

Ordinance No. O-61-14

Passed SEPTEMBER 15, 2014, 20

AN ORDINANCE PROVIDING FOR THE COUNCIL OF THE CITY OF CORTLAND, OHIO TO APPROVE AND ACCEPT A NEW CONTRACT BETWEEN THE CITY OF CORTLAND AND THE OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Civil Service Employees Association has requested a new agreement between the City of Cortland and the Ohio Civil Service Employees Association; and,

WHEREAS, representatives of the Ohio Civil Service Employees Association and the City of Cortland representatives have in good faith negotiated a new agreement; and,

WHEREAS, the representatives of the Ohio Civil Service Employees Association and the City of Cortland have agreed to a new three (3) year contract.

NOW, THEREFORE:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CORTLAND, OHIO THAT THE FOLLOWING CONTRACT BE APPROVED AS THE SOLE CONTRACT BETWEEN THE PARTIES AND TO AUTHORIZE THE MAYOR TO SIGN SAME ON BEHALF OF THE CITY

ARTICLE 1. PREAMBLE/PURPOSE

This agreement made by and between the City of Cortland, hereinafter referred to as the "Employer" or "City", and the Ohio Civil Service Employees Association, AFSCME Local 11, AFL-CIO, hereinafter referred to as the "Association" or "Union", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein.

ARTICLE 2. RECOGNITION

Section 1. The Union is recognized as the sole and exclusive representative of all regular full-time employees of the City in the job classifications within the bargaining unit as set forth below:

- Equipment Operator
- Laborer
- Mechanic
- Semi-Skilled Laborer
- Utility Operator
- Assistant Superintendent of Public Service
- Superintendent of Public Service

Section 2. The parties recognize that the bargaining unit was "deemed certified" pursuant to the provisions of 4117.05 ORC and 1983 S 133, Section 4. The Union's exclusive bargaining unit includes only the job classifications listed in Section above, and the City will not recognize any other union or organization as representatives for any employees within such classifications.

ARTICLE 3. REPRESENTATION

Section 1. The right of exclusive representation of employees by the Association, previously referred to in this Agreement, establishes that the Employer will not enter into any Agreements regarding employment relations matters, as addressed in this Agreement, with any other employee organization or individual purporting to represent any employee or group of employees in the bargaining unit, and shall not engage in any type of conduct which would imply recognition of any employee organization other than the Association.

RECORD OF ORDINANCES

Ordinance No. O-61-14

Passed SEPTEMBER 15, 2014, 20

Section 2. Reference to the "Association" as representative of the employees means the organization of the Ohio Civil Service Employees Association, AFSCME, Local 11, AFL-CIO.

Section 3. For the purpose of effective contract administration, a designated member of the bargaining unit shall be permitted a reasonable amount of work time as necessary and upon notice to and approval of the Superintendent or Department Director, to address matters pertaining to this agreement as it affects other employees in the unit. The Union shall notify the Department Director and Mayor in writing of the designated representative and/or alternate.

ARTICLE 4. DUES CHECKOFF/FAIR SHARE FEE

Section 1. The Employer agrees to deduct Union membership dues in accordance with this article for all employees who execute a dues authorization card. Deductions shall commence with the first pay period in which dues are customarily deducted following completion of the employee's probationary period or receipt of the signed authorization card, whichever is later.

Section 2. Fair Share Fee. Effective July 1, 1986, and in accordance with Section 4117.09 ORC, each employee who is not a member of OCSEA and who has been employed for at least sixty (60) days shall, as a condition of employment, pay to OCSEA a fair share fee as determined by OCSEA, but which shall not exceed the amount of dues paid by regular OCSEA members and which shall be deducted by the City from the regular pay of the employee without requirement of written authorization. Fair share members have the right of appeal to those portions of Union dues that are not associated with representative activities as outlined in OCSEA practices. The fair share fee shall be certified to the City Finance Director by OCSEA.

Section 3. The Employer shall remit dues and fees deducted under this article to the Union along with an alphabetical list of names and social security numbers of all employees whose dues have been deducted. The Union shall notify the Employer in writing of the name and address to whom the dues are to be sent.

Section 4. The Employer shall be relieved from taking dues deductions or fair share fee deductions when an employee terminates his employment, transfers to a position outside of the bargaining unit, is laid off from work, is on unpaid leave of absence, for any reason fails to earn sufficient wages to make all legally required deductions in addition to the deduction of Union dues or fees, revokes his authorization, or upon termination of this agreement.

Section 5. Neither the Union nor any employee shall have a claim against the Employer for any error made in processing deductions unless a written claim of error is submitted to the Employer not more than sixty (60) calendar days after the error was made. Verified errors will be corrected by appropriate deductions from the next pay check from which dues are customarily deducted.

Section 6. The amount of dues and fair share fees to be deducted shall be certified to the Employer, in writing, by the Union. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer, or on the next pay day from which dues are customarily deducted, whichever is later.

Section 7. The Employer assumes no obligation of any kind arising out of its deduction of dues or fair share fees in accordance with this article. The Union shall indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of dues or fair share fees pursuant to this article. Once dues and fair share fees are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

ARTICLE 5. MANAGEMENT RIGHTS

Section 1. The management of the City, the control of the premises, and the direction of the working forces are vested exclusively with management. The Employer reserves all the customary rights, privileges or authority of management, except as modified by the express terms of this Agreement, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structures;

RECORD OF ORDINANCES

Ordinance No. O-61-14

Passed SEPTEMBER 15, 2014, 20

- 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 continued;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Take action necessary to carry out the mission of the public employer as a governmental unit.

The exercise of any right, power, authority, duty, or responsibility of the Employer, and the establishment of such rules, regulations, policies or procedures, as it may deem necessary, is subject only to such restrictions and regulations as are expressly specified in this Agreement.

ARTICLE 6. LABOR-MANAGEMENT MEETING

Section 1. In the interest of sound labor-management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Mayor and/or his designee(s) shall meet with not more than two (2) representatives of the Union to discuss pending problems and to promote a more harmonious labor-management relationship.

Section 2. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of the Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this agreement;
- B. Notify the Union of changes made by the Mayor which affect bargaining unit members;
- 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. Discuss ways to increase productivity and improve efficiency;
- F. To consider and discuss health and safety matters relating to employees; and
- G. To give the Union representatives the opportunity to share the view of their members and/or make recommendations or suggestions on subjects of interest to their members.

Section 3. It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 4. Employee representatives of the Union shall receive no loss of pay when attending labor-management meetings if scheduled during their regular working hours. Meetings will normally be scheduled during regular working hours, provided operational needs permit.

ARTICLE 7. RULES AND REGULATIONS

Section 1. The Union recognizes the right of the Employer to establish work rules and regulations. Work rules may be written or unwritten, and will be reasonable. The Employer

RECORD OF ORDINANCES

Ordinance No. **O-61-14**

Passed **SEPTEMBER 15, 2014**, 20__

recognizes that no work rules or regulations shall be established that are in violation of any expressed provision(s) of this agreement; additionally, all rules and regulations presently in effect may be modified or discontinued at the discretion of the Employer.

Section 2. Except in cases of emergency, the Union shall be notified of any new work rules or regulations, or any changes in current work rules or regulations, five (5) days prior to their implementation and shall have the opportunity to discuss them.

ARTICLE 8. PROBATIONARY PERIODS

Section 1. Every newly hired or promoted employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer in a permanent, bargaining unit position. The length of the probationary period shall be one hundred eighty (180) calendar days. The Mayor or designee may extend an initial or promotional probationary period for up to sixty (60) calendar days upon mutual written agreement between the City and the Union.

Section 2. A newly hired (initial) probationary employee may be terminated at any time during his initial probationary period, and any extensions thereof, and shall have no appeal over such removal.

Section 3. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall commence on the effective date of the promotion. A newly promoted employee who does not meet acceptable performance levels may be returned to his former position at any time during his promotional probationary period, and any extensions thereof, without any appeal.

Section 4. Extended absences of more than five (5) working days shall not be considered in the computation of "calendar" days for the purpose of computing the actual expiration of the probationary period, except for approved vacation leave, if any.

ARTICLE 9. DISCIPLINE

Section 1. Disciplinary action shall not be imposed upon an employee except for just cause. The Employer had the burden of proof to establish just cause.

Section 2. Progressive discipline will include the following:

- Verbal reprimand (with appropriate notation/documentation in employee's file)
- Written reprimand
- Suspension
- Demotion
- Termination

Except in instances of serious misconduct, discipline will be applied in a progressive manner. Disciplinary action shall be initiated as soon as possible consistent with the requirements of other provisions of this article.

Section 3. Disciplinary action taken may not be referred to in an employee's performance evaluation report. The event or action giving rise to the disciplinary action may be referred to in an employee's performance evaluation report without indicating the fact that disciplinary action was taken.

Section 4. Supervisory Intimidation. An Employer representative shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate, harass or coerce an employee.

Section 5. Pre-Discipline. An employee shall be entitled to the presence of a union steward at an investigatory interview upon request and if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

An employee has the right to a meeting prior to the imposition of a suspension or termination. Prior to the meeting, the employee and his/her representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. No later than at the meeting, the Employer will provide a list of witnesses to the event or act known of at that time.

RECORD OF ORDINANCES

Ordinance No. O-61-14

Passed SEPTEMBER 15, 2014, 20

and documents known of at that time used to support the possible disciplinary action. If the Employer becomes aware of additional witnesses or documents that will be relied upon in imposing discipline, they shall also be provided to the Union and the employee. The Employer representative recommending discipline shall be present at the meeting unless inappropriate if he/she is legitimately unable to attend. The City's designee shall conduct the meeting. The Union and/or the employee shall be given the opportunity to comment, refute or rebut.

Section 6. Imposition of Discipline. The Mayor shall make a final decision of the recommended disciplinary action as soon as reasonably possible but no more than ten (10) days after the conclusion of the pre-discipline meeting.

If a final decision is made to impose discipline, the employee and Union shall be notified in writing. Once the employee has received written notification of the final decision to impose discipline, the disciplinary action shall not be increased.

The Employer will not impose discipline in the presence of other employees, or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others.

Section 7. Prior Disciplinary Action. Records of verbal and/or written reprimands will cease to have any force and effect twelve (12) months after the effective date provided there has been no other discipline imposed during the twelve (12) month period.

Records of disciplinary actions, including suspension or demotion, will cease to have force and effect twenty-four (24) months after the effective date provided there has been no other discipline imposed during the twenty-four (24) month period.

Upon request of the affected employee, disciplinary actions in excess of the time limitations set forth above will be removed from the employee's personnel file, and may be retained in a separate file at the discretion of the City and in accordance with applicable law.

Section 8. Disciplinary actions of suspension, demotion, or terminations may be appealed through the grievance procedure commencing at Step 2, and may be appealed to arbitration, consistent with the provisions of Article 23, Grievance Procedure, contained herein.

Section 9. Oral reprimands and written reprimands shall be grievable through Step Two. If an oral or written reprimand becomes a factor in a disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the oral or written reprimand, provided such oral or written reprimand was originally grieved.

ARTICLE 10. COMMUNICATIONS

Section 1. There shall be established and maintained for the duration of this agreement, an OCSEA bulletin board on the service department premises. It will be available to authorized OCSEA representatives to post notices of general and business nature for OCSEA membership and other employees who may have an interest.

ARTICLE 11. PERSONNEL FILES

Section 1. Authority. It is recognized by the parties that the city may prescribe regulations for custody, use and preservation of records, papers, books, documents and property pertaining to the employee, however, every member shall be allowed to review his personnel file at any reasonable time upon request. If any member is involved in a dispute regarding which matters in his personnel file may be material, any OCSEA representative will also be granted access to the members' file at reasonable times such access is authorized, by the member.

Section 2. Inaccuracies. For the duration of the Agreement and any extensions thereof, if an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may write a memorandum to the Service Director or his representative explaining the alleged inaccuracy. If upon investigation, the Service Director or his representative sustain the allegations, he shall do one of the following;

- A. The employee's memorandum shall be attached to the material in question and filed with it, and the Service Director or his representative may note thereon his

RECORD OF ORDINANCES

Ordinance No. **O-61-14**

Passed **SEPTEMBER 15, 2014**, 20

concurrence, or

B. The Service Director or his representative shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.

Section 3. Clarification. For the duration of this agreement and any extension thereof, any new material placed in the member's file, after effective date of the agreement may be reviewed. If such material is not inaccurate but the employee feels that clarification is necessary, the employee may submit to the Service Director or his representative written clarification of the circumstances. Such memorandum shall not contain any derogatory or scurrilous remarks regarding the administration or other employees. The Service Director or his representative will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the employee's files.

ARTICLE 12. VACANCIES AND JOB POSTINGS

Section 1. Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice of such vacancy shall be posted for a period of five (5) consecutive working days. During the posting period, anyone wishing to apply for the vacant position may do so by submitting written application to the Department Director. The steward or alternate may submit an application for any bargaining unit employee on an approved leave during the posting period. Postings shall contain the job requirements as set forth in the job description/classification, the department, the normal range of work hours, the contract rate, and the date of the posting and the final application date. The Employer shall not be obligated to consider any applications submitted after the posting deadline nor any applicants who do not meet the minimum qualifications for the position.

Section 2. If the vacancy is an original appointment, the Employer shall use any established eligibility list for the classifications of the vacancy. Said eligibility list shall include the names of all persons who have successfully passed the examination. The Civil Service Commission shall provide a copy to the Employer of the complete list of persons passing the examination. Selection shall be made from the persons appearing on the eligibility list unless all such persons decline the position. If the vacancy is not an original appointment, the Employer shall fill the position in accordance with the provisions established herein. Vacancies in the entry level position of Laborer will not require Civil Service testing.

Section 3. If the position is not an original appointment, the most senior qualified bargaining unit employee will be awarded the position, unless a junior bargaining unit employee is demonstrably superior in qualifications. Qualifications shall be deemed to include education, experience, licenses/certifications, skills, and abilities.

Should a situation arise where an outside applicant is determined to be demonstrably superior in qualifications to a bargaining unit employee, the City agrees to meet with the Union prior to making a final selection, in an effort to reach consensus on the matter. If no consensus is reached, the Employer may select the outside applicant recognizing the Union's right to challenge the determination of "demonstrably superior in qualifications" through the provisions of the grievance procedure. Any such grievance will be initiated at Step 2 of the grievance procedure.

Section 4. Job movements to a lower pay range are demotions or voluntary reductions. Employee requested demotions (voluntary reductions) shall only be done with approval of the City.

Section 5. Insofar as practicable, no employee shall be directly supervised by a member of his/her immediate family (i.e. mother, father, sister, brother, or spouse). This provision shall not automatically cause any employee hired on or before July 1, 1992, to be displaced or reassigned.

ARTICLE 13. SPECIAL LEAVE

Section 1. Jury Duty. Any employee serving as a result of being subpoenaed for any court or jury duty by the United States, the State of Ohio, or any political subdivision will be paid his regular wages for each regularly scheduled work day he is so serving, less whatever compensation said employee receives as compensation for jury or court duty, excluding any travel or meal allowances. Time so served shall be deemed active and continuous for service purposes.

RECORD OF ORDINANCES

Ordinance No. **O-61-14**

Passed **SEPTEMBER 15, 2014**, 20

All leave granted pursuant to this provision shall commence on the date of appearance on the summons or subpoena, a copy of which shall be provided to the Employer.

On days when an employee is released early from his jury duty obligation, he shall report for work in order to complete his regularly assigned work hours, provided three (3) hours or more would remain in the work day, exclusive of any normal travel time.

Section 2. Military Leave. Employees who are members of the Ohio National Guard or any military reserve unit of the United States Armed Forces shall be granted military leave with pay when ordered to military training exercises not to exceed thirty-one (31) days, one hundred seventy-six (176) hours, per year. Military leave pay shall be the difference between the employees regular pay and any service pay, exclusive of any travel reimbursement.

An employee shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of any branch thereof. Such leave shall last only for the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority and if the employee requests reinstatement within ninety (90) days of his discharge from military service (or hospitalization continuing after discharge for a period of not more than one (1) year), the City shall reinstate the employee at the same classification as when he left, or to a position with like seniority, status, and pay, with full credit for prior seniority. The City may require the employee to establish that his physical and mental condition have not been impaired as to render him incompetent to perform the duties of his position. If the employee is not qualified to perform his duties of his position due to disability, he shall be placed in such other position, the duties of which he is qualified to perform, as will provide him like seniority, status, and pay, or the nearest approximation thereof, consistent with the circumstances of his case.

Section 3. Bereavement Leave. When a death occurs in the immediate family of an employee, he/she shall be granted four (4) days of bereavement leave with pay. If extenuating circumstances prevail, more time, at the discretion of the Service Director may be granted said employee.

The immediate family shall be defined as: spouse, parent, step-parent, parent-in-law, child, step-child, brother, half-brother, sister, half-sister, grand-parent, grandchild, brother-in-law, sister-in-law, aunt or uncle.

Any relationship of significant value to an employee may qualify for bereavement leave with the approval of the Service Director.

Section 4. Leave Without Pay. The City may grant temporary leave without pay for a period not to exceed sixty (60) days per calendar year upon request, in writing, of an employee, and for good cause shown. Such requests will not be unreasonably denied.

A non-probationary employee who is unable to work due to a disabling injury, illness or condition, and who has exhausted all available leave, may be granted disability leave without pay for up to one (1) year. An employee must submit a written request for a disability leave, accompanied with medical documentation establishing the need for and expected duration of the leave. Any employee granted unpaid leave as set forth herein shall be reinstated to his former classification without loss of seniority, accrued to the date leave without pay was taken, if he returns at the end of such leave and is physically and mentally competent to perform his duties as documented by a physician/licensed practitioner.

Section 5. Combined Leave. An employee who has exhausted all available sick leave, but who is otherwise entitled to sick leave, shall be entitled to take vacation time prior to taking disability leave without pay.

ARTICLE 14. SICK LEAVE

Section 1. Sick Leave. All employees in the bargaining unit shall earn sick leave at the rate of 4.6 hours, with pay, for each eighty (80) hours of service. The City shall account for the accrual of sick leave benefit by including overtime hours in its formula. Unused sick leave shall be cumulative without limit. Sick leave shall be charged to an employee on the basis of the actual time absent (in one-half (1/2) hour increments). An employee who sustains a service connected

RECORD OF ORDINANCES

Ordinance No. **O-61-14**

Passed **SEPTEMBER 15, 2014**, 20

injury shall not be required to exhaust accumulated sick leave before being entitled to apply for benefits under Worker's Compensation (subject to any requirements of state law).

An employee may use sick leave, upon approval of the responsible administrative authority, for absence from regularly scheduled hours of employment only for the following reasons:

- A. Sickness, illness, or injury of the employee;
- B. Pregnancy, childbirth, or related conditions of the employee or childbirth or related conditions of the spouse;
- C. Exposure to contagious disease which could be communicated to other persons;
- D. Sickness, illness, or injury to a member of the immediate family, where the employee's presence is reasonably necessary;
- E. Medical, dental, or optical examination of the employee where such examination cannot reasonably be scheduled outside of regular working hours. (Medical examination shall be deemed to include any licensed practitioner.)

Section 2. Each employee shall sign a leave request form, provided by the Employer, requesting and justifying the use of sick leave. Where medical attention is required and/or where an absence extends for more than three (3) work days, documentation from a physician or licensed practitioner is required, stating the nature of the illness, injury, or condition, and the date the employee is able to return to work. Falsification of either a written signed statement or medical documentation shall be grounds for disciplinary action including dismissal.

Section 3. Unused sick leave accumulated prior to the effective date of this Agreement shall be retained and taken at such time and in such manner as provided in this Agreement. Sick leave shall be used based upon the last in, first out (LIFO) method. Employees shall have the option of cashing out the sick leave they earn in the year they earn it. To do so they must:

- a. Have a sick leave balance of three hundred twenty (320) hours after any sick leave is cashed out;
- b. Give notice of the intent to cash out unused sick leave by October 31st and the employee shall be paid by separate check in January of the following year;
- c. Only cash out up to sixty (60) hours of sick leave in a given year.

Section 4. Attendance Bonus.

The following attendance bonus will be in effect during the tenure of this contract. If perfect attendance is achieved from November 1st through April 30th a bonus of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) will be earned. If perfect attendance is achieved from May 1st through October 31st a bonus of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) WILL BE EARNED. If an employee is eligible for BOTH bonuses from November 1st through October 31st he shall be entitled to an additional bonus of FIFTY DOLLARS (\$50.00). All bonuses shall be paid no later than November 15th. The use of Personal leave, provided in the article, military leave, or bereavement shall not be considered against the employee in determining his eligibility for the attendance bonus.

Section 5. Personal Leave. Up to five (5) days of sick leave per year may be used for absence for personal reasons upon approval of supervision. Employee must give a request in writing at least one (1) day before the time wanted off. In cases of emergency, where less than one (1) day's notice is feasible, an employee may request personal leave as soon as he becomes aware of the situation necessitating the leave and shall notify the supervisor or superintendent of the reason(s) involved. Personal leave requests will not be unreasonably denied.

Section 6. Accrued Sick Leave. Sick leave earned but unused during any period shall accumulate from year to year, and upon separation from the department due to retirement or disability retirement, said employee or next of kin shall be entitled to one hundred percent (100%)

RECORD OF ORDINANCES

Ordinance No. O-61-14

Passed SEPTEMBER 15, 2014, 20

of the accumulated but unused sick leave in pay up to a maximum of four hundred eighty (480) hours.

Any full-time employee with ten (10) or more years of service who leaves the service of the City for any other reason, exclusive of discharge or termination for cause, shall be entitled to payment for fifty percent (50%) of accumulated but unused sick leave, not to exceed a maximum of one hundred eighty (180) hours.

This section applies only to sick leave that was earned from employment with the City of Cortland.

ARTICLE 15. SERVICE CONNECTED DISABILITY

Section 1. In the event of a service connected injury while in the active discharge of duty, and for which the employee shall be entitled to temporary total disability payments from Workers' Compensation Bureau, the employee shall receive his full pay for a period not to exceed one (1) year from the date of injury. During this time any payments in the form of weekly benefits shall be turned over to the city, however, the employee or his beneficiary shall be entitled to all partial and/or permanent awards other than the weekly benefits a provided above.

Section 2. Any time an employee is required to be absent from work, due to the work incurred injury, such time shall not be deducted from his accumulated sick time for a period not to exceed one (1) year from the date of injury.

Whenever an employee is required to stop working because of a service connected injury or disability, he/she shall be paid for the remaining hours of that work day and such time shall not be charged against leave of any kind.

If an employee on injury leave is capable of performing light duties the City may reasonably request that employee to return from injury leave and perform such light duties.

ARTICLE 16. MEDICAL EXAMINATIONS

Section 1. The Employer may require a medical/psychological examination to determine an employee's continued fitness to perform the essential functions of his position or to determine fitness for reinstatement from a medical related leave of absence. The Employer shall select three (3) licensed medical providers (provided three (3) are available) and the affected employee shall then select one (1) practitioner to conduct the examination. If the employee declines to select, the Employer shall make the selection. The costs for any such required examination shall be borne by the Employer. In the event the employee disagrees with the findings of the selected practitioner, and such, disagreement is substantiated by medical documentation from the employee's personal physician/licensed practitioner, said employee may make a written request for a re-evaluation. If such a request is made, the Mayor will contact the employee's physician, and they will mutually agree on a third party (licensed physician/practitioner) to conduct another evaluation. The determination of the third party shall be binding and the costs of the examination shall be paid by the Employer.

Section 2. Any employee determined unable to perform the essential functions of his position in accordance with the provisions above, may request a voluntary reduction to any vacant position/classification which is available, provided such employee can perform the essential functions of the position. If a voluntary reduction is not requested or is not feasible, the employee will be placed on disability leave.

ARTICLE 17. PAID HOLIDAYS

Section 1. Designated paid holidays for full-time employees in the bargaining unit are as follows:

New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day

RECORD OF ORDINANCES

Ordinance No. **O-61-14**

Passed **SEPTEMBER 15, 2014**, 20

Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Section 2. Additionally, each employee is entitled to one (1) floating holiday per calendar year. The floating holiday may be taken at the request of the employee with three (3) days advance notice to and approval of the Service Director. Notice of approval/denial shall be given no later than the work day following the day of the request.

Section 3. Employees shall be entitled a birthday holiday. The birthday holiday must be taken within the pay period that their birthday falls, upon advance approval of the Service Director.

Section 4. If any of the holidays in Section 1 fall on a Sunday, the following Monday shall be granted as a non work day. If any of the holidays in Section 1 fall on a Saturday, the preceding Friday shall be granted as a non work day.

No employee may be granted any other day as a holiday in lieu of any of the Section 1 holidays.

ARTICLE 18. VACATION

Section 1. Full-time bargaining unit employees are entitled to vacation with pay based upon length of continuous service with the City as follows:

| <u>Length of Service</u> | <u>Vacation</u> |
|---------------------------------|------------------------|
| One (1) through five (5) years | 80 hours |
| After five (5) years | 120 hours |
| After six (6) years | 128 hours |
| After seven (7) years | 136 hours |
| After eight (8) years | 144 hours |
| After nine (9) years | 152 hours |
| After ten (10) years | 160 hours |
| After fourteen (14) years | 180 hours |
| After seventeen (17) years | 200 hours |
| After twenty-one (21) years | 204 hours |
| After twenty-two (22) years | 208 hours |
| After twenty-three (23) years | 212 hours |
| After twenty-four (24) years | 216 hours |
| After twenty-five (25) years | 220 hours |

Section 2. After completion of one full year of continuous service to the City the employee shall be awarded vacation on their anniversary date and from then on earned vacation shall be awarded January 1st of each calendar year according to the schedule on Section 1 above.

Section 3. Preference requests for vacation leave during any calendar year must be submitted not later than March 1st in order to be considered. All other vacation requests for more than one (1) day must be submitted at least fourteen (14) days in advance of the date(s) being requested. The Employer, based upon operational needs and staffing requirements, shall determine the number of employees who may be approved for vacation, and other leaves or time off, at any one time. Thereafter, preference requests for vacation will be considered on the basis of seniority up to the number of requests determined to be feasible. Vacation leave requests submitted after March 1st will be considered on a first come, first served basis, up to a number determined to be feasible, and seniority will only be considered in those cases where two (2) or more requests for the same time period are received on the same day. The Employer will notify the affected employee(s) of approval or denial of vacation requests within five (5) days of the March 1st deadline, or the date of the request, whichever is applicable. Once a request is approved, it will not be canceled without the mutual consent of the affected employee and the Employer.

Section 4. Vacation leave should normally be taken during the year following the completion of the required years of service. However, employees may accumulate and carry over up to a maximum of three (3) years of vacation accrual. Vacation leave in excess of three (3) years of accrual shall not be credited to an employee's vacation leave balance. Employees may cash out vacation time in the year earned, rather than taking the time off work. Requests for vacation cash

RECORD OF ORDINANCES

Ordinance No. **O-61-14**

Passed **SEPTEMBER 15, 2014**, 20

out must be made to the Finance Director's office by October 31st and shall be paid by separate check on or before December 15th.

Section 5. The minimum number of hours of vacation which may be requested for any one work day is one (1) hour. The maximum amount of vacation which may be requested at any one time shall be twenty (20) working days. However, where special or extenuating circumstances exist, vacation in excess of twenty (20) working days may be approved by the Service Director, at his discretion.

Section 6. Employees with one (1) or more years of service are entitled to payment for any accumulated and unused vacation at the time of separation. In the case of death of an employee, any vacation entitlement shall be paid to the deceased employee's spouse or estate, as applicable.

ARTICLE 19. HOURS OF WORK/OVERTIME

Section 1. This article is intended to define the normal range of work hours for regular full-time employees. Nothing contained herein shall be construed as preventing the Employer from establishing work schedules.

Section 2. The normal work week for regular full-time employees shall consist of five (5) consecutive days, Monday through Friday, and forty (40) hours of work per week exclusive of the time allotted for meal period. All full-time employees shall be allowed and scheduled at least one-half (1/2) hour for an uninterrupted, unpaid meal period. The normal work day shall start at 7:00 a.m. and end at 3:30 p.m. In the event it is necessary to change the starting and/or quitting times or schedule, the Employer shall first meet with the Union to discuss said changes and the reasons therefore.

Temporary changes in starting and quitting times may be made by the Employer to meet operational needs; however, there shall be no split shifts (non-consecutive work hours in the same work day) as a result of said change. Additionally, schedule changes shall not be made solely for the purpose of avoiding overtime, absent reasons of economy, in which case the Union shall be notified of such reasons prior to implementation of the schedule change.

Section 3. All bargaining unit employees shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) hours of work in one (1) work week or eight (8) hours in one (1) work day.

Section 4. All bargaining unit employees shall receive double (2X) their regular rate of pay for all unscheduled hours worked during any holiday as defined in Article 17 Section 1 and as per Section 7 of this Article.

Section 5. All bargaining unit employees may elect to accrue a maximum of eighty (80) hours of compensatory time off in lieu of overtime pay at the rate of 1.5 hours for each hour of overtime worked. Compensatory time may be taken at a time mutually convenient to the employee and the Service Director within 180 days after such overtime is worked. If compensatory time cannot be taken within the time specified above, such accumulated time will be paid to the employee at the employee's regular rate of pay (as defined in Section 10 of Article 25) at the time of payment. When an employee is promoted or reclassified to a position which is ineligible for compensatory time or employment is terminated, all compensatory time accrued will be paid at the employee's regular rate of pay at the time of payment.

Section 6. Full-time employees required to work the "weekend shift", to conduct water analysis, shall receive four (4) hours of overtime pay for each day worked. The work or "weekend shift" will rotate among bargaining unit employees who are certified to perform water analysis.

Full-time employees not participating in the "weekend shift" will have the opportunity to rotate on a schedule to clean City Hall. The cleaning will be completed between 9:00 p.m. Friday to 7:00 am Monday unless otherwise directed. They shall receive time and one-half (1 1/2) their regular rate of pay for four (4) hours. Duties will be assigned by the Service Director or his duly authorized representative.

Section 7. Call-In-Pay. Any employee who is called in to work at a time which is more than two (2) hours prior to his regularly scheduled work hours shall receive a minimum of four (4) hours pay or four (4) hours work at the overtime rate of pay. Any employee who is called in to

RECORD OF ORDINANCES

Ordinance No. **O-61-14**

Passed **SEPTEMBER 15, 2014**, 20

work at a time which is less than two (2) hours prior to his/her regularly scheduled work hours shall receive a minimum of two (2) hours of work or two (2) hours of pay at the overtime rate of pay. This provision shall not apply to any schedule changes or scheduled overtime.

Unworked minimum call-out hours shall not be utilized for purposes of computing overtime compensation; however, an employee shall be compensated at the highest of either the actual hours worked or minimum call-out hours.

Section 8. Premium or overtime compensation shall not be paid more than once for the same hours worked.

Section 9. Overtime Canvass and Roster. Employees shall be canvassed quarterly as to whether they would like to be called for overtime opportunities. Employees who wish to be called for overtime outside of their regular hours shall have a residence telephone and shall provide their phone number to their supervisor. Insofar as practical, overtime shall be distributed equally on a rotating basis by seniority among those who normally perform the work. The supervisor shall determine the need for overtime and employees necessary to perform such work. The overtime policy shall not apply to overtime work which is specific to a particular employee's work load or specialized work assignment, or when the incumbent is required to finish a work assignment.

The City agrees to post and maintain overtime rosters which shall be provided to the steward, within a reasonable time, if so requested.

An employee who is offered, but refuses an overtime assignment, shall be credited on the roster with the amount of overtime refused.

An employee who agrees to work overtime and then fails to report for said overtime shall be credited with double the amount of overtime accepted unless extenuating circumstances arose which prevented his/her from reporting. In such cases, the employee will be credited as if he/she had refused the overtime.

The City reserves the right to mandate overtime in an emergency situation that involves Public Safety. An emergency as it applies to this article must be declared by the Mayor or his/her representative. The City recognizes an employee's right of refusal based on legal competency.

ARTICLE 20. CLOTHING ALLOWANCE

Section 1. The City shall provide each service department employee the following items of clothing for use in work on city projects requiring same. Protective clothing shall remain stored in lockers provided by the City when not in use. All clothing items will be replaced at City discretion and expense.

Protective Clothing

1. Rain suit, including jacket and pants;
2. Rubber boots;
3. Reflective vest;
4. Gloves;
5. Hard hat;
6. Coveralls;

The City shall pay One Thousand Dollars (\$1,000.00) per year to employees for work shoes and other uniform clothing. Specifications for color, City identification and style of pants and shorts to be agreed upon by the Service Director and Service Department Personnel.

This clothing allowance shall be payable in January 2015; in January 2016; and in January 2017.

ARTICLE 21. SENIORITY

Section 1. Seniority shall be the total length of continuous service in a permanent full-time bargaining unit position or succession of positions within the employment of the City dating back to the last date of hire.

RECORD OF ORDINANCES

Ordinance No. **O-61-14**

Passed **SEPTEMBER 15, 2014**, 20

Continuous service and seniority will be broken or interrupted when any of the following occur. An employee:

- A. resigns or retires;
- B. is discharged for just cause;
- C. is absent without leave or report for three (3) consecutive work days;
- D. is laid off for a period of more than eighteen (18) months;
- E. fails to report to work within five (5) calendar days of notice of recall from layoff;
- F. fails to timely return from an approved leave of absence.

ARTICLE 22. LAYOFF AND RECALL

Section 1. The Employer shall determine whether a lack of funds or lack of work exists, or whether a job abolishment is necessary. A lack of funds means there is a current or projected deficiency of funding to maintain current, or to sustain projected, levels of staffing and/or operations. A lack of work means there is a current or projected temporary (less than one (1) year) decrease in the workload or operations. Job abolishment means the permanent (or intended to be permanent, i.e., more than one (1) year) deletion of position(s) from the organization or structure.

Section 2. Whenever the Employer determines that a layoff (reduction in force) is necessary within the bargaining unit, due to lack of work, lack of funds, job abolishment, or reorganization for reasons of economy or efficiency, the Employer shall notify the Union in writing of the reasons for the layoff at least fifteen (15) calendar days prior to the effective date of the layoff. Upon written request of the Union, the parties will meet to discuss the impact of the layoff on bargaining unit employees. Affected employees will be notified of their layoff, in writing, at least ten (10) calendar days prior to the effective date.

Section 3.

- A. The Employer shall determine the classifications, employment status, and number of employees to be affected by any layoff. Within each classification layoff shall occur by inverse order of seniority.
- B. Temporary and/or part-time employees in the affected classifications(s) will be laid off prior to full-time bargaining unit employees. However, should the Employer determine it appropriate to retain a part-time position in a bargaining unit classification, affected full-time bargaining unit employees shall have the option to bump into such part-time position or take the layoff. The Employer agrees not to challenge an affected employee's claim for unemployment compensation in any case where he opts for layoff rather than part-time employment. This provision shall not be construed to afford the Employer the unilateral right to reduce incumbent full-time bargaining unit positions to part-time positions during the process of layoff (RIF).

Section 4. Any employee receiving notice of layoff shall have five (5) working days, excluding holidays, following receipt of notice in which to exercise his right to displace ("bump") a less senior employee in a lower classification within the bargaining unit. The more senior employee must be presently qualified to perform the full duties and responsibilities of the lower classification without further training, as determined by the Employer. Lower classification shall mean a classification with a lower base rate of pay. Less senior employee shall mean the least senior employee in the affected classification. No employee shall displace another employee for whose position or classification there exists special minimum qualifications or bona fide occupational qualifications(s), unless the employee desiring to displace the other employee possesses the requisite minimum qualifications for the position.

RECORD OF ORDINANCES

Ordinance No. **O-61-14**

Passed **SEPTEMBER 15, 2014**, 20

Section 5. Employees who are laid off will be placed on a recall list for a period of eighteen (18) months from the effective date of the layoff. Recall from layoff will be made in reverse order of layoff; that is, the last employee placed on layoff from a classification will be the first to be recalled. Employees shall be given ten (10) calendar days advance notice of recall and such notice shall be sent by certified mail to the employee's last address on record. Employees shall have five (5) calendar days to accept or reject the Employer's offer of recall. Employees declining recall or failing to report to work on the effective date of the recall shall lose all seniority and rights of recall. The Employer agrees not to hire or promote anyone into any classification for which a recall list exists, until such time as all affected employees have been recalled or have declined recall.

Section 6. In the event an employee is laid off, he may request payment for any earned but unused vacation time. Requested vacation payment will be made as quickly as practicable, but not later than fourteen (14) calendar days following the effective date of layoff.

ARTICLE 23. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a difference or dispute between the Employer and the Union and/or bargaining unit employee regarding the application, meaning, or interpretation of a provision(s) of this agreement. The time limitations for the grievance procedure provided herein may not be extended, unless mutually agreed to by both parties. A grievance not resolved within any step by failure of the employee to meet the prescribed time limits shall be considered withdrawn and settled based upon the Employer's last answer. A grievance not resolved within any step by failure of the City to meet the prescribed time limits shall be deemed to have been answered in the negative and automatically appealed to the next step. The Union shall then have seven (7) calendar days from the date the response was due to submit written notification to the Mayor of a request for a Step 2 meeting, or fifteen (15) working days to submit a notice of intent to arbitrate, as may be applicable. All grievances shall be processed in the following manner:

Step 1. The aggrieved employee shall present the grievance in writing, on a form mutually agreed upon by OCSEA and the City furnished by the City. The statement of the grievance shall set forth the facts involved, the approximate time of their occurrence and/or when the employee first had knowledge of the occurrence, the relief requested and shall be signed and dated by the employee. Grievances shall be submitted to the Service Director within seven (7) calendar days after the employee knew or should have reasonably known of the event. The Service Director shall give the answer in writing to the employee and OCSEA within seven (7) calendar days after receiving the grievance.

Step 2. If the grievance is not adjusted in Step 1, the employee may appeal the grievance in writing to the Mayor within seven (7) calendar days after receiving the Service Director's answer in Step 1. The parties shall meet at a mutually convenient time, but at least within seven (7) calendar days after the employee has appealed the grievance. The Mayor shall give the answer in writing to the employee and OCSEA within seven (7) calendar days after the grievance meeting has been held.

Step 3. If the grievance is not adjusted in Step 2, the union may appeal the grievance in the following manner:

The steward shall notify the Mayor and the Union within fifteen (15) working days of the receipt of the Step 2 answer of his desire to seek arbitration. The determination of whether to seek arbitration rests with the Union. Only disputes involving the interpretation, application, or alleged violation of the express provision(s) of this agreement shall be subject to arbitration. Within fifteen (15) days of such notification, the parties shall meet or confer to select an arbitrator pursuant to the voluntary labor arbitration rules of the American Arbitration Association. Any question of arbitrability shall be determined by an arbitrator. The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this agreement, nor shall he/she impose on either party a limitation or obligation not specifically required by the expressed language of this agreement. Costs of the arbitration shall be borne by the losing party. In the case of a split decision, the costs shall be borne equally by the parties. However, where a question of arbitrability arises, if the arbitrator decides the grievance is non-arbitrable, or decides it is arbitrable but decides against the Union on the merits, the Union shall be considered the losing party. The decision of the arbitrator shall be in writing and shall be final and binding on the parties in matters of contract interpretation and discipline only.

RECORD OF ORDINANCES

Ordinance No. O-61-14

Passed SEPTEMBER 15, 2014, 20

Either party to this agreement shall be permitted to call witnesses and present any relevant evidence at any step of the grievance procedure. No limit shall be placed on the number of witnesses. There may be one (1) OCSEA representatives present at each step of the procedure. Additionally, one (1) non-employee OCSEA representative may attend Step 2, and additional non-employee representatives may attend Step 3 as deemed appropriate. Where an employee elects to represent himself in any grievance matter, the Union shall have an opportunity to be present at any grievance adjustment without intervention. If an employee(s) chooses to represent himself/herself, no adjustment to the grievance shall be in violation of the express provisions of this agreement. The employee may present his grievance on City time, but the use of City time for this purpose shall not be excessive and shall be at the discretion of the City. When a group of employees desires to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group may process the grievance as the designated representative of the group.

ARTICLE 24. HEALTH PLAN/INSURANCE

Section 1. The City agrees to make available a group health insurance plan in the form of a Health Savings Account, including a prescription drug program and a vision and dental program, to all full-time bargaining unit employees-at the same or comparable benefit levels as in effect on 9-1-07. (Appendix A) The employee may elect single or family (dependent) coverage. The parties agree to meet whenever necessary and through the labor-management meeting provisions contained herein to discuss cost reduction and cost containment alternatives.

Section 2. Payment of the health insurance premium shall be as follows:

A. Effective September 1, 2014, Employee shall pay twelve and one-half percent (12.5%) of the premium amount or monthly cap amount stated herein, whichever is less:

HSA Single \$45 Family \$95

B. Effective September 1, 2015, Employee shall pay fifteen percent (15%) of the premium amount or monthly cap amount stated herein, whichever is less:

HSA Single \$50 Family \$115

C. Effective September 1, 2016, Employee shall pay fifteen percent (15%) of the premium amount or monthly cap amount stated herein, whichever is less:

HSA Single \$60 Family \$140

- 1. City will pay the remaining premium for all coverage options.
- 2. City will fund the HSA Account Deductibles in the amount of \$2,500 for single coverage and \$5,000 for family coverage in each year of this collective bargaining agreement.
- 3. The parties agree to continue discussion about formation and function of the Health Care Committee.

Section 3. The City, at its sole cost and expense, shall provide each full-time employee with group life insurance coverage in the fact amount shown below.

| | |
|---|----------|
| Employee..... | \$30,000 |
| Spouse..... | \$ 5,000 |
| Each dependent Child under 18..... | \$ 2,000 |
| (Insurance limited to \$100 for dependents age 15 days to 6 months) | |

Section 4. Opt Out – In the event the employee chooses to opt out of the City’s health plan, he may do so only on the policy anniversary date. Every employee who chooses to opt out of the City’s health plan shall provide proof of insurance from another source and shall receive \$200 per month payable either monthly or annually in the pay period that includes the policy anniversary date.

ARTICLE 25. WAGES

RECORD OF ORDINANCES

Ordinance No. **O-61-14**

Passed **SEPTEMBER 15, 2014**, 20

Section 1. Effective June 30, 2011 the City of Cortland agrees to pay 100% of the employee's statutorily required contribution to the Ohio Public Employee Retirement System. In the event the City, by virtue of amendments to Ohio's Retirement System, is prohibited from picking up the employee's contribution to the Retirement System, the City agrees to increase the employee's hourly wage by the amount of the ten percent (10%) pick up for which the City has been responsible.

Section 2. Effective October 1, 2014 the contract rate of pay for bargaining unit employees will increase by forty cents (\$.40) per hour as set forth herein:

| Classifications | Probationary Rate | End Probation Rate |
|--------------------------|----------------------|-----------------------|
| Equipment Operator | \$19.36 | \$19.95 |
| Laborer | \$16.48 | \$16.77 |
| Mechanic | \$20.83 | \$21.55 |
| Semi-Skilled Laborer | \$17.06 | \$18.79 |
| Utility Operator | \$19.95 | \$20.61 |
| Superintendent | \$22.37 | \$23.10 |
| Assistant Superintendent | \$21.39 | \$22.22 |

Section 3. Effective October 1, 2015 the contract rate of pay for bargaining unit employees will increase by forty-one cents (\$.41) per hour as set forth herein:

| Classifications | Probationary Rate | End Probation Rate |
|--------------------------|----------------------|-----------------------|
| Equipment Operator | \$19.77 | \$20.36 |
| Laborer | \$16.89 | \$17.18 |
| Mechanic | \$21.24 | \$21.96 |
| Semi-Skilled Laborer | \$17.47 | \$19.20 |
| Utility Operator | \$20.36 | \$21.02 |
| Superintendent | \$22.78 | \$23.51 |
| Assistant Superintendent | \$21.80 | \$22.63 |

Section 4. Effective October 1, 2016 the contract rate of pay for bargaining unit employees will increase by forty-two cents (\$.42) per hour as set forth herein:

| Classifications | Probationary Rate | End Probation Rate |
|--------------------------|----------------------|-----------------------|
| Equipment Operator | \$20.19 | \$20.78 |
| Laborer | \$17.31 | \$17.60 |
| Mechanic | \$21.66 | \$22.38 |
| Semi-Skilled Laborer | \$17.89 | \$19.62 |
| Utility Operator | \$20.78 | \$21.44 |
| Superintendent | \$23.20 | \$23.93 |
| Assistant Superintendent | \$22.22 | \$23.05 |

Section 5. The City agrees to pay a Hazardous Duty Bonus to each of its non-probationary employees in the Service Department at 1.5% of the employee's regular rate of pay as defined in Article 25, Section 10 of this contract on the first full pay in January of each year of this contract.

Section 6. Longevity. After three (3) years of service, each full-time employee shall be paid, effective with the anniversary date of employment, an additional amount, as follows:

- After three (3) yearsthree percent (3%)
- After seven (7) years.....five percent (5%)
- After fourteen (14) years.....eight percent (8%)
- After twenty (20) years.....ten percent (10%)

Section 7. Shift Differential. Any employee whose majority of regular working hours fall between the hours of 3:00 p.m. and 11:00 p.m. shall be entitled to a shift differential of twenty cents (\$.20) per hour for regularly scheduled hours worked. Any employee whose majority of regular working hours fall between the hours of 11:00 p.m. and 7:00 a.m. shall be entitled to a shift differential of twenty-five cents (\$.25) per hour for regularly scheduled hours worked.

RECORD OF ORDINANCES

Ordinance No. O-61-14

Passed SEPTEMBER 15, 2014, 20

Section 8. Licenses. Any employee holding a Class I water license will receive twenty five cents (\$0.25) more per hour than the employee's base rate as defined in this article. Any employee holding a Class II water license will receive sixty one cents (\$0.61) more per hour than the employee's base rate as defined in this article. Any employee holding a Class III water license will receive one dollar and sixteen cents (\$1.16) more per hour than the employee's base rate as defined in this article.

Section 9. Operator-In-Charge. The Superintendent of Public Service shall be the Operator in Charge of the water system. In order to better address the demands of managing the Service Department, the Superintendent may assign the duties of Operator in Charge to a qualified utility operator. The duties of the Operator in Charge are assigned by making a formal written request to the Service Director, subject to approval by the Service Director.

The qualified utility operator shall possess the current license as required by Ohio EPA and have backflow prevention certification. When functioning as Operator in Charge the utility operator shall be paid an additional seventy-five cents (\$.75) during the probationary period, with an increase to one dollar (\$1.00) at the completion of the probationary period.

Section 10. For the purpose of definition, the term "regular rate of pay" when used in any section of this contract will be the contract rate (as defined within this article), plus longevity, plus licenses, plus shift differential, plus operator in charge.

Section 11. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 26. SAVINGS

Section 1. Should any part of this agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the agreement will not be affected thereby but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and the Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) days.

ARTICLE 27. BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code, Chapter 124, nor any local city ordinances pertaining to wages, hours, terms and other conditions of employment, where such matter has been addressed by this agreement, shall apply to employees in the bargaining unit. To the extent that any City ordinance(s) in effect as of 7-1-92 provides a benefit where such matter is not addressed by a provision of this agreement or reserved to management pursuant to the provisions of 4117.08 and 4117.10 ORC and Article 5, Management Rights, herein, such benefits shall continue to be determined by those City ordinances subject only to amendment, modification, or deletion by legislative action. It is expressly understood that the Ohio Department of Administrative Services and the City of Cortland Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this agreement.

Section 2. Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of Cortland Civil Service Commission), the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 O.R.C. Furthermore, Section 124.57 O.R.C. shall continue to apply to bargaining unit employees.

ARTICLE 28. SCOPE OF AGREEMENT

Section 1. This agreement is the total agreement between the City and the Union, and all previous agreements are hereby invalidated. Likewise, after the effective date of this agreement,

RECORD OF ORDINANCES

Ordinance No. O-61-14

Passed SEPTEMBER 15, 2014, 20

all past practices may not be considered as binding authority in any proceeding arising under this agreement.

ARTICLE 29. PERIOD OF AGREEMENT

Section 1. This agreement shall continue in force and effect for three (3) years from its effective date of October 1, 2014, through September 30, 2017, and shall constitute the entire agreement between the City and the Union. All rights and duties of both parties are specifically expressed in this Agreement.

This agreement concludes the collective bargaining for its term, subject only to a desire by both parties to agree mutually to amend or supplement it at any time.

ARTICLE 30. DRUG FREE WORKPLACE

Section 1. It is the intent and obligation of the City to provide a drug free work environment. This policy has been developed in recognition of and in response to the rights of each individual as well as our responsibility to assist in the elimination of the national problem; particularly when the problem concerns our employees. The City Drug Free workplace policy is included as a part of this agreement in Appendix B and will only be modified as required by law or as approved by the City and Union.

ARTICLE 31.

Section 1. This Ordinance having the procedural rules suspended shall take effect immediately to ensure compliance with Ohio State Employment Relations Board regulations on Fact Finding and as being in the best interest of the public health and safety and welfare of the residents of the City of Cortland, Ohio.

PASSED IN COUNCIL THIS 15th DAY OF SEPTEMBER, 2014

ATTEST:

Rhonda Ann
CLERK OF COUNCIL

[Signature]
PRESIDENT OF COUNCIL

FILED W/ MAYOR 9-15-14
DATE

[Signature]
MAYOR

DATE APPROVED 9-16-14

ROLL CALL

EMERGENCY

Edwards, aye
Linville, aye
Petrosky, aye
Piros, aye
Rowley, aye
Tackett, aye
Woofter, aye

ORDINANCE

Edwards, aye
Linville, aye
Petrosky, aye
Piros, aye
Rowley, aye
Tackett, aye
Woofter, aye

OFFICIAL SEAL

RECORD OF ORDINANCES

Ordinance No. O-61-14

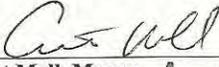
Passed SEPTEMBER 15, 2014, 20

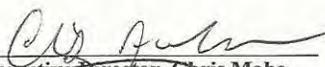
SIGNATURE PAGE

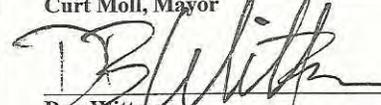
IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this 15th day of September, 2014.

FOR THE CITY OF CORTLAND

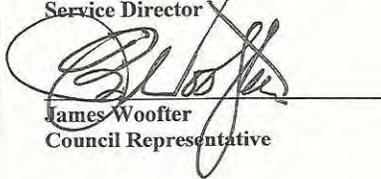
FOR THE UNION

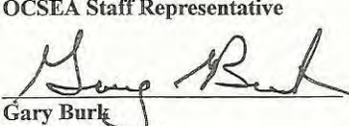

Curt Moll, Mayor


Executive Director, Chris Mabe


Don Wittman
Service Director

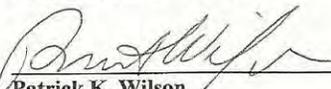

Dennis Falcione
OCSEA Staff Representative


James Woofter
Council Representative


Gary Burk
Negotiating Team


Chris Guesman
Negotiating Team

Approved As To Form:


Patrick K. Wilson
Cortland Law Director