



AN AGREEMENT

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Between the

CITY OF RITTMAN, OHIO

And

OHIO COUNCIL 8 AND LOCAL 3307, BOTH OF THE  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

**EFFECTIVE: January 1, 2015**  
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ARTICLE I  
PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Rittman, hereinafter referred to as the "Employer" and Ohio Council 8 and Local 3307, both of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE II  
PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement, with the Union, reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of wages, hours, benefits and other terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Rittman; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion, as provided by the Collective Bargaining Agreement.

ARTICLE III  
MANAGEMENT RIGHTS

3.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the number of hours to be worked by its employees 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 15) terminate or eliminate all or any part of its work or facilities.

3.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its workforce 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 and shall not be subject to the Grievance Procedure herein contained.

ARTICLE IV  
RECOGNITION

4.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to all matters pertaining to wages, hours and other terms and conditions of employment for the bargaining unit classifications consisting of all full-time and regular part-time employees in the maintenance technician I and II classifications.

4.02 Excluded from the bargaining unit are: City Manager's secretary; accounting clerks; confidential, management, casual and supervisory employees; and, all other employees in the Division of Public Safety.

4.03 In the event the City establishes a classification which did not exist on the effective date of the Agreement and where there exists a community of interest, the City shall give written notice to the Union. Upon written request by the Union, the City will meet and confer about including the new classification in the existing bargaining unit. If the parties are unable to agree, and impasse on the issue exists, the Union may petition the State Employment Relations Board for unit clarification, in accordance with Chapter 4117.

4.04 Supervisors may perform work to instruct or train employees, in a bona fide emergency, when bargaining unit employees are not readily available, or to the extent that bargaining unit employees need minimal assistance, but not to the exclusion of bargaining unit employees. Work by supervisors shall not operate to eliminate bargaining unit classifications or jobs.

4.05 Definitions:

Regular part-time: Those employees who perform bargaining unit work on a regular basis and whose hours of work are thirty-nine (39) hours per week and more than 1440 per year. These employees shall be entitled to benefits covered under this Collective Bargaining Unit Agreement on a pro-rated basis.

Seasonal and Intermittent Employees: The Employer shall have the right to hire Part-time seasonal hourly employees whose work shall not exceed one hundred eighty (180) days between April 1 and December 31 of any year. Such employee shall not be considered bargaining unit members.

Casual: Individuals hired at various times throughout the year for specific tasks and whose employment does not exceed thirty (30) days.

Part-time Employees: Part-time employee(s) under this Union Contract will not be subject to the overtime equalization list and will not be scheduled for any regular or emergency overtime. Those employee(s) classification will only be eligible for the following benefits:

1. PERS Pickup
2. Sick Leave Accumulation

ARTICLE V  
NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any employee on the basis of race, color, creed, national origin, age, sex, handicap, marital status, politics or Union membership.

5.02 The parties hereto expressly agree that membership in the Union is at the option of the employee and that it will not discriminate or seek reprisal with respect to representation or Union activity between members and non-members.

ARTICLE VI  
DUES DEDUCTION

6.01 During the term of this Agreement, the Employer shall deduct regular Union dues, fees and assessments from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made in equal amounts from each pay period. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

6.02 A check in the amount of the total dues, fees or assessments withheld from those employees authorizing said deductions shall be tendered to the Treasurer, care of Controller, AFSCME Ohio Council 8, no later than the 15th day of the month succeeding deductions, with a list of those employees for whom deductions have been made in alphabetical order, with a copy of the warrant and listing also forwarded to the Treasurer of the local Union.

6.03 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

6.04 Union assessments or initiation fees shall be deducted upon notification by the Union to the City. The amount to be deducted shall be certified to the payroll officer by the Treasurer of the Union. One (1) month advance notice must be given to the payroll officer prior to making any changes in bargaining unit members dues deductions or other deductions. Transmittal of such deductions to the Union shall be made in the same manner and procedure as provided under Section.02, above.

6.05 The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization card attached hereto as Appendix C, no later than the tenth (10th) day following the deductions. The Union shall be furnished with an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

The Employer agrees to payroll deductions, to include Union dues, initiation fees, and assessments as certified by the Union on the basis of individually signed voluntary check off authorization cards. The signed payroll deduction form(s) shall be furnished to the employee by the Union and then subsequently placed on file with the City Finance Director's office. Upon receipt of the check off authorization, the Employer shall deduct deductions from the biweekly earnings of such employee(s) in the next pay period immediately following the execution of aforementioned check off authorization card.

6.06 Fair Share Fee: All bargaining unit employees who are not members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment.

All bargaining unit employees who do not become members in good standing of the Union are required to pay a fair share fee to the Union, as a condition of employment. This condition is effective sixty-one (61) days from the employee's date of hire or the date this agreement is signed by the parties, whichever is later.

The fair share fee amount will be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee is automatic and does not require a written authorization for payroll deduction.

The deduction of fair share fees will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council 8.

Payment to the Union of fair share fees deducted will be made according to the same provisions of the agreement that govern the payment to the Union of the regular dues deductions.

The payment will be accompanied by an alphabetical list of the names, social security number and current address of those employees for who a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had Union dues deducted.

## ARTICLE VII NO STRIKE/NO LOCKOUT

7.01 The Union hereby affirms and agrees that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slow-down, walk-out, work stoppage, or other concerted interference with or the withholding of services from the Employer.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services, and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slow-down, work stoppage, or other concerted interference with or withholding of services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

7.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of the health and welfare of its citizens, and that any violation of this Article will give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, and any and all other remedies permissible according to law.

7.04 The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

ARTICLE VIII  
UNION RIGHTS/REPRESENTATION

8.01 The Union shall have the exclusive right to determine and select representatives as they deem necessary. Representation shall be without interference, restraint, coercion or discrimination from the City. Representation shall not be withheld for any reason whatsoever and shall be at no loss of pay or benefits during normal working hours.

8.02 Ohio Council 8 or International Representatives including local Union officers may consult with employees in designated areas at existing City facilities before or after the normal working hours or during designated employee breaks for the purpose of adjusting grievances, assisting in the settlement of disputes, investigations concerning employee appeals or requests for assistance or carrying into effect the provisions, terms and conditions of this Collective Bargaining Agreement. Such activity may no disrupt the work in progress.

This section shall not preclude attendance at joint Employer/Union meetings relative to grievances or other collective bargaining matters.

8.03 The Union will notify the City in writing of the name, department of its officers, stewards or other local Union representatives to act on behalf of the Union. The Union will keep such notice reasonably current.

8.04 The local Union President or Vice-President shall be permitted time off without loss of pay or benefits to attend disciplinary or grievance related meetings or hearings during working hours, and to process grievances, provided the above notifies their supervisor of such representation rights, with the supervisor not arbitrarily or unreasonably withholding such time off during working hours. Upon prior notification, the City will attempt to provide records requested by the Union President or his designee, necessary for the processing of grievances, related matters, or any reason permitted by law, without charge.

8.05 Officers, stewards and staff representatives of the Union may use City telephones for local calls, during designated employee breaks, for any matter covered under this Agreement, without charge to any employee or the Union.

8.06 The Union may use a designated City facility to hold private meetings with bargaining unit employees, or to hold and conduct Union meetings as the Union deems necessary, after regular working hours, and such use shall not be arbitrarily denied by the City.

ARTICLE IX  
UNION CONVENTIONS/CONFERENCES

9.01 One (1) duly elected Union delegate or alternate shall be granted time off without pay, not to exceed five (5) days, per calendar year, for the purpose of attending Union related seminars, conventions, etc.

9.02 The Union shall give the Employer not less than one (1) month advance, written notice of such conventions, etc., and not less than two (2) weeks written notice of the employee who will be attending.

ARTICLE X  
WORK RULES/REGULATIONS

10.01 The Union recognizes that the Employer has the right to promulgate reasonable work rules, regulations, policies and procedures, to regulate the personal conduct of employees, and the conduct of the employee services and programs.

10.02 At least ten (10) working days prior to implementation of any work rules, regulations, policy or procedure which affects members of the bargaining unit, the City shall post a copy on all bulleting boards, with a copy forwarded to the Union President, or his designee, the same day of posting.

ARTICLE XI  
LABOR-MANAGEMENT COMMITTEE

11.01 A Labor-Management Committee composed of not more than two (2) Union representatives and three (3) Employer representatives shall meet quarterly, or more or less frequently as mutually agreed, at mutually agreed upon times to discuss and make recommendations that:

- a. Will further good relations between the parties;
- b. Will eliminate or alleviate various problems that arise from time to time;
- c. Will further safety in all areas; and
- d. Will establish a line of communication between the parties for the benefit of all.

11.02 Prior to convening a Labor-Management Meeting, the Union president and the Department Head shall establish the meeting's agenda.

ARTICLE XII  
BULLETIN BOARDS

12.01 The Employer agrees to provide bulletin boards, not less than 1 1/2' x 2', in each of the following areas:

- a. Service Garage
- b. Water Treatment Plant
- c. Utilities Garage
- d. Finance Department

12.02 The bulletin boards shall be located near the employee time clocks and may be used for the following notices.

- a. Recreational and social affairs of the Union;
- b. Union elections and nominations;
- c. Union committee reports and activities;
- d. Union elections and nominations and activities thereto;
- e. Union meetings;
- f. Union bulletins, newspapers and periodicals;
- g. Union agreements, supplemental or addendum agreements;
- h. Union representatives, stewards, officers or officials;
- i. Rulings or policies of the International Union, Ohio Council 8, or Local Union.

12.03 Notices or postings shall not contain anything of a political nature or reflecting upon the City, any of its employees or officers, or the labor organizations.

12.04 Copies of all material to be posted shall be provided to the Employer at the time of posting.

#### ARTICLE XIII DISCIPLINE

13.01 Any non-probationary employee who is suspended, disciplined or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee has the right to confer with a representative of the Union.

13.02 Disciplinary action taken by taken by the Employer shall only be for just cause.

13.03 Discipline shall normally be applied in a corrective progressive manner. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to suspension or discharge.

13.04 The City shall serve the Union President or his designee a copy of any disciplinary action taken against any employee immediately after such action.

13.05 Records of disciplinary action not resulting in time off which are two (2) years old, may, upon written request of the employee and subject to the following criteria, be removed from the personnel file:

- a. There has been no occurrence of a similar type incident within the two (2) year period.

holiday shall be considered as one (1) of the unpaid suspension days provided for in the disciplinary action. Any disciplinary action that involves a suspension or discharge may be appealed through the Grievance Procedure, beginning at Step 3.

13.07 The Employer agrees that all disciplinary actions against any bargaining unit employee shall be carried out in a private and businesslike manner.

#### ARTICLE XIV PROBATIONARY PERIOD

14.01 The probationary period for all newly hired employees shall not exceed one hundred twenty (120) days. Employees shall have no seniority during probationary periods, however, upon completion of the probationary period, seniority shall start from date of hire.

14.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained.

#### ARTICLE XV SENIORITY

15.01 Seniority shall be defined as an employee's length of continuous full-time employment with the Employer, exclusive of employment pursuant to CETA, JTPA, PIC or the like. A newly hired probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at that time said probationary period shall be added to such employee's total length of continuous employment.

15.02 An employee's seniority shall be terminated when one (1) or more of the following occur:

- a. He resigns;
- b. He is discharged;
- c. He is laid off for a period exceeding eighteen (18) months;
- d. He retires;
- e. He becomes unable to perform his job duties due to illness or injury, not job related, and is unable to return to work upon the expiration of any leave applicable to him
- f. He refuses a recall or fails to report to work after the Employer send thee employee a recall notice, pursuant to the Layoff/Recall Article, herein.

15.03 If two (2) or more employees are hired on the same date, their relative seniority shall be determined by the drawing of lots.

15.04 Seniority shall be brought up-to-date by the City as of the signing of this agreement, and each January 15<sup>th</sup> thereafter, showing the employee's name, title, pay range/step, rate of pay, date of hire, department working in, and in order of seniority with a copy forwarded to the President of Local 3307 by January 15<sup>th</sup>, of each year and as soon as possible after the signing of this Agreement.

ARTICLE XVI  
LAYOFF AND RECALL

16.01 Where, because of lack of work, lack of funds or reorganization, resulting in abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its workforce, the Employer shall give written notice to the Union President or his designee no less than fourteen (14) days in advance of any such layoff, indicating how many employees will be affected and what department(s) are being reduced, along with written adequate documentation, verification and proof of such reorganization, lack of funds or lack of work. Such reductions shall be made in accordance with the provisions hereinafter set forth.

16.02 Employees within affected departments shall be laid off according to their relative seniority (within the department) with the least senior employee being laid off first, providing that all probationary employees within the affected job title(s) are laid off first.

16.03 Employees who are laid off from one (1) job title may displace (bump) another employee with lesser seniority in a lower rated job title within the same department.

**Excluding "Retire/Rehire employees" for the purpose of layoffs, water plant and wastewater plant licensing will hold seniority over employees with no license.**

16.04 Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in a lower rated job title pursuant to the provisions of paragraph above.

16.05 At the end of the bumping process, the employee who is bumped and unable to bump another employee pursuant to the above provisions, shall be laid off.

16.06 Employee(s) who are laid off, shall have the option of bumping another employee pursuant to the above provisions or being directly laid off by the Employer.

16.07 In all cases where one (1) employee is exercising his seniority to bump another employee, his right to bump into another department is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to bump.

16.08 Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for eighteen (18) months from the date of his layoff.

16.09 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report for work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

16.10 Employee(s) scheduled for layoff shall be given a minimum of seven (7) days advance notice of layoff.

16.11 Each notice of layoff shall contain the following information:

- a. The reason for layoff or displacement;
- b. The date of layoff or displacement becomes effective;
- c. The employee's seniority date in the classifications;
- d. A statement advising the employee of the right to recall and re-employment.

16.12 In the event an employee refused recall to a classification other than that from which he was laid off, such employee shall lose recall rights for the original classification. If said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

16.13 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the City may grant a reasonable extension, not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension) such employee shall be by-passed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

16.14 A laid off employee will be recalled to the first available job position that they may be qualified to perform in accordance with their seniority. For the purpose of recall, it shall be the employee's responsibility to have a current address on file with the City.

16.15 Recall lists shall be kept current by the City and posted on the bulletin boards agreed to by the Union. The Union President shall be furnished and/or forwarded a copy of all recall lists as they are made current by the City.

## ARTICLE XVII WORKDAY AND WORK PERIOD

17.01 The normal work-period for regular full-time employees shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day, exclusive of the time allotted for meals during the work period starting at 12:01 a.m., Monday, and ending at midnight, Sunday. The schedule for regular part-time employees will be in accordance with the schedule at the time of this Agreement. Employees shall normally work 7:00 a.m. to 3:00 p.m.

17.02 This Article shall not be construed as a guarantee of hours of work per day or per week. In the event it is necessary to modify the hours of work, or work period, from those existing at the time of this Agreement, the Employer will meet with the Union and discuss the situation and attempt to reach an agreement on the proposed action to be taken.

17.03 All employees will be allowed a maximum of twenty (20) uninterrupted minutes for a scheduled, paid, lunch period, which is to be taken at a time designated by the Employer, on or near the middle of the workday.

17.04 All employees covered under this Agreement shall be permitted breaks, which shall be no less than fifteen (15) minutes midway between the start of the shift and the lunch break, and midway between the lunch break and the end of the shift, as designated by the Department Head.

periods not to exceed five (5) minutes, prior to lunch periods and prior to quitting times when made necessary by job assignments, working conditions, and/or weather and seasonable conditions.

17.06 Any employee arriving late for work, except for extenuating or emergency situations approved by the employee's supervisor, may be docked for the actual time of tardiness. An employee who established a pattern or tardiness abuse may be subject to disciplinary action.

17.07 The Employer expressly reserves the right to add a second or third shift as may be necessary, either seasonally, or operationally. In the event such second or third shift is added the Employer agrees to pay employee actually working hours on such second or third shift a differential of \$0.20 per hour.

**17.08 All computations for payment of overtime shall include credit for paid authorized leaves.**

#### ARTICLE XVIII OVERTIME/CALL-IN/REPORT-IN PAY

18.01 Employees shall be compensated at the rate of one and one half (1 1/2) times his regular hourly rate for all hours in excess of forty (40), to include vacation, holidays, and Comp Time in the seven (7) day work period, providing the employee works his last scheduled day before and after the holiday, and excluding sick leave as part of the forty (40) after two (2) sick days per calendar year. Any hours worked beyond the regular workday or work- period shall be at the sole discretion of the Department Head or his designee.

18.02 Any employee called into work between 3:00 p.m. and 7:00 a.m., shall be guaranteed a minimum of three (3) hours of pay, or work at the appropriate rate.

18.03 Compensatory Time In lieu of overtime pay as provided in Section 18.01 above, an employee may elect to take compensatory time. Compensatory time shall be granted, at the Employers discretion, at the rate of one and one-half (1.5) hours of compensatory time off for each hour of overtime worked up to forty (40) hours.

#### ARTICLE XIX EQUALIZATION OF OVERTIME

19.01 The Employer will attempt to distribute overtime work in a fair and equitable manner ,providing that such attempts do not impair the orderly and efficient operation of the effected department.

19.02 The Employer shall maintain two (2) overtime rosters; one (1) roster for those employees not wanting to be called for casual overtime and one (1) roster for those employees wanting to be called for overtime with such list for employees in both the Utility and Street Department which shall be equalized among such employees who perform overtime and will include, but not be limited to, overtime for snow removal, cemetery burials, and water and sewer breaks which may occur after regular working hours. In the event an insufficient number of employees accept the overtime work or the employees accepting the overtime work are, at the Employer's discretion, unable to either efficiently or adequately perform the work, the Employer may assign the overtime work to those individuals it determines are necessary to adequately and efficiently perform the work. Overtime shall be equalized separately, among licensed water plant and wastewater plant employees who work scheduled overtime, and among unlicensed employees.

and displaced within the employee reporting area. Overtime hours shall be recorded on this list as soon as practical after the employee(s) works the hours. An employee who is offered overtime work and for any reason refuses or fails to work the overtime, shall, for the purposes of overtime equalization, be credited with the overtime hours as if he had worked the hours. Employee(s) who are unavailable to be contacted by phone shall be treated similarly.

19.05 Any employee, whose daily job assignment carries over into overtime, shall be entitled to the first right of refusal for such overtime work. Such overtime shall be chargeable.

19.06 Employees are also entitled to sign a waiver that allows them to be taken off of the causal overtime list, but if the employee decides to be reinstated to the overtime list then he/she shall be charged with the highest number of overtime hours within the employee's classification.

For purposes of this Article only, an employee who has reported sick or failed to report for work on a day when overtime hours are offered shall, for purposes of overtime equalization only, be credited with the offered overtime hours as if he had actually worked the overtime hours.

## ARTICLE XX JOB DESCRIPTIONS

20.01 Any newly created non-supervisory job classification(s) with exception of those classifications which would be appropriate to those categories excluded from this Agreement, the City shall notify the Union within ten (10) days of the establishment of any such classification and the parties shall meet for the purpose of negotiating a wage rate. If the parties cannot agree on a wage rate, the matter will be submitted to Arbitration pursuant to the Grievance Procedure. The City shall establish a job description for the classification. The job duties shall not infringe on the job duties of other classifications.

## ARTICLE XXI OUT OF TITLE WORK

Deleted – No longer pertains to contract

## HOLIDAYS

22.01 All full-time employees shall be entitled to the following paid holidays, per calendar year:

New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day after Christmas
Labor Day	3 Floating Holidays

22.02 The three (3) floating holidays may be taken at any time, and may be taken in minimum increment of four (4) hours, with written notice and approval by the Department Head.

22.03 If an employee is required to work on one (1) of the above scheduled holidays, he shall receive his holiday pay (8 regular hours) plus either straight time or time and one-half (1 1/2), as appropriate, for the time actually worked.

22.04 When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

22.05 Holidays shall not be carried over into the succeeding year.

22.06 In order to be compensated for a holiday, the employee must actually work his scheduled last day before and after, the holiday itself, if scheduled, unless a physician slip denoting the employee's illness or that the employee was under the care of a physician is furnished.

## ARTICLE XXIII VACATIONS

23.01

### VACATION LEAVE.

Vacation leave shall be accumulated for all full-time employees whether salaried or on an hourly basis as follows:

Full Years' Service	Hours of Paid Vacation
1 - 5	80
6 - 10	120
11 - 15	160
16 - 20	200

Vacation will be computed at each payroll by the following formula:

For 80 hours vacation per year – 80 divided by 26 = 3.08 hours per pay period

For 120 hours vacation per year – 120 divided by 26= 4.62 hours per pay period

For 160 hours vacation per year - 160 divided by 26 = 6.15 hours per pay period

For 200 hours vacation per year – 200 divided by 26 = 7.69 hours per pay period

Employees may accrue vacation, up to a maximum of that amount of vacation which may be earned in a two year period.

23.03 Employees shall select vacation time off, by seniority, not later than March 15<sup>TH</sup> of each year. In the event an employee has not selected vacation pursuant to this Article, his vacation time off shall be subject to the approval of the Department Head.

23.04 Employees that have accrued their maximum amount of vacation time will forfeit any new vacation time accrued in excess of the maximum allowable accruable amount.

23.05 Vacation time may be taken in minimum segments of four (4) hours. However, when vacation is taken in four (4) hour segments, it shall be to a maximum of three (3) days, annually.

23.06 Prior service with the County or any political subdivision of the state or service with the City of Rittman pursuant to CETA, JTPA, or the like shall not be used in determining service credit for purposes of vacation accumulation.

23.07 A bargaining unit employee who retires or voluntarily leaves employment shall be paid at their current rate of pay for any earned but unused vacation leave, at the time of leaving the employment of the City.

23.08 If any employee dies while in the employ of the City, the employee's spouse shall be paid the current rate of pay for any earned but unused vacation leave to that employee's credit. If no spouse survives, paid then to the employee's estate.

#### ARTICLE XXIV SICK LEAVE

24.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury or pregnancy to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

24.02 All employees shall earn sick leave at the rate of four and six-tenth (4.6) hours for every eighty (80) hours worked or on authorized leave and may accumulate such sick leave to an unlimited amount, provided no employee can earn or accrue more than one hundred twenty (120) hours in any calendar year.

24.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent, except where extenuating circumstances prevail.

24.04 Sick leave may be used in segments of not less than one (1) hour.

24.05 Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Employer and paid by the Employer. In any event, an employee absent for more than two (2) days must supply a physician's report to be eligible for paid sick leave.

24.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Employer, at his sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Employer's sole discretion, be considered an unauthorized leave and shall be without pay. Provisions of this Section shall not be applied in an arbitrary or unreasonable manner.

24.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

24.08 The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

24.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children, or parents actually residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, step parents, spouse, child, step children, brother, sister, father and mother-in-law, grandparents, aunt and uncle.

24.10 Upon the retirement of a full-time employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half (1/2), the total number of accumulated but unused sick hours earned by the employee, as certified by the Employer, providing that such resulting number hours to be paid shall not exceed six hundred and fifty (650) hours.

24.11 On a quarterly basis, the Employer will compensate any full time employee, who has a minimum of 400 hours of accumulated sick leave, with eight (8) hours of pay at their normal rate in exchange for sixteen (16) hours of sick leave accumulated under this Article. It is recognized that this incentive is not compulsory and intended to reward the employee for his/her attendance.

#### ARTICLE XXV MILITARY LEAVE

25.01 The parties agree that Military Leave shall be in accordance with Ohio and Federal law, and Administrative Codes thereto.

ARTICLE XXVI  
JURY DUTY PAY/COURT LEAVE

26.01 The City shall grant Jury Duty/Court Leave with full pay to any employee who is summoned for jury duty by any court of competent jurisdiction or if the employee is subpoenaed to court and required to testify about a matter resulting from his duties as a City employee.

26.02 Any compensation or reimbursement for jury/court duty received by the employee from the court, when such duty is performed during an employee's normal working hours, shall be turned over to the City.

26.03 Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

26.04 Any employee on jury duty/court leave must return to work if two (2) or more hours remain in the employee's regular work day, upon release from court.

ARTICLE XXVII  
FUNERAL LEAVE

27.01 The purpose of the Funeral/Bereavement leave is to allow an employee to be with his/her family due to the loss of an immediate family member. The Employer recognizes that the loss of an immediate family member may be a stressful and difficult period for an employee. Therefore, an employee may utilize up to two (2) consecutive scheduled work days with pay, for the purpose of attending the funeral calling hours and funeral service of the employee's immediate family member. An employee is not to misuse the funeral leave.

27.02 If the death in the immediate family requires that the employee travel more than 300 miles, the Employer may, at their discretion and at the request of the employee, allow up to two (2) additional work days as Funeral leave. Any additional time granted must be requested by the employee and shall utilize either sick leave or vacation leave, at the option of the employee subject to the approval of the Employer.

27.03 Upon making leave application for benefits under this article, the employee may be required to furnish proof of death, relationship of the deceased, and proof of attendance at the funeral.

27.04 For the purposes of this Article, immediate family shall be defined to the same parameters as is contained in the Sick Leave Article (24.09).

ARTICLE XXVIII  
INJURY LEAVE

28.01 When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for paid leave, in the amount provided by Workers' Compensation, not to exceed sixty (60) calendar days from the injury date, providing that he files for Workers' Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as weekly compensation as determined by law for that number of weeks he receives benefits under this Article. Such leave shall commence after the employee utilizes his sick leave for the first five (5) work days. Sick leave will be reimbursed to the extent of the Workers' Compensation benefits received by the Employer. Employee sick leave, if available, will be permitted to be used to make up the difference between the amount of Workers' Compensation received and the amount of the employee's regular weekly wage.

28.02 If at the end of this sixty (60) calendar day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional sixty (60) calendar day period.

28.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to return to work due to the injury as a condition precedent to the employee receiving benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

ARTICLE XXIX  
PREGNANCY, CHILDBIRTH AND RELATED MEDICAL CONDITIONS LEAVE

29.01 The Employer, upon written request of a pregnant bargaining unit employee, shall grant such employee a leave of absence without pay, subject to the following:

A. Length of Leave

Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six (6) months. If the employee is unable to return to active work status within six (6) months, such employee may be granted a reasonable extension,

B. Physician's Certificate

A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth or related medical conditions.

C. Sick Leave Usage

Upon request a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as provided under Article XXX.

D. Vacation Leave Usage

A pregnant employee shall, upon request, be permitted to use any or all of the employee's accumulated vacation leave at any time prior to or following childbirth.

E. Request for Leave

Requests for leave of absence, sick leave, personal leave or vacation leave made pursuant to this Article is administered by the City and its internal line of supervision.

ARTICLE XXX  
UNPAID LEAVES OF ABSENCE

30.01 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay because of injury, illness, education purposes, employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer.

30.02 All leaves of absence of five (5) days or more (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within five (5) working days from the date the application was made of the approval or disapproval of the leave of absence request for ten (10) working days or less. For a leave request in excess of ten (10) working days, the employee will be notified within two (2) weeks from the date the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall not accrue any benefits during his absence, including seniority.

30.03 Leaves of absence will not be granted for the employee to seek employment with another Employer, nor shall any employee work for another Employer during the time period he is on leave. Any employee who works for another Employer while on leave shall have his leave canceled immediately and be subject to disciplinary action.

30.04 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

30.05 An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

30.06 Employees absent from work without authorization or approval shall be considered on an unauthorized leave. An unauthorized leave for a period of more than two (2) eight (8) hour consecutive working days may, at the Employer's discretion, subject the employee to disciplinary action, including discharge.

#### ARTICLE XXXI FAMILY AND MEDICAL LEAVE ACT

31.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993.

#### ARTICLE XXXII VACANCIES AND JOB POSTINGS

32.01 When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay, and the date of the posting and bid deadline date.

32.02 Any employee wishing to apply for the posted vacancy must submit his application in writing to the City Manager's office by the end of the posting period in order to be considered for the position. The written application form is attached hereto as Exhibit "B".

32.03 If more than one (1) qualified employee applied for a vacancy, the vacancy shall be awarded to the employee who has highest degree of qualifications, skill, experience and ability to perform the work in questions, as determined at the discretion of the Employer. If the qualifications, skill, experience and ability of the two (2) or more qualified applicants are substantially equal, seniority shall govern.

32.04 The effective date of the promotion shall be as soon as possible, but no later than sixty (60) days after the selection has been made, and once the selection has been made, the Employer will notify all applicants and the Union President, or his designee of the selection.

32.05 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a sixty (60) day period of time, pending the Employer's determination to fill the vacancy on a permanent basis.

32.06 An employee who is awarded a new job title shall be required to satisfactorily complete a ninety (90) day probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined, at the Employer's discretion, that the employee cannot satisfactorily perform the new job, he will be returned to his previously held position at this prior rate of pay.

32.07 If no applications are received or if the Employer determines that non of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

32.08 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.

#### ARTICLE XXXIII TRAINING

33.01 Any employee who desires to attend job related training courses or schools, may so notify the Employer, not less than two (2) weeks prior to the commencement of the course or school.

33.02 Attendance at such course or school shall be at the discretion of the Employer.

33.03 The Employer agrees to reimburse employees for approved expenses incurred pursuant to paragraph .01, above, only if the employee meets or exceeds the following criteria:

- a. The employee successfully completes the course or school attended by obtaining a passing grade at 75% or better, and obtains the licenses or certificate for which the school or course was given.
- b. Employees are responsible for maintaining their own license renewals. They need to advise supervisors of available mandatory classes or upgrades needed to keep licenses current. Failure to keep licenses current may be grounds for disciplinary action.

#### ARTICLE XXXIV INSURANCE

34.01 Beginning with the execution of this agreement employees enrolled in the City's Health plan shall pay 20% of the monthly premium through payroll deduction. The balance of the premium shall be paid by the City. The City agrees to allow Union representatives participate in a Health Insurance Committee each year to help review annual health care insurance.

34.02 In those cases where both spouses are employed by the Employer, only one (1) will be eligible for health insurance coverage, which will be the family plan.

34.03 Employees may "opt out" of the current health insurance by so notifying the Employer, in writing, not later than March 15th of each year.

34.04 An employee who elects to "opt out" pursuant to the above paragraph shall not be permitted to "opt in" during the term of this Agreement, or the successor agreement except for only the following reasons and/or conditions:

- a. If spouse who is receiving health insurance;
  1. dies, or,
  2. is voluntarily laid off from covered employment.
- b. Employee and spouse receiving health insurances, terminate the marriage.

- c. Employees may "opt in" only during the enrollment period for Health care Insurance

34.05 The Employer will provide and pay the full premium for all full-time employees for a life insurance policy with face value of twenty thousand (\$20,000.00) dollars.

34.06 Employee Spouses will not be provided health care insurance if they are employed and have healthcare insurance available to them through their employer.

ARTICLE XXXV  
LONGEVITY

35.01 All employees shall receive annual longevity payments after completion of the required length of continuous full-time service, pursuant to the following schedule:

Upon Completion of:

5 years	--	\$ 800.00
10 years	--	\$1,300.00
15 years	-	\$1,800.00
20 years	-	\$2,500.00
25 years	-	\$2,800.00

35.02 Longevity payments shall be made in lump sum on the basis of completion of the appropriate full years of service in the first pay(check) in December of each year.

ARTICLE XXXVI  
WAGES

**Effective January 1, 2017 it is agreed that the parties shall enter into a wage re-opener.**

36.01 Effective January 1, 2015, employees shall be paid wage rates in accordance with the following schedule.

**It is agreed that the unencumbered fund balance of the General Fund:**

\$500 or above – 2%

\$450-\$499 – 1.5%

\$400-\$449 – 1 %

\$349 - \$399-- ½%

\$348- or below – 0%

If the Non-Union employees of the City, or the Police Union receives COLA wage increases, the AFSCME union members will also receive COLA raises under this condition and agreement. (It is understood that if the non union employees lose their pension pickup benefit and city council does increase compensation for that condition, these raises will not be eligible to the AFSCME Union)

**Effective January 1, 2017 it is agreed that the parties shall enter into a wage re-opener.**

36.02 The following wages and steps reflect current amounts and may change each year of the agreement pending the above wage structure.

	2014							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Maintenance Technician I	\$15.35	15.65	15.98	16.28	16.61	16.92	17.23	17.56

Employees will advance automatically through the steps every six (6) months until the top existing step is obtained.

36.04 The Employer shall continue to "pick up" and not pay more than the following percentages of the employees PERS contribution. In the event that the employees PERS contribution increases during the term of this collective bargaining agreement, the Employer shall pick up the cost to a maximum of 1 1/2%. If the contribution increases above 1 1/2% the employee shall be responsible for such increase. The current employees PERS contribution rate is at ten percent (10%)

#### ARTICLE XXXVII MERIT PAY

37.01 The Employer reserves the right to grant merit pay increases, as it deems appropriate, to those employees it determines have exceeded the standard of job performance required. Such merit pay increases shall be in relationship to Step increases and at the sole discretion of the Employer.

37.02 Removed 7/18/2011

ARTICLE XXXVIII  
LICENSING PAY

38.01 Any bargaining unit employee who obtains an OEPA Water Supply, Water Distribution, Wastewater Plant, Wastewater Collection, Plant Lab License or a Mosquito Spray license shall receive the following increase to their hourly rate, immediately upon receipt of such licensing, so long as such license is maintained and valid according to the following schedule:

Mosquito Spray	\$0.40/hour
Lab Certification	\$0.40/hour
<b>Class I Distribution License</b>	<b>\$0.40/hour</b>
<b>Class II Distribution License</b>	<b>\$0.50/hour</b>
<b>Class I Collections License</b>	<b>\$0.40/hour</b>
<b>Class II Collections License</b>	<b>\$0.50/hour</b>
<b>Class I Water Supply License</b>	<b>\$0.90/hour</b>
<b>Class II Water Supply License</b>	<b>\$1.20/hour</b>
<b>Class III Water Supply License</b>	<b>\$1.80/hour</b>
<b>Class I Wastewater Plant License</b>	<b>\$0.90/hour</b>
<b>Class II Wastewater Plant License</b>	<b>\$1.20/hour</b>
<b>Class III Wastewater Plant License</b>	<b>\$1.80/hour</b>

An employee having more than one (1) of the above licenses shall be entitled to receive the pay for each of the highest class license which he holds. The City shall pay the cost only one (1) time at each licensing level. Operator in Training (OIT) shall be paid as a licensed employee.

**Effective immediately upon execution of this contract licensing pay will only pertain to specific job Functions related specifically to that department for new hires and existing employees.**

Certification Requirement: Every employee shall obtain a certification within thirty (30) months of his/her original date of hire, or transfer from another city department. This minimum licensing requirement shall be necessary for continued employment at the Rittman Water & Sewer Plant. If the employee fails to obtain the Class I operator license from the Ohio EPA for his position within the thirty (30) month period, the employee shall be dismissed.

The City may, at its discretion, waive or extend the time requirements.

38.02 Employees who are required by law to obtain and maintain a Commercial Driver's License and other necessary endorsements will do so with the City paying the cost of the examination. However, should an employee fail to obtain or maintain his Commercial Driver's License or other necessary endorsements as required, he will be demoted to the next lower class which does not require the employee to have a Commercial Driver's License or other necessary endorsements.

38.03 Any employee who receives license pay under this Article may be assigned by the Employer to utilize such license at any work location and duty assigned by the Employer. Failure to perform required license pay work assignments shall result in disciplinary action.

38.04 **Appointed "operators of record" for each plant will receive \$0.25 per hour in addition to their regular p as long as they are consistent with filling out the required OEAP records and documents.**

ARTICLE XXXIX  
MEAL ALLOWANCE

39.01 Employees assigned to work overtime which extends four (4) hours beyond their normal quitting time, shall be granted one (1) fifteen (15) minute, paid, break, to be taken approximately mid-way through such four (4) hour shift.

39.02 In the event a bargaining unit employee is scheduled for overtime of at least six (6) hours, which time abuts his regular eight (8) hour shift, he shall be entitled to a one-half (1/2) hour unpaid lunch break during that time, in addition to any break guaranteed under paragraph .01, above.

ARTICLE XL  
UNIFORM AND EQUIPMENT ALLOWANCE

40.01 The Employer agrees to provide uniforms to the extent provided at the time of this Agreement. Also, the Employer shall provide the tools and equipment it deems necessary to properly perform the work required.

40.02 The Employer agrees to reimburse employees, upon presentation of a paid receipt, not to exceed **One Hundred dollars (\$100.00)** per employee, per year, toward the purchase of safety shoes.

40.03 Employees are permitted to carry over \$100.00 reimbursement if unused, to the succeeding year in accordance with the parties Memorandum of Understanding.

**40.04 During the term of the Collective Bargaining Agreement the parties shall meet to discuss Uniforms that effect bargaining unit employees.**

ARTICLE XLI  
UNSAFE WORKING CONDITIONS

41.01 An employee that becomes aware of a seriously dangerous working condition, not normally a part of his job shall immediately report to the Employer, in writing, the existence of such condition. The Employer shall timely investigate the reported condition and shall remedy the dangerous condition and advise the employee it is safe to work,

41.02 Any employee operating equipment that the employee believes to have a seriously dangerous defect shall report such defect to the Employer, in writing. Upon receipt of such notice of defect, the Employer shall have the equipment inspected by a mechanic, and either repair the equipment or remove from service, as the Employer deems appropriate.

41.03 First aid kits shall be available in City facilities and City vehicles.

41.04 Reasonable protective devices and other equipment necessary to protect employees from accidents and health hazards shall be provided by the City.

ARTICLE XLII  
CONTRACTING OUT/SUBCONTRACTING

42.01 The Employer reserves the right to contract or subcontract out work which requires a degree of specialization not present in the bargaining unit, or is of such an extensive nature that, in the Employer's sole discretion, performance by bargaining unit members is impractical.

42.02 Such contracting out or subcontracting shall not be done for the sole purpose of reducing the employees' work week, or hourly rates of pay, or erosion of job classifications.

42.03 The Employer agrees to notify the Union in the event this Article is utilized.

ARTICLE XLIII  
RESIDENCY BONUS

43.01 Employees who are residents of the City of Rittman shall be entitled to a residency bonus of two hundred and fifty dollars (\$250.00) per year or pro-rated portion thereof.

ARTICLE XLIV  
CAFETERIA PLAN

44.01 The City shall offer to each bargaining unit employee the opportunity to enroll in the City's cafeteria plan at the same premium as all other non-bargaining unit employees.

ARTICLE XLV  
CONFORMITY TO LAW

45.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

45.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

45.03 If a provision of this Agreement is found invalid, pursuant to .01 or.02 above, the parties shall meet within thirty (30) days of notification to negotiate a legal alternative.

ARTICLE XLVI  
TOTAL AGREEMENT

46.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification(s) or discontinuance(s) being subject to any grievance or appeal procedure herein contained.

ARTICLE XLVII  
OBLIGATION TO NEGOTIATE

47.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

47.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively 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 or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

47.03 The Employer agrees to pay not more than two (2) bargaining unit employees of the City of Rittman who are appointed as representatives to serve on the Union Bargaining Negotiations Committee for time spent in meetings with Management to renegotiate this Agreement, pursuant to Article 48, and all other meetings that take place during such employee's regularly scheduled hours on the days in question. The Union shall notify in writing to the City Manager the names of the employees that will be representing the Union.

ARTICLE XLVIII  
GENDER AND PLURAL

48.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, the words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XLIX  
HEADINGS

49.01 It is understood and agreed that the use of headings before Articles or Sections is for convenience only and that no heading shall be used in the interpretation of said Article or Section nor affect any interpretation of any Article or Section.

ARTICLE L  
LEGISLATIVE APPROVAL

50.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE LI  
DURATION

51.01 This Agreement shall become effective at 12:01 a.m. on **January 1, 2015**, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, **December 31, 2017**.

ARTICLE LII  
GRIEVANCE PROCEDURE

52.01 Every employee or the Union shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

52.02 For the purpose of this procedure, the below listed terms are defined as follows:

- a. Grievance A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b. Aggrieved party The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c. Party in interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.
- e. Grievance forms shall be provided by the Union.

52.03 The following procedures shall apply to the administration of all grievances filed under this procedure:

- a. Except at Step 1, all grievances shall include: 1) the name and classification of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, and the Union.
- c. If a grievance affects a group of employees working different locations, with different supervisors, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d. The presentation and processing of grievances shall be conducted only during non-working hours, or as otherwise provided in the Agreement.
- e. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement, the Union is timely notified and permitted to attend the meeting. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or Union in future proceedings.
- f. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- g. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limits, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- h. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

52.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee or the Union who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting during working hours with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and/or the Union and presented as a grievance to the aggrieved party's Supervisor within five (5) days of the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Supervisor fails to give the aggrieved party an answer. The Supervisor shall give his answer to the aggrieved party and the Union within five (5) days of the receipt of the written grievance.

Step 3:

If the aggrieved party or the Union is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the aggrieved party's Department Head within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Department Head shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Department Head shall issue a written decision to the aggrieved party, with a copy to the Union within ten (10) days from the date of the meeting.

Step 4:

If the aggrieved party or the Union is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the City Manager within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decision shall be submitted with the appeal. The City Manager or his designee, shall convene a meeting mutually scheduled with the Union within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, the staff representative, the Union, and any other party necessary to provide the required information for the rendering of a proper decision. The City Manager or his designee, shall issue a written decision to the employee, with a copy to the Union within fifteen (15) days from the date of the meeting. If the Union is not satisfied with the decision at Step 4, the Union may proceed to arbitration pursuant to the Arbitration Procedure, herein contained.

### ARTICLE LIII ARBITRATION PROCEDURE

53.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within forty-five (45) working days after the rendering of the decision at Step 4, or a time limit default by the Employer at Step 4, the Union may submit the grievance to arbitration. Within this forty-five (45) day period, the parties will attempt to mutually agree upon an Arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, the panel members' names will be stricken alternately (Union striking first) until one (1) name remains, who shall be designated the Arbitrator to hear the grievance in question.

53.02 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

53.03 The Arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

53.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

53.05 The fees and expenses of the Arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

53.06 The Arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the Arbitrator shall be final and binding upon the parties.

53.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Dr. John E. Drotning; 2) Dr. Harry Graham; 3) Dr. Paul Gerhart; 4) Allan Wolk; and 5) Marvin Feldman, Esq.

53.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

#### ARTICLE LIX UNION ORIENTATION

54.01 The Union President may request to meet with all employees hired during the prior month for one (1) hour duration, to inform said employees of functions of AFSCME Local 3307. City facilities shall be made available for this purpose.

#### ARTICLE LV SUCCESSORSHIP

55.01 This Agreement shall be binding on any and all successor and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The Employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement and that the transferee is obligated to continue to employ all bargaining unit employees in accordance with the terms of this Agreement.

ARTICLE LVI  
EXECUTION

56.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 20 day of ~~2014~~ November, 2014.

FOR OHIO COUNCIL 8, AFSCME,  
LOCAL 3307:

David A. Mills (Pres) 11-20-14

[Signature] 11-20-14

\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER:

Randy A. Boege

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR OHIO COUNCIL 8

[Signature]

APPENDIX "A"  
NOTICE OF BUMPING

City of Rittman:

NOTICE OF BUMPING

Employee Name:

Employee Classification:

Department:

I hereby give notice of bumping and wish to exercise my "bumping" rights in accordance with Article XVI of the Collective Bargaining Agreement in order to bump into  
classification. I understand that this notice must be given within five (5)  
working days of my receipt of my layoff notice.

Employee's Signature

Date Submitted

Received by:

APPENDIX "B"  
APPLICATION FOR VACANCY

CITY OF RITTMAN:

APPLICATION FOR VACANCY

I wish to apply for the vacancy of

My present classification is:

Applicant's Signature

Date of Application

Received by:

Date received:

## LETTER OF UNDERSTANDING

Effective December 12, 2005, the terms and conditions of the Sick Leave Time Bank shall be incorporated into the collective bargaining agreement between the City of Rittman, AFSCME Local 3307 and AFSCME Ohio Council 8.

### Sick Leave Time Bank

- 1 Purpose:
  - a. The purpose of the time bank is to assist a bargaining unit member, in the event they are affected by an illness or incapacitated due to an off-duty injury to that member which causes the member to use all the compensated, including sick leave and vacation, time off available to them.
  
2. Eligibility
  - a. Any bargaining unit member who does not have a past record of sick time abuse can request a donation of sick time.
  
  - b. A request for sick time donation shall only be granted after the applicant has exhausted all other compensated time off available to them including sick leave and vacation.
  
  - c. Participation in the program is strictly voluntary.
  
  - d. Anyone donating time must maintain at least 400 hours of sick time to their personal credit.
  
  - e. Donated time shall only be granted to cover absences due to a long term disability or illness.
  
  - f. The member requesting a donation may be required to furnish such information and physicians statements as necessary to confirm the disability or illness and when returning to work.

- c. Time Bank Administration
  - a. The need for donated time will be reviewed as necessary.
  - b. Time Bank will be administered by the Local Union President and the City Finance Director or their designees.
  - c. The Time Bank will operate on a "as needed" basis and time will not carry over from one case to another.
  - d. Donated time up to 240 hours may be allotted, a 160 hour extension of that time can be requested up to a maximum of 400 total donated hours in a 12 month period.

FOR THE EMPLOYER:

Larry A. Beggs Date 11/20/14  
City Manager

FOR THE UNION:

David M. Hill (P.S.) Date 11-20-14  
Mark [Signature] Date 11-20-14  
Stévan P. Pickard  
Stévan P. Pickard, Staff Representative  
AFSCME Ohio Council 8