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AGREEMENT

between the

THE CITY OF SIDNEY, OHIO

and

THE CITY OF SIDNEY/A.F.S.C.M.E., OHIO
COUNCIL 8,
LOCAL 2429

Effective January 1, 2015 - December 31, 2017

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ARTICLE 1

RECOGNITION

Section 1. This agreement is between the City of Sidney, Ohio, hereinafter referred to as the "City", and Ohio Council 8, and Local #2429 American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

Section 2. The City recognizes the Union and the elected officers of the Union, as the exclusive representative for its production, service, maintenance, and clerical employees specified in Section 3, excluding those employees set forth in Section 4.

Section 3. The Union will represent all full-time service, maintenance, and clerical employees of the City, pursuant to the certification by the State Employee Relations Board, dated June 13, 1997.

Section 4. All management level employees, supervisory employees, confidential employees, all members of the Police and Fire Department as defined by the Act, and Communications Technicians (Dispatchers), are excluded from representation by the Union.

ARTICLE 2

COOPERATION

The City and the Union each agree to use its best effort to serve the citizens of the City and the public in general, to achieve better understanding between the City, the Union, and the employees represented by the Union; to assure the proper and uninterrupted functions of the services of the City; and to promote mutual respect and fair dealing among the City, the Union, and the employees represented by the Union.

ARTICLE 3

MANAGEMENT RIGHTS

1. The City reserves and retains the right to direct, manage, and control the affairs of the City and it's dealing with its employees, except to the extent that this Agreement specifically provides to the contrary.

2. This includes, but is not limited to: the selection, transfer, assignment and layoff of employees, the termination of probationary employees, the termination for just cause of other employees; the making, amending, and enforcement of reasonable work rules and regulations; the securing of revenues of the City; the exercise of all functions of government granted to the City by the Constitution and statutes of the State of Ohio and the City Charter; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices, or procedures for the conduct of its affairs and from time to time, the changing or abolition of such practices or procedures; the purchasing and maintaining of adequate and safe equipment; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number and types of employees required; the establishment of training programs and upgrading requirements for employees; the establishment and the changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary, and may exercise them without prior consultation with the Union.

3. Should the City fail to exercise any of its rights or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

4. This section, and any other provision in this Agreement relating to management rights, are solely intended to supplement the rights of management set forth in Section 4117.08 of the Ohio Revised Code. This does not constitute bargaining about any of the rights protected by Section 4117.08 and is not a waiver of the City's right to refuse to bargain about any and all of the rights contained in that section.

ARTICLE 4

NO STRIKE/NO LOCK OUT

1. No Strike. There will be no strikes of any kind, including sympathetic strikes, during this Agreement whether for foreseeable or unforeseeable reasons. "Strikes" include any work stoppage, slowdown, picketing, or any other concerted activity, or attempted concerted activity, which would interrupt or limit the performance of services. Neither the Union nor any employee will encourage, authorize, participate in or condone, any strike.

   The Union will use its best efforts to prevent any violation of this section and to terminate any violation if there is one. If a violation of this section occurs, the Union will publicly denounce the strike, and will provide the City with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this section, it shall have no financial liability for any such violation.

   The City shall have the right to discharge, demote, suspend, or in place of suspension, to cause the forfeiture of a like number of days of paid vacation or holidays, or otherwise discipline employees for violation of this section. Employees so disciplined shall have recourse to the grievance and arbitration procedure contained in this Contract; however, the discipline imposed shall not be overturned unless the employee is found innocent of any violation.

   If the City claims a violation of this section, the City may request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis, and shall give the Union written or electronic notice. The hearing shall be held within 48 hours or as soon after that as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall have the authority to continue the hearing and to request post hearing briefs on the issue of damages. This section is intended to benefit the citizens and others served by the City.

2. No Lockout. The City shall engage in no lockout during the term of this Agreement. If the Union claims a violation of this section, the arbitration procedures in the preceding paragraph will apply.

ARTICLE 5

UNION BUSINESS

1. The Union shall certify in writing to the City the names of the stewards, which shall not exceed one (1) for each of the department or division's four (4) work-sites within the bargaining unit. The Union may also certify the names of alternates who may act in the absence of the steward, and shall designate the order of such alternates so to act. These certifications shall be kept current by the Union at all times and they shall be verified on an annual basis.

   The rights and privileges of all union officers, including the President, Vice-President and Stewards shall be as follows:

2. All Union business shall be conducted on the employee's own time, and not on time paid for by the City. The only exceptions will be grievance and arbitration meetings between the City and the Union representatives specified in the grievance and arbitration procedure, where the City and the Union both agree to hold such meetings during working hours, discipline or discharge meetings and such necessary time spent in drafting, investigating and filing grievances. In the aforementioned situations, employees shall be paid for regularly scheduled hours which are lost through attendance at such meetings or in connection with such activities. No City equipment, radios and City transport, shall be used for Union business, except that such limited use of vehicles or communications equipment as may be necessary to enable Union officers to represent employees in discipline and discharge meetings and the grievance and arbitration procedure during workings hours, not otherwise prohibited, shall not violate this general prohibition.

3. Duly authorized officers or representatives of the Union, employee or non-employee, may consult in the various assembly areas of the departments or the divisions before the start of and at the completion of any shift or crew's work. Union officers shall have the right to visit the City's plants, yards, warehouses or work sites during work hours for the purpose of adjusting or investigating grievances, assisting in the settlement of disputes, and for the purpose of insuring that the aims and provisions of the Agreement are properly followed. On any such visit, the Union official shall first apply to the appropriate supervisor, who may be another member of management if the immediate supervisor is not available, for permission, which shall not be arbitrarily denied. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with. Employee Union officials shall also seek permission from their own supervisor, or another member of management if the immediate supervisor is not available before leaving their place of work to investigate a grievance.

4. Negotiations. Unless otherwise agreed upon between the Union and the City for a specific series of negotiations, all negotiations will be on City-paid time, provided, however, in the event that negotiation sessions are scheduled at times when one or more of the Team members is/are not scheduled to work, or that a session or sessions extends beyond any team member's regular working hours, then the City will provide compensatory time off, on a one hour for one hour basis, subject to scheduling this time off with the approval of the appropriate supervisor. No overtime will be paid to any team member because of time spent in negotiations and the Fair Labor Standards Act will not be applicable because negotiations are not considered to be City business. The City will accommodate a total maximum of twenty (20) hours of compensatory time for the entire Negotiation Team. It is also understood that this provision will only apply to the negotiation process, and not to any impasse proceedings.

ARTICLE 6

GRIEVANCE AND ARBITRATION

1. Definition. A grievance is a claim that the City has violated this Agreement. Any dispute or issue not covered by this Agreement is not a grievance and is not subject to the grievance procedure. Grievances resulting from oral or written reprimands shall not be arbitrated. All time limits shall be calendar days; however, if the time limit is less than seven (7) days, Saturdays, Sundays, and holidays will not be included.

2. Procedure. All grievances shall be handled exclusively as set forth in this Agreement. A grievance must be taken up within ten (10) days of occurrence to be arbitrable, and shall be disposed of in the following procedure. Any settlement reached by the designated representatives shall be final and binding on anyone, including the grievant.

   Step 1. The employee shall place the grievance in writing, setting forth the facts involved and the section of this Agreement involved, where applicable, and shall give it to the department head or his designated representative. The department head shall give his answer within seven (7) days. If the employee and the department head agree to it, a meeting shall be held within that time, and in that case, the department head's answer shall be due within seven (7) days after the meeting.

   Step 2. If the grievance is not settled in Step 1, the employee may appeal to the Human Resources Manager. The appeal shall be in writing and shall be delivered to the Human Resources Manager or her/his designated representative within 10 days after the department head's answer. The Human Resources Manager will investigate the grievance by meeting with the grievant and the Supervisor and/or other employees who may be able to provide information. The Human Resources Manager will meet with the Grievant and Department Head and try to resolve the grievance.

   Step 3. If the grievance is not settled in Step 2 the grievant may appeal to the City Manager. The meeting shall then be held between the full grievance committee and the City Manager within thirty (30) calendar days. The City Manager shall give his written answer within 14 days of the meeting.

   Step 4. Any grievance that remains unresolved after Step 3 may be submitted to grievance mediation upon agreement of the parties. If a grievance proceeds to mediation, the procedures set forth in Step 4 may be stayed, upon written agreement of the parties, until the mediation process

is completed.

The parties agree to use a mediator from the federal mediation and conciliation services, the State Employee Relations Board or any other mutually agreed upon individual. The grievant shall have the right to be present at the mediation conference.

Step 5. If the grievance is not settled in Step 3, the Union may then appeal the decision to arbitration. To do so, the Union must give the City Manager (or his designated representative) written notice of intent to arbitrate within 30 calendar days of the answer of the City Manager. Either the City or the Union may then request appointment of an arbitrator by the American Arbitration Association pursuant to its rules. However, the City and the Union, at any time, may mutually agree upon an arbitrator instead. Grievances may not be appealed to the Civil Service Board. All matters not resolved at Step 2, may be moved to arbitration by the Union.

3. The arbitrator shall have no power to add to, subtract from, or modify this Agreement in any way, but shall instead by limited to the application of the terms of this Agreement in determining the dispute. The arbitrator shall also have no power to determine any jurisdictional disputes between employees covered by this Agreement. Anything that happens after the termination of this Agreement does not give rise to any rights or liabilities under this Agreement and is not subject to arbitration. The arbitrator shall promptly hear the matter and shall render his decision within 30 days from the arbitration hearing. His decision shall be final and binding upon the parties to this Agreement. Each party shall pay one-half of the expenses and fees of the arbitrator, but each party shall bear its own expenses.

Any grievance not submitted or appealed within the time limits is considered settled and shall not be arbitrable. If the City does not answer on time, the Union may elect to have the matter considered at the next step. Any of the time limits contained herein may be extended by mutual agreement of the parties.

ARTICLE 7

EFFECT OF LAWS

This Agreement supersedes and replaces all pertinent statutes, ordinances, resolutions, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within 30 days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 8

WAIVER

1. The City and the Union have had ample opportunity to present for negotiations any subject desired. This Agreement represents the full economic and non-economic negotiated package for its duration. Each, therefore, clearly and unmistakably waives, for the remainder of the term of this Agreement, the right to require either party to negotiate on any subject, even though not now known, whether or not covered in this Agreement and whether or not mentioned during negotiations. This shall not be considered "boiler-plate" or a routine "zipper clause".

2. This Agreement is complete in writing. It may be amended only by an instrument in writing signed by the City and appropriate Union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor does it obligate the City to continue in effect, any working conditions, benefit, or past practice which is not covered or contained in this Agreement.

3. If either party suggests any amendment to this Agreement, the willingness of the other party to discuss the request, or make any proposal, shall not in any way negate the complete waiver set forth in Section 1 of this Article, nor shall the making of any amendment in any way negate Section 1.

ARTICLE 9

LEAVES OF ABSENCE

1. Leave for Personal Reasons. An employee, upon written application, may be granted unpaid personal leave of absence at the discretion of the City, when such leave of absence is for justifiable reason, and provided it will not adversely affect operations. If, however, the employee accepts employment elsewhere without the consent of the City during the leave of absence, he shall be considered to have terminated his employment. If an employee accepts employment elsewhere, with City consent, and is retained on leave of absence, he shall receive no coverage under the health and welfare program of the City, and shall receive no retroactive increase for his prior service unless re-employed without a break in service. Normally, such leave shall not exceed six months, although the City Manager, in his discretion, may grant in writing an additional six month leave.

2. Leave of Absence Due to Injury or Illness. An employee who is unable to work by reason of illness or injury must request a leave of absence in writing. The City may require a medical examination by a physician designated by the City as a condition of granting or continuing the leave and/or reinstatement. In no event shall the leave for illness or injury extend for more than the period of available paid leave, unless the City Manager, in his discretion, grants a longer period in writing. Female employees will be granted leaves of absence for disabilities due to pregnancy on the same basis as leaves are granted for other disabilities.

   When an employee knows in advance that a disability will be incurred, such as for surgery or due to pregnancy, the employee shall give the City notice of the expected disability as far in advance as is practicable.

3. An approved leave of absence shall not be considered as a break in service with the City, but the time on leave shall not count towards service required for vacation or longevity benefits.

4. Family and Medical Leave Act (FMLA).

   (A) Eligible employees (those who have worked for the City of Sidney at least 12 months and for at least 1250 hours during the year preceding the requested leave) are entitled to take up to twelve (12) weeks of unpaid leave during any twelve month period from the first day leave was taken. This leave may be used:

      1. For incapacity due to pregnancy, prenatal medical care, or childbirth or to care for the employee's child after birth, or placement for adoption or foster care;

      2. To care for the employee's spouse, son or daughter, or parent, who

has a serious health condition; or

3. for a serious health condition that makes the employee unable to perform his/her job.

(B) All leave (paid or unpaid) taken for FMLA reasons shall be counted against the employee's annual FMLA leave entitlement.

(C) When leave is foreseeable, the employees must provide thirty (30) days advance notice, in writing, to their department head. This requirement can be waived with the approval of the City Manager. In cases where applicable, the City may require the employee to provide a doctor's certification to support a request for leave. A second opinion may be required, at the City's expense. If the opinions are conflicting, a third opinion, at the City's expense, may also be sought. While on FMLA leave, employees shall contact their supervisor at least once per month and indicate their intention to return to work as scheduled.

(D) Employees are entitled to maintain their medical coverage during FMLA leave provided they continue to pay their share of premium costs and meet other conditions of the coverage as required for all employees. Failure to pay premiums within thirty (30) days of the due date will result in the cancellation of coverage, although coverage will be reinstated upon the employees return to work.

(E) The City will require an employee to use any available paid leave while on FMLA leave.

(F) All requests for FMLA leave must be approved by the City Manager or designee. Records of FMLA leave will be kept and recorded in accordance to procedures established by the City's Human Resources Department. The City may require any certificate permitted by FMLA.

G Eligible employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

H FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12 month period. A covered service member is a current member of the Armed Forces, including a member of the National

Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

ARTICLE 10

HEALTH AND SAFETY

1. Cooperation Between City and Union. The City agrees to maintain adequate provisions for the health and safety of its employees during the hours of their employment. The Union and all employees agree to cooperate with the City on all matters pertaining to health and safety.

2. Medical Examination returning From the Leave of Absence. Employees returning from a leave of absence because of illness or injury may be required to undergo a medical examination or psychological examination by, and receive the approval of, a physician designated by the City before being permitted to return to work. If such an examination is required, it shall be paid for by the City. If the employee's physician disagrees with the physician designated by the City, the two shall select a third physician whose decision will be determinative. Employees will pay for their own physical and, if a third physical is performed; the cost will be paid by the City.

   If an employee returns to work with the permission of his personal physician and the City requires him to undergo an examination by a physician designated by the City, during the time between his reporting for work and the time of his examination by a physician designed by the City, the employee, at the option of the City, will be permitted to perform his regular duties, assigned to light duties, or not be permitted to work but receive his regular pay. The employee shall cooperate with the city in scheduling and appearing at all doctor's appointments.

   If a physician designated by the City determines the employee is not able to work, said employee shall be placed on sick leave or other paid leave, if he has it available, until the examination by the third physician. If the employee does not have paid leave available, he will be granted unpaid leave of absence until the examination by the third physician.

3. Medical Examination in Interest of Health and Safety. In the interest of health and safety, the City may require, at City expense, a medical examination or a psychological examination of an employee at any time. If the examination discloses that the employee's condition jeopardizes his health or safety or that of other employees, or his job performance, the City may relieve the employee from active duty. If the employee's physician disagrees with a physician designated by the City, the two shall select a third physician whose decision will be determinative. Employees will pay for their own physical and, if a third physical is performed; the cost will be paid for by the City.

ARTICLE 11

NO DISCRIMINATION

The City, the Union, and each employee will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, handicap, or status as a Veteran of the Vietnam era.

ARTICLE 12

UNION DUES CHECK-OFF

1. The City agrees to deduct Union membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit.

2. The City agrees to deduct Union membership dues once each pay period, not to exceed two (2) pay periods per month, from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City by the employee or his designated representative. Upon receipt of the proper authorization, the City will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the City.

3. For the duration of this Agreement, the City agrees to remit the dues deducted from eligible bargaining unit employees' pay in accordance with this Article, once each month to AFSCME, Ohio Council 8, Controller, 6800 N. High Street, Worthington, Ohio 43085-2512.

4. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

5. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization or (6) resignation by the employee from the Union in accordance with the provisions herein; or (7) any other separation from the City's payroll.

6. The City shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

7. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

8. The rate at which dues are to be deducted shall be certified to the Finance Officer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Finance Officer prior to making any changes in any individual's dues deductions.

9. Except as otherwise provided herein, each eligible employee's written authorization of dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Finance Officer.

10. Authorization and Fair Share. All employees in the bargaining units defined herein who, sixty (60) days from the date of hire are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. 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. The fair share fee amount shall be certified to the City by the Secretary-Treasurer of the Local Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Agreement. The Union will comply with applicable legal requirements, and will make relevant information available so that the employer is able to carry out its legal obligations in seeing to this.

    The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal Law. In addition, the Union will provide the City of Sidney designated representative for collective bargaining with a copy of the Union's fair share fee procedure.

    The City of Sidney will deduct from the wages the regular monthly Union dues of members and the fair share fees of non-members. Deduction shall be made from the biweekly pay of all employees. In the event an employee's pay is insufficient for the deduction, the City will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

11. The City agrees to provide a list of the names and addresses of bargaining unit employees to Ohio Council 8 and the local president when requested for Fair Share Fee Compliance.

ARTICLE 13
WAGES

2015 Base Pay

0% Effective December 14, 2014

	1	2	3	4	5	6	7
1A	26,603.20	28,017.60	29,099.20	30,243.20	31,761.60	33,072.00	
	12.79	13.47	13.99	14.54	15.27	15.90	
1B	30,160.00	31,491.20	32,947.20	34,340.80	35,838.40	37,377.60	38,916.80
	14.50	15.14	15.84	16.51	17.23	17.97	18.71
2A	31,408.00	32,884.80	34,340.80	35,838.40	37,377.60	38,916.80	40,393.60
	15.10	15.81	16.51	17.23	17.97	18.71	19.42
3A	32,780.80	34,216.00	35,838.40	37,377.60	38,916.80	40,393.60	42,244.80
	15.76	16.45	17.23	17.97	18.71	19.42	20.31
4A	34,216.00	35,838.40	37,377.60	38,916.80	40,393.60	42,244.80	44,116.80
	16.45	17.23	17.97	18.71	19.42	20.31	21.21
5A	35,526.40	37,190.40	38,916.80	40,393.60	42,244.80	44,116.80	46,030.40
	17.08	17.88	18.71	19.42	20.31	21.21	22.13
6A	37,024.00	38,708.80	40,393.60	42,244.80	44,116.80	46,030.40	47,964.80
	17.80	18.61	19.42	20.31	21.21	22.13	23.06
6B	38,313.60	40,060.80	41,808.00	43,617.60	45,448.00	47,382.40	49,316.80
	18.42	19.26	20.10	20.97	21.85	22.78	23.71
6C	39,707.20	41,496.00	43,180.80	44,969.60	46,800.00	48,713.60	50,606.40
	19.09	19.95	20.76	21.62	22.50	23.42	24.33
7A	38,708.80	40,393.60	42,244.80	44,116.80	46,030.40	47,964.80	49,940.80
	18.61	19.42	20.31	21.21	22.13	23.06	24.01
8A	40,331.20	42,140.80	44,116.80	46,030.40	47,964.80	49,940.80	52,124.80
	19.39	20.26	21.21	22.13	23.06	24.01	25.06
9A	42,120.00	44,012.80	46,030.40	47,964.80	49,940.80	52,124.80	54,163.20
	20.25	21.16	22.13	23.06	24.01	25.06	26.04
10A	43,846.40	45,884.80	47,964.80	49,940.80	52,124.80	54,163.20	56,742.40
	21.08	22.06	23.06	24.01	25.06	26.04	27.28
10B	45,427.20	47,424.00	49,483.20	51,521.60	53,747.20	55,785.60	58,219.20
	21.84	22.80	23.79	24.77	25.84	26.82	27.99
10C	47,028.80	49,046.40	51,105.60	53,123.20	55,328.00	57,324.80	59,862.40
	22.61	23.58	24.57	25.54	26.60	27.56	28.78
11A	45,676.80	47,756.80	49,940.80	52,124.80	54,163.20	56,742.40	58,864.00
	21.96	22.96	24.01	25.06	26.04	27.28	28.30
11B	47,361.60	49,462.40	51,625.60	53,768.00	55,931.20	58,385.60	60,652.80
	22.77	23.78	24.82	25.85	26.89	28.07	29.16
11C	48,963.20	51,105.60	53,248.00	55,411.20	57,574.40	60,049.60	62,275.20
	23.54	24.57	25.60	26.64	27.68	28.87	29.94
12A	47,736.00	49,899.20	52,124.80	54,163.20	56,742.40	58,864.00	61,401.60
	22.95	23.99	25.06	26.04	27.28	28.30	29.52
13A	49,628.80	51,854.40	54,163.20	56,742.40	58,864.00	61,401.60	64,001.60
	23.86	24.93	26.04	27.28	28.30	29.52	30.77
14A	51,937.60	54,184.00	56,742.40	58,864.00	61,401.60	64,001.60	66,747.20
	24.97	26.05	27.28	28.30	29.52	30.77	32.09

2016 Base Pay

1.5% Effective December 27, 2015

	1	2	3	4	5	6	7
1A	27,002.25	28,437.86	29,535.69	30,696.85	32,238.02	33,568.08	
	12.98	13.67	14.20	14.76	15.50	16.14	
1B	30,612.40	31,963.57	33,441.41	34,855.91	36,375.98	37,938.26	39,500.55
	14.72	15.37	16.08	16.76	17.49	18.24	18.99
2A	31,879.12	33,378.07	34,855.91	36,375.98	37,938.26	39,500.55	40,999.50
	15.33	16.05	16.76	17.49	18.24	18.99	19.71
3A	33,272.51	34,729.24	36,375.98	37,938.26	39,500.55	40,999.50	42,878.47
	16.00	16.70	17.49	18.24	18.99	19.71	20.61
4A	34,729.24	36,375.98	37,938.26	39,500.55	40,999.50	42,878.47	44,778.55
	16.70	17.49	18.24	18.99	19.71	20.61	21.53
5A	36,059.30	37,748.26	39,500.55	40,999.50	42,878.47	44,778.55	46,720.86
	17.34	18.15	18.99	19.71	20.61	21.53	22.46
6A	37,579.36	39,289.43	40,999.50	42,878.47	44,778.55	46,720.86	48,684.27
	18.07	18.89	19.71	20.61	21.53	22.46	23.41
6B	38,888.30	40,661.71	42,435.12	44,271.86	46,129.72	48,093.14	50,056.55
	18.70	19.55	20.40	21.28	22.18	23.12	24.07
6C	40,302.81	42,118.44	43,828.51	45,644.14	47,502.00	49,444.30	51,365.50
	19.38	20.25	21.07	21.94	22.84	23.77	24.69
7A	39,289.43	40,999.50	42,878.47	44,778.55	46,720.86	48,684.27	50,689.91
	18.89	19.71	20.61	21.53	22.46	23.41	24.37
8A	40,936.17	42,772.91	44,778.55	46,720.86	48,684.27	50,689.91	52,906.67
	19.68	20.56	21.53	22.46	23.41	24.37	25.44
9A	42,751.80	44,672.99	46,720.86	48,684.27	50,689.91	52,906.67	54,975.65
	20.55	21.48	22.46	23.41	24.37	25.44	26.43
10A	44,504.10	46,573.07	48,684.27	50,689.91	52,906.67	54,975.65	57,593.54
	21.40	22.39	23.41	24.37	25.44	26.43	27.69
10B	46,108.61	48,135.36	50,225.45	52,294.42	54,553.41	56,622.38	59,092.49
	22.17	23.14	24.15	25.14	26.23	27.22	28.41
10C	47,734.23	49,782.10	51,872.18	53,920.05	56,157.92	58,184.67	60,760.34
	22.95	23.93	24.94	25.92	27.00	27.97	29.21
11A	46,361.95	48,473.15	50,689.91	52,906.67	54,975.65	57,593.54	59,746.96
	22.29	23.30	24.37	25.44	26.43	27.69	28.72
11B	48,072.02	50,204.34	52,399.98	54,574.52	56,770.17	59,261.38	61,562.59
	23.11	24.14	25.19	26.24	27.29	28.49	29.60
11C	49,697.65	51,872.18	54,046.72	56,242.37	58,438.02	60,950.34	63,209.33
	23.89	24.94	25.98	27.04	28.10	29.30	30.39
12A	48,452.04	50,647.69	52,906.67	54,975.65	57,593.54	59,746.96	62,322.62
	23.29	24.35	25.44	26.43	27.69	28.72	29.96
13A	50,373.23	52,632.22	54,975.65	57,593.54	59,746.96	62,322.62	64,961.62
	24.22	25.30	26.43	27.69	28.72	29.96	31.23
14A	52,716.66	54,996.76	57,593.54	59,746.96	62,322.62	64,961.62	67,748.41
	25.34	26.44	27.69	28.72	29.96	31.23	32.57

2017 Base Pay

1% Effective December 25, 2016

	1	2	3	4	5	6	7
1A	27,272.27	28,722.24	29,831.04	31,003.82	32,560.40	33,903.76	
	13.11	13.81	14.34	14.91	15.65	16.30	
1B	30,918.52	32,283.20	33,775.82	35,204.47	36,739.74	38,317.65	39,895.56
	14.86	15.52	16.24	16.93	17.66	18.42	19.18
2A	32,197.91	33,711.85	35,204.47	36,739.74	38,317.65	39,895.56	41,409.50
	15.48	16.21	16.93	17.66	18.42	19.18	19.91
3A	33,605.24	35,076.53	36,739.74	38,317.65	39,895.56	41,409.50	43,307.26
	16.16	16.86	17.66	18.42	19.18	19.91	20.82
4A	35,076.53	36,739.74	38,317.65	39,895.56	41,409.50	43,307.26	45,226.34
	16.86	17.66	18.42	19.18	19.91	20.82	21.74
5A	36,419.89	38,125.74	39,895.56	41,409.50	43,307.26	45,226.34	47,188.06
	17.51	18.33	19.18	19.91	20.82	21.74	22.69
6A	37,955.15	39,682.33	41,409.50	43,307.26	45,226.34	47,188.06	49,171.11
	18.25	19.08	19.91	20.82	21.74	22.69	23.64
6B	39,277.19	41,068.33	42,859.47	44,714.58	46,591.02	48,574.07	50,557.12
	18.88	19.74	20.61	21.50	22.40	23.35	24.31
6C	40,705.84	42,539.62	44,266.80	46,100.59	47,977.02	49,938.75	51,879.15
	19.57	20.45	21.28	22.16	23.07	24.01	24.94
7A	39,682.33	41,409.50	43,307.26	45,226.34	47,188.06	49,171.11	51,196.81
	19.08	19.91	20.82	21.74	22.69	23.64	24.61
8A	41,345.53	43,200.64	45,226.34	47,188.06	49,171.11	51,196.81	53,435.74
	19.88	20.77	21.74	22.69	23.64	24.61	25.69
9A	43,179.32	45,119.72	47,188.06	49,171.11	51,196.81	53,435.74	55,525.40
	20.76	21.69	22.69	23.64	24.61	25.69	26.69
10A	44,949.14	47,038.80	49,171.11	51,196.81	53,435.74	55,525.40	58,169.47
	21.61	22.61	23.64	24.61	25.69	26.69	27.97
10B	46,569.69	48,616.71	50,727.70	52,817.37	55,098.94	57,188.61	59,683.41
	22.39	23.37	24.39	25.39	26.49	27.49	28.69
10C	48,211.57	50,279.92	52,390.91	54,459.25	56,719.50	58,766.52	61,367.94
	23.18	24.17	25.19	26.18	27.27	28.25	29.50
11A	46,825.57	48,957.88	51,196.81	53,435.74	55,525.40	58,169.47	60,344.43
	22.51	23.54	24.61	25.69	26.69	27.97	29.01
11B	48,552.74	50,706.38	52,923.98	55,120.27	57,337.87	59,854.00	62,178.22
	23.34	24.38	25.44	26.50	27.57	28.78	29.89
11C	50,194.62	52,390.91	54,587.19	56,804.79	59,022.40	61,559.85	63,841.42
	24.13	25.19	26.24	27.31	28.38	29.60	30.69
12A	48,936.56	51,154.16	53,435.74	55,525.40	58,169.47	60,344.43	62,945.85
	23.53	24.59	25.69	26.69	27.97	29.01	30.26
13A	50,876.96	53,158.54	55,525.40	58,169.47	60,344.43	62,945.85	65,611.24
	24.46	25.56	26.69	27.97	29.01	30.26	31.54
14A	53,243.83	55,546.73	58,169.47	60,344.43	62,945.85	65,611.24	68,425.89
	25.60	26.71	27.97	29.01	30.26	31.54	32.90

D. CLASSIFICATIONS

Class	Pay Grade
Clerical Aide	1A
Transit Dispatcher	1B
Clerk Typist I	3A
Custodian I	3A
Custodian II	4A
Clerk Typist II	5A
Secretary	5A
Account Clerk I	5A
Account Clerk II	6A
Maintenance Worker I	6A
Utility Systems Operator/Class I	6B
Utility Systems Operator/Class II	6C
Engineering Aide	7A
Equipment Operator I	7A
Water Service Worker I	8A
Utilities Mechanic I	8a
Operator in Training	8A
Auto Mechanic	9A
Utilities Mechanic II	9A
Equipment Operator II	9A
Maintenance Worker II	9A
Street Tech	9A
Water Pollution Control Operator/Class I	10A
Water Treatment Plan Operator/Class I	10A
Water Pollution Control Operator/Class II	10B
Water Treatment Plan Operator/Class II	10B
Water Pollution Control Operator/Class III	10C
Water Treatment Plan Operator/Class III	10C
Information Technology Technician	11A
Engineering Technician I	11A
Chief Operator	11A
Water Treatment/Water Pollution Control Chemist/Class I	11A
Water Treatment/Water Pollution Control Chemist/ClassII	11B
Water Treatment/Water Pollution Control Chemist/ClassIII	11C
City Surveyor	13A
Engineering Technician II	13A

ARTICLE 14

OVERTIME COMPENSATION

1. Overtime pay shall be provided to all employees, except as exempted in the following sections at a rate of one and one-half times the normal rate for all hours worked in excess of the normal work day, or in excess of the basic work week. If overtime is expected to last more than one hour, the overtime shall first be offered to full-time permanent personnel in that department. Should the overtime be expected to last less than one hour, then the overtime shall first be offered to full-time permanent personnel on the job site and then to part-time personnel on the job site.

2. Work performed outside the regular work schedule, unless such work is an extension of the day's work, shall constitute a call-out. A continuous extension of the work day shall not constitute a call out, except for instances where the extension involves starting work earlier than normal and the employee is not notified prior to leaving the work place before the scheduled extended work day. Provided, however, that situations where an employee is already on City property or the job site, within 30 minutes of starting time and is requested to begin work early, the employee will receive overtime for the time period worked before starting time, but this situation will not constitute a call-out.

   Call-outs shall be paid at the time and one-half rate, with a minimum guarantee of three hours at the time and one-half rate, except as noted in the following paragraphs.

   Any employee who takes an unauthorized absence for part or all of a regularly scheduled work day and then responds to a call-out the same day, without working over the hours in a normal work day for the day including the time worked for the call-out and other time worked during the day, shall be paid at the regular rate of pay with a minimum guarantee of two hours at that rate. However, if the combined work for the call-out and the other regularly scheduled work during the day exceeds the hours in a normal work day, then the employee shall be paid at the time and one-half rate for any time worked over the hours in a normal work day.

   If call-out work is performed prior to the start of the regular work shift and continues into the regular shift, the pay rate shall revert to straight time at the start of the regular shift and shall continue at that rate for the hours in a normal work day. In the event that a call out occurs with less than two hours prior to the start of the work day, the employee shall receive the guaranteed two hours of call out pay. Additional overtime worked during the work day shall then be compensated for at the time and one-half rate.

3. Any Employee who, at the request of the City, works a holiday that is not a part of his regularly scheduled work week, shall be paid at a rate of two and one-half times his base wage, plus his holiday pay.

4. Employees will have the option to take compensatory time off in lieu of overtime pay; noting that said compensatory time off will be earned at a rate of 1 ½ times the number of hours worked. All compensatory time off will be subject to scheduling approval of the immediate supervisor. No employee can earn more than eighty (80) hours of compensatory time in a calendar year, and compensatory time must be taken within twelve months of being accrued. In extenuating circumstances, where an employee is not permitted by a supervisor to schedule compensatory time off due to City operational problems, the City Manager may extend the twelve month time limit.

5. All employees in the Water Treatment Plant and Wastewater Treatment Plant, offered overtime by their supervisor, will be granted compensatory time off or cash payment at the option of the supervisor; to be determined by the supervisor in advance of the employee working such overtime.

ARTICLE 15

LONGEVITY PAY

1. As a means of rewarding employees for loyal service and to serve as an incentive for retaining good employees, a longevity pay plan is established. annual longevity payments shall be made during the first half of the month of December of each year as set forth below, to all permanent employees hired prior to January 1, 1998 who shall have completed at least five years of continuous service, and who shall be in the employ of the City as of November 30 of the year in which the longevity payment is made. Annual longevity payments shall be based on the basic salary of the employee as of June 30 of the year in which the longevity payment is made and the rate of payment shall be as follows:

   1) 2% of basic annual salary after 5 years of service
   2) 2-1/2% of basic annual salary after 10 years of service
   3) 3% of basic annual salary after 15 years of service
   4) 4% of basic annual salary after 20 years of service
   5) 5% of basic annual salary after 25 years of service

2. Employees who retire under normal or disability retirement programs of the City during any year in which longevity payments shall be made under this Article and who, because of such retirement, shall not be in the employment of the City as of November 30 of that particular year shall, nevertheless, receive a pro rate longevity payment for that year based on the number of full months of employment from the last December 1 to the date of the employee's retirement. Such longevity payments shall be computed on the basis of the employee's basic salary.

3. As a means of recognizing the long term of City employees, service awards will be awarded on an annual basis to employees so designated by the City Manager. In addition, upon retirement, employees with at least 10 years of service shall receive a watch or other gift as the employee chooses with a special inscription as recognition of many years of service.

4. Employees hired after January 1, 1998 shall not be entitled to longevity pay.

ARTICLE 16

TEMPORARY SUPERVISORY PAY

Employees temporarily assigned the duties and responsibilities of the supervisor, unless such duties are a part of their job, shall receive an additional 5% over their base wage for the time they are performing in this capacity. Such assignment shall be made in writing by the department head.

Personnel shall receive the temporary supervisory pay when the temporary assignment equals or exceeds three working days.

The 5% will be accumulated and paid the next pay period in accordance with procedures established by the Finance Officer.

ARTICLE 17

VACATION

1. Each permanent employee shall accrue vacation with pay in accordance with the schedule set forth below.

BASIC WORK WEEK	YEARS OF SERVICE	PAY PER. ACCRUAL RATE
40 hours - bi-weekly pay	0-6 complete	3.08 hours (2 wks./yr.)
	7-13 complete	4.62 hours (3 wks./yr.)
	14-24 complete	6.16 hours (4 wks./yr.)
	25 and over	7.70 hours (5 wks./yr.)

2. At the time of separation from service, an employee shall be entitled to vacation pay for any accrued vacation leave for which he is entitled providing the employee has given the City a two-week notice of his resignation; however, the City Manager (upon the request of the Department Head) may, at his discretion, waive the two-week notice.

3. Except as provided in Section 2 above, an employee shall not have the option of converting vacation to cash.

4. Employees who have accumulated the amount of sick leave set forth below, may be granted additional annual vacation up to forty hours. This conversion will be at the rate of one sick leave hour for one vacation hour.

   Accumulated sick leave hours - 1440

5. Vacation credits are not earned while on a non-paid status.

6. Employees shall forfeit the right to take or be paid for any vacation leave to their credit which is in excess of the accrual for two (2) years. Such excess vacation shall be eliminated from the employee's vacation leave balance.

7. All employees of the bargaining unit may be entitled to vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment for purposes of computing vacation time.

8. When an employee is promoted from a regular, part-time position to a regular, full-time position, the vacation anniversary date will be adjusted from the date of full-time employment hire by counting back an equivalent number of full-time weeks by taking the total continuous regular, part-time hours worked divided by 40.

ARTICLE 18

HOLIDAYS

1. The following days are full holidays with pay for all regular permanent employees in the City service:

New Year's Day	Labor Day
President's Day	Floating Holiday*
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Martin Luther King Jr. Day	

*Employees may take the holiday any time with prior approval of the department head and the Personnel Department. Shift workers may not take the day off from duty; they will, however, receive the holiday pay at the conclusion of the first full pay period in the month of November. Any new employee shall be eligible for the floating holiday benefit only if they start work prior to Veteran's Day. The floating holiday must be taken in one 8-hour increment.

2. If a holiday falls on a Saturday or Sunday, each non-shift employee shall be entitled to a compensatory day off to be scheduled by the City Manager. Holiday overtime will be paid on the actual holiday rather than the compensatory day off. Overtime worked on the compensatory day off will be paid at the rate of time and one-half the employee's base wage.

3. Shift employees will be paid at their regular pay plus eight times an hourly rate arrived at by dividing their annual salary by 2080 for all holidays granted in Section 1 above, whether they work the holiday or not.

4. Holiday pay will be paid only to those employees who work, or are on authorized leave during, their regularly schedule work day both immediately before and after the holiday.

5. Any City employee, who, at the request of the City, works a holiday not part of his regularly scheduled work week shall be paid at a rate of two and one-half times his base wage, plus his holiday pay.

ARTICLE 19

PERSONAL LEAVE

1. Each employee shall be entitled to four days of Personal Leave. Personal Leave may be taken at the employee's option with prior approval of the Department Head. Personal Leave days are to be earned quarterly with one day being earned on the first day of January, April, July, and October. Personal Leave days may be used prior to being earned, but if the employee leaves the employ of the City, with the exception of retirement or death, having used Personal Leave days that were not earned, an appropriate adjustment will be made in his final pay.

2. All employees must use Personal Leave in minimum one (1) hour increments. Personal Leave shall not be eligible to be carried over to another calendar year.

3. All new employees must serve six (6) months of continuous employment with the City before they are eligible to use Personal Leave.

4. No employee shall have the option of converting Personal Leave to cash.

ARTICLE 20

SICK LEAVE

1. Permanent employees shall be entitled to unlimited accumulation of sick leave on the basis of their basic hourly work week. All such sick leave and the accumulation thereof shall be in a unit of hours. The following schedule sets out the proper sick leave provisions based upon the basic hourly work week of the employee.

Basic Work Week of the Employee (hours)	Sick Leave to Which the Employee is Entitled for Each Complete Month of Service
40	12 hours

Employees on workers comp disability leave of absence shall accumulate sick leave credits at a pro-rated rate according to the amount of sick leave used during said time off.

2. Sick Leave for Illness or Injury. Employees may use sick leave time for absence due to illness, injury, exposure to serious contagious disease and for serious illness in the employee's immediate family. For Sick Leave for Illness or Injury "immediate family" means spouse, parents, child, step-child, foster child or adopted child. The City Manager may, at his discretion, permit sick leave to be used for illness or injury of other relatives.

Sick Leave Time for Bereavement. Regular seniority employees will be eligible to use sick leave time for bereavement for a member of the immediate family. The maximum leave shall be 3 consecutive work days, and the employee shall suffer no loss of straight time earnings for such leave. One of the days must be the date of the funeral. For bereavement, "Immediate family" means mother, father, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step child, step parent, step siblings, grandchildren, grandparents, aunts, uncles, spouse's grandparents, spouse's aunts, spouse's uncles and other persons living in the employee's home. The employee shall have appropriate proof of attendance at the funeral, and, when required, of his relationship to the person whose funeral it was.

Sick leave is used up by deducting the number of hours or parts of hours which the employee is absent from the normally scheduled work day.

Sick leave shall be documented with the appropriate leave request form to be completed by the employee as soon as possible.

3. A department head may require an employee to submit documentation from a medical doctor or other qualified person for the purpose of justifying an

employee's use of sick leave.

4. As a result of a job incurred injury, there will be no deduction from accumulated sick leave for any period of time during which the employee receives wage continuation for an on-the-job injury pursuant to Article 22.

5. All employees who retire after 10 years of continuous service shall receive 30% of accumulated sick leave provided they are then eligible for retirement as determined by the Ohio Public Employees Retirement System.

6. Any employee who must use his sick leave shall see that his immediate supervisor or department head is notified by himself or by a representative, as soon as is reasonably possible after it is determined that absence from work will be necessary.

7. Upon termination of employment other than retirement, an employee who has at least twenty-five years of continuous service with the City shall be entitled to payment for unused sick leave of 30% of his total sick leave accumulation.

8. Employees who do not use more than one day of sick leave in a given Pay year shall be paid a bonus equivalent to eight (8) hours pay at the employee's hourly rate. Said bonus, if earned, will be paid at the employee's rate of pay for the last pay period in December in the year earned and paid at the first pay period in February of the following year. The conversion of sick leave to vacation and funeral leave shall not be considered a use of sick leave to prevent the payment of the bonus.

9. Temporary Light Duty Assignments may be accommodated in accordance with the following:

   (a) Any employee desiring to be placed on a temporary light duty assignment for medical reasons, shall submit a written request to his/her Senior Director, explaining the nature of the illness or injury, the proposed duty activities, and attaching a medical release for the light duty activities contemplated;

   (b) The City reserves the right to determine whether to make or approve temporary light duty assignments and to determine (with medical clearance) the activities to be conducted in such assignment provided, however, that all such assignments will involve work that is directly related to the departmental operation, and that each request for such assignment will be evaluated on the basis of available and suitable light duty work details for temporary assignment as determined by the Senior Director and City Manager;

   (c) Any employee temporarily assigned to a light duty status shall be paid

according to his current pay rate. Temporary light duty assignments may involve work activities that are typically performed by a supervisor or another employee at a higher pay grade. However, the provisions of Section 131.34 Temporary Supervisory Pay, will not be applicable to individuals assigned to light duty activities, as described above; and

(d) Any individual assigned to light duty status will not be scheduled to work on a holiday. The calculation of sick leave accrual for individuals on light duty status will be computed on the basis of that individual's permanent shift assignment even though the light duty assignment may alter the actual work shift.

ARTICLE 21

MEDICAL-SURGICAL-LIFE & TRAVEL-ACCIDENT INSURANCE

1. The City provides for a group medical-surgical insurance plan, which is available to all permanent employees. This medical-surgical plan provides for two different types of protection: individual or family. The employee may select the policy which best fits his needs. Dependent children will be covered as required by federal and state laws.

2. The City pays 100% of the premiums for life insurance and travel-accident insurance. The City also pays 87% of the premiums for the basic health insurance plan which includes major medical coverage.

3. The City will provide, at no cost to the employee, a travel-accident insurance policy to cover city-related travel outside the city limits. The scope of coverage shall be $50,000.

4. The City will provide for a group life insurance plan which is available to all permanent employees. This coverage applies only to the employee and not to the employee's family. The amount of the life insurance coverage is $50,000 with an accidental death and dismemberment clause.

5. Only permanent and probationary employees are included in the coverage of any of the three plans.

6. The City has established a committee of employees to investigate the existing health insurance coverage and options for additional coverage. The Health Insurance Committee will make its recommendations to the City Manager After consultation with the Health Insurance Committee, the City reserves the right to change the medical-surgical plan to maintain premiums for coverage at approximately the current levels, or to minimize the amount of increases to those levels. The Union shall designate it representative to the Health Insurance Committee. The Union designated representative shall be paid for regular scheduled hours of work when attending the Health Insurance Committee Meeting.

7. City employees eligible to receive health insurance, who choose not to receive the City's health insurance coverage, and who are not covered by a spouse or parent also working for the City, will receive an annual cash benefit of $500 for persons who qualify for coverage during each year of the duration of this contract. The annual cash benefit is only available to those employees (1) who have been eligible for and who chose not to receive the City's health insurance coverage; and (2) who are not covered by a spouse or parent also working for the City; for at least the 12 consecutive months preceding the November 30 cash eligibility date.

This payment will be made to eligible employees at the same time longevity payments are distributed.

8. Re-enrollment would be based on insurance rules and regulations. Reinstated employees who return to regular full-time active employment will be required to re-satisfy the waiting period if reinstatement is due to lay-off or an approved leave of absence, other than FMLA. Coverage shall be effective the first of the month following the 30 day waiting period.

ARTICLE 22

WORKERS' COMPENSATION

Workers' Compensation is provided for the benefit of City employees in two forms; namely, (1) reimbursement of medical expenses and (2) disability allowances.

1. Reimbursement of medical expenses will generally be made directly to the attending physician or hospital, provided that the injured employee has reported the accident to his supervisor, as soon as is possible, in writing on the City's "Employee's Report of Injury or Accident" form provided by the supervisor.

2. In the case of an employee being disabled as a result of an on-the-job injury, the injured employee may petition the proper State agency for a disability allowance.

3. If an employee is unable to work due to a job-related injury or illness, the City may pay the employee his full weekly rate of pay for up to the first 60 days following the date of injury. The City Manager may continue such payments beyond 60 days if he determines that doing so would benefit the City. Such payments shall be made only to the extent that the employee would otherwise be eligible for, and shall take the place of, temporary total disability payments from the Bureau of Workers' Compensation. When an employee receives salary continuation under this section, the City will not deduct from the employee's accumulated sick leave. The City may require the employee to perform any duties within the limitations of such injury or illness. The period of salary continuation shall be determined by the City in its sole discretion and shall not be subject to the grievance procedure.

   In determining an employee's eligibility for salary continuation or ability to perform or return to work, the City, in its sole discretion, may rely upon medical evidence presented by the employee or may require the employee to submit to an examination by a physician or other examiner selected and paid for by the City.

4. DISABILITY SEPARATION LANGUAGE:

   A. Disability separation. If an employee, as a result of an on the job injury, is unable to perform the substantial and material duties of his position for a period of twelve (12) consecutive months, the employee shall be placed on disability separation at the end of said twelve (12) month separation period and the City may fill his position. Employees on disability separation shall be entitled to sick leave pay as long as they have unused sick leave to their credit.

   B. Reinstatement rights. In accordance with O.R.C. Section 145,362, an

employee given a disability separation shall have the right to reinstatement within five (5) years after having been given a disability separation to a position in the classification the employee held at the time of separation. When such employee is restored to his position, the former incumbent of such position shall be demoted to the next lower rank, and the rank shall be demoted, and so on down until the youngest employee in point of service has been reached, who shall be laid off, if necessary.

C. Request for reinstatement. Any request for reinstatement from a disability separation must be not later than five (5) years following a disability separation. The request must be in writing.

D. Medical examination. The employee requesting reinstatement from a disability separation shall be eligible for reinstatement after a medical examination, conducted by a physician to be designated by the City, or upon the submission of other appropriate medical documentation establishing that the disability, illness, injury, or condition no longer exists.

5. The city may offer temporary light duty to an employee who is receiving workers' compensation, even if the employee has not requested light duty, so long as the temporary light duty is approved by the employee's treating physician. If the employee refuses the light duty assignment, his workers' compensation, sick leave, or wage continuation under Article 21 and Article 23, may be terminated.

ARTICLE 23

OTHER BENEFITS

1. *Coffee Breaks/Rest Periods.* All permanent employees are permitted two (2) fifteen (15) minute breaks each day. These breaks are to be taken at a time established by the department head.

2. *Jury and Witness Duty.* Any employee, who is called upon for jury duty or as a witness in a court of law, shall be granted a leave of absence for the period of such duty. The City shall pay the employee the amount of pay which the employee would have normally received during the absent time providing the employee turns over any compensation received for time served during the normal work period. Where jury or witness duty would create an undue hardship on the City operations, the City will attempt to gain excuse of those individuals and will need their cooperation to do so.

3. *Military Leave.* A. Any employee who is a member of the National Guard or of the Military or Naval Forces of the United States, and is required to undergo training therein shall be granted a leave of absence with pay for the period of such training. His paid leave of absence shall be in addition to his vacation leave, but shall not exceed twenty-two eight-hour work days or one hundred seventy-six hours within one calendar year. An employee on one continuous leave of absence that extends into a subsequent calendar year or years will receive pay only for one period of twenty-two work days for 176 hours, not for each year of the same leave. In the case of military leave, paid leaves shall mean the difference between the employee's regular salary and all government money received for such military leave, excluding any transportation reimbursement received.

   B. City employees who are called to active military service pursuant to an Order by the President of the United States or an Act of Congress will be paid the difference between their regular City salary and all government money received for such military leave, excluding any transportation reimbursement received. A qualifying employee shall be eligible to receive this benefit for a maximum period of two years. The employee must submit satisfactory evidence of military pay received in order to receive the benefit.

   C. During the employee's military leave as permitted by Section (b), if the employee elects COBRA health care continuation, the City shall pay the same monthly premium percentage contribution towards the employee's COBRA coverage as it would have made for an active employee with the same health insurance coverage. Employees shall pay the same percentage contribution toward their COBRA coverage as they would have made as an active employee.

A qualifying employee shall be eligible to receive this benefit for a maximum period of two years.

D. The City shall not compensate an employee for military leave beyond what is covered in this section.

4. *Cost of Textbooks and Training.* The City shall pay the cost of textbooks for job-related educational improvement. The City shall also pay employees, at their regular hourly rate, for all time spent by employees attending job-related educational improvement classes. Prior approval of the City Manager is required for determining if the educational improvement is job related. All books purchased must be returned to the City upon completion of the course. Any employee who resigns from City employment within five years after completing these courses shall pay back to the City the reimbursement received on a prorated basis over the five-year period with 20% of the reimbursement being forgiven each year beginning from the date the course was completed. Such reimbursement costs owed the City may be withheld from the employee's final paycheck.

5. *Mileage Allowance.* Whenever possible, City vehicles shall be used for trips of 250 miles or less. If a vehicle is not available, approval may be given for use of a private vehicle in which case reimbursement for mileage will be made in accordance with statutes and rules of the Internal Revenue Services.

6. *Uniform Allowance.* The City will continue the practice of providing needed uniform items, the items to be determined by the City. At least a two-week supply shall be provided. The City will provide for the cleaning of uniforms.

7. *Bulletin Board Space.* The City will provide reasonable space on existing bulletin boards in each of the City's four (4) buildings for use by the Union. These bulletin boards shall be used for the purpose of posting proper Union notices. No Union notices shall be posted anywhere in the City's facilities except on the bulletin boards designated for use by the Union. Neither the Union nor anyone else will use the bulletin board space to bad mouth the City. Upon request of the City, the Union shall cause the immediate removal of any material posted in violation of this Article. Refusal to remove said material will subject the employee to disciplinary action by the City.

8. *Supplying the Agreement.* The City will provide the Committee with a sufficient number of copies of this agreement so that the Committee may furnish one to each employee in the Unit. Said copies will be furnished within 30 calendar days of the signing of this Agreement at no cost to the employees.

9. *Compensatory Time for Employer-Sponsored Committees.* In the event that employer-sponsored committee meetings are scheduled at times when one or

more of the committee members is not scheduled to work, or the meeting extends beyond the member's regular working hours, then the City will provide overtime. Attendance at each such committee meeting is subject to supervisory approval.

10. *Fitness Facility Reimbursement:* The City shall provide reimbursement up to the cost of an adult Sidney/Shelby County YMCA membership per year toward an employee's fitness facility membership. Employees may attend any facility that is approved by the City. Employees who receive the benefit must have used the fitness facility at least 52 times in a 12-month period. Not more than 2 visits per day will be counted toward the 52 times in a twelve-month period. Employees who do not use the fitness facility the minimum number of times shall not receive the benefit on the ensuing year. Under special circumstances (prolonged illness or serious injury, childbirth by employee, restrictions by doctor for health reasons, extended military leave, leave of absence without pay) the City Manager may, at his discretion, grant a waiver from this requirement. The City will pay for a new member fee (if one is charged) only one time during the employee's employment.

11. *Pension Pick-up* - The City shall provide a pension Pick-up program by the salary reduction method, deducting the employee contribution from the gross salary each year.

12. Those persons who are required to have a CDL license shall be reimbursed by the City for the State's fee in getting CDL license renewal. The City shall not reimburse the employee for the original acquisition of a CDL license. However, the City agrees to furnish employee's attempting to attain a CDL license a CDL vehicle to train and take the examination with. Reimbursement will not be made for skills tests required due to driver error or points.

13. State fee for renewal of certification for water/wastewater will be paid by the City.

ARTICLE 24

PROBATIONARY PERIOD

A. All employees appointed permanently shall serve a probationary period of twelve months.

B. All promotional appointments shall be probationary and subject to a probationary period of six months after appointment. An employee promoted and then rejected during a probationary period shall have the right to resume the position from which he was promoted.

ARTICLE 25

SEPARATION FROM SERVICE

A. Layoff. When it becomes necessary in any department, through lack of work, funds, or other causes, to reduce the number of employees in a given class, temporary, seasonal and part-time employees, if any, in that department shall be laid off first and thereafter the least efficient permanent employees as shown by service ratings for the twelve-month period immediately preceding the layoff date shall be next laid off. In the absence of satisfactory service ratings, layoff shall be in order of City-wide seniority, the persons last appointed being the first laid off.

This provision shall in no way effect the right of the City, as provided in Article III, to transfer or assign employees or to fill any vacancy not created by a reduction in force.

B. An employee who is laid off shall be placed on a recall list for a period of two (2) years or for a period equal to the employee's length of service with the City of Sidney, whichever is less. The notice of recall shall be sent to the employee by certified mail. The employee must notify the City of his/her intention to return to work within five (5) calendar days after receiving notice of recall. An employee eligible for recall must be available to report to work with fourteen (14) calendar days of receiving the notice of recall. The City shall be deemed to have fulfilled its obligation to provide notice by mailing the recall notice by certified mail return receipt requested, to the latest mailing address provided by the employee. It is the responsibility of the employee to provide the City with his/her latest mailing address. If the employee fails to notify the City within (5) five calendar day of receiving the notice of recall or fails to return to work within (14) fourteen calendar days of receiving the notice of recall, the employee will be removed from the recall list and will not be eligible for recall in the future.

If there is a recall, employees on the recall list shall be recalled in reverse order of their layoff with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees, as determined by the City, has been obtained. If the employee declines the offer of recall, the next employee on the recall list shall be notified in accordance with the above paragraph. If the employee declines the offer of recall, the employee will be removed from the recall list and will not be eligible for recall in the future.

ARTICLE 26

DRUG AND ALCOHOL POLICY

Following is a negotiated Drug and Alcohol Policy. The reasonableness of this is agreed upon. Additions, deletions, or modifications of this rule may be made by the employer afterward; the Union will reserve the right to challenge the reasonableness.

PURPOSE

The City of Sidney has a legal responsibility and management obligation to insure a safe work environment; as well as paramount interest in protecting the public by insuring that it's employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug/alcohol dependence or abuse or illegal drug use.

A reasonable drug/alcohol testing program must establish a balance between the rights of the employee and the compelling governmental interest in maintaining a Police agency free of illegal drugs. Liability could be found against the City and the employee if we fail to address ourselves with diligence to insure that employees can perform their duties without endangering themselves or the public.

There is sufficient evidence to conclude that use of alcohol or illegal drugs and/or drug abuse (whether illegal or prescription drugs) and alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal use of drugs by City employees (therefore, possession) is a crime in this jurisdiction and clearly unacceptable.

POLICY

City employees shall not take any narcotic or other dangerous drug unless prescribed by a person licensed to practice medicine. Any statutorily-defined illegal use or possession of drugs by an employee, whether on or off duty, is prohibited. City employees are prohibited from consuming or possession of alcohol at any time during or just prior to a beginning of the work period or anywhere on City property, including buildings, property, or vehicles.

All property belonging to the City, including the entire premises of the City, is subject to inspection at any time without notice as there is no expectation of privacy. Property includes, but is not limited to, City-owned vehicles, desk, locker, and files.

The appropriate use of prescription drugs and over-the-counter medications is not prohibited. However, the following guidelines must be observed. All prescription drugs must be in the original container and in the employee's name. Any employee using a prescription drug should consult with their physician or pharmacist regarding the effects of the drug and provide written approval for the use of any drug during working hours which could affect the employee's ability to safely operate a motor vehicle or perform their normal job duties. Employees should read all labels carefully. On-duty employees

shall inform their supervisor when using any over-the-counter medications that could cause drowsiness.

Failure of any employee to comply with the intent or provisions of this policy is grounds for disciplinary action, including dismissal or other action determined appropriate by the City Manager. Refusal by the employee to take a required test, i.e. a test that is ordered based upon reasonable suspicion or post-accident, or random test selection as defined in this policy, will result in immediate relief from duties pending disposition of any administrative personnel action. A positive drug or alcohol test, or the refusal to a test after an accident may affect the employee's eligibility to receive workers' compensation benefits under Chapters 4121 and 4123 of the Revised Code.

PROCEDURE

Definitions:

1. Drug test - a urinalysis test administered under approved conditions and procedures to detect drugs by a certified laboratory and other testing methods approved by the Department of Health & Human Services certification program.
2. Alcohol test - a blood sample or urine sample taken at either a hospital or accredited testing laboratory, or a breath test administered by a hospital, accredited testing laboratory, or a licensed agency.

DRUG TESTING - URINALYSIS and ALCOHOL TESTING

A. Employees of the department shall be required to submit to a test for alcohol, drug, or narcotic use as outlined below:

1. The City Manager or his/her designee may order a drug/alcohol test when he or she has reasonable suspicion that an employee is using, or is under the influence of drugs, narcotics, or alcohol. Examples of conduct that constitute reasonable suspicion include, but are not limited to: slurred speech, alcohol odor on breath, unsteady walking and movement, accident involving City property, physical altercation, verbal altercation, unusual behavior, or possession of alcohol or drugs.
2. The City Manager or his/her designee may order a drug/alcohol test for employees who are driving City vehicles who are involved in accidents involving personal injury or significant property damage. Significant property damage shall be defined as damage that temporarily prevents the use or enjoyment of the property or substantially interferes with its use or enjoyment for an extended period of time. Personal injury shall be described as an injury that requires medical attention away from the accident scene.
3. Drug/alcohol testing may be conducted on safety sensitive positions randomly using a valid method of selection. The random test selection will be done by the approved testing laboratory, performed four (4) times throughout the calendar year and consist of a total maximum of twenty-five percent (25%) of the number of safety sensitive employees. Those safety sensitive positions subject to DOT testing shall not be part of this pool.
4. The order shall be in writing and the employee shall be advised of circumstances surrounding the order to test.

5. When the City Manager or his/her designee orders a drug or alcohol test according to the guidelines For #2 above, he or she shall prepare a report containing the facts and circumstances including any pertinent dates and times. The report shall be made available to the employee upon request. The employee may provide the report to the Union if him /her so chooses. This report shall also be forwarded to the Human Resources Department and the City Manager's Office.

6. Whenever practical, prior approval should be obtained from the City Manager before his/her designee orders the test.

B. In the event that an employee is required to submit to a drug or alcohol test, the following guidelines should be observed:

1. The employee shall be granted enough time to change from uniform to civilian clothing, if desired.

2. The employee will be transported to the designated testing facility by a supervisor.

3. The employee may request that a Union employee of his/her choice be present for the transportation and test, provided said individual is reasonably available. The use of said Union employee shall not create an overtime expense to the City.

4. A controlled test will be conducted by personnel of the testing facility.

5. Subject to the rules of the testing facility, the employee may have an observer for the test.

6. All urine and blood samples will be properly labeled, sealed, and turned over to the testing site personnel by the employee. The specimen will be divided properly by the designated test center or laboratory designated by the test center.

7. All parties involved will be transported back to their department. If the test of the employee is held over his/her assigned time, he/she will be compensated for that time.

8. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health & Human Services or certified by a DHHS-recognized certification program such as the Substance Abuse and Mental Health Services Administration. The procedures utilized by the City and the testing facility shall follow the Department of Transportation standards and shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures.

9. Alcohol testing shall be done in a manner used to test drivers operating a motor vehicle under the influence. This will typically involve a breath test. If this type of testing is not available however, other standard methods such as blood or urine may be utilized. A blood alcohol content of .02 or greater shall be considered a positive test result. The current testing facility for the City is Wilson Memorial Hospital Occupational Health. In the event that testing is required after normal business hours, the Emergency Department at Wilson Memorial Hospital shall be deemed the testing facility.

10. Any employee that is suspected of operating a City vehicle while under the influence of alcohol by law enforcement, law enforcement requirements shall take precedence and the individual will be tested according to law enforcement policy and procedures.

11. The results of the testing shall be delivered to the City and the employee tested. An employee whose test result is positive shall have the right to request a certified copy of the test results in which the testing facility shall affirm that the tests results were obtained using approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided under this policy shall be grounds for discipline.

12. If a drug confirmation test is positive, the employee may, upon written request, have the split sample retested by a DHHS-certified laboratory. This request shall be presented to the City Manager or his/ her designee within 72 hours upon being notified of a positive result. In the written request, the employee shall indicate if the split sample is to be tested by the original laboratory or forwarded to another DHHS-certified laboratory. The split samples are held by the testing laboratory for a period of one year. The City shall notify Occupational Medicine of the request for the split sample re-test and shall pay for the test.

In the event that the split sample test confirms the results of the first test, the City will proceed with the actions set forth in this policy and the employee shall be invoiced for the expense of the split sample re-test.

Substance Testing and Assistance

Upon the findings of a positive test result, the employee who has tested positive shall be referred to the employee assistance program (EAP) or appropriate substance abuse professional as determined by appropriate medical personnel in consultation with the City. The City may impose disciplinary action upon the findings of a positive test result. However, the City agrees it will not discharge an employee who tests positive his/her first time. This limitation on discipline shall not limit the City in imposing discipline up to and including termination for gross misconduct which may be coincident with an employee's improper drug or alcohol use or for reporting to work or working with a blood alcohol content of .04 or greater or with illegal drugs in an employee's system in excess of the drug cutoff levels established by the Substance Abuse and Mental Health Services Administration. If the employee has previously tested positive for the use of drugs or alcohol or has refused to participate in or fails to complete the EAP or treatment detoxification program, the employer has the right to impose disciplinary action, including termination.

An employee who participates in a rehabilitation or detoxification program may be allowed to use accrued paid leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee may be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program.

Upon completion of a rehabilitation or detoxification program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee will be returned to his/her former position. Such employee may be subject to periodic retesting for one (1) year upon their return to their position. Any employee in a rehabilitation or detoxification program according to this policy, will not lose any seniority or benefits, should it be necessary for the employee to be placed on

medical leave of absence without pay for a period of not to exceed 90 days.

If the employee tests positive during a retesting after his/her return to work from such a program, the employee shall be subject to appropriate disciplinary action up to and including termination.

Periodic re-testing that is performed during the period of one-year upon their return to their position, shall be at the expense of the City. The expense of testing the split sample during the periodic re-testing shall follow the same guidelines as outlined in Section 12.

ARTICLE 27

DISCIPLINE

In the event of unsatisfactory employee performance, actions, attitudes, or work habits the department head shall inform the respective employee promptly and specifically of the undesirable conditions and shall give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances a specific incident may justify severe disciplinary action in and of itself. However, the action to be taken depends upon the principles of just cause and progressive discipline. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

(a) Written Reprimand. In situations where an oral warning has not resulted in the expected improvement, or where more severe initial action is warranted, written reprimand may be sent to the employee by the department head, and a copy shall be placed in the employee's personnel records. Written and oral warnings shall not be arbitrated.

(b) Suspension for a period of three days or less. Any employee may be suspended without pay for a period of three days or less. In such a case, suspension may be made by the department head for reasons of misconduct, negligence, inefficiency, insubordination, disloyalty, unauthorized absence, or other justifiable reasons when alternate personnel actions are not appropriate.

(c) Suspension for more than 3 days. Dismissal of Employees. The suspension for more than 3 days, demotion or dismissal of employees covered by this agreement shall be for charges of a serious or progressive nature.

(d) Procedure for Disciplinary Action. The City Manager shall first hold a pre-disciplinary meeting with the employee. If, after such meeting, the City Manager feels that disciplinary action is warranted, the employee shall be furnished an advance written notice containing the nature of the proposed action, the reasons therefore, and his right to answer the charges. This notice shall be furnished at least one calendar week prior to the proposal effective date of discipline, or dismissal. The employee may be retained in duty status, placed on leave, or suspended with or without pay at the discretion of the City Manager. If the employee fails to respond to the advance notice, the proposed action of the City Manager shall be effective on the date specified with no need for further action. Otherwise, the City Manager shall carefully consider the written appeal of the employee, which must be received by the City Manager within forty-eight hours of the time that the employee received the advance notice. After considering the employee's appeal, the City Manager

shall transmit to the employee, at the earliest possible moment, a letter containing his full decision.

(e) Employee Appeal. If the employee wishes to appeal the decision of the City Manager, he shall do so in accordance with the grievance and arbitration procedure contained in the contract.

(f) Records of Oral and Written Reprimands will be removed from all employees' personnel file in two (2) years, provided that the employee has received no intervening discipline and the employee requests the removal in writing to the Human Resources Department. Records of suspensions will be removed from an employee's personnel file within five (5) years, provided that the employee has received no intervening discipline and the employee requests the removal in writing to the Human Resources Department.

(g) Any time the Employer or any of its representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

ARTICLE 28

DURATION

This Agreement shall be in effect from January 1, 2015 through December 31, 2017. Negotiations for a successor Agreement shall commence 90 days before that date. The Union and the City shall then promptly present their respective proposals to each other, and shall meet in an attempt to conclude all negotiations within the next 45 days.

This Agreement is signed at Sidney, Ohio this 6th day of. May 2016

CITY OF SIDNEY, OHIO

By Mark S. Cundiff
Mark S. Cundiff
City Manager

AFSCME, OHIO COUNCIL EIGHT

By Marcia Knox 5/6/16
Marcia Knox
Regional Director

By James Stewart
James Stewart
President, Local 2429

By Sylvia Smith
Sylvia Smith
Secretary/Treasurer

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