



7 Final Agreement Between the City of Powell – Public Services and AFSCME AFL-CIO, Ohio Council 8

10-27-14
14-MED-05-0793
3171-02
K31283

AGREEMENT BETWEEN

THE

CITY OF POWELL—PUBLIC SERVICES DEPARTMENT

AND THE

AFSCME, AFL-CIO, OHIO COUNCIL 8

EFFECTIVE

OCTOBER 16, 2014 THROUGH OCTOBER 15, 2017

SERB Case No.

TABLE OF CONTENTS

	PAGE NO
ARTICLE 1 PREAMBLE & RECOGNITION	1
ARTICLE 2 NO STRIKE	1
ARTICLE 3 CONTRACT CONSTRUCTION.....	2
ARTICLE 4 LABOR RELATIONS MEETING	3
ARTICLE 5 DUES DEDUCTION	3
ARTICLE 6 UNION REPRESENTATION\BULLETIN BOARDS	6
ARTICLE 7 MANAGEMENT RIGHTS.....	6
ARTICLE 8 WORK RULES	8
ARTICLE 9 SENIORITY	8
ARTICLE 10 FILLING OF POSITIONS.....	9
ARTICLE 11 GRIEVANCE PROCEDURE.....	10
ARTICLE 12 DISCIPLINE PROCEDURES AND PERSONNEL RECORDS	13
ARTICLE 13 HOURS OF WORK AND OVERTIME.....	14
ARTICLE 14 LAYOFF AND RECALL	15
ARTICLE 15 SICK LEAVE.....	16
ARTICLE 16 PROBATIONARY PERIOD	18
ARTICLE 17 EXAMINATIONS	18
ARTICLE 18 HOLIDAYS.....	19
ARTICLE 19 VACATION LEAVE.....	19
ARTICLE 20 LEAVES OF ABSENCE/MILITARY LEAVE.....	20
ARTICLE 21 WAIVER IN CASE OF EMERGENCY.....	21
ARTICLE 22 HEALTH INSURANCE	22
ARTICLE 23 WAGES.....	22
ARTICLE 24 SNOW REMOVAL	24
ARTICLE 25 DURATION, ENTIRE AGREEMENT, SUBSEQUENT NEGOTIATIONS, AND WAIVER	25
EXECUTION	26

ARTICLE 3 CONTRACT CONSTRUCTION

Section 3.1 Purpose for Negotiations The Employer and the Union agree that negotiations for this Agreement had, as its purpose, the following:

- A. To achieve and maintain a satisfactory and stabilized Employer-Employee relationship and improve work performance by Employees;
- B. To provide for the peaceful and equitable adjustment of differences which may arise;
- C. To attract and retain qualified employees;
- D. To insure the right of every employee to fair and impartial treatment; and
- E. To establish responsibilities of employees and assurances of performance by employees.

Section 3.2 Conformity to Law and Amendment The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced, addressed, or covered by this Agreement. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to discuss replacement language on the same matter within thirty (30) days.

Amendments and modifications of this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and City.

Section 3.3 Application of Civil Service Law Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, Rules and Regulations of the Personnel Board of Review of the City of Powell, City Charter and civil service laws contained in Revised Code Chapter 124, sections 124.01 through 124.56, and any other matter referenced in this Agreement shall not apply to employees in the bargaining unit. It is expressly understood that the Personnel Board of Review of the City of Powell shall have no authority or jurisdiction as it relates to any issue, topics or express matters addressed in this Agreement or to employees in the bargaining unit. That is, where a topic or issue is addressed in this Agreement, it will be understood that the language of the Agreement will prevail over any conflicting statutory language not specifically addressed in this Agreement but related to the topic or issue.

Section 3.4 Grammar Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

ARTICLE 4 LABOR RELATIONS MEETING

Section 4.1 Meetings In the interest of sound labor/management relations, not more than three (3) representatives of the Employer shall meet with not more than three (3) representatives of the Local to discuss pending issues and/or problems and to promote a more harmonious labor/management relationship. These meetings will be held at least quarterly at mutually agreeable dates and times, but may be held more often by mutual agreement. Additionally, the parties, by mutual agreement, may choose not to meet on a quarterly basis.

An agenda will be exchanged by the parties at least seven (7) calendar working days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives from each party who will be attending. All matters on the agenda requested by the parties to be discussed, will be discussed. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances, when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Consider and discuss health and safety matters relating to employees; and
- F. Discuss any other items affecting the Labor/Management relationship.

ARTICLE 5 DUES DEDUCTION

Section 5.1 The City agrees to deduct Union membership dues in accordance with this article for all employees eligible for the bargaining unit, upon the successful completion of their individual new hire probationary periods.

Section 5.2 The City agrees to deduct regular Union membership dues, fees and assessments the first pay period each month from the pay of any employee in the bargaining unit eligible for the membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City by the employee or the local Union Officer. Upon receipt of the proper authorization, the City will request the Finance Director to deduct Union dues, fees and assessments from the payroll check for the pay period following the pay period for which the authorization was received by the City and in which Union dues, fees and assessments are normally deducted.

The remittance from the City shall be accompanied by the following lists:

1. The employees for which deductions were made, the name and social security number of the employee and the amount deducted.
2. The name of each employee whose name has been dropped from the prior deduction list and the reason for the omission.

Section 5.3 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, fees and assessments and the Union hereby agrees that it will indemnify and hold the City, its agents, and its representatives harmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.4 The City shall be relieved from making such individual “check-off” deductions upon (1) termination of employment, or (2) transfer to a job other than one covered by the bargaining unit, or (3) layoff from work, or (4) an agreed unpaid leave of absence, or (5) revocation of the “check-off” authorization in accordance with its terms.

Section 5.5 The City shall not be obligated to make dues, fees or assessments deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 5.6 The parties agree that neither the employees or 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 sixty (60) days after the date such an error is claimed to have occurred.

Section 5.7 The rate at which dues are to be deducted shall be certified to the payroll clerk by Ohio Council 8. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual’s dues deductions.

Section 5.8 Each eligible employee’s written authorization for dues deduction shall be honored by the City for the duration of this Agreement except as otherwise provided in this Agreement.

Upon written notice by certified mail to the Union, the City may cancel upon the termination date of this Agreement all dues deductions.

Section 5.9 Fair Share Fee Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The obligation to pay a fair share fee shall commence on the later of:

- A. The first day of the pay period following execution of this Agreement for each employee who has been employed for more than sixty (60) days; or

- B. The first day of the pay period following the pay period in which the employee completes his sixty-first (61st) day of employment.

Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the effected employee.

Fair share fees deductions and transmittals shall be made in the same manner provided by this Agreement for regular dues deductions. The Employer shall provide the Union an alphabetical list of the name and address of each employee on whose account a fair share fee was deducted the previous month, including the amount of the deduction.

Fair share fees shall not exceed regular Union dues. Fair share fees shall not include expenses which do not arise, directly, out of the Union's duty of fair representation to the employees governed by this Agreement. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of the Union's most current rebate procedure. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Employer's obligation to deduct fair share fees is contingent upon:

- A. The Union's fulfillment, on the behalf of each non-member bargaining unit employee, of each obligation established in the Union's most current rebate procedure.
- B. Maintenance of a constitutionally adequate challenge and rebate procedure as provided in the Union's most current rebate procedure.

The Union may amend the rebate procedure by providing the Employer a written notice copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after actual receipt of the amendments by the Employer.

The Employer may, at any time, seek judicial review of any provision of this article.

The Union warrants and guarantees that no provision of this article violates the laws or Constitutions of either the United States of America or the State of Ohio. The Employer's financial liability under this Article is limited to deduction and transmittal of fair share fees. The Union shall indemnify, save, and hold the Employer harmless from any claim, action, or proceeding brought by any person or entity arising out of deductions made by Employer pursuant to this Article.

This Article contains the entire agreement between the Union and the Employer regarding fair share fees. All other agreements, whether written or oral, prior to or contemporaneous, are void. The Article may not be amended except by writing signed by both the Employer and the Union.

ARTICLE 6

UNION REPRESENTATION BULLETIN BOARDS

Section 6.1 Employee Representatives The Employer agrees to recognize one (1) employee as Union representative for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all officers and representatives of the bargaining unit and of any changes which may occur. The steward shall have no authority to take any action interrupting the Employer's business. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on City time.

Section 6.2 Union Representatives The staff representative or designee of the local Union shall be admitted to the Employer's facility or employee worksites for the purpose of processing grievances, or attending meetings, upon prior approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities

Section 6.3 Bulletin Boards The Employer shall provide space on a bulletin board for use by the employees in the bargaining unit for materials relating only to union meetings, social events, and reports and decisions directly affecting employees in the bargaining unit. Materials containing personal attacks upon any other member or any other employee; scandalous, scurrilous or derogatory attacks upon the administration; attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization shall be prohibited from being posted on the bulletin board at any time.

ARTICLE 7

MANAGEMENT RIGHTS

Section 7.1 General Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Public Services Department of the City of Powell. The rights of the Employer shall include, but shall not be limited to his rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Public Services Department, its employees and its service to the citizens of the City, consistent with the provisions of this Agreement.

Section 7.2 Management Rights The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;

- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Office as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the Public Services Department goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 7.3 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement or governing law.

Section 7.4 Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 8 WORK RULES

Section 8.1 Work Rules While all parties agree and understand that not all standards for conduct are or should be reduced to writing, the Employer agrees that existing written work rules shall be made available to all members. The Employer agrees that new or revised written work rules shall be provided to members and the local Union two (2) weeks in advance of their implementation, except in cases of emergency. In the event that the Union wishes to present the views of the bargaining unit regarding a new or revised work rule to the Department Head (or in his absence, his representative) the Union may raise the issue within two (2) weeks after the members and Union are notified of new or revised work rules. All work rules will be reasonable and applied and interpreted uniformly as to all members in similar circumstances. It shall be the Union's responsibility to establish that rules are either unreasonable or not uniformly applied.

ARTICLE 9 SENIORITY

Section 9.1 Seniority Defined For the purposes of the Agreement, "seniority" shall be defined as total continuous service as a regular full-time employment with the Public Services Department. Seniority shall commence on the date an individual becomes employed by the City in the Public Services Department. Continuous service shall reflect the uninterrupted service of a member as calculated by years/days of service. Continuous service shall be interrupted only when a "break in service" occurs. A "break in service" only occurs in the following instances:

- A. Separation because of resignation, except where a member is rehired within one (1) year of resignation;
- B. Removal which has not been overturned by appropriate authority;
- C. Failure to return from an unauthorized leave of absence;
- D. Failure to respond to a notification of recall from layoff.

As established in Section 9.1 (main paragraph) above, seniority shall commence on the date an individual becomes employed as a regular full-time employee of the City of Powell in the Public Services Department; however, should more than one (1) individual be hired on the same day, seniority preference will be determined by the individual's written test score from the selection process. An individual with a higher written test score shall always receive seniority preference over an individual with a lower written test score. Should more than one (1) individual be hired on the same day and receive the same written test score from the selection process, seniority shall be determined by date and time of application. Previous methods for determining seniority prior to the effective date of this Agreement shall not be affected.

A member who has a "break in service" and who is subsequently rehired or reinstated, shall not receive a continuous service credit for the time spent during the "break in service"; however, the member shall receive continuous service credit except for the period of time in which the "break in service" occurred.

also submit at this step any documentation believed to support the grievance. The City Manager and/or Grievant may bring appropriate witnesses.

In the meeting called for at this Step, the City Manager shall hear full explanation of the grievance and the material facts relating thereto.

Within seven (7) calendar days of the meeting, at this Step the City Manager shall submit to the grievant his written response to the grievance.

The employee may have his Union steward or other representative present at any stage of the grievance process.

Section 11.3 Arbitration If the grievant is not satisfied with the answer in Step Two, within twenty-one (21) calendar days after receipt of the Step Two response, (or twenty-one (21) calendar days after the Step Three response is due) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Within twenty-one (21) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Union, shall, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Service, FMCS, to hear the arbitration. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The Federal Mediation and Conciliation Service, FMCS, shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the Federal Mediation and Conciliation Service, FMCS

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service, FMCS, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the City as expressed by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the fourteen (14) calendar day period for filing grievances. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the Federal Mediation and Conciliation Service, FMCS. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 11.4 Pre-arbitration Meetings Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

Section 11.5 Timely Processing of Grievances Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual agreement in writing.

Section 11.6 Exclusivity This grievance procedure shall be the exclusive method of resolving grievances. The grievance procedure is intended to replace any and all remedies and appeals which were previously available to the Personnel Board of Review of the City of Powell.

Section 14.5 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

Section 14.6 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Grievances regarding layoffs must be filed within seven (7) days of notice of the layoff.

ARTICLE 15 SICK LEAVE

Section 15.1 Accrual Full-time employees in the bargaining unit shall accrue 4.6 hours of sick leave per each eighty (80) hours in active pay status. For purposes of sick leave accrual, active pay status shall include: all hours actually worked, vacation leave, sick leave, bereavement leave, and holidays. Active pay status shall not include any period of an unpaid leave of absence or layoff.

Section 15.2 Uses of Sick Leave Sick leave may be utilized for a maximum of up to two (2) consecutive working days off with the approval from the eligible employee's immediate supervisor. After the second day, sick leave may be utilized only upon the approval of the City Manager or designee. In any event, sick leave may be utilized for the following reasons:

- a. employee is unable to work due to a medically diagnosable condition or disability;
- b. unexpected medical immediate family emergency where the employee's presence is unavoidably necessary;
- c. medical, dental or optical examinations or treatments for the employee or a member of his immediate family upon prior approval of his or her immediate supervisor; or
- d. bereavement leave due to the death of the employee's spouse, children, mother (in-law), father (in law), sister (in law), brother (in law), grandparent, grandchild, legal guardian.

For purposes of this article, immediate family shall be defined to include an employee's spouse, children, step-children, parent, step-parent, anyone in loco parentis or other resident dependents.

Section 15.3 Notification Employees must notify the Employer within one (1) hour prior to his or her scheduled starting time. He or she also must notify the immediate supervisor on each succeeding day of the absence, unless it previously has been reported to his or her immediate supervisor and the employee has been authorized to report less frequently than daily. The mere fact that an employee has reported an absence does not excuse an absence.

When requesting and/or taking less than one full sick leave day (in minimal increments of two (2) hours), the employee must notify his or her immediate supervisor of his arrival and/or departure times so that this time off accurately can be deducted from the employee's remaining sick leave time.

Section 15.4 Documentation Medical documentation, including a medical examination required by the City, may be required for any amount of sick leave time off taken. Falsification of either a written signed statement or a practitioner's certificate shall be grounds for disciplinary action, including dismissal.

Section 15.5 Accumulation Eligible full-time employees may accumulate unused sick leave days up to a maximum of 1040 hours, (130) days. Employees who have reached the maximum "cap" amount will receive a cash benefit, at the end of the year, for any accrued paid sick leave hours over the maximum amount as follows: the cash benefit shall equal one hour of the employee's regular rate of pay for every two hours of unused sick leave credit.

Unused, accumulated sick leave cannot be converted to personal holidays, or vacation. Unused, accumulated sick leave days shall be forfeited upon separation of employment with two narrow exceptions: (1) upon the voluntary retirement of any full-time employee with ten (10) years of public service under the State Retirement System, he or she will be entitled to a pay out for twenty-five percent (25%) of the value of the full-time employee's unused and accumulated sick leave credit up to the maximum 130 day limit; or (b) the same pay out arrangement shall be made to the full-time employee's spouse or estate upon the death of an employee who was actively employed by the City. An employee may use sick leave only up to the amount that has been accumulated at the time of need.

Section 15.6 Compensation Approved paid sick leave will be paid at the employee's regular rate of compensation for eight (8) hours per sick leave day. Paid sick leave hours are not considered as "hours worked" for purposes of computing overtime.

Employees shall be permitted to utilize vacation leave for sick leave purposes only upon prior approval of management.

Section 15.7 Sick Leave While on Vacation If an employee becomes injured or ill while on scheduled vacation, that injury or illness confines him or her to a hospital or a residence, the employee may opt to charge his or her time away to any unused, accumulated sick leave days. Proper documentation confirming the injury or illness must be submitted to his or her immediate supervisor before such a change can be made.

Section 15.8 Sick Leave Donation Annually, between January 1 and December 31, employees may donate up to twenty-four (24) hours of sick leave to a sick leave donation bank. In order to be eligible to donate sick leave, the donating employee must have an unused sick leave balance of four hundred and eighty (480) hours following the donation of sick leave.

Employees who have exhausted all of their paid leave desiring to use the sick leave bank may submit a written application to the Department Head, or designee, requesting to be permitted to use some of the sick leave hours donated to the sick leave bank due to an illness, injury, death in the employee's immediate family or other medical hardship. Upon receiving such request, a sick leave donation committee shall meet to determine whether such request will be granted and, if so, how much sick leave can be used. The sick leave donation committee shall consist of the Union President, the Department Head, or designee, and the City Manager. The employee will

Section 19.3 Schedule of Accrual Each employee shall be entitled to vacation leave based upon the following vacation accrual schedule:

<u>Years of Service</u>	<u>Hours</u>	<u>Accrual Rate/Max.</u>
0-4 Years of Service	80 Hours (10 days)	3.1 Hours
5-9 Years of Service	120 Hours (15 days)	4.6 Hours
10-15 Years of Service	140 Hours (17.5 days)	5.4 Hours
16-25 Years of Service	160 Hours (20 days)	6.2 Hours
26+ Years of Service	200 Hours (25 days)	7.7 Hours

Section 19.4 Vacation Carry Over An employee may carry over from one calendar year to another calendar year a maximum of one hundred sixty (160) hours of accrued, unused vacation.

Section 19.5 Scheduling All requests for vacation leave are subject to the approval of the Employer, or its designee. Vacation scheduling shall be on a first-come, first-served basis. All requests for vacation leave are subject to the operational needs of the Department.

Any request by an employee for a change of dates of their vacation leave must be in writing and receive prior approval of the Employer, or its designee.

Vacation leave may be taken in minimum four (4) hour increments.

All vacation hours shall be paid at the employee's applicable straight rate pay.

Employees who are laid off, who resign, or who are otherwise separated from City service shall be paid all accrued but unused vacation to which they are entitled at the applicable rate of pay at the time of separation. In the event of the employee's death, such compensation shall be paid to the Employee's surviving spouse, or secondarily his estate.

ARTICLE 20 LEAVES OF ABSENCE/MILITARY LEAVE

Section 20.1 Leave Of Absence A member incurring any disability not duty-connected after he or she has exhausted all of the accumulated, unused paid leave may be granted a leave without pay for a period not to exceed three (3) months, subject to approval by the Employer, at its discretion, and subject to the following provisions:

- A. The member shall apply for such leave, in writing, to the Employer.
- B. The member shall submit a physician's report with his or her application, including a statement regarding the nature of the disability and whether or not the member is able to work.
- C. The member shall submit to the Employer a physician's statement of release for work before returning to work.

The Employer may require an examination at the time of the request for leave and/or the time of the request to return from leave. The employee may request an extension of up to three (3)

months. Extensions may be granted by the Employer at its discretion. Such request shall be in writing with supporting documentation for the request. If the employee fails to return the employee will be deemed to have separated from employment.

Section 20.2 Military Leave All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the state and federal militia, or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties, and to the difference between their military base rate of pay and their regular base pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the governor to assist civil authorities.

Section 20.3 Jury Leave Employees called for jury duty during their scheduled work hours shall receive their regular pay for such hours as they are required to be absent from work due to jury service. The employee shall remit any juror's fee earned to the City.

An employee released from jury duty prior to the end of his scheduled work day, shall report to work for the remaining hours.

In order to be eligible for payment, the employee must notify his supervisor upon receipt of notice of selection for jury duty.

ARTICLE 21 WAIVER IN CASE OF EMERGENCY

Section 21.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Powell City Council, the Federal or State Legislature, or the City Manager, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended:

1. Time limits for management or the Union replies on grievances;
2. Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 21.2 Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievance(s) had properly progressed.

ARTICLE 22

HEALTH INSURANCE

Section 22.1 The Employer shall make available and offer to bargaining unit employees group medical and dental insurance coverage for each employee. The medical and dental insurance coverage shall be provided through an insurance plan offered and administered by a reputable company, organization, agency, carrier or other entity that satisfies and complies with all regulatory requirements of the Ohio Department of Insurance. The level of insurance benefits provided to bargaining unit employees shall be the same as the level of insurance benefits provided to other general non-bargaining employees of the City of Powell. Bargaining unit employees shall be responsible for paying the same amount as the general non-bargaining employees for their monthly insurance costs not to exceed thirteen percent (13%). For purposes of the employee contribution, the monthly insurance costs shall include any premium paid for medical coverage, dental coverage, and any applicable taxes associated with the medical and/or dental insurance.

In the event the City of Powell utilizes (or continues to utilize) a high deductible health insurance plan, or other similar health insurance plan, bargaining unit employees shall continue to make the same contribution to any Health Savings Account, or similar account in the same amount and manner as all other City employees. Similarly, the City shall make the same contribution to any Health Savings Account, or similar account, in the same amount and manner as all other City employees.

It is further agreed and understood that that the City will permit one (1) member to serve on a City Employee Insurance Committee to review and advise the City as to its choice in Health Care Plans.

Section 22.2 The Employer shall make available a premium flexible benefit plan to bargaining unit employees so their share of insurance premiums shall be before tax. The Employer shall also make available a medical and dependent care flexible benefit plan to bargaining unit employees.

ARTICLE 23

WAGES

Section 23.1 Public Services Laborer Pay Rates Effective the first full pay period including the effective date of this agreement, the following pay rates will be paid to employees representing a two and one-half percent (2½ %) increase:

Laborer	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	\$16.37	\$17.34	\$18.30	\$19.30	\$20.29	\$21.27

Effective the first full pay period including the one year anniversary date of the effective date of this agreement, the following pay rates will be paid to employees representing a three and one-half percent (3½%) wage increase to all steps:

Laborer	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	\$17.25	\$17.96	\$18.94	\$19.98	\$21.00	\$22.01

Effective the first full pay period including the two year anniversary date of the effective date of this agreement, the following pay rates will be paid to employees representing a three percent (3 %) wage increase to all steps:

Laborer	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	\$17.77	\$18.50	\$19.51	\$20.58	\$21.63	\$22.67

Section 23.2 Public Services Laborer Step Advancement Employees shall move through the wage scale based upon their years of service with the City of Powell Public Services Department. Employees shall advance to the next step on their anniversary date of employment with the City of Powell Public Services Department.

*Position to remain vacant unless and until the City decides to fill it or abolish it. If the City decides to abolish it, it will provide notice to the Union as required by the collective bargaining agreement.

Section 23.3 Supervisor Pay Employees assigned by the Department Head, or designee, to serve as Supervisor when the Supervisor is absent for a workday shall be entitled to receive a Supervisor Pay supplement. If assigned to work as Supervisor for the entire workday when the Supervisor is absent, the employee assigned to work as Supervisor shall be entitled to a supplement of \$2.00/hr in addition to their regular pay.

Section 24.4 On-Call Pay The Department Head, or designee, shall maintain an on-call schedule for bargaining unit employees for after regular working hour emergency calls. The on-call period shall begin at the end of the work day and continue through the start of the following work day. Employees shall be paid their on-call pay the pay period after being on-call and shall receive ten dollars (\$10) per day that they are on-call. Employees shall be permitted to sign up for their on-call day based upon seniority with the most senior employee selecting their on-call day first. Employees shall sign-up for their on-call days quarterly with the quarterly schedule being posted four (4) weeks prior to the start of each quarter. In the event that there are any days that are not selected, any unscheduled days shall be filled by the Department Head with the least senior employee first. The most senior employee(s) may select as many on-call days as they like.

The on-call employee is required to respond to all emergency calls received after regular working hours during the days that they are on-call. A failure to respond shall result in discipline. Responses shall either be in person or by telephone. When an employee responds, the employee shall write in the time that call was received and note the time and reason of the call on his time sheet. The employee shall also note the time that the response was concluded for compensation purposes. During the day that the employee is receiving on-call pay, the employee shall not receive call-in pay. Rather, the on-call employee shall receive compensation for their actual hours worked consistent with their records maintained. However, the on-call employee

shall receive the Supervisor Pay supplement noted above in Section 23.3 in addition to their regular hourly rate for all hours actually worked in response to a call.

In the event an employee is sick for any day(s) that the employee is on-call, the employee shall forfeit their on-call pay for the day and emergency calls will be directed to the Department Head, or designee.

In the event employees wish to switch days that they are on-call with one another, they may do so with prior written notice to the Department Head.

The parties recognize that in the event that the Employer alters its time keeping system, it may be necessary to amend the time keeping provision.

The on-call employee shall be responsible for assessing the emergency and determining whether additional personnel are necessary for responding. If additional personnel are required, the on-call employee shall call-out other employees consistent with the overtime/distribution policy in effect.

Section 23.5 IRS Requirements It is understood that employees are responsible for complying with the IRS tax requirements, if any, related to any uniforms(s), uniform item(s), equipment or clothing allowance provided by the Employer.

ARTICLE 24 SNOW REMOVAL

Section 24.1 Following a snow event whereby employees have been required to engage in snow removal services beyond their regularly scheduled work hours/shift, any employee(s) performing snow removal services for at least four (4) hours beyond their regularly scheduled work hours/shift may request eight (8) hours of leave with pay on their next regularly scheduled shift, so long as the employee's next regularly scheduled shift is either on the same day as the snow removal or on the next calendar day following the snow removal.

Section 24.2 In the event up to eight hours of leave with pay is provided to an employee(s), the City retains the authority to recall an employee(s), cancel an employee(s)' leave and/or order the employee(s) to return to work in the event operational needs so require (such as, a further need for more snow removal, clean-up or other required job duties).

Section 24.3 An employee's request for up to eight (8) hours of leave with pay may be denied by the City, if operational needs so require.

Section 24.4 In the event more than one (1) employee requests leave, if operational needs require, the City may schedule such leave so as to insure appropriate and necessary job duties are completed.

Section 24.5 The City will not unreasonably, arbitrarily or capriciously deny an employee's request for up to eight (8) hours of leave following time spent performing snow removal services outside their regularly scheduled work hours.

Section 24.6 During a snow event, if an employee is required to work more than twelve (12) consecutive hours, the employee may be eligible for a meal reimbursement up to ten dollars (\$10.00). In order to be eligible for the meal reimbursement, the employee must be required to continue working beyond the twelve (12) consecutive hours. The employee must request and obtain permission of the supervisor to be released from their snow removal duties to purchase the meal. The meal period shall not exceed forty-five (45) minutes. In order to obtain reimbursement, the employee shall provide an actual receipt to the Department Head, or designee. Employees shall be responsible for the tax consequences, if any, of the meal reimbursement.

ARTICLE 25 **DURATION, ENTIRE AGREEMENT, SUBSEQUENT NEGOTIATIONS, AND WAIVER**

Section 25.1 **Duration** The provisions of this Agreement unless otherwise provided for herein, shall become effective October 16, 2014, and shall remain in full force and effect until 11:59 p.m., October 15, 2017.

Section 25.2 **Subsequent Negotiations** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

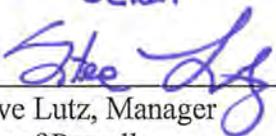
Section 25.3 **Entire Agreement** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

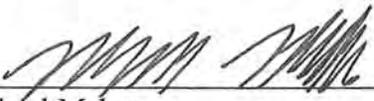
Section 25.4 **Waiver** Both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

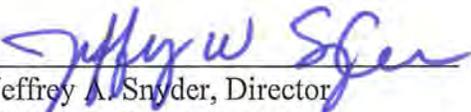
EXECUTION

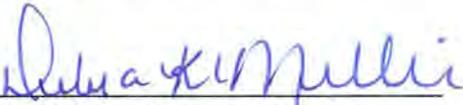
In witness whereof, the parties have executed this Agreement between City of Powell and AFSCME, AFL-CIO, Ohio Council 8, as of the 24 day of ~~December~~^{October}, 2014 in Powell, Ohio.

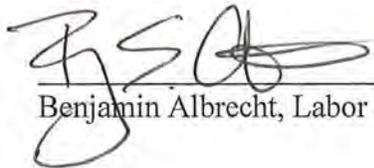

Eric Boyd, Representative
AFSCME, AFL-CIO, Ohio Council 8


Steve Lutz, Manager
City of Powell


Michael Maher
Bargaining Committee Member


Jeffrey A. Snyder, Director
Parks and Recreation


Debra Miller, Finance Director


Benjamin Albrecht, Labor Counsel