigue and thereby promote a safer work environment. Therefore, during normal work conditions, all employees are allowed, if work operations permit it, one 15 minute break within one (1) hour either way of the mid-point of the first four (4) hours of work and another 15 minute break within one (1) hour either way of the mid-point of the second four (4) hours of work.

Section 61.2 City employees should recognize that their work habits may be scrutinized by citizens and in light of this, good judgment must be followed when selecting the time and place of breaks. The following regulations are provided to diminish the citizens' misunderstanding of the purpose of employee breaks. This is not an inclusive list and common sense by the employees and supervisors must always be used:

1. Actual times of breaks shall be at the election of the appropriate supervisor, except that at no time will breaks be taken at the beginning of the work shift, immediately before the end of the work shift, be used to extend lunch periods, or be taken in conjunction with the second authorized break.
2. Breaks begin upon the ceasing of work duties and end after 15 minutes have elapsed. Any time traveling from the work site to another location and back to the work site shall be included in the 15 minutes.
3. Activities which could be misinterpreted by the public as misuse of paid work hours shall not be permitted during paid breaks.

#### **ARTICLE 62. DIRECT DEPOSIT OF PAYROLL**

Section 62.1 All employees must receive their paychecks by direct deposit, unless a written request for accommodation of religious beliefs is made to the Finance Director.

#### **ARTICLE 63. INTERNAL REVENUE SERVICE SECTION 125 PLAN**

Section 63.1 The City will administer an I.R.S. Section 125 Plan to allow a pre-tax deduction of the employee's share of premiums paid for medical and dental insurance or flexible spending accounts. Any administration fees assessed for participation in the medical reimbursement and/or the dependent care reimbursement programs shall be paid by the participating employees. To participate in the Section 125 plan, an employee must meet the conditions for eligibility of the insurance policy (ies) which provide the benefits, be responsible for paying all or part of the applicable premiums/contributions, and complete and file the necessary forms with the City.

#### **ARTICLE 64. REBUTTABLE PRESUMPTION**

Section 64.1 Effective April 30, 2005, the Bowling Green Employees Organization acknowledges the Rebuttable Presumption contained in Section 4123.54 of the Ohio Revised Code as it relates to post-accident drug/alcohol testing.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties have agreed hereto and have set their hands this 15<sup>th</sup> day of July, 2014.

ON BEHALF OF THE BOWLING GREEN EMPLOYEES ORGANIZATION

*Joshua Amos*  
Joshua Amos  
President

*Richard Beaverson*  
Richard Beaverson  
Negotiating Team

*M. G. Gotick, Jr.*  
Mark G. Gotick, Jr.  
Negotiating Team

*Brent Meek*  
Brent Meek  
Negotiating Team

*Clayton Baker*  
Clayton Baker  
Negotiating Team

*Michael Murray*  
Michael Murray  
Negotiating Team

*Dominic Picciuto*  
Dominic Picciuto  
Negotiating Team

*Craig Coe*  
Craig Coe  
Negotiating Team

*Roger Shape*  
Roger Shape  
Negotiating Team

*Larry Farley*  
Larry Farley  
Attorney for the Bowling Green Employees Organization

ON BEHALF OF THE CITY OF BOWLING GREEN

*John S. Fawcett*  
John S. Fawcett  
Municipal Administrator

*Barbara A. Ford*  
Barbara A. Ford  
Personnel Director

*Brian Bushong*  
Brian Bushong  
Finance Director

*Brian Craft*  
Brian Craft  
Public Works Director

*Brian O'Connell*  
Brian O'Connell  
Utilities Director



July 1, 2014

Ms. Cherie Alexander  
State Employment Relations Board  
Research & Training Section  
65 East State Street, 12th Floor  
Columbus, Ohio 43215-4213

STATE EMPLOYMENT  
RELATIONS BOARD  
2014 JUL -7 PM 3:14

**RE:** Case No. 2014-MED-02-0160 and City of Bowling Green

Dear Ms. Alexander:

You will find enclosed two copies of the recently ratified collective bargaining agreement between the City of Bowling Green and the Bowling Green Employees Organization.

This agreement is effective from April 30, 2014 through April 29, 2017.

Sincerely,

Barbara A. Ford  
Personnel Director

bf

pc: file