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AGREEMENT

BY AND BETWEEN

AFSCME, AFL-CIO

LOCAL 1940, OHIO COUNCIL

(BARGAINING UNIT "A")

AND

THE CITY OF CLYDE

TERM: January 1, 2015 thru December 31, 2017

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ARTICLE 1
PREAMBLE

SECTION 1.1. This Agreement entered into by the City of Clyde, hereinafter referred to as the Employer, and Local 1940, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose, to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the wages, hours, terms and other conditions of employment as well as the prompt and equitable settlement of grievances for those employees included in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION

SECTION 2.1.

A. The City recognizes the Union as the sole and exclusive representative for the purpose of representation and for purposes of negotiation of wages, hours, and other conditions of employment for those permanent, part-time, and full-time employees in Bargaining Unit A as listed herein:

Foreman
Auto Mechanic, Class I, II, III
Building Maintenance Technician
Water Distribution Technician, Class I, II
Sewer Collection Technician, I, II
Sewer/Water Distribution Technician I, II
Operator, Class I, II, III (WTP)
Operator, Class I, II, III (WWTP)
Operator, Uncertified, FT (WTP and WWTP)
Operator, Certified, PT, (WTP and WWTP)
Operator, Uncertified, PT (WTP and WWTP)
Equipment Operator, Class I, II
Finance Clerk, Class I, II
Labor, Class I, II
Meter Reader
School Guard
Service Technician, Class I, II, III
Unskilled Labor
Unskilled Labor, PT
Laboratory Operator WWTP/Provisional

B. Excluded from the Bargaining Unit A are all employees in the Bargaining Units B, C and D and management, confidential, supervisory, and temporary and seasonal employees as defined by the S.E.R.B.

SECTION 2.2. The parties agree to recognize the requirements of ORC 4117 and agree to utilize those applicable provisions herein regarding the creation of new positions.

SECTION 2.3. The parties will negotiate the proper rates of pay for, and for all conditions of employment, for those new positions being added to the bargaining unit. The parties will submit the proper paper work to the S.E.R.B. through the Ohio Council #8, AFSCME, AFL-CIO, legal staff.

ARTICLE 3
UNION REPRESENTATIVES/UNION STEWARDS

SECTION 3.1. International Union or Council Representatives will be recognized by the City as Union Representatives in accordance with this Agreement and upon the receipt of a letter from Ohio Council 8 so identifying them.

SECTION 3.2. The Union shall submit in writing names of employees to act as Union Stewards for the purpose of processing grievances as defined in the Grievance Procedure. The City shall be notified in writing of changes of all Officers of the Local and Stewards as they occur. These employees shall not be permitted to function as Union Stewards until the Union has presented the City with written certification of that person's selection. The Union will have (1) Union Steward for each work unit as follows:

Finance Department and Meter Reader, Building Maintenance Tech and School Guards
Water Treatment, Environmental Services
Wastewater Treatment Plant
General Services Department and Parks and Cemetery

SECTION 3.3. The investigation and writing of grievances shall be on non-work time. Grievance hearings will be scheduled by mutual agreement of both parties. If grievance hearings are scheduled during an Employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

SECTION 3.4. Rules governing the activity of the Local 1940 Union Representative(s) are as follows:

A. The Union agrees that officials of the Union (employee or non-employee) shall not interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the terms of this Agreement.

B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area the nature of the Union activity.

C. If there is an abuse of steward time, discretion, or operational needs, Union activities shall cease immediately upon the request of the supervisor of the area in which Union activity is being conducted.

D. If it is determined that the steward is abusing the rules of this Section he may be subject to disciplinary action.

E. Any dispute(s) involving the City's enforcement of this Section 3 may be appealed through the Grievance Procedure commencing at Step 3 or discussed at a Labor Management meeting.

SECTION 3.5. The City agrees that one (1) non-employee officer or representative of the Union shall be admitted to the City's facilities and sites during working hours upon advance notice to the City. Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized by this Agreement.

ARTICLE 4
UNION DUES AND FEES

SECTION 4.1. Membership in the Union is available to all employees occupying job titles that have been determined by this Agreement appropriately within the Bargaining Unit.

SECTION 4.2. The City agrees to deduct Union Membership dues, fees, and assessments once each pay period bi-weekly from the pay of any employee eligible for membership in the Bargaining Unit upon the individual employee signing a written authorization for deductions and upon the completion of his first sixty (60) days of employment. The employee will sign the Payroll Deduction Authorization Form along with a copy and submit them to the Employer.

Upon receipt of the proper authorization form, the Finance Director will deduct Union dues, and assessments from the payroll check for the pay period following the pay period in which the authorization was received. The Finance Director will forward such dues, fees and assessments to the Treasurer/Comptroller, Local 1940 Account, Ohio Council #8, AFSCME, AFL-CIO, 6800 North High Street, Worthington, Ohio 43085-2512; (614) 841-1918. The Union will certify to the Employer in writing the appropriate dues, fair share fees, and assessments, prior to their effective dates.

SECTION 4.3. The City shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) on agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms and/or applicable law.

SECTION 4.4. The City shall not be obligated to make deductions of dues, fees, and assessments of any kind from any employee who, during any pay period, fails to receive sufficient wages to equal the deductions.

SECTION 4.5. If a claim of error is made to the City, in writing thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues, fees and assessments are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees, and assessments shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

SECTION 4.6. Deductions provided for in this Article shall be made during each pay period. In the event a deduction is not made for any Union member during any particular pay period, the City, upon written verification of the Union, will make the appropriate deductions from the following pay period in which dues, fees and assessments are normally collected.

SECTION 4.7. Each eligible Employee's written authorization for deduction of dues, fees, and assessments shall be honored by the City for the duration of this Agreement.

SECTION 4.8. Each permanent Bargaining Unit employee who has completed their first initial sixty (60) days of employment, and is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union.

SECTION 4.9. Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix "B" attached hereto. Appendix "B", including all amendments thereto, is incorporated in this Article by reference.

SECTION 4.10. Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee or dues were deducted during the previous month including the amount of the deduction.

SECTION 4.11. The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in Appendix "B".

SECTION 4.12. The Union may amend Appendix "B" by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30) calendar day after their actual receipt by the Employer.

SECTION 4.13. Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determined any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

SECTION 4.14. This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

SECTION 4.15. The Union warrants and guarantees to the Employer that no provision of this Article violates the Constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer 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 4.16. This Article constitutes the entire agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. With the exception of Appendix "B", no portion of this Article may be amended except by written signed agreement of the parties.

SECTION 4.17. It is specifically agreed that the City assumes no legal obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5
LABOR MANAGEMENT MEETINGS

SECTION 5.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the City shall meet with not more than four (4) representatives of the Union, one (1) of whom may be a representative of AFSCME Ohio Council #8, to discuss pending problems and to promote a more harmonious labor/management relationship.

SECTION 5.2. 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 those Union representatives who will be attending. The purpose of such meetings shall be to:

A. Discuss the administration of this Agreement.

B. Notify the Union of changes made by the City which may affect bargaining unit members of the Union.

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 improving efficiency.

F. To discuss health and safety matters and practices relating to employees.

SECTION 5.3. 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.

ARTICLE 6
HEALTH & SAFETY

SECTION 6.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the City accepts its responsibility to provide safe working conditions, tools, first aid equipment, safety equipment, and safe working methods for the employees. The foreman or supervisor will correct unsafe working practices and conditions, and see that the safety rules and safe working methods are followed by his employees. The employee(s) accepts the responsibility to maintain tools, equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the City. All unsafe working conditions must be reported to the next higher authority in charge as soon as said unsafe working conditions are known.

SECTION 6.2. The City agrees to reimburse employees for prescription glasses broken in the course of their employment as long as such breakage is not a result of the employee's negligence.

SECTION 6.3. The parties hereby agree to establish, maintain and carry out the requirements and provisions of the "Public Employment Risk Reductions Act", O.R.C. 4167, (OSHA Standards), including the training and requirements of C.F.R. 1910, 1926 and 1928.

The Union will assist the Employer where possible, in carrying out these requirements.

SECTION 6.4. The parties will establish through the various "Health Departments", including the State of Ohio and local health departments, preventative health shots, including flu shots, and appropriate offered programs, that any such health department may have to offer. The costs for said individual shots, in any such program, shall be borne by the employer.

ARTICLE 7
NON-DISCRIMINATION

SECTION 7.1. The provisions of this Agreement shall be applied equally to all applicants for employment as well as to all employees in the Bargaining Unit. No person or persons or representative of the Employer or the Union shall discriminate against any employee based on: Age, sex, marital status, race, religion, color, creed, national origin, political opinions, handicaps, affiliation (s), disability, or non-affiliations.

SECTION 7.2. Reference to employee (s) in this Agreement designated both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 8
POLICIES AND PROCEEDINGS

SECTION 8.1. The Union recognizes that the Employer or his Designee (s), in order to carry out his statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives, consistent with statutory authority, and not in conflict with this Agreement, and to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

SECTION 8.2. It is the Employer's intention that work rules, policies, procedures and directives should be interpreted and applied uniformly to all employees under similar circumstances.

SECTION 8.3. It is agreed that where the Employer has determined that written work rules, policies, procedures and directives are necessary, the Employer will make copies available to each employee. Copies of newly established work rules, written policies, procedures and directives, will be furnished to, and discussed with, representatives of the Union.

SECTION 8.4. The parties recognize that it is the philosophy of the Employer to inform the employees in advance of any change in the work rules, policies, procedures and directives. This notice shall be by posting a notice on the bulletin board (s), or through general distribution of a copy of the work rules, policies, procedures and directives.

SECTION 8.5. This section shall not be interpreted in any manner to relieve an employee of his responsibilities to follow the established rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing.

ARTICLE 9
DISCIPLINARY PROCEDURE

SECTION 9.1. No employee shall be reduced in pay, or position, suspended, discharged, removed or have disciplinary action taken against them except for just cause.

SECTION 9.2. The Employer agrees that discipline should be applied in a progressive and corrective manner. Possible disciplinary action includes the following: Instruction and cautioning, written reprimand, suspensions and dismissal.

A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy.

B. Progressive discipline shall take into account the nature of the violation, the employee's record of performance and conduct.

C. The Employer agrees not to discharge or suspend an employee without first arranging for a hearing. This hearing is to be held between the Employer, the employee, the Union Steward and/or Officer if requested by the employee. However, no hearing is required in cases where the employee is charged with one of the following reasons: Improper use of firearms within the scope of employment; dishonesty; or being under the influence of alcohol or illegal drugs. No investigation will commence against an employee for under the influence of alcohol or illegal drugs except when "probable cause" exists. Probable cause shall be determined by qualified police officers only.

   Refusal to submit to such sobriety test shall establish a prima-facia case of being under the influence.

D. Appeals from either discharge or suspension must be submitted in the form of a grievance within ten (10) calendar days of the date of notification to the Employer at Step 3 of the Grievance Procedure.

SECTION 9.3. Records of written reprimands shall cease to have force and effect twelve (12) months after their effective date, providing there has been no intervening disciplinary actions taken during that time period.

Records of suspensions shall cease to have force and effect twenty-four (24) months after their effective date, providing there has been no intervening disciplinary actions taken during that time period.

SECTION 9.4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

ARTICLE 10
PERSONNEL FILES

SECTION 10.1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Employer or his employees pursuant to law. However, to the extent that any

records, papers or other documents covering members of the bargaining unit are not legitimately considered unavailable to review by such members, employees shall have access to their individual personnel files for review during normal business hours. Any employee wishing to examine his personnel file shall make prior request to and receive approval of the Employer or his designated representative. The Employer shall not be required to pay an employee or to lose that employee's service as a result of this activity, unless advance approval to examine the files during working hours has been obtained. The employee member may be accompanied by a Union Representative.

SECTION 10.2. If an employee, upon examining his personnel file, disputes the accuracy in those documents to which he has access, the employee may request the Employer, in writing, to investigate the disputed information. The Employer, shall, within a reasonable time, after receiving the request from the employee, make an investigation of the disputed information, and shall notify the employee of the results of the investigation and the action he plans to take in respect to the disputed information.

SECTION 10.3. The parties will recognize the various ORC sections.

ARTICLE 11
BULLETIN BOARDS

SECTION 11.1. The City agrees to provide one (1) bulletin board, in each department, no less than 24″ by 24″ in an agreed upon area of the facility for use by the Union.

SECTION 11.2. All Union notices which appear on the bulletin boards shall be posted and removed by the highest ranking Union official and/or steward in the bargaining unit (said posting time shall not be abused) and shall relate to items of interest to the Union members. Union notices relating to the following matters may be posted without the necessity of receiving the City's prior approval.

A. Union recreational and social affairs;

B. Notices of Union meetings;

C. Union appointments;

D. Notice of Union elections;

E. Results of Union elections;

F. Seniority lists;

G. Reports of non-political standing committees and independent non-political arms of the Union; and

H. Publications, rulings and policies of the Union.

SECTION 11.3. All other notices of any kind not covered in A through H above must receive prior approval of the City Manager or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

A. Personal attacks upon any other member or any other employee;

B. Scandalous, scurrilous or derogatory attacks upon the City, or City officials;

C. Attacks on any other employee organization;

D. Attacks on and/or favorable comments regarding a candidate for public or Union office.

ARTICLE 12
GRIEVANCE PROCEDURE

SECTION 12.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation or improper application of this Agreement. For purposes of this Article days shall be defined as working days.

SECTION 12.2. The following steps shall be followed in the processing of a grievance. A grievance must be presented within five (5) days after the occurrence of the incident giving rise to the grievance, or knowledge thereof.

STEP #1. The Union steward will present the alleged grievance, in writing within five (5) days along with the employee/grievant to the Superintendent/Department Head utilizing the form jointly developed by the parties (Appendix A), at which time a hearing will be scheduled within five (5) days or as mutually agreed. The Superintendent/Department Head will provide a written answer to the Union steward within five (5) days following the hearing. Upon receipt of the written answer the grievant/union steward shall have five (5) days to appeal the grievance to Step 2.

STEP #2. Within fifteen (15) days after the grievance has been appealed from the Step 1 answer, a hearing shall be held between a Representative of Local 1940 and/ or Council 8 and the City Manager/Employer, along with the grievant and union steward. If the meeting cannot occur within the fifteen (15) day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall give the Union its written answer to the grievance within ten (10) days following the Step 2 hearing.

STEP #3. If the grievance is not satisfactorily resolved at Step 2, it may be submitted to arbitration upon written request in accordance with this Section of this Article. Either party must request arbitration over an unadjusted grievance within a period of ten (10) days from the date final action was taken on such grievance under Step 2 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

A. Upon receipt of a notice to arbitrate, the parties will request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrator in accordance with the applicable rules and regulations. One (1) arbitrator shall be selected from this list to serve as arbitrator.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision.

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.

2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law not inconsistent with this Agreement.

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

4. Concerning changes in any wage rates, the establishment of wage scales, rates on new or changed jobs, except as provided for in this agreement.

B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

C. The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Employer and Union. The decision of the arbitrator shall be final and binding on the parties.

D. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne by the losing party. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing.

SECTION 12.3 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except for grievances involving suspension, which shall be introduced at Step 3 of the grievance procedure.

A grievance may be brought by any member of the bargaining units or a steward. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance.

The aggrieved employees shall be identified by signing the grievance.

All written grievances must be filed on the form, agreed to by the parties and attached as Appendix A and shall contain the following information to be considered:

A. Aggrieved employee's name and signature;
B. Aggrieved employee's classification;
C. Date grievance was first discussed;
D. Date grievance was filed in writing;
E. Name of supervisor with whom grievance was discussed;
F. Date and time grievance occurred;
G. Where grievance occurred;
H. Description of incident, giving rise to the grievance;
I. Articles and Sections of Agreement violated;
J. Remedy sought to resolve the grievance.

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

SECTION 12.4. The Union steward or Union steward or Union may withdraw a grievance at any point by submitting a written statement to that effect prior to the grievance being appealed to arbitration.

ARTICLE 13
MANAGEMENT RIGHTS

SECTION 13.1. The Union recognizes that except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer as follows:

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 service, its overall budget, utilization of technology, and organizational structure;

B. Direct, supervise, evaluate or hire employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;

E. Suspend, discipline, demote, or discharge for just cause or lay off, 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. Effectively manage the work force; and

I. Take actions to carry out the mission of the public employer as a governmental unit.

SECTION 13.2. The Union recognizes and accepts that all rights and responsibilities of the City not specifically modified by this Agreement or ensuing Agreements shall remain the function of the City.

ARTICLE 14
NO STIKE/NO LOCKOUT

SECTION 14.1. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the City, by its members or other employees of the City during the terms of this Agreement. When the City notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that an alleged violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such notice, the Union shall accept all liabilities for the actions of its members, and the City shall have the option of seeking appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

SECTION 14.2. The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union during the term of this Agreement.

ARTICLE 15
SENIORITY

SECTION 15.1. Seniority shall accrue to all permanent employees of the City and shall be based upon the total length of continuous service with the City unless provided otherwise in this Agreement. The City shall provide bargaining unit seniority lists which shall provide the employee's name, date of hire, and job classification to the Union. The City will remit personnel changes to the Union as they occur and shall post seniority lists annually.

SECTION 15.2. A new hire/employee serving an original probationary period shall not receive any seniority credit until he has successfully completed his probationary period. Upon successful completion of the probationary period, the employee's original date of hire shall be used to calculate his seniority as provided herein.

SECTION 15.3. If an employee quits or is legally terminated and is later rehired, the employee shall be considered as a new employee and shall not be credited with his prior service for purposes of seniority.

SECTION 15.4. Classification seniority is defined as seniority earned within a classification for purposes of rotating overtime, preferences of scheduling of vacations and scheduling of holidays. Scheduling of these benefits shall be observed within each classification.

ARTICLE 16
PROBATION PERIODS

SECTION 16.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) days.

Newly hired probationary employees may be terminated any time during his probationary period and shall have no appeal over such removal.

SECTION 16.2. 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 begin on the effective date of the promotion and shall continue for a period of ninety (90) days.

A newly promoted employee who feels unqualified or evidences unsatisfactory performance and is disqualified shall be returned to his former or similar position any time during his probationary period.

SECTION 16.3. In the event an employee is promoted to a non-bargaining Unit position and is subsequently demoted/disqualified during his probationary period, he will be returned to his former position.

SECTION 16.4. Probationary periods for part time employees shall be based on the number of days actually worked. (One Hundred Twenty (120) worked days and/or one (1) calendar year, whichever comes first).

ARTICLE 17
JOB BIDDING/PROMOTIONS

SECTION 17.1. The term promotion, for the purposes of this Agreement, shall mean the act of placing an individual in a position which carries a higher salary rate than that previously held.

SECTION 17.2. Whenever the Employer determines a job vacancy exists which needs to be filled, a notice of such opening shall be posted on the appropriate Department's Bulletin Board for seven (7) calendar days. The notice shall specify the rate of pay, department, job duties, and minimum qualifications. During the seven (7) day period, anyone wishing to apply for the open position shall submit a written application to the Employer.

SECTION 17.3. All timely-filed applications shall be reviewed considering the following criteria: seniority and test scores (if available) for promotions from within, qualifications, education, experience, work record, previous job performance, disciplinary record, physical and mental capability. The Employer shall give first consideration to those timely-filed applications of employees who are in the same classification as the vacant position and are requesting a lateral transfer. The Employer shall give second consideration to those qualified employees from within the department. The Employer shall give third consideration to employees on a City-wide basis. If no employee applies, the Employer is permitted to hire from any outside applicants. If two or more applicants are considered to be relatively equal, the position shall be awarded to the most senior applicant.

The Employer shall notify the Union of the names of all employees who bid on the vacancy, their seniority dates and the name of the successful applicants.

SECTION 17.4. This Agreement will govern the filling of positions except to the extent that the law specifically prohibits the Agreement from encroaching upon the jurisdiction of the Civil Service Commission.

SECTION 17.5. The parties agree that there will be a shift preference/good days off bidding period in those departments with twenty-four (24) hour and seven (7) day operations which shall become effective on the first full day of the second pay period of each year and shall be by operator seniority.

The offering of shift preference/good days off shall be posted from November 15th through December 1st each year and the finalized preference list shall be posted by December 15th. Shift and the staffing levels shall be established by the Employer.

SECTION 17.6. (Letter of Understanding relative to Establishment of Minimal Time in Grade for promotion of employees in the Classification of Laborer, Service Technician, and Equipment Operator 12-20-01)

A. That effective January 1, 2002, the following job classifications of Unskilled Labor; Laborer I; Laborer II; Service Technician I; Service Technician II; Service Technician III; Equipment Operator I; Equipment Operator II shall have minimum time in grade requirements established for purposes of promotion.

B. Minimum time in grade for promotion within a classification is as follows:

a.	Unskilled Laborer to Laborer I	After one (1) year as Unskilled
b.	Laborer I to Laborer II	After one (1) year as Laborer I
c.	Laborer II to Service Tech. I	After two (2) years as Laborer II
d.	Service Tech. I to Service Tech. II	After three (3) years as Tech. 1
e.	Service Tech. II to Service Tech III	After three (3) years as Tech. II
f.	Equip. Operator I to Equip. Operator II	After three (3) years as Equip. Operator I

C. Upon recommendation of the department head, employees listed in the above classifications ***should*** be promoted, after meeting the minimum time in grade requirements.
The offering of shift preference/good days off shall be posted from November 15th through December 1st of each year and the finalized preference list shall be posted by December 15th. Shift and staffing levels shall be established by the Employer.

ARTICLE 18
JOB TITLE/JOB DUTIES/CLASSIFICATIONS

SECTION 18.1. The parties agree that job classifications specifications for bargaining unit employees, shall be descriptive of the duties performed and those employees shall be compensated in accordance with the rates established in this Agreement.

SECTION 18.2. Wages paid for job classifications in the bargaining unit shall not be changed without negotiations with the Union and at times and places mutually agreeable to the parties.

SECTION 18.3. The Employer will provide each bargaining unit employee a copy of his job classification specifications within ninety (90) days of the signing of this Agreement.

ARTICLE 19
HOURS OF WORK/OVERTIME

SECTION 19.1. Employees working in a continuous operation shall have their work scheduled to include a thirty (30) minute paid lunch period. These employees are subject to being called to work at any time during their lunch period.

SECTION 19.2. All other existing employees whose normal work week consists of forty (40) hours per week, shall have their work schedule to include one- half (1/2) hour non-paid lunch period.

SECTION 19.3. All employees shall be granted a fifteen (15) minute break during their first four (4) hours of work and a fifteen (15) minute break during their last four (4) hours of work. Said breaks shall not abut the beginning or end of the employee's work day, and shall not abut the employee's lunch period. The supervisor shall be responsible for scheduling all break periods.

SECTION 19.4. When an employee is in active pay status for more than forty (40) hours in any calendar week, he shall be compensated for such time over forty (40) hours at one and one- half (1-1/2) times his regular rate of pay. Overtime needs shall be determined by the Employer.

SECTION 19.5. Active pay status hereto is defined to include sick leave, vacation, holidays, compensatory time, and approved leave of absences such as industrial leave.

SECTION 19.6. An employee contacted and requested to begin work anytime not abutting his regular schedule shall be guaranteed a minimum of two (2) hours of pay at his applicable rate of pay (time and one-half). The City reserves the right to keep the employee for the full two (2) hours at the City's discretion. There shall be no pyramiding of call-in-time.

SECTION 19.7. Overtime hours that are worked, and overtime hours that are refused by an employee shall be charged to that employee. There shall be an overtime roster maintained and posted in the department and brought up to date on hours at the end of each day. There shall be no pyramiding of overtime.

All hours worked, hours refused, and negative contacts shall be recorded properly on the department log books and in the appropriate work unit.

SECTION 19.8. When it becomes necessary for the City to have employees work overtime, the City will:

A. Request the employee that is qualified, and with the least amount of overtime hours to his credit that is on duty and in the work unit (Finance, Wastewater Treatment Plant, Water Treatment Plant, Service Department, which includes parks, streets, water distribution, sewer distribution, building maintenance and grounds), where the overtime is needed. If he refuses;

B. Call the employee at home that is qualified and scheduled off of work, with the least amount of overtime hours to his credit. If he refuses;

C. If no one accepts, the lowest senior person qualified and available may be ordered in to work.

SECTION 19.9. It is understood and agreed by the parties, that when the City Manager has determined that an emergency exists, any and/or all employees of the City may be required to work overtime.

SECTION 19.10. Employees may not bank over one hundred twenty hours of compensatory time in a calendar year at one and one-half (1.5) of base hour pay. Hours not used shall be paid the first pay period in November of each calendar year, or carried over to the next calendar year, but if carried over hours become a portion of the one hundred twenty hours maximum for the following calendar year. The compensatory time off is to be taken at a mutually agreeable time, without creating overtime.

A. The Department Head may authorize compensatory time over the one hundred twenty (120) hour limit.

SECTION 19.11. Part-time employees will not be utilized to displace permanent full-time employees.

SECTION 19.12.

A. The parties agree to the following work day/work schedule of those employees in Bargaining Unit "A", except those twenty-four hour shift employees.

1. ***Clerical employees' hours will be 7:30 a.m. – 4:00 p.m.*** The Meter Readers' hours shall be 7:30 a.m. – 4:00 p.m. These employees will have a ½ hour unpaid lunch period.

2. Those employees in **Parks & Cemetery, *General Services Department and Environmental Services Section*** shall have work days commencing at 7:00 a.m. – 3:30 p.m. These employees will have a ½ hour unpaid lunch period.

B. All of the bargaining unit employees will work the standard Monday through Friday work week and an eight (8) hour work day. In the event either party wishes to mutually agree to any changes, they will meet, confer and to otherwise agree to any such changes.

ARTICLE 20
WORKING OUT OF CLASSIFICATION

SECTION 20.1. When an employee is required by the Employer to perform the work of a higher classification for which he is qualified, he shall receive the rate of pay of the higher classification if he performs said work for at least 4 continuous hours.

SECTION 20.2. An employee may be temporarily assigned work in a lower classification, but shall continue to receive his regular rate of pay during such assignment. This Section is not intended to cover an employee who is demoted.

ARTICLE 21
HOLIDAYS

SECTION 21.1. All employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

SECTION 21.2. If an employee is required to work on any of the listed holidays, he shall be entitled to pay for such time worked at two times (2) his regular base rate of pay.

SECTION 21.3. Holidays that fall on a Saturday shall be observed on the preceding Friday, and holidays that fall on a Sunday shall be observed on the following Monday.

SECTION 21.4. Shift personnel working either Saturday or Sunday shall observe the holiday on that day.

SECTION 21.5. Employees working holidays have the option to receive double time pay for the holiday plus eight (8) straight hours to be accrued and taken at a later date. Choosing this option to bank eight (8) hours, they will be paid thirty- two (32) hours regular pay and sixteen (16) hours holiday pay for a total of forty-eight (48) hours.

SECTION 21.6. Employees whose day off falls on a holiday may either take eight (8) hours of holiday pay or bank eight (8) straight hours to be accrued and taken at a later date. Employees opting to bank eight (8) straight hours will be paid forty (40) hours for the week in which the holiday falls.

SECTION 21.7. The overtime rate will be applied to a holiday week as follows: thirty two (32) hours base rate, eight (8) hours holiday pay = forty (40) hours. All hours worked over forty (40) hours during a holiday week will be based at one and one-half (1-1/2) times the regular rate of pay.

ARTICLE 22
VACATION

SECTION 22.1. Employees shall be entitled to vacation leave with pay as follows:

A. New employees shall earn .833 days per month for their first partial year. Employee(s) may use their accrued vacation within their first twelve (12) months, as has been accrued, and if utilized, deducted from their accrual.

B. Employees with one (1) full calendar year of service shall receive two (2) weeks vacation.

C. Employees with eight (8) full calendar years of service shall receive three (3) weeks vacation.

D. Employees with fifteen (15) full calendar years of service shall receive four (4) weeks vacation.

E. Employees with twenty (20) full calendar years of service shall receive five (5) weeks vacation.

SECTION 22.2. The Employer will give vacation preference to employees on the basis of seniority with the City. Prior to March 1 of each year, the Employer will accept all vacation requests and will assign vacation on a seniority basis. After March 1, the Employer will assign vacation leave on a first-come-first-serve basis so long as it fits within the operational needs of the City. On April 1 of each year, the Employer will post the finalized vacation schedule.

SECTION 22.3. Those employees earning more than two (2) weeks vacation will be permitted to schedule up to two (2) weeks vacation at any time of the year. To schedule more than two (2) weeks in succession, the employee must obtain the permission of the appointed authority. At least five (5) days of vacation must be taken in succession.

SECTION 22.4. All vacation not scheduled in accordance with this Article must normally be scheduled and approved at least one (1) week in advance by the Employer.

SECTION 22.5. Employees may request vacation in one (1) hour and/or one (1) day increments.

SECTION 22.6. Employees earning more than two (2) weeks vacation may carry over up to forty (40) hours of vacation leave into the following year. The Employer may permit additional carry over if the operational needs of the City permit. The employee earning more than two (2) weeks vacation may elect to cash in up to one hundred twenty (120) hours of vacation. Cashed in vacation shall be paid, the first pay period in November of each calendar year.

ARTICLE 23
SICK LEAVE

SECTION 23.1. Employee (s) shall accumulate/earn sick leave at a rate of .0577 for each hour in active pay status, up to one hundred twenty (120) hours per year with unlimited accumulation.

SECTION 23.2. **Retention of sick leave** – An employee who transfers from a public agency to this Employer or who has prior service with a public agency, as defined in Section 124.38, Ohio Revised Code, shall retain credit for any sick leave earned in accordance with that Section, so long as he is employed by the City, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment with the City provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Expiration of sick leave – If illness or disability continues beyond the time covered by earned sick leave or other earned time, the employee may be granted a disability leave.

SECTION 23.3. **Charging of sick leave** – Sick leave shall be charged in minimum units on one-tenth of an hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

SECTION 23.4. **Evidence required for sick leave usage** - The City may require an employee to furnish a standard written statement to justify the use of sick leave. If medical attention is required a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor shall be required to justify use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

SECTION 23.5. **Notification by employee** – When an employee is unable to report to work, he shall notify his immediate Supervisor or other designated person, one (1) hour prior to the time he is scheduled to report to work on each day of absence, unless other arrangements have been made with the employee's supervisor. When reporting off sick, the employee must advise his immediate supervisor the nature of his illness, the effects it is having on him, and whether he plans to contact a physician in reference to his illness.

SECTION 23.6. Abuse of sick leave – Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in disciplinary action including dismissal and refund of salary or wage paid. The City may initiate investigations when an employee is suspected of abusing sick leave privileges. While on sick leave, an employee is expected to be home unless he is on a related medical errand or has made other arrangements with his immediate supervisor, consistent with his individual illness needs.

SECTION 23.7. Physician statement – An employee with an illness or disability exceeding three (3) days shall be required to furnish a statement from his physician before returning to work, notifying the City that the employee was unable to perform his duties during the period of absence and is able to return to work. Where the absence was due to an injury the employee shall be required to furnish a release statement from his physician stating that he is fully capable of performing his assigned duties. This requirement is for the protection of both the employee and the Employer in the event of a Workers' Compensation claim and must be met regardless of the length of the absence.

Where sick leave is requested to care for a member of the immediate family as provided in Section 8, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

SECTION 23.8. Physician examination – The Employer may require an employee to take an examination if the employee's abilities to continue to perform the duties of his position are in question. The examination is to be conducted by a mutually agreed upon licensed physician, to determine the physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on a job he can perform or on sick leave or disability leave. The cost of such examination shall be paid by the City.

SECTION 23.9. Use of sick leave - Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

A. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required.

B. Death of a member of his immediate family.

C. Medical, dental or optical examination or treatment of employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours.

D. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or who through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

E. Pregnancy and/or childbirth and other conditions related thereto.

F. Employees may utilize up to sixteen (16) hours for personal use, eight (8) hour increments will follow sick leave call-in, increments less than eight (8) hours must have prior approval of department head.

G. The parties hereby agree that the practice of contributions of sick leave to needy employees from the employee's sick leave bank to another needy employee for traumatic illness shall continue.

SECTION 23.10. Definition of immediate family – Definition of immediate family: Mother, Father, brother, sister, child, spouse, grandparent, grandchild, Mother-in-law, Father-in-Law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents-in-law, legal guardians, or other person who stands in place of a parent (loco parentis).

SECTION 23.11. Exhaustion of sick leave:

A. Employees who have exhausted all sick leave and vacation leave credits shall be placed on a leave without pay not to exceed six (6) months. Illnesses exceeding six (6) months shall be considered a disability separation as outlined in this Article.

B. A disability separation may be granted when an employee has exhausted his accumulated sick leave and any authorized vacation or compensatory time, and is:

1. Hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or

2. Is declared physically incapable of performing the duties of his or her position by a licensed physician designated by the City; such examination normally is requested by the City when the employee is unable or unwilling to admit his or her incapacity; the costs are paid by the City.

SECTION 23.12.

A. For those employees who show a pattern of utilization of a sick day the day prior and/or the day after a holiday, said employee will be required to furnish a doctor's slip for such days to receive the holiday pay.

B. Those employees who are in a long-term sick leave, industrial leave, or in a hospital will not lose any such holiday pay.

C. For these purposes, sick leave abuse defined herein is more than two (2) sick leave days taken per year adjoining a holiday.

ARTICLE 24
BEREAVEMENT LEAVE

SECTION 24.1. Bereavement Leave, not chargeable to sick leave, shall be granted to employees who suffer a loss in their immediate family as defined in the sick leave usage Article of this Agreement. The leave granted shall be three (3) working days if the employee remains within a two hundred (200) mile radius of the City, and five (5) working days if the employee must travel over two hundred (200) miles one way. Additional time may be arranged with the City Manager, but said time will be charged to an earned leave.

Proof of relationship may be requested by the Employer. The employee shall submit a clear and concise explanation of the circumstance, along with the employee's intent to attend the funeral.

ARTICLE 25
LEAVES OF ABSENCE

SECTION 25.1. The City, through its designated representative, shall decide on an individual basis if a leave of absence is to be granted, within the limitations of the appropriate rules of this contract. Leaves of absences shall be requested and authorized on a proper form.

SECTION 25.2. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position, if the employee's former position no longer exists.

Any replacement in the position while an employee is on leave is to be on a temporary basis.

An employee may return to work before the scheduled expiration of leave if requested by the employee and agreed to by the City. If an employee fails to return to work at the expiration of an approved leave of absence, and does not submit a request a request for an extension and have it approved, the employee will be considered "absent without leave" and may be subject to immediate termination.

SECTION 25.3. An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where seniority is a factor, unless otherwise specified.

SECTION 25.4. Employees may be granted a personal leave of absence for a duration of no more than six (6) months without pay.

An employee shall not be granted a personal leave for purposes of securing other employment.

Time spent on personal leave shall not be counted in determining an employee's seniority.

SECTION 25.5. The duly elected Union delegate or alternate to the Annual Conventions of the American Federation of State, County and Municipal Employees, AFL-CIO, may be granted time off without pay to participate in such conventions, but not to exceed five (5) days for any such conventions. The Union shall notify the City twenty (20) days prior to said conventions of the employees attending.

The Union agrees that the delegate and alternate shall not both be elected from one department, and shall not interfere with the operational needs of the City or place upon the City an additional cost burden to cover such leave.

SECTION 25.6. Employees may be granted an educational leave of absence without pay for purposes of securing additional training or education, non-work related. The time spent on said leave shall not be counted in determining an employee's seniority.

SECTION 25.7. The parties agree that employees may utilize the provisions of the Family Medical leave Act of 1993 (PL 103-3), upon request, after he or she has exhausted all other leave provision (s).

Should an employee be unable to request or sign up for the F.M.L.A. provisions, after exhausting the other contract provisions, herein, the City will automatically enroll such an employee under the F.M.L.A. provision (s).

ARTICLE 26
COURT LEAVE/JURY DUTY

SECTION 26.1. The City shall grant full pay when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the City, unless such duty is performed totally outside of normal working hours. An employee released from court or jury duty two (2) hours or more prior to the end of his scheduled workday shall report to work for the remaining hours.

SECTION 26.2. Employees will honor any subpoena and notice of appearance issued to them, including those for Worker's Compensation, Unemployment Compensation and, other legal tribunal (s), without loss of time or pay when directly related to City business.

SECTION 26.3. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the cases being heard in connection with the employee's or other individual's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, or other individual personal matters. These absences would be charged as leave without pay or vacation or other earned time.

ARTICLE 27
INDUSTRIAL LEAVE

SECTION 27.1. The City shall pay for the first five (5) working days off when an employee is injured on the job, provided that the Bureau of Workmen's Compensation approves the claim. Should the claim be disallowed by the Bureau of Worker's Compensation, an employee may use accrued sick leave, vacation, or other earned time, at the employee's option.

SECTION 27.2. The Employer agrees that employees may be permitted to utilize their sick leave to supplement their weekly wages while on industrial leave, until sick leave is exhausted. The employee will be required to sign the appropriate waiver form to ensure reimbursement to the City and insure proper crediting of used sick leave on a prorated basis.

SECTION 27.3. Employees will be required to utilize the Workmen's Compensation provisions of the Ohio Revised Code, immediately after the injury occurs. The employee shall notify the supervisor within twenty-four (24) hours of the injury.

SECTION 27.4. The Parties agree that Employees and Supervisors will receive the full and complete H.P.P. and H.M.O. Manuals of the Health Maintenance Organization of the requirements of O.R.C. 4123 and its revisions.

The Employer and Union will schedule the required training regarding these matters.

ARTICLE 28
MILITARY LEAVE

SECTION 28.1. An employee who leaves his or her position to enter military service shall be carried on the rolls in military leave status and shall accrue seniority. Upon his discharge from military service, he shall be entitled to be restored to the same position or to a similar position for which he is qualified, provided application for employment is made before the expiration of any statutory right to re-employment.

SECTION 28.2. Military leave of absence with pay will be paid in accordance with O.R.C. 5923.

ARTICLE 29
LAYOFF AND RECALL

SECTION 29.1. In case of a layoff of bargaining unit employees is anticipated, the City shall notify the Union of the impending layoff. Prior to any layoffs occurring the City and Union shall schedule a meeting to discuss possible alternatives.

SECTION 29.2. The parties agree that the City wide seniority is defined as seniority earned within Bargaining Unit "A" and Bargaining Units "B" and "C" and "D" for purpose of layoff/recall.

SECTION 29.3. In the event of layoff due to the lack of work or funds, affected employees shall receive a notice fourteen (14) calendar days prior to the effective date of layoff.

SECTION 29.4. In the event of layoff, the City shall layoff and recall in accordance with the applicable Sections of the Ohio Revised Code, except for the difference of continuous seniority as provided for in this Agreement.

SECTION 29.5. The Employer agrees should they participate in a Federal or State funded jobs program, such participation shall not cause bargaining unit employees to be laid off or displaced.

ARTICLE 30
HOSPITALIZATION

SECTION 30.1. The Employer shall maintain the below hospitalization contract or its equivalent coverage for full-time employees.

2015 Insurance Increase

Effective January 1, 2015 employees shall pay 50 percent (50%) of the 2015 projected BORMA (29.9%) insurance increase. If or when the employer chooses to select another carrier or insurance option, the employees will only contribute fifty percent (50%) of that insurance increase. In the event that the new selected insurance is lower than the BORMA projected increase, the employees shall be responsible for fifty percent (50%).

The employer shall increase base wage rates once the employer has exited BORMA.

The sum of funds that is saved because of the employer selecting a different "insurance coverage" in 2015 will be allocated as base wage increases in 2015. The savings will be calculated based on the difference of the 2015 BORMA (29.9%) projected increase. If the employer selects a health insurance plan that is less than a fifteen percent (15%), increase the employer will pay at least a two percent (2%) wage increase. If the employer selects a health insurance plan that is greater than fifteen percent (15%), increase the employer will pay a wage increase equivalent to the difference in savings.

For Example: Of February 1, 2015, the City of Clyde selects an "Insurance coverage" that has an increase of fifteen percent (15%) instead of the projected BORMA (29.9%) increases employees would pay seven and one-half percent (7.5%). The remaining difference shall be paid by the employer. The employer would then pay a two percent (2%) wage increase.

Employees may be responsible for paying a second deductible if the employer selects another "insurance coverage" in 2015.

Reference Article 43 for Health Insurance reopeners in January 2016 and January 2017

The parties shall establish a Cost Containment Committee consisting of up to five (5) individuals for each committee, for the purpose (s) of studying cost containment measures, of which may be agreed to.

The parties agree to review options, for the purposes of "Insurance Coverages" which may include "Self Funding", "Third Party Administrator", or other combination (s) programs, for the purposes of saving monies, if same is possible. These programs will not reduce coverages or benefits of the full plan, unless mutually negotiated otherwise.

SECTION 30.2. The parties agree that the Employer shall retain the right to select carriers. However, this right to select carriers shall not change or reduce the coverage benefits of the plan.

SECTION 30.3. The parties agree that the prescription drug card shall be a co-pay of $5/$15/$25 with a double co-pays for a 90-day supply via mail order. Employees will pay no more than a yearly deductible of $250.00 per person, or $500.00 per family and a $150.00 emergency room co-pay unless admitted. Any and all other expenses are covered at one hundred percent (100%).
(U.C.R. – Usual, Customary, Reasonable)

SECTION 30.4. Each employee shall receive a copy of the plan.

SECTION 30.5. The employer will require the present "Insurance Carrier" to follow the definitions for the usual, customary and reasonable charge (normal U.C.R.) in the present plan.

SECTION 30.6. The parties hereby agree that the actual negotiated coverage (s) of the Insurance Plan, will be outlined in Appendix "D".

SECTION 30.7 Me Too: unit employees shall agree to pay health insurance contribution in the same percentage as non-represented employees in the event S.B. 5 or any other state mandated premium contributions are required. Such mandated employee premium contributions shall be pretax. Employee contributions shall not exceed 15%.

ARTICLE 31
AFSCME, HEALTH & WELFARE

SECTION 31.1. The Employer will pick up the cost of the AFSCME Health and Welfare Plan as follows:

A. Life Insurance, plus A.D.D.
B. Hearing aid plan
C. Optical Plan
D. Dental Plan II.

The cost of the plan shall be limited to $40.75 per month, per employee for the life of this Agreement.

ARTICLE 32
LONGEVITY

SECTION 32.1. As a means of rewarding employees for loyal service and to serve as an incentive for retaining good employees, the following longevity plan is established:

On and after the first year of service, Ninety-Dollars ($90.00) per year, for each year of service, shall be paid to the employee, on his/her anniversary date. Payment shall be made by a separate check. Years of service must be continuous.

ARTICLE 33
P.E.R.S.

SECTION 33.1. O.P.E.R.S. pickup will be eliminated starting the pay period payable on 11/4/2011. The city shall designate each employee's mandatory contribution to the O.P.E.R.S. as "picked-up" (thru salary reduction) by the city as contemplated by Internal Revenue Service Revenue Ruling 81-35 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the city as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's retirement system contribution which has been designated as "picked-up" (thru salary reduction) by the city.

ARTICLE 34
SEVERENCE PAY

SECTION 34.1. Upon retirement from active service (in accordance with the P.E.R.S. System) of an employee who has served the City for ten (10) years or more, the City will authorize payment of fifty (50%) percent of the employee's accrued, but unused sick leave, up to a maximum payment equal to one hundred fifty (150) days.

A. Such payment shall be based on the employee's current hourly rate of pay at the time of retirement.

B. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

C. Eligible City employees, retiring from active service, shall request such payment in writing in order to initiate the payment process.

D. Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for sick leave at the rate of one hundred percent (100%). Such payment shall be made to the employee's estate and/or beneficiary.

SECTION 34.2. Employees who separate/terminate their employment with the City, shall be compensated at their current rate, for all earned/accrued vacation, personal leave, longevity, wages and comptime.

SECTION 34.3. Employees who reach retirement age of 52, but have less than 30 years, or employees who have reached the 30 years of credible service, but are younger than retirement age are considered qualified under this provision.

ARTICLE 35
LIABILITY PROTECTION

SECTION 35.1. The City shall indemnify, defend and hold harmless any employee for any suit filed against them or any awards against them while acting in the lawful scope of their employment. This Article shall not be construed to obligate the City to provide counsel if the Employer initiates legal action against an employee or any appeal/arbitration process.

ARTICLE 36
MISCELLANEOUS

SECTION 36.1. The City agrees to pay for all approved long distance telephone calls that employees are required to make in the performance of their job duties with the City. The employees shall log all long distance telephone calls.

SECTION 36.2. Pay checks/Pay stubs:

A. The City shall pay employees on Friday of every other week.

B. If a holiday falls on Friday and/or an employee is scheduled off duty on Friday, the employee may pick up their pay checks on the Thursday afternoon preceding Friday pay days, so as not to create unnecessary trips or hardships on said employees.

C. The Employer shall provide a pay stub commensurate with the Employer's computer service.

SECTION 36.3. Out-of-Town Assignment/Required and Approved Training – Any Bargaining Unit employee given an out-of-town assignment shall receive his regular rate of pay

at the applicable rate for the time worked (i.e. regular day). In addition, the employee shall be reimbursed for all verified reasonable, and actual expenses thereof.

SECTION 36.4. **Trade days** - Employees shall be allowed by mutual agreement to trade days off on the same shift, or shifts within the same week where the employees are assigned to different shifts, providing said trade shall not create any additional cost to the City. The Employer/Department Head shall not unreasonably deny, but the employee must have the advance approval of the Employer/Department Head to trade days off.

SECTION 36.5. **Clean up time** – The parties agree that normal clean up time, in each department, shall be scheduled on an as needed basis by the Department Head, as required.

SECTION 36.6. **Savings Bonds and United Appeal** – The City agrees to deduct from employees giving written authorization any monies for the U.S. Savings Bond Program and the United Appeal Payroll Deduction Program and remit such withholdings to the proper agency, whenever feasible.

SECTION 36.7. **Mileage Allowance** - The Employer shall pay mileage in accordance with the U.S. Internal Revenue Service's allowable when an employee is required to use his personal vehicle on City business.

SECTION 36.8. Employees will receive portal-to-portal pay for training sessions, conferences, seminars, and out of town work assignments.

In those instances, where an overnight stay is required, the employee will receive their regular eight (8) hours pay, per day, plus their portal-to-portal pay for going there and back.

SECTION 36.9. The parties agree that from time to time additional on-the-job orientation, training, and courses at accredited schools and/or colleges, or by way of workshops or seminars, may be necessary as a result of new job technology, etc. The parties will meet, confer, and mutually agree to establish such necessary and additional training during the life of this Agreement.

SECTION 36.10. The City agrees to reimburse employees their costs associated with attending and passing approved college courses of study. Such reimbursement costs shall include all tuition costs and corresponding lab fees, if applicable. Reimbursement will be made upon proof of tuition payment and official transcript of passing grades from the appropriate institute. The City reserves the right to limit the number of courses per calendar year.

SECTION 36.11. The parties agree that when the Daylight Savings Time changes in the spring, any such employee working may utilize an hour of comp time or vacation to make their forty (40) hours in that week. In the fall, employees will receive an additional hour of overtime.

ARTICLE 37
UNIFORM ALLOWANCE

SECTION 37.1. The City will maintain a uniform allowance as follows for the life of the Contract:

Annually $450.00 for all employees, except school crossing guards will be $250.00. Part-time employees shall receive the initial issue an then in the second year they shall receive $250.00 annually.

SECTION 37.2. Employees may be required to document uniform purchase by submitting paid invoices to the Department Head for purchase verification.

SECTION 37.3. The employees may request the Employer to consider replacement of any uniform items damaged or destroyed. The Employer may replace these items at his discretion.

SECTION 37.4. Should any employee resign or retire before the end of the year, he shall be required to return all items to the Employer such as equipment, uniforms, etc. Annual clothing material costs shall be deducted from the employee's last paycheck on a pro rata basis.

SECTION 37.5. Uniform checks shall be issued in lump sum on the second pay period in January of each year.

SECTION 37.6. Definition Uniform Allowance: W.W.T.P.; Service Department; W.T.P.; Cemetery; Finance Department.

1. In accordance with Article 37, Section 1, the Wastewater Treatment Plant, Water Treatment Plant, Cemetery, Service Department and Finance Department are entitled to a uniform allowance of $450.00 annually. Upon completion of their probationary period, each full time employee shall be supplied five (5) uniforms and one (1) jacket, which shall be deducted from their uniform allowance.

2. All items must be prior approved by the City Manager, Department Heads or their designee. Allowable items shall include the following:

   Jackets, work boots, work shoes, coveralls, work winter gear.

3. Safety gear and wet weather gear shall continue to be provided as determined by the City.

   The replacement and/or repair of such items shall be determined by the City.

   The Employer may require employees to return uniforms and/or jackets upon leaving employment with the City.

4. Permanent part-time employees assigned to W.T.P./W.W.T.P. shall receive an initial issue of two (2) uniforms, one (1) jacket, and one (1) pair of work boots. Replacement of such items shall be determined by the City.

5. School crossing guards will receive an initial bag limit of a winter coat, winter gloves, winter hat, rain gear, fall and spring jacket; replaced by the City when worn out.

   New employees (s) hired will get their initial issue upon hire and after one (1) year will get their annual uniform allowance of $250.00.

   A temporary school crossing guard employee will only get their initial issue, limit one, and if they ever become a permanent employee, will get their Contract provision rights.

6. Finance Clerks initial issue limit are four (4) blazers; four (4) vests; and eight (8) pair of slacks.

   New employee (s) will get their initial issue limit in their first calendar year of employment, as defined herein, and in their second calendar year, employee (s) will receive their uniform allowance as defined by the Contract.

ARTICLE 38
SHIFT DIFFERENTIAL

SECTION 38.1. The City agrees that employees working on the second shift and the third shift shall receive a shift differential as follows:

		2012	2013	2014
A. Second Shift		.45	.45	.45
B. Third Shift		.65	.65	.65

SECTION 38.2. The shift differential shall be added to the applicable rate of pay for all purposes herein.

ARTICLE 39
SEVERABILITY

SECTION 39.1. The Agreement is subject to all applicable Federal and State laws, including Civil Rights, Affirmative Action, Unemployment Compensation, Worker's Compensation, and the Public Employees Retirement System, and shall be interpreted whenever possible so as to comply fully with such laws, provisions, or any official decision interpreting them. However, this Section shall not be interpreted as restricting the parties in negotiations where they have exceeded the benefits established by law. Nor does it establish, except for those areas outlined above, any minimum requirements to be established by law.

SECTION 39.2. If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected. In the event any provision herein is so rendered invalid, upon written request of either party, the Employer and the Union will meet promptly and attempt to negotiate a mutually satisfactory replacement for such provisions.

ARTICLE 40
WAGES

SECTION 40.1. Base Rate of Pay

JOB CLASSIFICATION	Previous 2014	01-Jan 2015
Foreman, GSD, EDS	28.02	28.02
Auto Mechanic I	18.51	18.51
Auto Mechanic II	19.56	19.56
Auto Mechanic III	22.44	22.44
Class I, Operator, WTP	21.43	21.43
Class II, Operator, WTP	22.43	22.43
Class III, Operator, WTP	23.51	23.51
Class I, Operator, WWTP	21.43	21.43
Class II, Operator, WWTP	22.43	22.43
Class III, Operator, WWTP	23.51	23.51
Building Maintenance Tech.	18.43	18.43
Equipment, Operator I	22.12	22.12
Equipment, Operator II	23.12	23.12
Finance Clerk I	19.38	19.38
Finance Clerk II	20.39	20.39
Laborer I	16.36	16.36
Laborer II	18.04	18.04
Meter Reader	19.77	19.77
Water Distribution Tech. I	21.55	21.55
Water Distribution Tech. II	22.61	22.61
Sewer Collection Tech. I	21.55	21.55
Sewer Collection Tech. II	22.61	22.61
Water/Sewer Tech. I	25.35	25.35
Water/Sewer Tech. II	26.36	26.36
Uncertified Operator, PT, WTP/WWTP	16.68	16.68
Certified Operator, PT, WTP/WWTP	18.20	18.20
School Crossing Guard	13.29	13.29
Service Tech I	19.08	19.08
Service Tech II	20.06	20.06
Service Tech III	21.06	21.06
Uncertified Operator I, Probationary	20.36	20.36
Uncertified Operator II	20.68	20.68
Unskilled Labor	14.06	14.06
Laboratory Operator, WWTP, Prov.	23.51	23.51

SECTION 40.2. Newly employed employees shall start at five percent (5%) less than the classification rate hired for. Employees shall proceed to the regular rate after successfully completing their probationary period.

SECTION 40.3. The employer agrees to pay twenty-five cents ($.25) per hour for each of the Full Bacteriological Analysis Certificate and the Full Chemical Analysis Certificate issued by the Ohio EPA at the Water Treatment Plant. No compensation will be given for the operational Chemical Analysis, as it is required by the Ohio EPA to be a Water Plant Operator in the State of Ohio. If the Ohio EPA ever mandates this for Waste Water Treatment plants this will then include those operators having one or both certificates.

SECTION 40.4. The parties agree that part-time permanent employees shall receive benefits for all days worked on a pro rata ***basis for*** vacation and sick leave benefits only.

SECTION 40.5. (Understanding – 02/05/03) A meter reader who has obtained the Backflow Prevention/Cross Connection License will receive Fifty Cents ($.50) per hour additional to their base rate of pay.

SECTION 40.6. (Understanding – 02/05/03) The employee who performs the Lab Technician work in the Wastewater Plant, will receive an additional One Dollar ($1.00) per hour to their base rate of pay.

SECTION 40.7. A Park and Cemetery employee who has an Ohio Department of Agriculture Pesticide Applicator License shall be paid twenty cents ($.20) per hour for each license that has an application to the City of Clyde as determined by the City Manager.

SECTION 40.8 A one-time wage adjustment of 10% to the hourly rate of each member. There will be a wage reopener only for the 2013 year of the contract and a wage and insurance opener for year 2014. The wage adjustment shall go into effect starting the pay period payable on 11/4/2011.

ARTICLE 41
U.S. DRUG FREE WORKPLACE/E.A.P.

SECTION 41.1. The parties agree that they shall meet, confer and to otherwise bargain in good faith regarding the U.S. Drug Free Work Place Act and an Employee Assistance Program during the term of this Collective Bargaining Agreement.

SECTION 41.2. The parties will utilize Article 5 Labor/Management meetings for purposes of these negations (s).

SECTION 41.3. The negotiated U.S. Drug Free Work Place Act and Employee Assistance Program recognition will be attached to this Contract as Appendix "C" when negotiated.

ARTICLE 42
ADA

SECTION 42.1. The parties agree that they shall meet, confer, and to otherwise bargain in good faith regarding A.D.A. 4123 O.R.C., the Ohio and Federal Rehabilitation Act, when and if same is necessary regarding an employee's ability to perform various employment functions.

ARTICLE 43
DURATION

SECTION 43.1. This Contract shall be effective on the date of ***January 1, 2015*** and shall remain in force and effect until ***December 31, 2017,*** 12:00 midnight, provided however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written, unless either party gives written notice to the other party of their desire to negotiate, modify or amend this Contract. The party desiring to negotiate, modify or amend this Contract between the parties shall give written notice no earlier than one hundred twenty (120) calendar days, nor no later than ninety (90) calendar days prior to the expiration date of this Contract. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent to negotiate.

SECTION 43.2. Notwithstanding Article 43.1 above, the parties agree to a reopener of Article 30 Hospitalization and Article 41, Wages Effective January 1, 2016. The notice period for the reopener shall be not less than sixty (60) days prior to the anniversary date of the collective bargaining agreement. Article 14, No Strike/No Lockout shall be waived for purposes of this reopener. The reopener shall be conducted in accordance with O.R.C. 4117.

Notwithstanding Article 43.1 above, the parties agree to a reopener of Article 30 Hospitalization and Article 41, Wages, Effective January 1, 2017. The notice period for the reopener shall be not less than sixty (60) days prior to the anniversary date of the collective bargaining agreement. Article 14, No Strike/No Lockout shall be waived for purposes of this reopener. The reopener shall be conducted in accordance with O.R.C. 4117.

SECTION 43.3. The parties may utilize the services of the Federal Mediation and Conciliation Service, U.S. Government, provided both parties mutually agree. In the initial meetings between the parties, the parties shall establish the bargaining guidelines for the conduct of negotiations. Said guidelines may include a voluntary dispute resolution procedure.

For the City:

Paul H. Fiser, City Manager

Craig R. Davis, Finance Director

Bruce Gower, Police Chief

For the Union:

The City of Clyde
222 North Main Street
Clyde, Ohio, 43410

AFSCME, AFL-CIO, LOCAL 1940
Ohio Council 8

APPENDIX "A"

GRIEVANCE REPORT
AFSCME OHIO COUNCIL #8, LOCAL 1940

Employee's Name_____

Employee's Classification_____Date_____

Department_____Supervisor_____

Employee's Signature_____

Union Representative's Signature_____

Grievance_____Date Submitted

_____Step 1. _____ _____

_____Step 2. _____ _____

_____Step 3. _____ _____

_____

_____

_____

Article of Contract Violated_____

Remedy Desired_____

****

Step 1 Answer_____

_____Supervisor_____Date_____

Step 2 Answer_____

_____Supervisor_____Date_____

Step 3 Answer_____

_____Supervisor_____Date_____

APPENDIX "B"

UNION DUES AND FEES

Effective: January 1, 2002
(See Section 4.2)

MEMBERS AND FAIR SHARE FEE PAYERS		MINIMUM DUES
FULL-TIME MEMBERS OR FAIR SHARE FEE PAYERS	100%	
PART-TIME MEMBERS OR FAIR SHARE FEE PAYERS	75%	
PART-TIME MEMBERS OR FAIR SHARE FEE PAYERS	50%	

100% ***Full-time employees*** who are normally scheduled for 21 or more hours per week.

75% Part-time employees who are normally scheduled for greater than 12 hours, but less than 21 hours per week.

50% Part-time employees who are normally scheduled for 12 or fewer hours per week.

APPENDIX "C"

U.S. DRUG FREE WORK PLACE ACT/E.A.P.
"DEFINED"