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AGREEMENT

The City of Marietta, Ohio

And

TEAMSTERS LOCAL UNION NO. 637
Affiliated with
The International Brotherhood of Teamsters



EFFECTIVE
JANUARY 1, 2015
THROUGH
DECEMBER 31, 2017

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ARTICLE 1
PURPOSE

SECTION 1.

This Agreement is entered into between the City of Marietta, Ohio (hereinafter referred to as the “City”) and the Teamsters Local Union No. 637, (hereinafter referred to as the “Union”) in recognition of the common interest in public service to the citizens and for the purpose of achieving better understanding between the parties as well as for the purpose of providing for the peaceful settlement of any difference which may arise between the parties.

SECTION 2.

The parties hereto agree that neither the City nor the Union shall discriminate against an employee because of his membership or non-membership in the Union or his participation in activities herein prescribed.

SECTION 3.

The City, the Union and each employee will cooperate fully to comply with all applicable laws or constitutional provisions or ordinances forbidding discrimination on account of race, color, creed, religion, sex, age, marital status, national original, handicap, or political affiliation.

The Employer specifically agrees to take any and all actions necessary to comply with the provisions of the American with Disabilities Act and the Family and Medical Leave Act, regardless of any conflicting provision of this Agreement.

SECTION 4.

The City recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

SECTION 5.

A high standard of efficiency of service shall be maintained by all members of the bargaining unit and the City.

SECTION 6.

When issues of contract interpretation arise resulting in contract clarifications or when policy changes not covered by this Agreement arise, those clarifications or changes may be

implemented on a department by department basis of throughout the bargaining unit as the City shall deem appropriate, following a meeting of the Labor-Management Committee. Provided, however, that in the event of a disagreement between the parties concerning any issue arising under this Section on a mandatory subject of bargaining, such issue may be the subject of a grievance under the Grievance Procedure herein, the results of which shall be final and binding upon the parties for the duration of this Agreement.

ARTICLE 2
THE CITY'S RIGHTS

SECTION 1.

Unless expressly provided to the contrary, the City reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Service Department of the City of Marietta, as such rights existed prior to the execution of this or any other previous Agreement with the Union.

Such rights shall include, but are not necessarily limited to the rights:

- A.) To develop, alter or abolish policies, practices, procedures and rules to govern the operation of the Service Departments and bring about discipline in accordance with the provisions of Ohio's Civil Service laws and Article 32, hereof, Discipline.
- B.) To determine work assignments and establish, alter or eliminate work schedules, locations or functions in accordance with municipal or departmental needs.
- C.) To transfer, promote or demote employees; or to lay off, terminate or otherwise relieve employees from duty for just cause.
- D.) To recruit, select and determine the number, qualifications and characteristics of employees required.
- E.) To establish basic and in-service training programs and requirements for upgrading skills of employees.
- F.) To take such measures as the City may determine to be necessary for the orderly and efficient operation of the Service Departments of the City.
- G.) Set forth in Ohio Revised Code Section 4117.08(C).

To the extent that the above rights are limited by the provisions of this Agreement, alleged violations are subject to the Grievance and Arbitration Procedures.

ARTICLE 3

RECOGNITION OF UNION

SECTION 1. BARGAINING RIGHTS

The City hereby recognizes the Union as the sole and exclusive bargaining agent for all employees in the classifications as listed in Section 2 below.

SECTION 2. JOB TITLES

The term “employee” as used throughout this Agreement shall apply to those employees who are employed full-time in the following job titles:

- | | |
|--|---------------------------------------|
| Water Operator - Licensed | Wastewater Operator – Unlicensed |
| Water Operator – Unlicensed | Chemist |
| Maintenance & General Utility Mechanic | Truck Driver |
| Equipment Operator I | Bacteriologist |
| Equipment Operator II | Pretreatment Coordinator |
| Operator | Electrician-Electric Motor Mechanic |
| Backflow Prevention Coordinator | Painter |
| Water Meter Setter | Mechanic |
| Water Meter Reader | Assistant Mechanic |
| Laborer I | Wastewater Operator – Licensed |
| Laborer II | Maintenance Technician |
| Wastewater Service Technician | Water Distribution Service Technician |
| Tapper | Press Operator |

Exclusive of service personnel within their provisional and probationary period; part-time, casual and seasonal service employees; and confidential service employees.

SECTION 3. BARGAINING UNIT EXCLUSIONS.

The City will advise the Union when new positions are to be added to any department whose employees are included in this Agreement and will confer with the Union at the next Labor-Management Committee meeting concerning whether the position is in or out of the bargaining unit.

SECTION 4. EMPLOYEE JOB TITLES.

During the first week of each calendar year the City shall supply to the Union the name of each employee in the bargaining unit, his job title and job classification. During the year the City shall supply to the Union the name, job title and job classifications for each employee hired or rehired who is a member of the bargaining unit.

SECTION 5. JOB DESCRIPTIONS

The City shall maintain a job description for each job title in the bargaining unit and will meet and confer with the Union prior to making any changes in the job descriptions. The City will provide a copy of all bargaining unit job descriptions to the Union upon request.

SECTION 6. NEW EMPLOYEES

New employees shall be considered on probation for a period of sixty (60) calendar days after their first employment. The employee shall accrue no seniority during the probationary period. After completion of the probationary period, seniority shall be retroactive to the first day of employment within the department.

SECTION 7. NEW EQUIPMENT

If new equipment is put into service by the City, all employees in job titles affected as determined by the City, shall be given a reasonable opportunity to become familiar with it. Within thirty (30) days the City shall meet with the Union to discuss job descriptions and job titles.

ARTICLE 4 **SCOPE OF BARGAINING**

SECTION 1.

The Union has sole and exclusive bargaining rights on the following subjects:

- A. Wages
- B. Hours
- C. Fringe Benefits
- D. Terms and Conditions of Employment

SECTION 2.

Employees in all newly created job titles may become members of the bargaining unit by compliance with and pursuant to the terms of Chapter 4117 of the Ohio Revised Code.

SECTION 3.

Work normally performed by employees in the bargaining unit, including overtime work, shall not be performed by others, including supervisory personnel from other departments, if employees in the bargaining unit are available and qualified. The Union shall supply to the City, and update from time to time, a list of available and qualified bargaining unit employees who wish to be called out for overtime.

ARTICLE 5
UNION DUES AND FAIR SHARE

SECTION 1. UNION DUES

During the term of this Agreement, the Employer agrees to deduct period union membership dues, initiation fees, re-initiation fees and assessments levied by the Union in accordance with the Constitution and By-laws of said Union, from the pay of each employee who executes proper authorization card.

Such deductions will be checked off each month of the pay earned in the first two pay periods of the month. The Employer will remit the deductions collected to the Union on or before the Friday of the week following the final pay period of the month in which the deduction is made.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken by the Employer in relying upon such written authorization furnished the Employer by the Union and the Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the officer designated by the Union.

The Union is to furnish to the Employer a list of union members from whom such deductions are to be deducted on an approved deduction form. These are to be mailed at the first of each month to the Employer.

SECTION 2. FAIR SHARE PROVISION

It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary period or sixty (60) days after the effective date of the contract, whichever is later.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

The Employer will notify the Union of all new hires, within ten (10) days after they have been accepted, furnishing the Union with the new employee's name, social security number, mailing address, and the position for which he/she was hired.

ARTICLE 6
UNION BUSINESS AND RESPONSIBILITIES

SECTION 1.

The Union Steward and/or representative from Local Union No. 637 has the right to represent an employee(s) in disciplinary and grievance hearings upon request.

The Steward may at the discretion of the City be required to maintain a record of the authorized time spent on such activity and must submit records of such time spent to the Director of Public Safety and Services by the tenth of the month following such activity. In no event will the City capriciously deny authorizing reasonable time for the investigation of filed grievances by a Union Steward.

SECTION 2.

There shall be no more than four (4) Union Stewards, one each to represent the Street, Wastewater and Water Departments and one (1) to represent the Equipment Maintenance, Public Facilities and Utility Maintenance Departments.

SECTION 3.

The Stewards' names and departments and/or divisions shall be furnished to the Director of Public Safety and Service by the Union and kept current at all times. If a Steward's name is not listed, he will not be granted time away from the job. However, no more than one (1) Steward may handle a grievance.

Union business other than that listed in Section 1 or 4 of this Article shall not be conducted by a Steward on City time unless otherwise approved by the City, and such Union business authorized under this Article shall not interfere with the work assignment of the Steward(s) involved or the work assignment of any other employees.

SECTION 4.

Not more than five (5) delegates designated by the Union Business Agent shall participate in the negotiation sessions. Such employees shall be paid on a no loss or gain basis for authorized time spent during working hours at such meetings. However, no more than four

(4) employees shall be on duty, and receiving payment therefore during negotiation sessions. No overtime shall be paid should negotiation sessions extend beyond normal working hours.

SECTION 5.

A representative of Local Union No. 637 may consult with employees in the assembly area designated by the City before the start of and at the completion of the day's work, and he shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of this Agreement. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.

SECTION 6.

The Union Business Agent shall have the same privileges accorded to the Steward for the purposes of coordinating and expediting grievances.

SECTION 7.

It is understood that the privilege listed above do not authorize Stewards to be absent from their jobs without authorization granted pursuant to the terms of this Article.

SECTION 8.

It is agreed that the Union shall have access to departmental bulletin boards for the purpose of posting union notices or literature provided that:

- A.) All notices or literature posted must be signed by the Union President or other designated Union officer or representative of Teamsters Local Union No. 637.
- B.) No political endorsements shall be permitted.
- C.) The Director of Public Safety and Service shall have the right to review all notices or literature, except notices of meetings, prior to their posting and to deny access for items not meeting the requirements of this Section.

ARTICLE 7
HOURS OF WORK

SECTION 1. SCHEDULE OF HOURS.

Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work, consisting of five (5) consecutive days per week, Monday through Friday, with a regular starting time for all employees except:

- A.) Where there is a continuous twenty-four (24) hour per day operation;
- B.) Where there is a continuous seven (7) day per week operation;

C.) Where the normal schedule of hours is in excess of eight (8) hours per day. All employees shall have a thirty (30) minute meal period each day.

SECTION 2. PAY FOR OVERTIME

Payment for hours worked in excess of eight (8) in any work day shall be made at the rate of time and one-half, provided an employee works his normally assigned schedule in the week overtime hours are earned. Where an employee in any one work week has worked more than eight (8) hours in any work day, and during said work week uses accumulated sick leave credits, no premium pay shall be made unless said employee covers his absence (s) with an acceptable sick leave application in accordance with Article 10, Section 4.

In lieu of pay for overtime, the employee may request compensatory time off at the rate of one and one-half (1 ½) hours off for each hour of overtime worked. Such request shall be made not less than forty-eight (48) hours in advance of the time when the employee has requested the compensatory time off. However, the departmental supervisor shall have the discretion to waive the forty-eight (48) hour advance notice and that discretion shall not be applied in an arbitrary or capricious manner.

Overtime hours worked for which neither payment has been made, nor for which compensatory time off has been taken, may accumulate up to a maximum of two hundred forty hours (240), any hours in excess thereof shall be paid. Compensatory time off must be taken within one (1) year of the date upon which it was earned. Compensatory time used in any week will be counted toward the forty (40) hours of straight time and all hours worked over forty (40), including the compensatory time, will be paid at the rate of time and one half (1 ½).

SECTION 3. PAY PERIOD.

All employees covered by this Agreement shall be paid in full every two (2) weeks on the Friday following the previous Friday ending the pay period, or within the fiduciary practices. Not more than two (2) week's pay shall be withheld from an employee. Employees shall be entitled to advance payment for earned vacation provided the vacation is taken in an increment of at least five (5) consecutive days and that the auditor's office is given three (3) work days notice thereof. Each employee shall be provided with an itemized statement of gross earning and an itemized statement of all deductions made annually.

SECTION 4.

There shall be no overtime paid to employees who work more than the normal scheduled hours in a twenty-four (24) hour period if such work was the result of changing from one shift to another or as a result of a general schedule change, unless such hours worked result in a schedule of continuous work hours in excess of eight (8) hours worked or if an employee has less than eight (8) hours off between shifts.

SECTION 5. WORK SCHEDULES

Changes in normally scheduled work hours shall be made only to meet the operational requirements of the City and shall not be made arbitrarily. Prior to making such change(s), the City will attempt to notify the Business Agent and give said Business Agent the opportunity to meet and discuss the change(s) with appropriate City personnel.

SECTION 6. PYRAMIDING

There shall be no pyramiding of premium pay for the same hours worked.

SECTION 7. OVERTIME SCHEDULING

In cases where practical, overtime will be administered on a voluntary basis the first time through the overtime list; it will be mandatory that the employee work the overtime if there are not enough men by voluntary call out on the first time through the overtime sheet. If the employee is called the second time for the same call out job, it will be mandatory for him to work unless he is sick and so states that he or a member of his family is sick. An overtime opportunity list will be established for the following departments to implement the above as follows:

- A.) Distribution Crew – Water
- B.) Disposal Crew – Wastewater
- C.) Streets, if necessary
- D.) Water Plant, if needed
- E.) Wastewater Plant, if needed
- F.) Public Facilities, if needed

The list will consist of all employees in each department by job title and seniority in each job title and seniority in each job title. There will be new overtime lists posted by the City biweekly if there is a change following the execution and ratification of this Agreement.

When the need for overtime arises, the foreman will call or ask the man in each job title with the least amount of hours listed if he wants to work, if he refuses then he will proceed to the next man in that job title and so on until he has enough men in a given job title. In no event will

the supervisor perform bargaining unit work until the call out list for overtime has been exhausted. If no employee in job title accepts the overtime, it will be offered to qualified employees within the affected department prior to forcing the least senior in the job title. If no employee in the job title or affected department accepts the overtime then it will be offered to qualified employees in another department.

Employees transferring or newly hired into a department will be placed on the overtime rotation on the level equal to the employee with the lowest amount or number of overtime hours in that department.

The first time through each job title as needed will be voluntary. If there is not enough men by voluntary call out, the foreman will proceed again through the list as before. The employee is called the second time will then be required to work the overtime as long as it is still the same job he was asked to work the first time around. The only exception will be if the employee is sick or a member of his/her family is sick and he is needed to stay home.

Symbols to be used on the overtime list shall include the following:

1. W – Worked time specified. Would be charged against employee overtime hours.
2. M – Mandatory work – worked time – specified as ordered by second time through the list. Would be charged against employee overtime hours.
3. NA – No answer – would not be charged against employee overtime.
4. R – Refused – would be charged against employee, same as if he had worked the time.
5. R/S – Refused sick – would not be charged against employee overtime hours.

When the City determines that an emergency exists then call out for overtime will be administered on a single request basis and will be considered mandatory. In the event that the City determines that an emergency exists then call out may be made across job titles.

A copy of the overtime opportunity list currently in use is attached hereto as an exhibit.

Overtime scheduling at the Waste Water Treatment Plant, and *only* the W.W.T.P. varies from previously agreed upon language contained in Article 7, Section 7, Overtime Scheduling for the Plant Operators in the following manner. It is mutually understood and agreed by the City and Teamsters that there being a 24 hour per day, 7 day per week operation at the W.W.T.P. and the need at time for overtime scheduling for operations in the event of scheduled and/or unscheduled absences of a plant operator, assigned to operate the Wastewater Treatment Plant on any shift or shifts:

In the event of an Operator absence on their scheduled shift, either scheduled or unscheduled, it is understood that the operator on duty directly preceding the absence shall split the shift with the operator scheduled on shift directly following the absence. If either operator is unable to do so, they shall contact another plant operator according to call out procedures. If there is not an available operator then the working operator shall be required to work the overtime. At no time is the plant to be left unattended.

In the event that two operators are scheduled on a shift, then the operator with seniority and least overtime hours shall be offered the overtime first before the other operator and before proceeding to calling other operators.

It is understood that this Overtime call out procedure affects only the Wastewater Treatment Plant operations overtime scheduling “only” and its intent is to create harmony, lessen the disturbances of operator scheduling, and improve operations of the plant. It is not intended to interfere with any other Article or section of the Agreement

Overtime call out of plant operators for other than operations issues shall be made according to the overtime call out list.

ARTICLE 8 **LAYOFFS**

When the City determines that it is necessary to reduce the work force due to lack of work or funds, the City may reduce the workweek in the job title affected or initiate a layoff. The layoff procedure outlined herein shall be used so that a normal workweek for the remaining employees can be reestablished as may be practical. If employees are laid off, it shall be in the following manner.

All probationary, temporary and seasonal employees shall first be laid off. Any employee in the classified service, whether permanent or temporary, shall be laid off on the basis of classification seniority in the classification affected. If relative seniority permits, such employees who are subject to layoff shall be allowed to move to the same or lower rated classification in the following manner:

1. Fill an available vacancy in their same classification first, within the same work unit and second, on a City-wide basis provided he is physically qualified for such position,
or

2. Displace another employee in the same classification, first, within the same work unit and second, on a bargaining unit wide basis, provided he is physically qualified for such position, or
3. If unable to displace under (2) above, fill an available vacancy in another classification in which he has previously held a permanent position as a qualified employee, based on bargaining unit wide seniority, or if the classification is one of a series, fill an available vacancy in a lower rated classification within the series based on bargaining unit wide seniority, whether he has previously held a position or not.
4. If no vacancy exists under (3) above, displace another employee based on bargaining unit wide seniority, in another classification in which he has previously held a permanent position as a qualified employee, or if the classification is one of a series, displace another employee with the least seniority in a lower rated classification within the series based on bargaining unit wide seniority, whether he has previously held such a position or not.
5. In the event an employee in the classified service is not entitled to a new position under any of the previous subsections, fill an available vacancy which he is presently qualified to perform under Civil Service Rules based on bargaining unit wide seniority.

In the event an employee does not desire to take any of the positions he is entitled to under any of the above sub-sections, he can elect to take a layoff without impairment of his recall rights under Article 8 of this Agreement.

In the event an employee exercises his rights under the above provisions and while on that job a vacancy occurs in the classification from which he was originally laid off, he will be automatically transferred to that previous classification when his seniority in the original classification permits.

Whenever reasonably possible, the City will give the employees initially laid off and the Union at least fourteen (14) calendar days notice prior to layoff. The City shall supply the Union with a list of employees to be initially laid off and recalled together with the date of their seniority.

ARTICLE 9 **RECALL**

If job openings occur and additional employees are required, laid off employees who have not been laid off for more than two (2) years will be recalled based on classification seniority, thereafter based on bargaining unit wide seniority, in the reverse order of layoff to available work as follows:

- 1.) First, to any available job classification he is certified to perform under Civil Service Rules.

- 2.) Thereafter, to any previously held position, then to any position he is qualified for and physically able to perform, including but not higher rated than his original job position at the time of layoff.

Notification of recall shall be made by regular mail, telegram or certified mail to the employee's last known address and by regular mail to the Union. It shall be the responsibility of each employee to keep the City informed of his current residence or mailing address.

The laid off employee shall have twenty (20) calendar days after mailing or dispatching of said notification in which to exercise his right to recall. After the expiration of this time, the next employee in line of the eligible register shall be notified in accordance with the above paragraph and be given his right to recall. In any event, however, an employee who has been notified or recall and does not exercise said rights, shall remain on the recall list until expiration of said list.

ARTICLE 10
SICK LEAVE

SECTION 1. ACCUMULATION

An employee in the service of the City shall accumulate sick leave at the rate of 4.6 hours for each completed eighty (80) hours of service in pay status. Sick leave shall be charged in multiples of one (1) hour and for hours which they are otherwise scheduled to work. No employee shall be required to bring a doctor's statement prior to the third (3rd) day of illness there is evidence of abuse of sick leave.

SECTION 2. LEAVE WITHOUT PAY

After an employee has exhausted his sick leave with pay, such employee may be granted a leave of absence without pay for a period not to exceed sixty (60) days because of personal illness or injury. Said period may be extended to one hundred (180) days at the discretion of the Director of Public Safety and Service.

SECTION 3. GRANTING SICK LEAVE

An employee may use sick leave:

- A.) In case of his/her illness, injury, childbirth, or exposure to a contagious disease.
- B.) For medical, dental or optical examination or treatment;
- C.) Up to three (3) days for attendance upon members of the immediate family whose illness or injury requires the care of the employee. "Immediate family" shall mean the following family members of the employee: spouse, child, stepchild, grandchild, parent, parent-in-law, grandparent, brother or sister, step parent, any person standing in the same place of a parent, or other relatives living in the same household. Proof of relationship and illness or injury may be required by the City as a condition of granting such leave. Additional time may hereunder at the discretion of the Service Director or his designated representative.
- D.) Up to two (2) days for the attendance of the wife at childbirth.

SECTION 4. SICK LEAVE APPLICATION

To justify each use of sick leave, the employee will complete a signed, written statement explaining the nature of illness or other reason for taking leave on forms devised by the City.

If medical attention is required, the employee must submit a certificate from a licensed physician stating the nature of illness to be eligible for sick leave benefits. If the sick leave is of a personal nature, the employee may simply indicate personal illness on the written statement and the Service Director may require a verbal conformation from the employee of the reason for the sick leave use. The City reserves the right to withhold benefit payments to any employee submitting a false claim or abusing of the privileges covered in this Article and may take disciplinary action, as the result thereof. Disciplinary action for abuse of sick leave will be the subject of a conference between the employee and his/her supervisor prior to written reprimand. However, falsification of either the written, signed statement or the physician's certificate are grounds for disciplinary action, including immediate discharge.

SECTION 5. REPORTING ABSENCE

An employee who is unable to report to work shall notify the immediate supervisor or other designated person during the thirty (30) minutes prior to the employee's time for reporting to work unless emergency conditions make such reporting impossible. (Water and sewer treatment plant operators shall report thirty (30) minutes prior to their reporting for work). Subsequent reporting beyond the first day of absence shall be determined at the discretion of the employee's immediate supervisor or other designated person.

SECTION 6. EXAMINATION.

The City may require an employee to take an examination conducted by a licensed physician, to determine physical or mental capability to perform the duties of the position. The cost of such required examination will be paid by the City. The City shall have the right to select the physician.

SECTION 7. DEATH OF AN EMPLOYEE

In the event of a death of an employee any and all uncollected holiday pay and any and all unused vacation leave, accumulated longevity pay and unpaid wages, including overtime, to the credit of such employee at the time of death shall be paid by the employer in accordance with Section 2113.04 of the Revised Code of Ohio or his estate. An employee who dies in an accident while on duty shall be eligible for payment of accrued sick leave upon the same terms as if the employee retired.

SECTION 8. PAYMENT UPON RETIREMENT

All bargaining unit members of the City hired prior to January 1, 1992, shall be eligible for payment of 100 percent of their sick leave at the time of retirement up to a maximum of 120 days. All bargaining unit members of the City hired after January 1, 1992, shall be eligible for payment of fifty percent of their sick leave at the time of retirement up to a maximum of 120 days accumulation (a maximum of sixty days pay).

SECTION 9. FAMILY AND MEDICAL LEAVE

It is mutually agreed and understood by and between the parties hereto that the Safety-Service Director may make decisions, in his sole discretion, to implement the Family and Medical Leave Act of 1993, so long as his decisions are not contrary to other terms of this Agreement and not inconsistent with that Act.

SECTION 10. SICK LEAVE DONATION

When an employee establishes, through medical certification, that he or a member of his immediate family has suffered catastrophic life or career threatening illness or injury and he has exhausted his own accrued sick leave and accrued vacation leave, other City employees may donate in writing one or more blocks of eight (8) hours of their own individual accrued and unused leave to the employee. Leave shall be defined as including sick leave, vacation leave and compensatory time off. An employee of the City of Marietta may donate leave time to an employee of any bargaining unit or any non-union employee if the donating employee retains a minimum leave balance of 200 hours. All donated leave hours will be credited to the sick leave of the recipient employee. The total number of such donated days shall not exceed thirty (30) days (240 hours) per catastrophic event as described above. For those employees working a 24-hour shift the total amount of donated leave received shall not exceed 312 hours. The recipient employee will not earn paid leave of any kind while using donated leave time. Donated sick leave days cannot be used to extend or postpone any period of time before the employee may begin disability retirement under the applicable retirement system. The appropriate appointing authority shall determine the details for the administration of this section.

For purposes of this section the term “immediate family” shall mean the following family members of the employee: mother, father, brother, sister, child, spouse, grandparent, grandchild, legal guardian (or other person who stands in the place of a parent), mother-in-law, father-in-law, or other relative living in the same household.

ARTICLE 11
FUNERAL LEAVE

An employee shall be entitled to one day leave with pay (not chargeable to sick leave) for purpose of attending the funeral of a member of his immediate family, and an additional one day leave with pay (not chargeable to sick leave) for attendance at the funeral of an immediate family member more than one hundred miles from Marietta, Ohio. An employee may take an additional five days leave, chargeable to sick leave, for death in the immediate family. The immediate family for purposes of this article only shall be defined as the following family members of the employee: spouse, child, step-child, grandchild, parent-in-law, grandparent, brother or sister, step-parent, any person standing in the place of a parent, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent-in-law, step-brother, step-sister, or other relative living in the same household. An appropriate amount of time will also be granted and paid for the purpose of attending the funeral of a fellow department employee.

ARTICLE 12
JURY LEAVE

An employee who is required to report for jury service or to appear as a witness on the day and during the hours that he is regularly scheduled to work shall give the City advance notice thereof. Any fee earned by the employee for jury service or as a witness shall be submitted to the City and the City shall compensate the employee by the amount he would have earned at straight time rates for working his regularly scheduled shift. This provision is not applicable to any witness appearance where the employee is a party to the lawsuit.

ARTICLE 13
MILITARY LEAVE

Members of the bargaining unit who are members of the Ohio organized militia or members of other reserve components of armed forces of the United States, including the Ohio National Guard, shall be entitled to leave of absence from their respective duties without loss of pay pursuant to the provisions of Ohio Revised Code Section 5923.05, as now written or as from time to time hereafter amended.

Members of the bargaining unit who are called to military service on field training or active duty under the terms of this article shall be entitled to advance payment of wages for up to two (2) weeks (ten work days) provided that the auditor's office is given three work days notice of their request. As soon as practicable upon return from active duty, the bargaining unit member shall provide the Auditor's Office with copies of the military pay stubs for the period of service in question.

ARTICLE 14
SENIORITY

SECTION 1.

Seniority determines the relative standing among employees within the bargaining unit from the date of an employee's hire.

SECTION 2.

Seniority shall be an employee's length of continuous service with the City of Marietta. An employee shall have no seniority for the probationary period, but upon completion thereof, seniority shall be retroactive to the date of hire. Continuous service shall only be broken by resignation, retirement or termination.

Employees with the same employment date shall be assigned to the seniority list in order of their Civil Service eligibility ranking.

An employee's seniority will be reduced by the amount of time he/she has been on unpaid status, other than for medical reasons or military service.

All other things being equal, bargaining unit seniority shall prevail for all purposes of bids for job openings.

ARTICLE 15
TRANSFER

Employees may have the right to transfer from department to department upon written request to the City's appointing authority, the Director of Public Safety and Service, and subject to his approval, if an opening exists.

ARTICLE 16
WORK ASSIGNMENTS

SECTION 1.

Work assignments in every instance shall be made by the supervisor in charge according to the job titles of each employee with consideration to seniority. It shall be a condition of employment that during certain, periods any employee may be required to perform duties temporarily, outside of his normal bargaining unit job title. Work assignments may be changed at different times of the day. There shall be no decreases in hourly rate when working at a lower bargaining unit classification. When working at a higher bargaining unit classification for one (1) consecutive work days or more, the employee shall be compensated at the higher rate for that period.

SECTION 2.

When a departmental supervisor is absent for two (2) consecutive work days or more, management may designate one bargaining unit employee as an Acting Supervisor during the period of absence. The bargaining unit employee must serve two (2) consecutive work days or more in the Acting Supervisor's position to be eligible for additional compensation.

The rate of additional compensation to the bargaining unit employee designated as Acting Supervisor shall be \$1.00 per regular hour, \$1.50 per overtime hour.

The Acting Supervisor shall be responsible to manage and direct departmental activities to see that tasks are performed in a workmanlike manner. Matters of discipline shall be immediately directed to the Director of Public Safety or Assistant Director of Public Safety and Service for attention.

It is understood that the designation of an Acting Supervisor is a discretionary management right subject to the right of the employee to decline to serve in that capacity.

ARTICLE 17
CALL-IN PAY

Call-in pay is payment for emergency work performed by an employee who has been recalled to work at a time disconnected from normal work hours. Work done in this manner shall be in accordance with Section 2 of Article 7 of this Agreement and be subject to a minimum of three (3) hours pay (two hours at a pay rate of time and one-half) for disconnected hours worked between 7:00 a.m. and 12:00 midnight. For disconnected hours worked between 12:00 midnight and 7:00 a.m., work performed shall be subject to a minimum of four and one-half hours (4.5) hours pay (three hours at a pay rate of time and one-half). In the event an employee is called out to work in a higher classification, he shall receive the higher rate of pay for the duration of the call out.

ARTICLE 18
SHOW-UP PAY

Show-up pay is payment of three (3) hours wages at regular rates to an employee who reports for work at his regularly scheduled work time, but who is then furloughed for the day as the result of a lack of work for him to perform in his customary capacity.

Employees reporting for work and finding their customary work unavailable may receive show-up pay or be assigned to other work at the City's discretion. However, the provisions of this Article shall not be arbitrarily or capriciously applied to furloughed employees.

No employee shall be eligible to receive show-up pay where the City has provided twenty-four hours advance notice to him or a lack of work and has thereby relieved him of the obligation to report for work.

ARTICLE 19

TRAINING AND EDUCATION

Full-time bargaining unit members shall be eligible for reimbursement of the cost of tuition and laboratory fees for accredited college, technical school, adult education, correspondence courses and Ohio E.P.A. certification provided that all of the conditions enumerated below are fulfilled:

- (a) That the direct usefulness of the course material to the employee's job duties can be demonstrated to the satisfaction of the Director of Public Safety and Service or other appointing authority;
- (b) That the employee request, in writing, and obtain, in writing, prior approval for taking such course from both his immediate supervisor and the Director of Public Safety and Service;
- (c) That the Auditor certify prior to taking such course that funds are appropriated and available for such purpose in the proper Contractual Services Account;
- (d) That the employee agree, in writing, prior to taking such course that in the event of the termination of his employment for any reason, **excluding retirement**, within two years of the date of the completion of the course, he shall refund to the City the pro-rated portion of the money's reimbursed to him by the City; and,
- (e) That upon completion of the course the employee provide proof thereof with at least a grade of "C" or its equivalent, and receipts for the expenditures for which he claims reimbursement to the Director of Public Safety and Service.

ARTICLE 20

TRAVEL AND UNIFORM EXPENSE

Mileage & Travel Expense

Members of the bargaining unit, when upon official business for the City outside the City, shall be allowed the current mileage rate published by the GSA for mileage traveled by non-City automobile; or the reasonable and actual cost of bus, train or airfare so incurred. Duplication for mileage is not authorized and shall not be allowed or paid when two or more officials or employees traveled by the same automobile.

Members of the bargaining unit, when upon official business for the City requiring overnight lodging, shall be allowed the current mileage rate published by the GSA for such lodging; provided that when the official or employee procures overnight lodging at the site of a conference or convention then he shall be reimbursed for the reasonable and actual cost of such lodging even though in excess of the GSA published rate.

Members of the bargaining unit, when upon official business for the City outside the City, shall be allowed the current rate published by the GSA for the following meals:

- Breakfast (if the previous evening was spent outside the City and if not provided as part of a conference or convention), or if traveling before 6 a.m.
- Lunch (if not provided as part of a conference or convention)
- Dinner (if the individual is unable to return to the City by 8:00 p.m. and if not provided as part of a conference or convention)

In order to be entitled to reimbursement the member of the bargaining unit shall submit to the City Auditor a statement setting forth the actual expenses incurred in respect of mileage, lodging and meals. If approved by the Safety Service Director and showing the nature of the official business requiring such trip, then the City Auditor shall issue his warrant for payment of the appropriate amount to the employee in accordance with this section.

Clothing Allowance

Bargaining unit employees, after the probationary period, will receive an annual clothing allowance on an account basis to be used with a purchase order-voucher system and/or gift card. The City shall select the clothing supplier(s) not later than April 30 annually. The Director of Public Safety and Service and the Union, shall create a list of items appropriate for each Department or job in different seasons that can be purchased from the allowance, which shall include Carharts and overalls, and steel-toed boots as appropriate for the classification. Once this is established, changes to the list can only be made by mutual agreement between the Union and the Director of Public Safety and Service. This clothing allowance for each employee shall be four (\$400) hundred dollars. The purchase of these items shall conform to the provisions contained in this Article.

ARTICLE 21
HEALTH AND SAFETY

SECTION 1.

The City shall make provisions for the safety and health of its employees during their hours of employment.

Protective devices and other safety equipment necessary to properly protect employees from injury shall be provided by the City, where such is mutually agreed upon by the parties. This shall include the providing of protective traffic vests and hard-hats, when in the total judgment of the City, the use of such items is necessary. Employees will be provided with one (1) pair of prescription safety glasses per year or when needed if damaged on the job as determined by the employer.

The City reserves the right to send an employee home without pay for that day and/or take other appropriate disciplinary measures against any employee who refuses to adequately protect himself and his fellow employees by the use of such protective clothing, devices or safety equipment provided.

The City agrees further that it will utilize only personnel which are in its judgment qualified, for making repairs to the City's rolling stock.

SECTION 2.

The employee shall not be required to engage in any activity which is in violation of any applicable statutes or ordinances or court order or governmental regulation relating to the safety of persons or equipment.

SECTION 3.

When an employee is required by his supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protect and, if still ordered by the supervisor to perform the work involved, the employee shall perform the work under protest, and if the employee refuses and the act was unsafe under existing conditions as later determined through the grievance procedure then he shall not be subject to disciplinary action.

SECTION 4.

An employee who believes he is working under a condition which he regards as a violation of a safety rule shall have the right to report such circumstances to his immediate supervisor. If not corrected, the employee may request (through his immediate supervisor) that a supervisor and bargaining unit member of the Labor-Management Committee immediately investigate the condition. If not corrected, he may file a grievance. Such grievance may be filed directly in Step 2 of the grievance procedure and in such event shall be discussed in a meeting between the City's representative and the Union Business Representative within forty-eight (48) hours after filing, unless waived by mutual consent.

SECTION 5.

The City shall inform employees of all hazardous chemicals or materials in the work place of which it has knowledge. All safety equipment required to perform the work will be provided by the City.

ARTICLE 22
NO STRIKE OR LOCKOUT

SECTION 1. STRIKE PROHIBITION

During the life of this Agreement or any extension hereof, the Union, on behalf of its officers, agents and members, agrees that so long as this Agreement or any extensions hereof are in effect, there shall be no strikes (including sympathy, unfair labor practice or economic), slowdowns, walkouts, refusal to perform assigned duties, sit-downs, or any activities which interfere directly or indirectly with the operation of the City.

SECTION 2. NOTICE

In the event any employee covered hereunder is engaged in any violation of Section 1 above, the Union shall, upon notification by the City, immediately order such employee or employees to resume normal work activities and shall publicly denounce any violation of Section 1. The Union, its officers, agents, representatives and members and all other employees covered by this Agreement, shall not, in any way authorize, assert, encourage, participate in, sanction, ratify, condone or lend support to any strike in violation of this Article.

SECTION 3. NO LOCKOUT

The City shall engage in no lockout of employees in the bargaining unit.

SECTION 4. PICKETS

It shall be a violation of this Agreement and a proper subject of disciplinary action for any employee to refuse to cross or work behind any picket line at the City's place of business or at any City job site. However, this section shall not be construed to require any employee to cross or work behind any primary picket line at any place other than the City's place of business or at any City job site. Neither the City, the Union nor any employee shall induce or encourage or in any manner interfere with an employee's right to cross or work behind any picket line.

ARTICLE 23
SUBCONTRACTING

The City will give consideration to public interest, cost, efficiency, and availability of equipment and employee qualifications when determining whether or not to subcontract.

Except in the case of an emergency, the City will give advance notice to the Union when subcontracting is being considered. In that case no final decision will be made until the Union has had an opportunity to be heard on the matter.

In the event of a layoff, the City shall not subcontract any work if there are bargaining unit members available who are qualified to do the work. Temporary, seasonal and part-time employees shall not be considered subcontractors.

ARTICLE 24
LABOR-MANAGEMENT COMMITTEE

In the interest of sound industrial relations, a joint committee of no less than four (4) nor more than eight (8) employees, half of whom shall be from the City and half of whom shall be from the Union, will convene on an "as-needed" basis at the request of either party for the purpose of discussing subjects of mutual concern, including review of grievances, safe working conditions and employment related health problems. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

ARTICLE 25
GRIEVANCE AND ARBITRATION PROCEDURE DEFINITIONS

“Administration” shall mean those excluded from the bargaining unit.

“Days” shall mean work days exclusive of weekends and holidays unless specified differently.

“Grievance” shall mean a claim by an employee(s) and/or the Union that there has been a violation, misinterpretation or misapplication of this Agreement which does not impinge upon the prerogatives of the administration or management rights. If any grievance arises, there shall be no stoppage or suspension of work because of such grievance, for it is intended that it shall be submitted to this grievance procedure.

“Grievant” shall mean an employee(s) and/or the Union initiating a grievance (Where more than one employee is a grievant, each shall sign the grievance).

Rights of the Grievant and the Union

A grievant may at his/her sole discretion be accompanied at all steps of the grievance procedure by a representative of the Union, however, the City shall notify the Union of a grievance filed by a grievant who does not desire to be accompanied by a Union representative.

The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept confidential, except where the parties agree otherwise.

Grievances shall be processed as expeditiously as possible.

Time Limits

The number of days indicated at each step in the procedure shall be the maximum.

If the grievant does not present a grievance within ten (10) days of the time when he knew, or should have known of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

All notices of hearing, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

Grievance Procedure Informal Procedure:

A grievance shall first be presented to the immediate supervisor in charge in an attempt to resolve the problem.

If the grievant desires Union representation, he shall submit the grievance to the Union Grievance Committee for determination.

STEP 1.

If the grievance is not resolved within ten (10) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I, in triplicate. Copies of this form shall be submitted by the grievant to the immediate supervisor or department head. Within ten (10) days of the receipt of the Grievance Report Form, the immediate supervisor or department head shall meet with the grievant. The immediate supervisor or department head shall write a disposition of the grievance within ten (10) days, after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant and the Safety Service Director.

STEP 2.

If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant shall, within ten (10) days of such disposition complete Grievance Report Form, Step 2, and submit same to the Safety-Service Director or his/her designee, who shall within ten (10) days meet with the grievant. Within ten (10) days of this meeting, the Safety Service Director or his/her designee shall write his/her disposition of the grievance, by completing his/her portion, forwarding a copy to the grievant, the Union and the immediate supervisor and or department head.

STEP 3.

If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may request a hearing before an arbitrator by completing Grievance Report Form, Step III. The grievant's request for arbitration shall be made within ten (10) days following either the receipt of the disposition of grievance or the lapse of ten (10) days following grievant's submission of

the Grievance Report Form to the Safety-Service Director under Step 2, whichever occurs first. The grievant's request for arbitration shall be by certified mail with return receipt request for arbitration shall be by certified mail with return receipt requested to the Safety-Service Director. Within ten (10) days following receipt of the grievant's request for arbitration, the Safety-Service Director or his/her designated representative and the grievant or his/her designated representative shall mutually petition the Federal Mediation and Conciliation Service to provide both parties with a list of seven (7) names from which an arbitrator will be selected in accordance with the rules of the F.M.C.S.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the City, the Union and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall confine himself/herself to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall in no way interfere with applicable law and rules and regulations having the force and effect of law, nor render a decision which conflicts with Federal or State law.

The costs of the arbitrator shall be shared equally by the parties.

Miscellaneous

Nothing contained in this procedure shall be construed as limiting the individual right of the employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications.

In the event the Union determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for any expense incurred thereafter in such proceeding.

Grievances may be processed without fear of reprisal by either party to this contract, or by any participant in the grievance.

A grievance may be withdrawn at any level.

No employee may be represented in this grievance procedure by any Union organization other than Local 637 or its affiliates.

No employee shall be required to be represented by the Union.

No records, documents or communications concerning a grievance shall be placed in the personnel file of any of the participants in this procedure.

The forms for processing grievances shall be made available through the immediate supervisor, department head, the Safety-Service Director's office and the Union.

GRIEVANCE PROCEDURE FORM

**Marietta City
Teamsters Local Union 637**

Grievance No. _____

Distribution of Form:

1. Safety Service Director
2. Immediate Supervisor
3. Department Head
4. Local
5. Grievant

Submit to Immediate Supervisor in Triplicate.

STATION	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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STEP I

A. Date Grievance Occurred: _____

B. 1. Statement of Grievance

2. Relief Sought

Signature of Grievant: _____

Date: _____

C. Disposition of Immediate Supervisor or Department Head:

Signature: _____

Date: _____

STEP II

A. Position of Grievant and/or Union

Signature: _____

Date: _____

B. Date Received by Safety-Service Director or Designee _____

Disposition by Safety-Service Director or Designee:

Signature: _____

Date: _____

STEP III

A. Position of Union

Signature: _____

Date: _____

B. Date Submitted to Arbitration: _____

C. Disposition and Aware of Arbitrator:

Signature of Arbitrator: _____

Date of Decision: _____

ARTICLE 26
MISCELLANEOUS

SECTION 1.

Union Business Representatives shall have the right of access to the Employer's premises, but will not interfere with the employee's work, and they shall obtain clearance from the supervisor in charge before contacting any employee.

SECTION 2.

The Employer agrees to allow reasonable use of its buildings and facilities for the purpose of holding Union meetings based upon prior approval and availability of space.

SECTION 3.

The Employer agrees that all conditions of employment relating to wages, hours of work, and all other general working conditions, including job titles, shall be maintained at not less than the highest standard in effect at the signing of this agreement and shall not be changed or discontinued except by agreement between the Employer and the Union. It is further agreed that any rights, privileges or benefits with respect to wages, hours of work, and other general working conditions previously enjoyed or at the present being enjoyed by the employees herein shall not be changed or discontinued except by agreement between the Employer and the Union. All rights, benefits and privileges established by ordinance, statute or any other law not specifically changed or altered herein, shall remain in full force and effect.

SECTION 4.

Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review.

If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file.

Records or oral warnings and written warnings shall cease to have force and effect six (6) months' from the date of issuance and shall, upon request of the employee, be removed from the personnel file, provided no intervening discipline has occurred. Any record of more severe discipline shall cease to have force and effect eighteen (18) months from the date of issuance and shall, upon the request of the employee, be removed from the personnel file provided no intervening discipline has occurred.

The following items shall be considered public information available upon request to the Employer, from an employee's personnel file: annual salary, degree(s) held, areas of special certification, civil service status, and awards or commendations. All other documents in the personnel file shall be considered confidential and, to the extent allowed by law, shall not be conveyed in any manner to any person or persons unless by court order, subpoena or written permission of the employee.

SECTION 5.

This Agreement shall be typed, copied and supplied to each member of the bargaining unit by the City within thirty (30) working days of its execution and to new employees upon completion of their probationary period at the City's sole expense.

SECTION 6.

When the Union can show just cause for adding new positions or changing a classification, the City agrees to discuss said changes in Labor/Management Committee meetings and will give serious consideration to the same.

SECTION 7.

All new bargaining unit jobs and vacancies will be posted in all departments for bid for a period of five (5) working days.

ARTICLE 27
VACATION

Effective January 1, 2007, the following language will be in effect:

Employees who, upon the anniversary date of their employment, have accrued seniority as defined in Article 14 of this Agreement and specified in the table below shall receive the corresponding vacation at their basic rate of pay.

Effective January 1, 2008 Employees who have:

One (1) year through five (5) years	80 hours
Six (6) years through ten (10) years	120 hours
Eleven (11) years through fifteen (15) years	160 hours
Sixteen (16) years through twenty (20) years	200 hours
Over twenty (20) years – one additional day of vacation for each year of service over twenty (20) years with a cap of five (5) days	

The vacation period shall extend throughout the calendar year.

If an employee is laid off, terminated, resigns or retires, he shall be entitled to receive payment for all accrued and unused vacation leave to his credit at the time of separation.

All vacation credits must be used within two (2) calendar years following the year in which said credits were earned.

Vacation will be taken at the time most desired by the employees who will indicate his choice of vacation time off, preference given to employees in each department with the most bargaining unit seniority. All employees shall notify the appropriate supervisor in writing no later than April 1 of each calendar year stating their vacation preferences. The City, however, reserves the final right to allocate vacation. The City agrees to make every effort not to cancel a scheduled vacation. However, if a pre-scheduled vacation is canceled, the City will reimburse any out of pocket expenses incurred by the employee that is not refundable. After April 1st vacations will be on a first come first serve basis.

Vacations must be taken in increments of no less than one (1) hour. The minimum chargeable vacation increment shall be one (1) hour. All such requests shall require a two (2) day notification – unless otherwise waived by the Director of Public Safety and Service or his designee.

It is understood and agreed that the benefits listed herein are substituted for the vacation allowances specified in Section 121.161 Ohio Revised Code.

ARTICLE 28
HOLIDAYS

SECTION 1. DESIGNATED HOLIDAYS

New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Day	December 25 th
Floating Holiday	Determined at the discretion of the Department

The days shall be celebrated as set forth in this Section, unless otherwise designated by the appropriate City government official or body. It is understood and agreed that the day after Thanksgiving Day holiday is substituted for the 2nd Monday in October as set forth in Section 124.19, Ohio Revised Code.

SECTION 2. PAY FOR HOLIDAYS

Employees shall be paid for the holidays declared in Section 1 of this Article and shall not be required to work on such holidays unless, in the opinion of the employee's responsible administrative supervisor, failure to work on such holidays would impair the public service. Payment shall be made for such holiday pay, provided the employee works his last scheduled shift preceding the holiday and his first scheduled shift following the paid holiday, or is otherwise excused by his superintendent from his scheduled assignments during the holiday week due to sick leave or vacation leave.

Employees covered by this Agreement who are required to work on a holiday as specified in Section 1 above, shall be compensated at the rate of time and one-half in addition to holiday pay.

Payment hereunder shall be at the employee's applicable straight time rate, exclusive of any forms of premium pay.

ARTICLE 29
INSURANCE

The City will continue to contribute to the Michigan Conference of Teamsters Welfare Fund (MCTWF) to maintain Benefit Plan 807, as more fully set forth in Addendum 3 attached hereto. The City shall pay 85% of the premium costs, and the employee share of the premium costs will be 15% upon ratification of this Agreement. The City will remit the required weekly contribution rates to maintain Benefit Plan 807. In the event a married couple are both employees of the City of Marietta, their 15% share⁴ of the premium shall be 7.5% per employee.

The City will contribute on behalf of a participant whose absence from the job is due to an off-the-job injury/illness for the lesser of (1) four weeks following the week in which the injury/illness occurred, or (2) the duration of the off-the-job injury/illness-related absence.

The City will contribute on behalf of a participant whose absence from the job is due to an on-the-job injury/illness (i.e., eligible for workers' compensation) for the lesser of (1) 52 weeks following the week in which the injury/illness occurred, or (2) the duration of the on-the-job injury/illness-related absence.

The City will contribute for each week on behalf of a participant who worked or is compensated for any portion of the contribution week.

The City will contribute on behalf of a participant whose absence from the job is due to military duty for the first 4 weeks following the week in which military duty commenced.

ARTICLE 30
SAVINGS CLAUSE

SECTION 1.

This Agreement is subject to all future and existing applicable State laws, Civil Service Rules and Regulations, City Ordinances and Resolutions, and if any provision contained herein is contrary to the above, such provisions herein contained shall automatically be terminated.

SECTION 2.

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to the specific Article, Section or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 31
SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained, shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 32
DISCIPLINE

Ordinarily the City Administrators discipline in a progressive manner. Normal progressive disciplinary steps are as follows:

- (1) Oral Warning. This is a discussion with an employee regarding an infraction of policies or work rules. A memorandum noting that an oral warning has been issued shall be placed in the employee's personnel file. A copy of such memorandum shall be given to the employee and one to the Union.
- (2) Written Warning. This is a formal written notice to the employee that he/she has violated the City's policies or work rules. A copy of the written warning shall be given to the employee and one to the Union.
- (3) Suspension.
- (4) Termination. Copies of notices of suspension and termination shall be given to the employee and to the Union within five (5) working days from the date of issuance. It is agreed that no employee shall be discharged or suspended without first being given a hearing, with an official of the Union present, if the employee so requests; provided, however, that such hearing is not required prior to the discharge for serious offenses such as: dishonesty, theft, drinking of alcohol and illegal use of drugs.

ARTICLE 33

DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2015, and shall remain in effect through December 31, 2017, and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement on or before sixty (60) days prior to the expiration of such period, notifies the other party, in writing, of its intention to modify or terminate this Agreement.

No later than January 1, 2017, either party may reopen this Agreement for the purpose of negotiating wage scales for the period of January 1, 2017 through December 31, 2017. The reopener may be commenced by filing a Notice to Negotiate with the State Employment Relations Board.

IN WITNESS WHEREOF, the parties hereto have set their hands this 26th day of JANUARY, 2015.

FOR: CITY OF MARIETTA, OHIO

Joe Matthews
Joe Matthews, Mayor

Jonathan C. Hupp
Jonathan Hupp,
Director of Public Safety & Service

FOR: TEAMSTERS LOCAL UNION NO. 637

Gregory Ritterbeck
Gregory Ritterbeck, Secretary-Treasurer

Ron Reed
Ron Reed, Local 637 Steward

Marcus Groves
Marcus Groves, Local 637 Steward

Glen Carpenter
Glen Carpenter, Local 637 Steward

Larry F. Poulton
Larry Poulton, Local 637 Steward

Approved as to form only:

Paul G. Bertram, III
Paul G. Bertram, III, Law Director

ADDENDUM NO. 1

All full time service employees in the classification of:

<u>JOB TITLE</u>	<u>CLASSIFICATION</u>
Assistant Mechanic	105
Backflow Prevention Coordinator	108
Bacteriologist	109
Chemist	109
Electrician-Electric Motor Mechanic	107
Equipment Operator I	105
Equipment Operator II	106
Laborer	103
Laborer II	104
Maintenance and General Utility Mechanic	106
Maintenance Technician	106
Mechanic	107
Painter	104
Pretreatment Coordinator	106
Tapper	104
Truck Driver	104
Wastewater Operator – Licensed	109
Wastewater Operator – Unlicensed	105
Water Meter Reader	104
Water Meter Setter	104
Water Operator – Licensed	109
Water Operator – Unlicensed	105
Water Distribution Service Technician	104
Wastewater Service Technician	104

Exclusive of part-time, casual and seasonal service employees.

ADDENDUM NO. 2

EFFECTIVE JANUARY 1, 2015

<u>CLASS</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
103	\$16.65	\$17.09	\$17.47	\$17.90	\$18.30
104	\$17.08	\$17.52	\$17.94	\$18.36	\$18.79
105	\$17.51	\$17.94	\$18.39	\$18.85	\$19.30
106	\$17.93	\$18.37	\$18.86	\$19.20	\$19.78
107	\$18.41	\$18.89	\$19.39	\$19.86	\$20.35
108	\$18.89	\$19.40	\$19.94	\$20.44	\$20.95
109	\$19.38	\$19.94	\$20.45	\$20.99	\$21.53

EFFECTIVE JANUARY 1, 2016

<u>CLASS</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
103	\$17.23	\$17.67	\$18.05	\$18.48	\$18.88
104	\$17.66	\$18.10	\$18.52	\$18.94	\$19.37
105	\$18.09	\$18.52	\$18.97	\$19.43	\$19.88
106	\$18.51	\$18.95	\$19.44	\$19.78	\$20.36
107	\$18.99	\$19.47	\$19.97	\$20.44	\$20.93
108	\$19.47	\$19.98	\$20.52	\$21.02	\$21.53
109	\$19.96	\$20.52	\$21.03	\$21.57	\$22.11

EFFECTIVE JANUARY 1, 2017 – Wage Reopener

<u>CLASS</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
103	open	open	open	open	open
104	open	open	open	open	open
105	open	open	open	open	open
106	open	open	open	open	open
107	open	open	open	open	open
108	open	open	open	open	open
109	open	open	open	open	open

The City shall continue to pick up 4.25% of the employee's contribution to the Public Employees Retirement System and send it to the Public Employees Retirement System to the credit of each employee's account pursuant to the terms of Ordinance No. 278 (90-91) passed September 5th, 1991.

Miscellaneous Provisions:

Management shall hire new employees at salary Step A. New employees shall serve one full calendar year in their beginning step before advancing to the following step within the classification for their position.

Thereafter, each new employee shall be entitled to advance one step each year upon July 1; provided that no employee shall advance beyond the final step available for his classification.

The effective date for all pay raises as a result of advancement from step to step shall be the start of the work week closest to the anniversary date or July 1 as is appropriate.

When an employee receives a promotion to a higher classification, he shall be placed in the step of the applicable classification that results in a pay increase in an amount equivalent to the next progressive step in the former classification, subject, to the minimum amount set for the new classification. The time requirement to be spent in the step of the new grade before advancement shall be ninety (90) days.

When an employee receives a demotion to a lower classification, he shall be placed in the step of the applicable classification that results in the same or next lower step of the new classification, subject to the maximum amount set for the new classification.

An additional pay increment of \$.30 per hour shall be paid to Water Distribution and Wastewater Operators employees who have obtained Class I Distribution (Water employees) or a Class I Collection (Wastewater employees) certification from the appropriate agency of the State of Ohio, as an incentive for obtaining such certification in their current field of employment. An additional pay increment of \$.30 per hour shall be paid to Water Distribution and Wastewater Collection employees who have obtained Class II Distribution (Water employees) or a Class II Collection (Wastewater employee) certification from the appropriate agency of the State of Ohio, as an incentive for obtaining such certification in their current field of employment. Water Distribution and Wastewater Collection employees who bypass the Class I Distribution (Water employees) and Class I Collection (Wastewater employee) certification and obtain the Class II Distribution (Water employees) certification shall receive a pay increment of \$.60 cents per hour.

An additional pay increment of \$.30 per hour shall be paid to Water Distribution and Wastewater Collection employees for obtaining a Class I Water Supply Operator (Water employees) or a Class I Wastewater Operator (Wastewater employees) certification from the appropriate agency of the State of Ohio, as an incentive for obtaining such certification in their chosen field. Additional certifications that are recognized as being of a higher ranking by the appropriate agency of the State of Ohio may be obtained but employee shall receive no additional pay incentives until said employee is currently employed in that scope of work that such certification encompasses.

There will be no pay increment of \$.30 per hour for obtaining a Class I and Class II Distribution certification (Water employees) or a Class I and Class III Collection certification (Wastewater employee) if employee currently holds a certification that is equal to or considered to be of a higher ranking certification (by the appropriate agency of the State of Ohio) in their current field of employment.

Utility Maintenance employees who obtain the IMSA Traffic Signal 1 Certification License shall receive an additional \$.30 per hour in recognition of achieving such certification.

Utility Maintenance employees who obtain an IMSA Traffic Signal 2 Certification License shall receive an additional \$.30 per hour in recognition of achieving such certification.

Street Department employees (only) who obtain the IMSA Work Zone Certification License shall receive an additional \$.30 per hour.

Commercial Driver's License Requirements

A. Applicability

A CDL shall be required to be held by an employee for whom possession of the license is required by the State of Ohio in order to carry out all of the duties contained within a particular job description as they pertain to the department in which the employee works.

An employee will be given a period of 180 days in which to obtain the CDL following appointment (from the effective date of this program for incumbents) to an applicable position.

At this time, the job titles and minimum levels of licensing are as follows:

<u>Department</u>	<u>Job Title</u>	<u>License</u>
Street	Truck Driver	Class B
Street	Equipment Operator I	Class B w/air brake endorsement
Street	Equipment Operator II	Class B w/air brake endorsement
Wastewater	Equipment Operator II	Class A w/tank vehicle endorsement
Water	Equipment Operator I	Class A
Water	Equipment Operator II	Class A

It shall be noted that a Class A CDL covers all job duties.

B. License Process for Required Employees

1. Obtain a permit packet from the local office of the Bureau of Motor Vehicles. At this time the cost is \$12.50. The packet may be obtained on City time with the department head's authorization.
2. Successfully complete the written test to obtain a CDL permit. The test may be taken on City time with the department head's authorization.
3. Complete the skills test to obtain the CDL. The cost at this time is \$50.00. The City will cooperate with the employee by providing the time and adequate equipment to take the test with the department head's authorization.
4. Obtain the CDL endorsement from the Bureau of Motor Vehicles. At this time the annual cost is \$19.00.

C. Reimbursement of Costs.

Upon the employee obtaining the CDL endorsement, the City will reimburse the employee the permit fee, the skills test fee and the license endorsement fee. This shall include all other bargaining unit employees obtaining a CDL, even if not a requirement of their current position. If an employee leaves the City's employment within one (1) year of receiving such reimbursement, the reimbursement amount shall be immediately due and payable from the employee back to the City and may be set off against the employee's remaining pay, payable fringe benefits, or other economic pay-out.

D. Additional Compensation

- Class B CDL – an additional \$.20/hr
- Class B CDL – with endorsements – an additional \$.25/hr
- Class A CDL – additional \$.30/hr
- Class A CDL – with endorsements – an additional \$.35/hr

E. Failure to Obtain

Should an employee fail to obtain the necessary CDL endorsement within 180 days of appointment to the applicable position (180 days from the institution of this program for incumbents), the job shall be posted for other applicants.

If the next person selected for appointment is being promoted from within the bargaining unit, the employee who had failed to obtain the licensing shall have two options for continuing their employment within the bargaining unit.

First, the employee may choose to fill the position which is being vacated by the employee being promoted in the subject position provided he is physically qualified to fill the position being vacated.

Second, the employee may choose to move to their prior or a lower rate of classification in the following manner:

1. Fill an available vacancy in their prior classification first, within the same work unit and second, on a City-wide basis provided he is physically qualified for such position, or
2. Displace another employee in the same classification, first, within the same work unit and second, on a bargaining unit wide basis, provided he is physically qualified for such position, or
3. If unable to displace under (2) above, fill an available vacancy in another classification in which he had previously held a permanent position as a qualified employee, based on bargaining unit wide seniority, or if the classification is one of a series, fill an available vacancy in a lower rated classification within the series based on bargaining unit wide seniority, whether he has previously held a position or not,
4. If no vacancy exists under (3) above, displace another employee based on bargaining unit wide seniority, in another classification in which he has previously held a permanent position as a qualified employee, or if the classification is one of a series, displace another employee with the least seniority in a lower rated classification within the series based on bargaining unit wide seniority, whether he has previously held such a position or not.

5. In the event an employee in the classified service is not entitled to a new position under any of the previous subsections, fill an available vacancy which he is presently qualified to perform under Civil Service Rules based on bargaining unit wide seniority.

In the event an employee does not desire to take any of the positions he is entitled to under any of the above sub-sections, he can elect to take a layoff without impairment of his recall rights under Article 8 of the Agreement between the City and the Union.

In the event an employee exercises his rights under the above provisions and while on that job a vacancy occurs in the classification from which he has originally laid off, he will be automatically transferred to that previous classification when his seniority in the original classification permits.

If the next person selected for appointment is hired from outside the bargaining unit, only the second option listed above will be available to the employee who failed to obtain the necessary license to continue their employment within the bargaining unit.

F. Other Employees

Should an employee who is not required to hold a CDL endorsement desire to obtain the CDL endorsement, the City will support the employee by providing the time and adequate equipment to a test site nearest to Marietta for the skill's tests.

ADDENDUM NO. 3

MCTWF Schedule of Benefits
Plan 807

ADDENDUM NO. 4
LONGEVITY PAY

There is hereby established longevity pay for all full-time employees to be calculated in the following manner:

Each full-time employee shall receive longevity pay as follows, subject to the eligibility requirements set forth below:

<u>Completed Years of Service</u>	<u>Longevity Bonus</u>
After 5 years	1% of annual wages
After 8 years	2% of annual wages
After 11 years	3% of annual wages
After 15 years	4% of annual wages
After 19 years	5% of annual wages
After 23 years	6% of annual wages

Annual wages shall be determined by calculating the employees gross wages paid for the period November 1 through October 31.

To be eligible for longevity pay an employee must be a full-time employee who has completed at least five years of continuous service with the City to be calculated from his date of hire.

The sum to be paid each year shall be paid in a lump sum on December first of each year or on the next succeeding business day thereafter if December first is a holiday.

An employee whose employment terminates for whatever cause and who would otherwise be eligible for longevity pay shall be entitled to receive a pro rata payment for that portion of the year he was employed from his date of hire to date of termination, to be paid within thirty days of his date of termination.

ADDENDUM NO. 5
CLOTHING ALLOWANCE LIST

Insulated and non-insulated coveralls

Insulated and non-insulated bib overalls

Trousers

Shirts-Pocket Tee

 Pocket long sleeve

 Pocket short sleeve

Sweatshirt

Socks

Shoes – regular and safety

Boots

Jacket – insulated

Jacket – non-insulated

Cap

Belt

Bandana

Boot laces

Mink oil for boots

Insoles

The City shall continue to supply the items currently furnished but not on the list. These include rubber boots, rain gear and gloves.

Memorandum of Understanding

by and between

The City of Marietta, Ohio

and

Teamsters Local Union No. 637

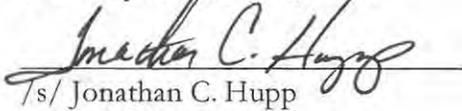
It is mutually understood and agreed by and between The City of Marietta, Ohio and Teamsters Local Union No. 637, that effective February 6, 2015, and thereafter, the following clerical errors were discovered and corrected in the recently ratified Collective Bargaining Agreement. The listed table reflects the discovered errors that were previously negotiated in another CBA, and unfortunately appeared during this agreement's production.

<u>ARTICLE</u>	<u>SECTION</u>	<u>BEFORE</u>	<u>AFTER</u>
Article 16	1	Two (2)	One (1)
Article 20	Clothing	\$350.00	\$400.00
Addendum 2	Pay scales	3%, 3%, Reopen	Removed
Addendum 2	CDL	WW,EOII, Class B	WW,EOII, Class A

Signed and set forth this 10th day of FEBRUARY, 2015.

For the Employer:

The City of Marietta, Ohio

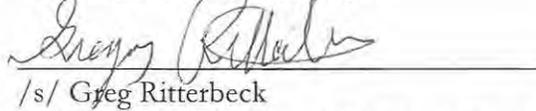


/s/ Jonathan C. Hupp

Title: Safety Service Director

For the Union:

Teamsters Local Union 637



/s/ Greg Ritterbeck

Title: Secretary-Treasurer/Business Agent

