

K33302
0657-04
14-MED-09-1246
3-07-16

CONTRACT
BETWEEN
CITY OF HURON
AND
THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, OHIO COUNCIL 8, CITY
OF HURON LOCAL 2024
JANUARY 1, 2015
to DECEMBER 31, 2017

ARTICLE 1
PURPOSE

- 1.01 This Agreement sets forth a complete agreement between the City of Huron [City] and The American Federation of State, County and Municipal Employees, Local 2024, and Ohio Council 8 [Union], which represents employees as specified herein. Specifically, the Agreement addresses all matters pertaining to wages, hours, or terms and other conditions of employment mutually expressed between the parties.
- 1.02 The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered to participate, through Union representation, in the establishment of the terms and conditions of their employment and to establish a peaceful procedure for the resolution of contract differences between the parties. This Agreement shall comply with the Laws of the United States, the State of Ohio, and all applicable governmental administrative rules and regulations which have the effect of Law.
- 1.03 Attached hereto and made a part hereof as "Exhibit A" is the present version of the City's organizational chart relating to the Department of Service. Presently, within the Department of Service there exist the following Divisions: Water Filtration, Water Distribution and Streets and Highways. This Agreement shall pertain to and govern the terms and conditions of employment (to the extent set forth in this Agreement) of employees within the Department of Service and the, but there shall be excluded from this Agreement the Superintendents of the Divisions within the Department of Service. Employees in the position of Finance Clerk as of January 1, 2013, shall remain party to this collective bargaining agreement. All employees hired in the Finance Department after January 1, 2013 shall not be subject to this collective bargaining agreement.

ARTICLE 2
MANAGEMENT RIGHTS

- 2.01 The Union shall, and hereby does, recognize the right and authority of the City to administer the business of the City and in addition to other functions and responsibilities which are required by the law, the Union shall, and hereby does, recognize that the City has and will retain the right and responsibility to direct the operations of the City, to promulgate rules and regulations, except as may specifically be limited within this Agreement, and more particularly, including but not limited to, the following:
- A) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
- B) Direct, supervise, evaluate, or hire employees;

- C) Maintain and improve the efficiency and effectiveness of government 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 City as a unit of government;
- H) Effectively manage the work force;
- I) Take actions to carry out the mission of the public employer as a governmental unit;
- J) Subcontract various works or other projects.

ARTICLE 3
UNION REPRESENTATION

- 3.01 The Union shall designate two (2) employee members who are authorized to process grievances and/or provide representation for discipline. One (1) member shall be the primary employee representative, and the other shall be designated as alternate. The appropriate member representatives shall be granted reasonable time during normal work hours to perform Union functions including attendance at Labor/Management meetings, grievance hearings, disciplinary hearings, as well as investigation and preparation for the same, without loss of any pay. The time granted by this section shall be scheduled at such times so as not to interfere with the normal operations of the City and shall be subject to temporary revocation in the event of an emergency as determined by the authorized City representative. In addition, one (1) non-employee Union Staff Representative shall be permitted to attend Labor/Management meetings, grievance hearings and disciplinary hearings. The designated non-employee Union Staff Representative shall have access to the City's work area to investigate and prepare for the above, provided such access does not interfere with the normal operations of the City.

ARTICLE 4
LABOR MANAGEMENT MEETINGS

- 4.01 The parties agree to schedule Labor/Management meetings to discuss problems and administration of the Agreement. The time and date of such meetings shall be by mutual agreement. Meetings shall start during normal working hours; however, in the event a meeting goes beyond normal work hours, such time shall not be compensated as work hours for Union employee representatives.

- 4.02 The parties agree that each side shall attempt to provide the other with an agenda of meeting topics as soon as possible prior to the start of the meeting.
- 4.03 The Employer shall provide quarterly data income and expense reports used to conduct the regular business of the City. Such reports shall be hand delivered or sent email in the format in which they are stored. A review of such reports shall be conducted at the Labor Management Meeting as a regular agenda item.

ARTICLE 5
SUBCONTRACTING/BARGAINING UNIT WORK

- 5.01 During the life of this contract, the City shall not subcontract work that results in the layoff or reduction of regular hours of any employee in the bargaining unit. This shall not prohibit the City from contracting out work or services of a nature and size that could not be economically performed by employees in the bargaining unit. Grievances over whether the subcontracting violates this provision of the Agreement shall be filed at the City Manager level of the grievance procedure.
- 5.02 The current practice of non-bargaining unit City employees performing work traditionally performed by bargaining unit City employees shall continue, unless otherwise mutually agreed to by the City and the Union.

ARTICLE 6
RECOGNITION

- 6.01 Under State Employment Relations Board Case # 1997-REP-04-0085, Local 2024 and the Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO shall be recognized as the sole and exclusive representatives for all employees in the bargaining unit in §6.02 within the City of Huron for the purpose of establishing rates of pay, wages, hours and other terms and conditions of employment.
- 6.02 The Union's exclusive bargaining unit includes the following job classifications, and the City will not recognize any other Union as the representative for any employees within such classifications:
- Included: All service, maintenance and clerical employees of the City of Huron as described in 1.03 above and excluding employees of the Huron Municipal Court. Name the positions according to the SERB order
- Excluded: All management level employees, confidential employees, and supervisors, as defined in the Act, and all employees currently represented by another employee organization.

- 6.03 In the event there is a title change of any job in the Unit; or if a position in the Unit is reallocated bringing about a new job class; or in the event a new job class is otherwise established, the Parties will meet to negotiate whether or not the new position shall be included in the Unit. If agreement cannot be reached between the Parties, the Union or City may file a Petition for Clarification or Amendment to the Unit with the State Employment Relations Board.

ARTICLE 7
NON-DISCRIMINATION SECTION

- 7.01 The City and the Union agree not to unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment on the basis of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities on the basis of protected class status.
- 7.02 The City and the Union agree there will be no discrimination by the City or the Union against any employee because of any employee's lawful activities and/or support of the Union, or because the employee does not support the Union or participate in Union activities.
- 7.03 The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 8
DUES DEDUCTION

- 8.01 The City will deduct Union dues monthly from the paychecks of employees who have written dues deduction authorizations on file with the Finance Department. Dues or fees deducted shall be sent to the Union forthwith, along with a statement listing the amount deducted for each employee. Written dues deduction authorizations shall be revocable by the employee pursuant to the terms of the signed authorization attached hereto as Exhibit B. Deductions shall be made during the first two pay periods of each month and shall be transmitted to the Union no later than the tenth day following the end of the second pay period in which the deduction is made. An alphabetical list of employees for whom deductions have been made indicating the amount of the deduction shall be transmitted to the Union with the deductions. Upon receipt of the deductions, the Union shall accept full responsibility for the funds. In event an employee's first month's pay is insufficient for deduction, the City will make a double deduction from the pay earned in the first pay period of the following month, or if this is insufficient, in a subsequent period. The Union will indemnify and hold the City harmless from any action growing out of the deductions made by the City hereunder. The Union will provide a written annual letter to the City enumerating the dues and Fair Share Fees owed by its members on a month basis, no later than December 15th of each calendar year.

- 8.02 All employees hired after June, 1998 who do not become members in good standing of the Union shall pay a Fair Share Fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment. The Fair Share Fee amount shall be certified to the City by the Treasurer of the Local Union. The deduction of the Fair Share Fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of the Fair Share Fee shall be made in accordance with the regular dues deduction as provided in Article 8, Section 1 of the existing Collective Bargaining Agreement. The Union shall hold the City harmless from any liability arising or claimed to arise out of any action by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Fair Share Fee section. The City shall not be obligated to make dues deduction for any employee who fails to receive sufficient wages during a month to equal dues deduction.

ARTICLE 9
NO STRIKE / NO LOCKOUT

- 9.01 The Union shall not directly or indirectly call, sanction, instigate, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, work stoppage or slowdown at any operation or operations of the City for the duration of this Agreement.
- 9.02 The Union shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to terminate any violations of this Article.
- 9.03 Upon notice from the City that any violation of this Article occurs, the Union will immediately make all reasonable efforts to notify all employees that the strike, walkout, work stoppage or slowdown at any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union. The Union shall also immediately make all reasonable efforts to advise all employees to return to work at once.
- 9.03 The City agrees that neither it nor its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.
- 9.05 Violation of this Article may result in discipline.

ARTICLE 10
PROBATIONARY PERIOD

- 10.01 New full- and part-time employees shall be considered to be on probation for a period of one year. The City shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise.
- 10.02 In those job classifications for which the City requires a professional license (other than a CDL) within thirty (30) months of hire, the City's right to terminate an Employee for failure to obtain such license shall be absolute, and any such termination shall not be

subject to the Grievance Procedure set forth in this Agreement. Failure to obtain and maintain all required licenses, inclusive of CDL license shall be grounds for immediate termination of employment or layoff in accordance with Article 13.

ARTICLE 11
SENIORITY

- 11.01 "Job Classification Seniority" shall be defined as an employee's continuous length of service while holding the same classification. Job Classification Seniority would be applied for purpose of determining layoffs as provided in 12.01. The employee shall receive credit for all time spent on the City's payroll in that classification. Job Classification Seniority shall be terminated as set forth in 11.02.
- 11.02 "City Employment Seniority" shall be defined as an employee's continuous length of service, effective from his most recent date of hire as a regular full-time employee. City Employment Seniority shall be terminated when an employee:
- A) Quits or resigns;
 - B) Is discharged for just cause;
 - C) Is laid off for a period of more than twenty-four (24) consecutive months;
 - D) Is absent without leave for fourteen (14) consecutive working days;
 - E) Fails to report for work when recalled from layoff within three (3) consecutive working days from the date on which the City sends the employee notice, by certified mail that he has been recalled from layoff unless satisfactory excuse is shown;
 - F) Fails to return to work on expiration of a leave of absence;
 - G) Fails to obtain a City required professional license within the thirty (30) month period provided for 10.02.
- 11.03 For purposes of vacations and longevity pay, accrual, length of service shall be determined in accordance with Huron City Ordinance 163.05 and 163.15, respectively.
- 11.04 The City will provide the Union with a list of all employees in the bargaining unit listing the employee's name, job classification, date of hire, date of classification, home address and phone number, if listed, not more than twice per year upon request of the Union.
- 11.05 The City shall notify the Local Union President of personnel changes as they occur which directly affect the Unit.

ARTICLE 12
LAYOFFS AND RECALL

- 12.01 Whenever the work force of the City, or within any classification of

employees within the City, is reduced either for lack of work, lack of funds, changes in operating methods, to increase efficiency or to reduce costs, employees shall be laid off based upon Job Classification Seniority within their division in the following order.

- A) Seasonal/Temporary employees;
- B) Part time employees;
- C) Regular full time employees.

- 12.02 Employees shall be given a minimum of forty five (45) calendar days advance written notice of layoff indicating the circumstances which make the layoff necessary.
- 12.03 In the event a regular full-time employee is laid off, he shall receive payment for earned but unused vacation as quickly as possible, but no later than fourteen (14) days after layoff.
- 12.04 When any bargaining unit employee is given notice of layoff under the above paragraph, the City and the affected employee will meet for the purpose of attempting to find an available job which the affected employee may be qualified to perform. If any such job is available, the employee will be given consideration for the open position. The Union shall receive a copy of all such layoff notices. Also, a laid off full-time employee may bump into a same or lower paid classification for which he is qualified if there are less senior full-time employees in the classification. Similarly, a laid off part-time employee may bump into a same or lower-paid classification for which he is qualified if there are less senior part-time employees in the classification.
- 12.05 Employees shall be recalled in the reverse order of layoff. An employee on layoff will be given three (3) working day's notice of recall, measured from the date on which the City sends the recall notice to the employee by certified mail to his last known address as shown on the City's records. A laid off employee will be recalled to his former position with full rights in the event such position becomes available within twenty four (24) months after his layoff date.

ARTICLE 13

LOSS OF CDL/INSURABILITY

- 13.01 If a core job duty of an employee is to operate a vehicle and the employee becomes uninsurable or insuring the employee would require an increase in the cost of insurance, or the employees loses his CDL, the employee:
 - A) Will not be permitted to drive City vehicles;
 - B) Will not be permitted to bump into another position but may bid into a vacant position for which the employee is qualified in this bargaining unit according to the provisions of this Agreement;

- C) If no position is available under paragraph (2) above, the employee will be laid off. During the layoff under this Agreement, the employee must submit a driving record (BMV report) when requested to the City and its insurer to determine insurability. If the layoff resulted from the loss of the employee's CDL, the employee shall notify the City and its insurer upon restoration of the CDL if it is restored during the period of the employee's layoff. Upon becoming insurable or regaining the CDL, the employee may, in accordance with Article 12, return to an available vacancy, or if none is available, to a subsequent vacancy for which the employee is qualified.

ARTICLE 14 **BID PROCEDURE**

14.01 Whenever the City decides to fill a vacancy in a classification within the bargaining unit, the City shall post notice where the vacancy exists. The bid notice shall contain the classification, job description, minimum qualifications as determined by the City and salary. The classification, not the specific assignment in the classification, will be posted. The bid notice shall be posted for a minimum of five (5) consecutive working days. Where applicable, minimum qualifications may include licensing, bonding and/or testing requirements. Official notification will be made after approval by the City, but no later than five (5) days after approval.

14.02 Any employee wishing to apply for a posted vacancy must submit an application in writing to the City Manager by the end of the posting period in order to be considered for the position. City Employment Seniority, skill, and ability shall be the determining factors in filling all vacancies. City Employment Seniority shall be the determining factor only when, in the judgment of the City, skill and ability are of equal measure. If no full-time bargaining unit employee meets the minimum qualification, the posted vacancy may be filled by a qualified part-time bargaining unit employee. If no bargaining unit employee meets the minimum qualification, the posted vacancy may be filled by the City from outside the bargaining unit.

The positions of Chief Operator, Street Foreman, and Distribution Foreman are considered mid-level management and were created with the cooperation of the union. In the event of a vacancy of either of these positions, the City will comply with internal posting pursuant to this section, however, the City reserves the right to conduct an external competitive search following the five day internal posting. Existing employees will be afforded preference and will be afforded an interview. Selection will be based on qualification in accordance with this Section.

14.03 After the appointment to a new job category, the first 120 worked days of service shall be considered the probationary period for the new position. Nothing contained in this Section shall be construed to shorten an employee's original one (1) year probationary period. Any employee who bids for and receives a new job category within his original one (1) year probationary period shall have that original probationary period run concurrent with the probationary period for the new position. The original one (1) year

probationary period may be extended by the number of days, if any, needed to fulfill the new position's thirty (30) day probationary period. An employee may not bid or be appointed to a position if he has had any discipline issued to him within 2 calendar years.

- 14.04 Unless otherwise agreed to by the Union and the City after initial appointment to a new job category, if said employee does not satisfactorily complete the 120 worked days probationary period as determined by the City or at the election of the employee, he will be reassigned to his previous job.
- 14.05 An employee appointed to a new position pursuant to this Article shall be placed within the appropriate pay grid according to the employee's City Employment Seniority.

ARTICLE 15 **HOURS OF WORK AND OVERTIME**

- 15.01 A. The City shall devise a regular schedule of work for the Water Filtration Division that meets the following criteria:
- 1) A regular recurring shift on no more than a two (2) week rotation, except as may be affected by holiday rotation;
 - 2) Employees shall have every other weekend (Saturday and Sunday) off;
 - 3) Regular starting and ending times on no more than a two (2) week rotation;
 - 4) No more than five (5) days on duty in a row;
 - 5) At least eight (8) hours between shifts; and
 - 6) Adjustments to (1) through (5) above are available through mutual agreement and/or through the payment of overtime.

Employees may trade shifts with approval of the Superintendent of Water Filtration and so long as such trading does not generate overtime.

- B. For all other Departments or Divisions, the normal work week shall be established consecutive work days with specified starting and ending times. The work day shall include two (2) fifteen minute paid break times and a lunch opportunity. The lunch opportunity shall be established by the City on a Department or Division basis with input from the affected employees.
- 15.02 All employees in the job classifications covered by this Contract shall receive time and one half (1 1/2) their regular rate of pay for all hours worked in excess of forty (40) in one (1) work week. All paid hours shall be considered hours worked for purposes of this section, except as provided in Article 17, Holidays, §17.04 There shall be no pyramiding of overtime; overtime and other premium pay provisions are not cumulative. The supervisor will assign overtime to qualified employees.
- 15.03 Unless otherwise provided below, the City shall distribute overtime as equally as possible among the qualified employees by Department/ Division. On January 1 each year the City shall create a list by Department/Division of qualified employees. Overtime shall be

offered in order of the list with a record of any hours worked or refused added to the list in order of City Employment Seniority within a Department/Division. During the calendar year, the employee with the least accumulated overtime worked or refused shall be offered the next overtime opportunity.

- 15.04 Section 3 above shall not have an impact on employees who continue a job beyond the regular work day; provided, however, the hours worked shall be added to the list for purposes of future equalization.
- 15.05 In the event a sufficient number of employees in a Department/Division are not available for overtime, the City shall call bargaining unit members in other Departments/Divisions qualified to perform the work assignment; however, such "out of Department/Division" overtime worked or refused shall not be added to the Department/Division overtime equalization list. The City shall maintain a list in each Department/Division of qualified individuals outside the department. Out of Department/Division overtime opportunities shall be distributed as equally as possible.
- 15.06 ON CALL DUTY. Employees in Water Distribution, Street Maintenance, and Water Filtration Divisions shall be assigned on call duty. The City reserves the right to add any newly created Department/Division (including the Building and Grounds Division) to the on call list. Each Department/Division shall create a separate rotating on call list. On call duty shall be seven (7) calendar days in duration. At no time shall an employee receive compensation for on call duty when the employee has utilized sick leave to cover any portion of his shift due to his own illness or extended leave as recognized by FMLA standards. In the event a supervisor determines that an emergency condition may be pending, he may determine additional on call duty is needed. Additional on call duty shall be filled on a voluntary basis utilizing the Department/Division overtime equalization list. Only overtime hours incurred within an employee's Department/Division shall be added to the overtime list for the purposes of equalization. Refusal of voluntary on call shall not incur any overtime charges.
- 15.07 Each employee on call shall be paid the equivalent of one (1) hour at their pay rate Mondays through Fridays and two (2) hours at their rate of pay for Saturdays, Sundays and Holidays as on call pay for each twenty-four (24) hour period on call. Such on call pay shall be in addition to pay for actual hours worked on call. Each employee on voluntary on call shall also be paid as set forth above.

Any employee earning on call compensation for hours accumulated as a result of a call out benefit may choose to convert their pay into compensatory time. An employee may convert up to fifty percent (50%) of call out hours accumulated or worked into compensatory time. Requests to use compensatory time shall be made in compliance with Section 15.09.

- 15.08 Calls outside the normal work day/week shall go first to the employee on call in the affected Department/Division and then to the equalization list. Hours actually worked on call shall be added to the equalization list, but not hours paid as on call pay.

- 15.09 **COMPENSATORY TIME.** In lieu of overtime pay as provided in this Article, the City shall, upon written request of the Employee, grant an employee compensatory time off. Compensatory time shall be granted at the rate of one and one half (1 ½) hours of compensatory time off for each hour of overtime worked. The maximum amount of compensatory time an employee may accrue and carry forward is forty (40) hours. Any overtime worked which would increase the employee's accumulated compensatory time off beyond the forty (40) hours shall be paid out to the employee. Requests to use compensatory time off must be made as soon as possible but no less than one (1) day in advance. The City reserves the right to limit the number of employees off on compensatory time. Compensatory time must be used prior to retirement and is not subject to payment upon retirement. The employee must receive approval from the City prior to taking compensatory time off.
- 15.10 Employees called in to work outside the normal work schedule will be paid a minimum of two (2) hours at the appropriate overtime rate.

ARTICLE 16 **VACATIONS**

- 16.01 All regular full time employees shall be granted vacation leave with full pay each year based upon their length of service with the City in accordance with Huron Codified Ordinance §163.05 as it applies to the safety forces.
- Personal days do not accrue and must be used within the year they are earned. Unused personal time will be lost.
- 16.02 A regular full-time employee becomes eligible for vacation leave on his employment anniversary date, and vacation leave shall be taken by the employee within twelve (12) months after it is earned. Beginning with the first month of the employee's second employment year and thereafter, the annual vacation eligibility shall accrue at the rate of one twelfth (1/12) for each month of completed service in the employment of the City during each employment year.
- 16.03 When a regular full-time employee resigns or retires, he shall be paid his daily rate of pay times the number of accrued vacation days.
- 16.04 If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.
- 16.05 Vacation scheduling shall be subject to approval of the Department/ Division Head. Requests may be disapproved and vacation may be canceled for good cause to insure adequate staffing levels. The City shall have the right to cancel an employee's scheduled time off in the event of a real and present emergency; provided, however, the inability of the City to cover the employee's scheduled time off by other employees shall not be

considered an official emergency enabling the City to cancel an employee's approved vacation. In the event the City cancels a previously approved scheduled time off of three (3) consecutive days or more, the City will reimburse the employee for documented amounts of deposits or prepaid, nonrefundable expenses lost due to cancellation.

- 16.06 All requests for vacation shall be in writing and shall be acted upon as soon as possible, but in no event more than seven (7) working days.
- 16.07 Each employee entitled to vacation time under this Article shall be entitled to carry over unused vacation from one calendar year to the next, but such carryover shall be limited to a maximum of one hundred sixty (160) hours plus the number of vacation hours earned in excess of one hundred sixty (160) as appears on such employee's records as of December 31st of the year immediately preceding the carryover year.

ARTICLE 17 **HOLIDAYS**

- 17.01 A. All regular full time employees shall be entitled to the following holidays:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday (half day)	Christmas Eve (half-day)
Memorial Day	Christmas Day
Independence Day	New Year's Eve (half day)
Labor Day	Personal Days (two)

B. A part time employee assigned to work on a holiday shall be entitled to 1 ½ times the employee's regular hourly rate for the holiday shift.

- 17.02 Should any of the recognized holidays fall on Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.
- 17.03 To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the pay period in which the holiday falls.
- 17.04 For those employees on a seven (7) day operation, an employee assigned to work on a holiday, or whose regularly scheduled day off falls on a holiday, may substitute another working day for the holiday or may take holiday pay calculated at his regular rate. Any banked holiday time must be used within three (3) months of the date earned or the unused banked time will be paid at the employee's appropriate straight time rate no later than December 31st of the year earned, unless such holiday is subject to carry-over rules as set forth in City Ordinance 163.04(c).

ARTICLE 18

APPLICATION FOR LEAVE OF ABSENCE

- 18.01 All leaves of absence without pay and any extension thereof must be applied for in writing with appropriate supporting documentation to the City Manager on forms supplied by the City at least fourteen (14) working days prior to the proposed commencement of the leave, except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within five (5) working days after the submission of the request. Any denial of the requested leave of absence will include the reason for the denial.
- 18.02 An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City.
- 18.03 If it is found that a leave of absence is not actually being used for the purpose of which it was granted, the City shall cancel the leave and direct the employee to return to work. Appropriate disciplinary action may be taken after a review of the circumstances.
- 18.04 An employee who fails to return to work at the expiration or cancellation of a leave of absence, or who fails to secure an extension thereof, shall be deemed to be absent without leave.

ARTICLE 19 SICK LEAVE

- 19.01 All full-time regular employees shall be credited with paid sick leave at the rate of one and one-quarter (1-1/4) work days per month. Unless otherwise amended by this Article, sick leave shall be governed by Section 163.02 (Ordinance 2000-13) of the City Code.
- A) Paid sick leave shall be granted for actual sickness or injury, confinement by reason of a contagious disease, or visit to a doctor or dentist for medical care of the employee or his immediate family, and pregnancy (including postpartum periods). "Immediate family" shall include mother, father, sister, brother, spouse, child, stepson, stepdaughter, stepbrother, stepsister, halfbrother, halfsister, grandparents, mother in law, and father in law.
- B) Abuse of sick leave, including falsification of information provided in connection with sick leave, shall be grounds for discipline up to and including discharge.
- C) No paid sick leave shall be granted unless the Department/Division authority designated by the City is notified of the illness no later than the scheduled starting time on the first day of the absence due to such illness, unless the nature of such illness precludes the required notice. An employee is required to call in on each day off or notify the City of the duration of his absence.
- D) The City may, in its discretion, require appropriate medical documentation for an absence and may require certification of fitness to return to work from a licensed physician.

- E) Compensation shall be allowed for such days of sick leave actually taken by an employee of the City to be paid at an hourly rate on the same basis to which the employee would have been entitled as compensation for his usual service if it had been performed on such days. The daily sick leave pay of a salaried employee shall be computed by dividing the annual salary of such employee by the number of work days in a calendar year.
- F) Sick leave shall be taken in no less than a quarter (1/4) hour increments.
- G) Employees must call in sick before the start of their shift. Forty eight (48) hour notice is required for anticipated absences such as medical appointments.
- H) A regular full-time employee who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of January of any calendar year on the form provided by the City and shall be granted the right to convert thirty (30) hours sick leave to ten (10) hours personal time per three month period. An employee shall not convert or accumulate in excess of forty (40) hours personal time on any calendar year.
- I) As of December 31st, 2002, a regular full-time employee who has a minimum of 1,000 hours accumulated sick leave may request, by the last working day of October of any calendar year on the form provided by the City and shall be granted the right to convert a maximum of eighty (80) hours sick leave to a cash payment. Forty (40) hours shall be paid to the employee with the first pay of February and forty (40) hours shall be paid with the first pay of July. These payments shall be made by separate check.

19.02 SICK LEAVE PAYOUT Effective January 1, 2009, all sick leave hours shall be frozen, for those employees employed on December 31, 2009 at the hourly rate in effect on December 31, 2009. The frozen hours shall be multiplied by the 12/31/09 hourly rate to arrive at the amount of payout to which the employee is eligible for accumulated sick leave. The employees will continue to accrue sick leave without maximum accrual for the remainder of their tenure with the city. Upon retirement, the employee has the option of being paid out sick leave on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employee's current hourly rate or the frozen amount determined on December 31, 2008, whichever is greater. These two plans are mutually exclusive and any employee employed as of December 31, 2009 may accept one of the two alternatives upon retirement or his beneficiary upon death in office. Employees hired after January 1, 2010 shall be paid sick leave payout upon retirement on the basis of one (1) day for each accrued three (3) days up to a maximum of 480 hours at the employees current hourly rate. . In the event of the death of a regular full-time employee, the City shall pay to the named survivor (provided, however, if none is named then to the surviving spouse or next of kin) the above listed benefit as if the employee had retired.

19.03 MEDICAL EXAMINATION Where the City believes an employee may be unable to perform the essential functions of their position, the City may require a physical or mental fitness for duty examination by a licensed physician, psychologist or psychiatrist of its selection at its expense. In the event the results of the City's physical or mental

examination is in dispute with a similar examination by the employee's medical professional, the two (2) medical professionals shall designate a third, neutral medical professional, and an examination shall be scheduled with that professional. The results of the third examination shall be binding on the City and the employee. The cost of the third examination shall be divided equally between the City and the employee.

ARTICLE 20
BEREAVEMENT LEAVE

- 20.01 A regular full-time employee shall be granted up to four (4) days leave in the event of the death of a member of his immediate family. When in the opinion of the responsible Department/Division Head, additional leave of absence for family death is in the best interest of both parties; such additional leave may be granted and deducted from accumulated sick leave. The granted leave shall include the day of the funeral.
- 20.02 In the event of the death of a relative other than a member of his immediate family, a regular full-time employee shall be granted a leave of absence with pay, to be charged to his accumulated sick leave, for one (1) day to attend the funeral if within the State of Ohio, or three (3) days when the funeral is outside the State of Ohio.
- 20.03 For the purpose of Funeral Leave, an employee's "immediate family" shall include his mother, father, sister, brother, spouse, child, stepson, stepdaughter, stepbrother, stepsister, halfbrother, halfsister, grandparents, mother in law, and father in law.

ARTICLE 21
FAMILY AND MEDICAL LEAVE POLICY

This provision is intended to comply with the Family and Medical Leave Act ("FMLA").

- 21.01 **Eligible Employees:** Employees are eligible for Family and Medical Leave if they have worked for the City for at least twelve (12) months and have worked at least one thousand two hundred fifty (1250) hours during the twelve (12) month period preceding the start of the leave.
- 21.02 **Entitlement to Leave:** An eligible employee who requests leave for a qualifying purpose will be entitled to up to twelve (12) weeks of family and medical leave in each twelve (12) month period. The leave shall be unpaid, except that health and medical benefits shall continue to be provided on the same terms as if the employee were working. The City shall choose the method for determining the 12 month period.
- 21.03 **Notice:** The City will post the FMLA notice provided by the U.S. Department of Labor.
- 21.04 **Reasons for Granting Leave:**
- A) Birth of a child (and care of a newborn).
 - B) Placement of a child with the employee for adoption or foster care.

- C) Need for the employee to care for a spouse, son, daughter or parent, who resides in the home of the employee, with a serious health condition.
- D) The employee's own serious health condition which makes the employee unable to work.

21.05 **Serious Health Condition:** A "serious health condition" is a condition which requires inpatient care (e.g. overnight hospital stay) or continuing treatment by a health care provider for:

- A) A period of incapacity (inability to work or perform daily activities) for more than three (3) consecutive calendar days and which requires two (2) or more visits to a health care provider or one (1) visit to a health care provider that results in a regimen of continuing treatment by the provider.
- B) Any period of incapacity for pregnancy or prenatal care.
- C) Any period of incapacity for a chronic serious health condition (e.g. asthma, diabetes, epilepsy) which may be episodic in nature.
- D) A period of incapacity for a long term condition for which treatment may not be effective (e.g., Alzheimer's disease, severe stroke, terminal stage of cancer).
- E) Any period of incapacity to receive multiple treatments by a health care provider for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days absent treatment (e.g., chemotherapy, physical therapy).

21.06. **Designation of Leave as Family Leave:** If an employee requests leave for a reason which qualifies for FMLA leave, the City will designate the leave as Family and Medical Leave and so notify employee within two (2) business days.

21.07 **Inability to Work:** An employee is unable to work when a health care provider finds that he is unable to perform any one of the essential functions of the job.

21.08 **Health Insurance FMLA:** If the employee is covered by group health/medical insurance, the insurance coverage will be maintained for the duration of the Family and Medical Leave. The employee remains responsible for any co-payment of premium. Insurance may be terminated if:

- A) The employee notifies the City that he does not intend to return from leave.
- B) The employee fails to return from leave.
- C) The employee exhausts the leave entitlement.
- D) The employee's co-payment is more than thirty (30) days late, and the City then gives the employee fifteen (15) day's notice of termination of benefits.

21.09 **Reinstatement to Job from FMLA:** On return from leave, an employee is entitled to be returned to his old job or an equivalent position with equivalent pay, benefits and other terms and conditions of employment. This right to reinstatement may not extend to employees who qualify as "key employees" under the statute.

- 21.10 Substitution of Paid Leave: Any accrued, eligible leave shall run concurrently with the FMLA. The employee may request an exemption from this requirement under exigent circumstances approved in writing by the City Manager.
- 21.11 Employee Notice:
- A) The employee must give the City thirty (30) day's notice of Family and Medical Leave if the leave is foreseeable.
 - B) If the leave is unforeseeable, notice must be given as soon as practicable.
- 21.12 Proof of Serious Health Condition:
- A) At the City's request, employees must obtain certification of a serious health condition on a form supplied by the City from a physician in advance of the leave.
 - B) The City may, when appropriate in its judgment, require recertification of the leave.
 - C) If the City disagrees with the certification, it may require a second opinion from a different physician (not affiliated with the City).
- 21.13. Intermittent Leave, Reduced Schedule: Intermittent leave or a reduced schedule may be taken for serious health conditions under this policy when medically necessary. However, the employee must attempt to avoid conflicts with his work schedule, and the City may assign the employee to a different, equivalent job to facilitate the intermittent or reduced schedule leave.

ARTICLE 22
MILITARY TRAINING LEAVE

- 22.01 The City shall continue to grant a leave of absence for military training in accordance with codified ordinance 163.09 as in effect on January 1, 1988.

ARTICLE 23
CIVIL SERVICE LAW

- 23.01 No section of the Civil Service Laws contained in Ohio Revised Code Chapter 124, shall apply to the employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 24
SAFETY, HEALTH and UNIFORMS

- 24.01 As provided in Ohio Revised Code §Section 4167.04, the City will furnish employees with a place of employment free from recognized hazards that are causing, or are likely to cause, death or serious physical harm to the employees, provided that the City need not

take any action which would cause it undue hardship unless required to prevent imminent danger of death or serious harm to the employee.

- 24.02 As provided by Ohio Revised Code §Section 4167.05, each employee will comply with safety rules and safe practices established by the City.
- 24.03 The City and employees shall comply with Ohio employment risk reduction standards, rules, and orders adopted pursuant to Ohio Revised Code Chapter 4167.
- 24.04 As provided in Ohio Revised Code Section §4167.06, an employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to him, provided that such conditions are not such as normally exist for, or reasonably might be expected to, occur in his occupation. The City shall not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested the City to correct the hazardous conditions, but the conditions remain uncorrected, there was insufficient time to correct the conditions by enforcement methods available under Ohio Revised Code Chapter 4167, and/or a reasonable person under the circumstances would conclude that the conditions caused an imminent danger of death or serious harm to the employee. The City may discipline an employee who refuses to perform assigned tasks but fails to meet these conditions for refusing to work.
- 24.05 The grievance arbitration procedure of this contract is the exclusive method of asserting a violation of the City's obligations under this Article, and grievance arbitration shall be in lieu of any other available remedy. Nothing in this 24.05 shall be interpreted as taking away or limiting any rights granted to employees by any statute.
- 24.06 The City will provide any protective devices and other equipment which it determines are necessary to properly protect employees from injury while performing required job functions.
- 24.07 The City may require employees to attend general wellness programs.
- 24.08 Where the City believes an employee may be unable to perform the essential functions of their position, the City may require a physical or mental fitness for duty examination by a licensed physician, psychologist or psychiatrist of its selection at its expense. In the event the results of the Employer's physical or mental examination is in dispute with a similar examination by the employee's medical professional, the two (2) medical professionals shall designate a third, neutral medical professional, and an examination shall be scheduled with that professional. The results of the third examination shall be binding on the City and the employee. The cost of the third examination shall be divided equally between the City and the employee.
- 24.09 The City may require employees to wear uniforms. The City will provide, at its cost, a uniform service for the employees whom it requires to wear uniforms. The City will provide two [2] sweatshirts during the first year of this Contract and one [1] sweatshirt

each of the remaining years of the Contract. Only on an "as needed basis," and subject to verification by management, the City will pay for the purchase of safety shoes based on job function. The maximum amount the City will pay for such shoes is two hundred dollars (\$200.00) per pair.

"Safety shoes," at a minimum, must have adequate toe protection. Employees whose safety shoes are paid for by the City are required to wear said safety shoes.

Other Items

The City will provide and pay for clothing to be worn during inclement weather. That clothing shall include, but is not limited to: sweatshirts, Carharts, raingear, water proof gloves, leather work gloves, rubber boots, etc. The City will provide prescription safety glasses on an "as needed basis," but not to exceed one pair per year. Employees whose clothing is paid for by the city are required to wear same.

24.10 The Union agrees to provide a representative to the City Health and Safety Committee.

ARTICLE 25
DISCIPLINE

25.01 An employee may be disciplined for just cause.

25.02 The City agrees to apply a policy of progressive and corrective discipline, with progressive steps as follows:

Oral Reprimand;
Written Reprimand;
Suspension;
Dismissal;

The City, solely in its discretion, may repeat a given level of discipline. Disciplinary action may be initiated at any level of the forgoing schedule, including dismissal, depending upon the severity of the infraction.

25.03 No employee shall be suspended or dismissed without first having a disciplinary hearing before the City Manager or his designee. The hearing shall be held within five (5) working days of the date the City issues written disciplinary charges against the employee. The written disciplinary charges shall include a recitation of the general nature of the alleged offense. A copy of the written charges shall be provided to the designated employee Union Representative.

25.04 Oral and Written Reprimands shall be done with discretion in a manner so as not to cause public embarrassment to an employee. No reprimand will be given until the employee has had the opportunity to have the employee Union Representative present.

- 25.05 All disciplines may be appealed through the grievance procedure. Oral Reprimands and Written Reprimands may be appealed through Step 2; suspension in excess of five (5) days and dismissal may be appealed beginning at Step 3.
- 25.06 Records of discipline will no longer have effect pursuant to the following schedule, except as otherwise set forth in Article 26, Section 9:
- | | |
|-------------------------------|-------------------------------------|
| - Oral and Written Reprimand | 12 months after date* of occurrence |
| - Suspension | 18 months after date* of occurrence |
| -Suspensions under Article 26 | 5 years* |

*provided there is no intervening discipline

Disciplinary records shall be placed in a separate file within the main personnel file after the discipline no longer has effect. Such records shall not be used in Personnel Appeals Board or arbitral hearings if they no longer have force and effect.

25.07 INVESTIGATION OF INFRACTIONS. The City has fifteen [15] work days to investigate alleged infractions of City Ordinances, policies or job performance. The City has an additional fifteen [15] work days, if necessary, to hold a disciplinary hearing on the matter under investigation. If discipline is imposed, it will be served within fifteen [15] work days of the date of the hearing. Any of these deadlines may be extended by mutual consent of the Parties.

ARTICLE 26 **DRUG-FREE WORKPLACE**

- 26.01 Employees with a Commercial Driver's License (CDL) shall be subject to the City's Alcohol and Controlled Substances Testing Policy which conforms to Department of Transportation regulations. In addition, all employees are subject to the provisions of this Article.
- 26.02 The parties to this Agreement oppose the illegal use of drugs by any employee. The parties agree that it is in the best interests of this City, the Union, and all residents/citizens/visitors served for the City to maintain a drug free workplace. Each will wholeheartedly support reasonable efforts by the other to obtain and maintain this result.
- 26.03 The Union further recognizes the right and duty of the City to make, publish, and enforce rules and policies to assure this result.
- 26.04 The term "drug" includes cannabis, as well as other controlled substances including alcohol, as defined in the Ohio Revised Code. The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
- 26.05 No employee shall possess or use any controlled substances including prescription drugs, narcotics, or hallucinogens except when prescribed in the treatment of the employee by a

physician or dentist. When a controlled substance, including prescription drugs, narcotics, or hallucinogens is prescribed, employees shall notify their immediate supervisor and show written confirmation from the attending physician. No employee shall store or bring into any City facility or vehicle, any alcoholic beverages, controlled substances,, including prescription drugs, narcotics, or hallucinogens. No employee shall consume intoxicating beverages while in uniform or on duty.

No employee shall appear for duty, or be on duty, if any of the following apply:

- A) The employee is under the influence of a controlled substance, including prescription drugs which are mood altering, alcohol, a drug of abuse, or alcohol and any illegal drug;
- B) The employee has a concentration of two hundredths of one percent (0.02%) or more by weight of alcohol in the blood;
- C) The employee has a concentration of two-hundredths (0.02) of one gram or more by weight of alcohol per 210 liters of his breath.

Employees, while being compensated for being on call, shall refrain from consuming alcoholic beverages and/or any drugs of abuse or mood altering substances. Employees may be tested for illegal drug usage where there are reasonable grounds to believe that the employee to be tested is using, abusing, or under the influence of illegal drugs as objectively found by at least one (1) qualified City representative.

- 26.06 Provided the City has reasonable cause to believe that the employee to be tested is abusing illegal drugs, an employee refusing to submit to testing shall be subject to discipline up to and including discharge.
- 26.07 Testing shall be conducted at a laboratory that meets "Mandatory Guidelines for Federal Workplace Drug Testing Programs. Confirmation testing shall meet standards recognized by the U.S. Department of Health and Human Services. Testing may include breath or urine. Upon consent of the City and employee the test may include blood. Testing shall begin with the taking of one (1) fluid sample which will be divided into two (2) separate containers. Second samples shall be retained for a period established under the "Mandatory Guidelines for Federal Workplace," as accepted by the U.S. Department of Health and Human Services or six months, whichever is greater. If an employee tests positive, the second test shall be made from the original sampling.
- 26.08 The City shall encourage and refer the employee to participate in drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs. Employees who have tested "positive" under these procedures are required to participate in such a Program.
- 26.09 The City reserves the right to impose discipline in accordance with the following schedule:

- A) Failure to comply with the policy as it applies to the misuse of alcohol will result in disciplinary action as follows:
 - 1) First Offense: The employee will be suspended for three (3) working days without pay.
 - 2) Second Offense: The employee will be suspended for ten (10) working days without pay. An employee assistance program (EAP) will be mandatory for the involved employee to be paid for as provided for in existing health care benefits. Accrued sick leave may be used for EAP. No sick leave may be used toward the suspension.
 - 3) Third Offense: The employee will be terminated immediately.
- B) Failure to comply with the policy as it applies to misuse of drugs of abuse will result in disciplinary actions as follow:
 - 1) First Offense: The employee will be suspended for ten (10) working days without pay. An EAP will be mandatory for the involved employee to be paid for as provided for in existing health care benefits. Accrued sick leave may be used for EAP. No sick leave may be used toward the suspension.
 - 2) Second Offense: The employee will be terminated immediately.
- C) Voluntary entry into an EAP is not grounds for disciplinary action outside a violation of this policy.
- D) The failure by an employee to attend a mandatory employee assistance program will result in termination.
- E) An employee who has successfully completed the EAP as part of disciplinary action resulting from an alcohol related offense may have his records sealed in accordance with §25.06 providing there is no related offense within a five (5) year period. There is no provision for an expungement of a drug related offense.
- F) An employee who refuses to submit to the requested test or tests shall be considered to have tested positive, and disciplinary action will be administered in accordance with standards established here in.

26.10 The City shall pay for the first two (2) tests. Additional tests of the original specimen desired by the employee shall be at his or her own expense and done at the lab of his choice other than the one used by the City.

26.11 Employee confidentiality shall be maintained.

ARTICLE 27
PERSONNEL FILES

- 27.01 The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the City or his designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employees Union Representative will be granted access to his personnel file upon written authorization from the employee and upon reasonable request made to the City.
- 27.02 Each employee shall be provided a copy of any disciplinary action prior to a record of such action being placed in the personnel file.
- 27.03 Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the City.

ARTICLE 28
HEALTH COVERAGE

- 28.01 The City will provide each member and his legal dependents with the same or substantially similar health insurance coverage to that described in Exhibit C attached hereto and made a part hereof; provided, however, the City shall retain the right to make administrative or procedural changes which it determines are economically sound.
- 28.02 In the event the City proposes to change the plan as described in Exhibit C, it shall bring such proposed changes to a labor/management meeting at least forty-five (45) days prior to the proposed effective date of said changes.
- 28.03 The member's share shall be paid through payroll deduction, which deduction is hereby specifically authorized. Employee contributions for single plan coverage shall be \$55.00 per month for the term of this agreement and the employee contributions for family plan (employee plus spouse only) coverage shall be \$65.00 per month for the term of this agreement. Family Plus (family participants with dependent children) will be responsible for an additional \$10.00 per child.

For example, an employee with a spouse and two children will be charged \$85.00 per month (\$65.00 + \$10.00 + \$10.00 = \$85.00)

- 28.04 Employees that have health insurance available other than their coverage provided for the City as the primary health insurance provider, may opt out of the City's health insurance (e.g. to go on spouse's plan). Eligible family status employees can opt-out of the city's insurance plan and receive \$5,000.00; individuals can opt out and receive \$2,500.00 per year payment from the City, in 4 equal quarterly payments.

ARTICLE 29
LIFE INSURANCE

29.01 The City shall provide regular full-time employees with a term life insurance policy in the amount of \$50,000.

ARTICLE 30 WAGES

30.01 WAGES

During the term of this Agreement, existing members and new hires shall be paid according to the job classification grids in Exhibit D. For the purposes of this Agreement, the City agrees to a pension pick-up in the percentage amount as set forth in Exhibit D of the member's statutory portion of pension contribution to the Ohio Public Employees Retirement System (OPERS).

30.02 LICENSE PREMIUM. The City will pay a License Premium for Water Treatment Licenses and Water Distribution Licenses in the amount of \$600.00 per license per year to be added to qualifying employees' base rate of pay. For Water Treatment employees, "License Premium" shall include full EPA laboratory certification, provided the holder of such certificate receives all educational requirements needed to maintain such certificate and provided further he actually performs laboratory testing procedures needed to maintain the City's Ohio EPA certification of its Water Plant. Any employee(s) holding such a license(s) and being paid the premium described above and who works other than in the Department/Division to which such license(s) pertain, shall may be required to perform work or take standby duty within the Department/Division to which such license(s) pertain on an "as needed" basis as determined by the City. Notwithstanding the preceding sentence, no employee holding a license in Filtration but working other than in Filtration on a regular basis shall be required to work in Filtration. This section is eligible for amendment in the proposed pilot program under §33.01.

The City agrees to pay the cost of the licensure exam for qualifying employees, not to exceed two exams per calendar year.

30.03 LONGEVITY_MERIT COMPENSATION - The Employer shall establish a merit compensation system which is premised on rewarding employees for exemplary service. The total amount of funding necessary for the merit compensation program shall be determined by the Services Director, the Water Superintendent, the City Manager, and the City Council as part of the budgetary planning process. Individual award of merit compensation shall be determined by the Services Director, Water Superintendent and the City Manager and shall at all times remain consistent with the methods determined by the internal committee of employees representing all departments within the city. A Member shall be eligible for a longevity payment or a merit compensation payment, but not both. Upon making a determination of the member's eligibility for either payment, the member shall be awarded a longevity payment or a merit compensation payment, whichever is greater.

Longevity rates previously frozen shall be established in accordance with the following table. This table shall represent the applicable longevity amount per job classification and years of service. Longevity shall only be applicable to those members employed prior to January 1, 2015.

Any member not employed by the City prior to January 1, 2015 shall be eligible for merit compensation only.

Payment of longevity or merit compensation shall be paid in an annual payment as part of the first payroll in December of each year, provided, however, that should an employee not have reached his anniversary date by the time of the close of said pay period, the payment shall be paid as part of the payroll during which the employee reaches his anniversary date.

	MW I & II Class A; Finance Clerk	MW I & II Class B; Finance Clerk	MW I & II Class C; Finance Clerk	MW I & II Class D; Finance Clerk
Upon completion of three (3) years of service	\$439.50	\$396.86	\$375.23	\$356.09
Upon completion of eight (8) years of service	\$879.00	\$793.72	\$750.46	\$712.19
Upon completion of thirteen (13) years of service	\$1,318.51	\$1,190.59	\$1,125.69	\$1,068.28
Upon completion of eighteen (18) years of service	\$1,758.01	\$1,587.45	\$1,500.92	\$1,424.38
Upon completion of twenty-three (23) years of service	\$2,197.52	\$1,984.32	\$1,876.16	\$1,780.48

	MW II (Floater) & III A	MW II (Floater) & III B	MW II (Floater) & III C	MW II (Floater) & III D
Upon completion of three (3) years of service	\$453.44	\$423.69	\$396.86	\$378.76
Upon completion of eight (8) years of service	\$906.88	\$847.39	\$793.72	\$757.53
Upon completion of thirteen (13) years of service	\$1,360.32	\$1,271.08	\$1191.59	\$1,136.30
Upon completion of eighteen (18) years of service	\$1,813.76	\$1,694.78	\$1587.45	\$1,515.07
Upon completion of twenty-three (23) years of service	\$2,267.20	\$2,118.48	\$1984.32	\$1893.84

	Street Foreman & Distribution Foreman
Upon completion of three (3) years of service	\$502.11
Upon completion of eight (8) years of service	\$1,004.22
Upon completion of thirteen (13) years of service	\$1,506.33
Upon completion of eighteen (18) years of service	\$2,008.44
Upon completion of twenty-three (23) years of service	\$2,510.56

	Chief Operator
Upon completion of three (3) years of service	\$517.71
Upon completion of eight (8) years of service	\$1,035.42
Upon completion of thirteen (13) years of service	\$1,553.13
Upon completion of eighteen (18) years of service	\$2,070.84
Upon completion of twenty-three (23) years of service	\$2,588.56

ARTICLE 31
TRAVEL REIMBURSEMENT

31.01 Employees may be reimbursed for reasonable travel expenses for authorized trips on approved City business. The employee must keep a complete and accurate record of

expenditures and present an itemized statement with receipts to the City Manager for approval. Mileage will be reimbursed at the prevailing IRS rate.

ARTICLE 32
JURY DUTY

- 32.01 Full time employees who are called for jury duty shall, upon notice to the Department/Division Head, be paid their regular wages less any amount received for jury duty service.

ARTICLE 33
CROSS-TRAINING

- 33.01 The parties agree the City is to create a cross-training program in order to provide a minimal level of skills necessary for safety and productivity where an emergency or scheduled assignment requires assigning employees across Departmental/Divisional lines. The Parties agree that they will meet in a Labor Management setting to develop a pilot program for cross training between divisions so that employees will be able to perform the duties of employees in another division and will be able to obtain the necessary licenses to perform those duties if required by law. The pilot program will be developed before March 31, 2010, attached as Exhibit E Employees will not be transferred as a result of the cross-training.
- 33.02 The parties agree the following rules shall apply to cross-Departmental/Divisional assignments:
- A) The receiving Department/Division has lead responsibility on the job; however, communication among all employees is encouraged.
 - B) Employees shall have the right to refuse a task assignment on a cross-Departmental/Divisional job where the employee has a good faith concern for safety.
- 33.03 Additional rules shall be developed in conjunction with the cross training pilot program.

ARTICLE 34
GRIEVANCE PROCEDURE

- 34.01 **GRIEVANCE DEFINED** A grievance is defined as a dispute or difference between the City and an employee, or between the City and the Union concerning and/or including, the interpretation and/or application of and/or compliance with, any provisions of this Contract.
- 34.02 A grievance must be filed in writing at Step One within ten (10) calendar days of the act or occurrence giving rise to the grievance. If a grievance is not timely filed, it shall be

considered waived. Before filing, the employee shall attempt to resolve the matter with his immediate supervisor.

34.03 A grievance shall be processed in accordance with the following procedure on the Grievance Form Exhibit F.

Step 1: The grievance must be timely filed in writing with the employee's immediate supervisor. The grievance must state the basis for the complaint, the contract section(s) violated, and/or the relief requested. The grievance must be signed and dated by the employee(s) and/or the Union. The employee's immediate supervisor shall meet with the grievant and his union representative within five (5) calendar days of the filing of the grievance. Thereafter, within five (5) calendar days, the employee's immediate supervisor shall send his answer to the grievant and union representative utilizing the original grievance form. In the event a grievance is "time sensitive", the employee may combine Step 1 and Step 2.

Step 2: If the grievant is dissatisfied with the Step 1 answer, the grievance may be submitted to Step 2 by filing an appeal in writing to the City Manager within ten (10) calendar days of the Step 1 decision. The City Manager shall meet with the grievant and his representative within fourteen (14) calendar days of receipt of the appeal. No more than fourteen (14) calendar days thereafter, he will send them his written response.

Step 3: With mutual agreement, grievance mediation may be utilized by the parties after Step 3 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within fifteen (15) workdays following the Step 2 answer. If the City and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The City may in its discretion determine the number and the makeup of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

Step 4: If the grievance is not resolved at Step 3, the Union or City may, within fifteen (15) calendar days, appeal to arbitration by serving notice of intent on the other party. Within fifteen (15) calendar days of receipt of intent to file under arbitration, the City and the Union shall, by joint letter, solicit nominations of five (5) arbitrators to hear the case from the Federal Mediation and Conciliation Service or others as may be mutually agreed.

On receipt of the nominations, the Union and the City shall each eliminate two (2) names. Elimination shall be accomplished by each party alternately striking a name with the first strike determined by a coin flip. A date for the arbitration shall be set as soon as availability of the arbitrator is determined and both the Union and the City agree.

The parties may be represented by representatives or legal counsel, and necessary witnesses and/or documents may be subpoenaed under an arbitrator's subpoena. The arbitrator shall reduce his decision to writing and state his reasons for reaching the decision. The arbitrator shall not amend, add to, or subtract from, any provision of this Contract.

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 equally by parties. The expenses on any non-employee witness shall be borne, if at all, by the party calling them. The cost of attorneys or other representation shall be the responsibility of the respective parties. The fees of the court reporter shall be paid by the party asking for one; such fee 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 hearing shall

not lose pay or benefits to the extent such hearing hours are during his normally scheduled hours on the day of the hearing.

It is expressly understood that the ruling and decision of the arbitrator, within his function described herein, shall be final and binding upon the parties, provided that such decision conforms to State and Federal law.

ARTICLE 35
SAVINGS CLAUSE

- 35.01 Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be totally in violation of, or contrary to, state or federal statutes now effective, or which may become effective during the term of this Contract, shall be considered void, except where the parties have agreed to deviate from state law pursuant to Ohio Revised Code § 4117.10. Any provision of this Agreement which is thus voided shall be negotiated by the parties immediately upon their being informed of a provision thus made void.

ARTICLE 36
PREVAILING RIGHTS/WAIVER OF NEGOTIATIONS

- 36.01 The City agrees that all clearly established benefits in effect and regularly provided to employees at the time of signing of this Agreement, but which are not specifically referred to in this Agreement shall remain in full force during the term of this Agreement. Nothing in this section shall prevent the City from exercising those management rights set forth in this Agreement.
- 36.02 The City 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/negotiations 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.
- 36.03 Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement. In addition, each party agrees that the other shall not be obligated to negotiate regarding 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 negotiated and signed this Agreement.

ARTICLE 37
BULLETIN BOARDS

37.01 The City shall provide space on existing bulletin boards for use by the Union. The ranking Union official may post Union notices as follows:

- A) Recreational and social events.
- B) Elections and election results.
- C) General membership and business meetings.
- D) Business of interest to employees.

Unauthorized notices may be removed by the City Manager or his designee who shall immediately notify the ranking Union official of his action. All materials posted shall be in good taste and shall in no way discredit another individual or agency or be of an obscene nature.

ARTICLE 38 **CONTINUING EDUCATION**

- 38.01 The City shall pay the cost of any courses required by the licensing authority for an employee to maintain a mandatory license. In addition, where such courses occur during an employee's regular work shift, the employee shall be released to attend such courses(s) without loss of pay.
- 38.02 Each regular full-time employee who successfully completes at least twenty-four (24) hours of job related or required training shall receive \$ 275.00 to be paid by separate check in the second pay of the year following the year in which the training was completed
- 38.03 The Employer shall refund to the employee any and all approved expenses for any permitted educational, testing, or license expenses in a timely manner.

ARTICLE 39 **JOB RELATED INJURY LEAVE**

- 39.01 A regular full-time employee suffering a physical injury on the job or job-related physical illness which leaves the employee disabled and unable to perform their regular duties shall be paid their regular base pay during the period of each disability, or fifty-two (52) consecutive weeks, whichever is less.
- 39.02 Physical injury or physical job-related illness leave pay shall also be contingent upon the injured employee signing or transferring in writing, any remuneration they may receive from the Bureau of Workers' Compensation on account of said injury to the City. The City may increase the number of weeks these benefits are to be paid in increments of six (6) weeks at the option of the City.
- 39.03 During the period of disability leave, the City, in addition to paying the Employee's regular salary will make payment into any and all insurance and / or pension plans as required by this agreement, any amendment hereto, and / or otherwise as part of the

employment relationship between the City and the Employee. During such period of disability leave the Employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time.

- 39.03 The City has the right to insist on an examination of the Employee by a physician of the City's choice, and the City shall have the right to disapprove paid leave and / or require the Employee to return to work at any time from job related injury leave status. If the Employee's physician disagrees with the City's physician, the Employee shall be examined by a third physician selected jointly by the Employee and the City, and the opinion of this physician shall be used to determine the Employee's eligibility for medical leave under this section. This examination shall be at the City's expense.

ARTICLE 40
RESTRICTED DUTY ASSIGNMENT

- 40.01 A full-time regular employee unable to full perform normal duties because of a job-related injury or illness will be placed on restricted duty assignment by the City whenever such an assignment is available. Such restricted duty shall be for no less than five (5) calendar days and no longer than one hundred twenty (120) calendar days. Such assignments shall be based upon the operational needs and requirements as determined by the City Manager or his designee and will be within the scope of the Bargaining Unit. A full-time regular employee on restricted duty assignment shall receive his regular compensation and benefits.
- 40.02 An employee placed on restricted duty assignment shall be required to present an attending physician's statement listing specific job restrictions for the employee, which shall be reviewed by the City Manager before restricted duty is assigned. If the City disagrees with the attending physician's opinion the City may require the employee to undergo an examination to be conducted by a mutually agreed upon physician to determine the physical or mental capabilities to perform the duties assigned, when reasonable cause exists. The cost of such examination shall be paid by the City. The parties agree to be bound by the decision of this examination.
- 40.03 Employees will be entitled to accrue sick leave and vacation benefits for all time spent on restricted duty provided they comply with §§40.01, 40.02.
- 40.03 Any employee while assigned to light duty shall continue to receive all compensation and fringe benefits including accumulation of seniority attached to his normally assigned position.

ARTICLE 41
COPIES OF AGREEMENT

- 41.01 The City agrees that it shall furnish, at no charge, a copy of this Agreement to each member of the bargaining unit.

ARTICLE 42
DURATION

- 42.01 This Agreement shall become effective upon approval of the City and the Union and shall remain in full force and effect from 12:01 a.m. January 1, 2015 until midnight December 13, 2017. This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. The provisions of this agreement shall remain in full force and effect until such time as a new agreement has been signed.

SIGNATURE PAGE

FOR THE CITY

Andrew D. White
Andrew D. White, City Manager

Laura E. Alkire
Laura E. Alkire, Law Director

12-3-14
Date

FOR AFSCME, OC 8/LOCAL 2024

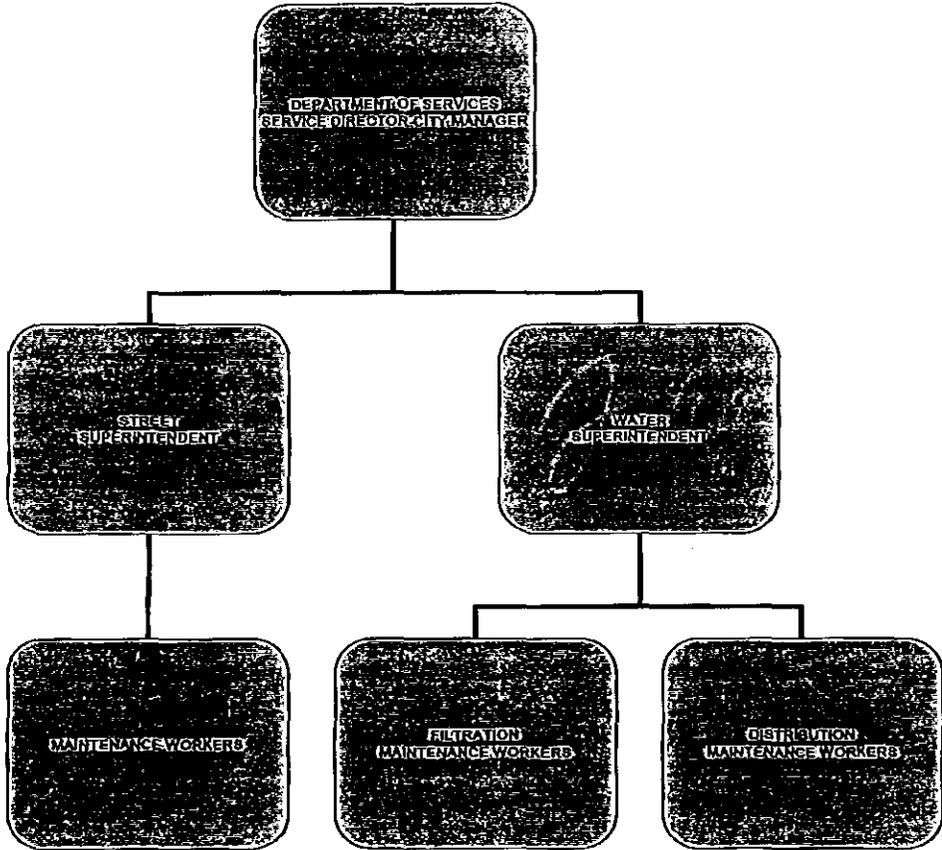
Jerry Baum 12-9-14
Jerry Baum, Local 2024 President

Rob Brown 12-9-14
Rob Brown, Vice President

Adam Maguire
Adam Maguire, Staff Representative

12-15-14
Date

**EXHIBIT A
ORGANIZATIONAL CHART**



**EXHIBIT B
DUES DEDUCTION CARD**

EXHIBIT C
HEALTH INSURANCE INFORMATION
WELLNESS PROGRAM
CITY OF HURON
Effective: January 1, 2009

Wellness Rewards

Earn Up to \$2,000 Single or \$4,000 Family in a Health Reimbursement Account

Each employee and spouse will need to complete a Personal Health Risk Assessment and Screenings to qualify.

The employee will receive a deposit in his/her Health Reimbursement Account for each screening where the Target is reached. Both the employee and the spouse must hit the Target to receive the reward. If no spouse is covered the family reward will be based on the employee screening.

Screenings
Cholesterol
Target = Cholesterol (LDL) under 130
Reward = \$450 single or \$900 Family

According to the National Heart, Lung, and Blood Institute, your LDL cholesterol level is a better indicator of your risk for a heart attack and stroke than total cholesterol. LDL is sometimes referred to as "bad" cholesterol because elevated levels of LDL correlate with coronary heart disease.

Glucose
Target = Glucose Under 110
Reward = \$450 single or \$900 Family

This test is used to evaluate blood glucose levels. It may be used to diagnose or screen for diabetes and to monitor patients who have diabetes. Diabetes is a very common disease, affecting about 2% of the general population. Diabetes results from an insulin deficiency or insulin insensitivity.

Blood Pressure
Target = Systolic between 100 – 140
Diastolic between 60 – 90
Reward = \$450 single or \$900 Family

Blood pressure is a measurement of the force applied to the walls of the arteries as the heart pumps blood through the body. The pressure is determined by the force and amount of blood pumped, and the size and flexibility of the arteries. Most people cannot sense if their blood pressure is high (hypertension) because these are usually no symptoms. High blood pressure increases the risk of heart failure, heart attack, stroke, and kidney failure. For people who have

high blood pressure, this test is a way of monitoring the effectiveness of medications and dietary modifications.

Tobacco/Nicotine

Target = None

Reward = \$450 single or \$900 Family

Smokers and people who use tobacco products have an increased risk of lung cancer, lung disease, heart attack, heart disease, hypertension, stroke, oral cancer, bladder cancer, pancreatic cancer, cervical cancer, pregnancy complications, low birth weight babies, early menopause, lower estrogen level for women, and facial wrinkles.

Completion of Personal Health Risk Assessment

Target = Complete the Assessment

Reward = \$200 single or \$400 Family

The Personal Risk Assessment is designed to provide information regarding your overall health status and risk factors.

Earn Back Rewards for Screenings where the Targets were missed:

Each individual can earn back the lost rewards by working with the BAC nurses. Measurable goals will be developed for each participant to help the individual work toward hitting the target(s). For each quarter of compliance, the individual will receive 25% of the missed reward.

Use of Credits

These rewards will be used only on claims dollars applied to the deductible. BAC will issue a check to the participant either via paper or direct deposit (employee's choice). The money will be paid to the participant. It is the participant's responsibility to pay the provider any monies owed.

Procedure to Obtain Credits

Go to Firelands Corporate Health for Wellness Tests. Both you and your spouse will need to go to Firelands Corporate Health and have a simple blood test. You must "Fast" for at least 9 – 12 hours prior to the test. This means no food or drink, except water. The following tests will be done:

- Total Cholesterol (TC)
- "Good" Cholesterol (HDL)
- Triglyceride Level (TRG)
- "Bad" Cholesterol (LDL)
- Glucose (GLU)
- Height
- Weight
- Waist Girth
- Blood Pressure

Firelands Corporate Health will provide the results to BAC. BAC will enter these results into the Personal Health Risk Assessment in WorldDoc.

Complete a Personal Health Risk Assessment Online

Both you and your spouse need to complete a health risk assessment. This can be found on the BAC web site in WorldDoc. Each individual must have a separate login. To access WorldDoc Online:

- Visit BAC's web site at www.bactpa.com, then select the "Participant" option located under our "members Area"
- If this is your first time logging in, click on "First Time Users" and follow the prompts to establish your secure login. If you already have a login, simply login.
- Once you have logged in, select "WorldDoc" located in the left hand navigation column.
- Your personalized and secure version of WorldDoc.com will launch a new window.
- You will see 3 blocks – click on the one marked "Health Risk Assessment" and follow the instructions.

You need to complete all the questions except the results from the Firelands Wellness Tests which will be completed by BAC. Once completed BAC will notify you of your results and Wellness Rewards.

**EXHIBIT D
WAGE INFORMATION**

The rates shown in the following grids do not include individual adjustments resulting from training, license premiums, longevity and merit compensation.

Pension Pickup. For the term of this Agreement, the Employer and Employee contribution rates to the Ohio Public Employees Retirement System (OPERS) shall be as follows:

2015		2016		2017	
City	Employee	City	Employee	City	Employee
17.00%	7%	16%	8%	15%	9%

Wage Grids:

The following grid represents the wage scale for the following full-time positions.

Maintenance Worker I
Maintenance Worker II
Finance Clerk (as qualified in Article 1, Purpose)

	2015 (0%)	2016 (2%)	2017 (2%)
A	\$21.13	\$21.55	\$21.98
B	\$19.08	\$19.46	\$19.85
C	\$18.04	\$18.40	\$18.77
D	\$17.31	\$17.66	\$18.01

The following grid represents the wage scale for the following full-time positions.

Maintenance Worker II - Floater
Maintenance Worker III

	2015(0%)	2016 (2%)	2017 (2%)
A	\$21.80	\$22.24	\$22.68
B	\$20.37	\$20.78	\$21.19
C	\$19.08	\$19.46	\$19.85
D	\$18.60	\$18.97	\$19.35

The following grid represents the wage scale for the following full-time positions.

Street Foreman
Distribution Foreman

**EXHIBIT F
GRIEVANCE FORM
AFSCME, AFL-CIO OC 8/LOCAL 2024**

PLEASE PRINT OR TYPE. Attach separate sheets if needed.
ORIGINAL GRIEVANCE MUST BE SENT TO EACH STEP BY GRIEVANT/UNION

Name of Grievant: _____ Date: _____

Classification: _____ Assignment: _____

Date and time of Incident: _____

Description of Grievance:

Articles and Sections of Agreement Violated:

Remedy Requested:

Grievant/Union Signature Date: _____

Received by: _____ Date: _____

Step 1: Immediate Supervisor _____ Rec'd _____
Date/Time

Answer _____

	Date	By	Accepted	Rejected
Step #1	_____	_____	_____	_____

Step #2 City Manager

Date/Time Received

Answer _____

Date By Accepted Rejected

Step #2

Date/Time Received

Step #3 Mediation

Date/Time Received

Answer _____

Date By Accepted Rejected

Step #3

Date/Time Received

Step #4 Appeal to Arbitration

Date/Time Received

Answer _____

Step #4

Date	By	Accepted	Rejected
_____	_____	_____	_____
_____ Date/Time Received			

RESOLUTION NO. 2014-90

A RESOLUTION APPROVING, AS LEGISLATIVE BODY, THE SUCCESSOR COLLECTIVELY BARGAINED AGREEMENT BETWEEN THE CITY OF HURON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO OC 8/LOCAL 2024; AND FURTHER, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUCCESSOR COLLECTIVELY BARGAINED AGREEMENT ON BEHALF OF THE CITY OF HURON, OHIO WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO OC 8/LOCAL 2024 FOR THE PERIOD OF JANUARY 1, 2015 THROUGH DECEMBER 31, 2017.

WHEREAS the American Federation of State, County and Municipal Employees, AFL-CIO, OC 8/Local 2024 and the City of Huron have collectively bargained a successor collectively bargained agreement for the period of January 1, 2015 through December 31, 2017; and,

WHEREAS American Federation of State, County and Municipal Employees, AFL-CIO, OC 8/Local 2024 has ratified the successor agreement on November 20, 2014; and

WHEREAS the Council of the City of Huron is the legislative body charged with accepting or rejecting the successor agreement; **NOW THEREFORE,**

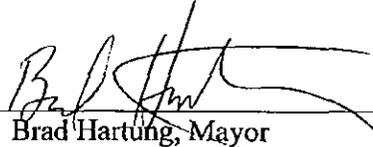
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

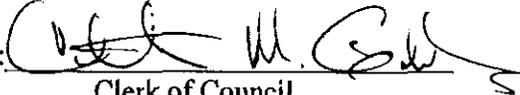
Section 1. This Council, as legislative body, ratifies and adopts the collectively bargained agreement between American Federation of State, County and Municipal Employees, AFL-CIO, OC 8/Local 2024 and the City of Huron and further authorizes and directs the City Manager to execute the collectively bargained agreement for the period of January 1, 2015 through December 31, 2017; said agreement to be substantially in the form of "Exhibit A" attached hereto and made a part hereof; and,

Section 2. The City Law Director is requested to send an executed copy of the successor collectively bargained agreement, together with a certified copy of this Resolution, to the State Employment Relations Board 65 E. State St., 12th Floor, Columbus OH 43215 and the American Federation of State, County and Municipal Employees, AFL-CIO, OC 8/Local 2024, 420 S. Reynolds Road, Toledo OH 43615-5980

Section 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

Section 4. That this Resolution shall go into effect and be in full force and effect from and after the earliest date allowed by law.


Brad Hartung, Mayor

ATTEST: 
Clerk of Council

ADOPTED: NOV 25 2014