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**AGREEMENT BETWEEN
THE CITY OF XENIA, OHIO
AND
A.F.S.C.M.E OHIO COUNCIL 8
AND LOCAL 101, XENIA CHAPTER**

**EFFECTIVE
JULY 5, 2015
THROUGH
JUNE 30, 2018**

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PREAMBLE

Pursuant to Chapter 4117 of the Ohio Revised Code, this Collective Bargaining Agreement is made and entered into at Xenia, Ohio effective this 5th day of July, 2015, by and between the City of Xenia, Ohio, hereinafter referred to as "City" and the American Federation of State, County, and Municipal Employees (A.F.S.C.M.E.), AFL-CIO, Ohio Council 8, and Local 101, Xenia Chapter _____, hereinafter referred to as "Union".

ARTICLE 1 – AGREEMENT

1.1 Entire Agreement: Except for those duly promulgated City Personnel Policies and City Civil Service Rules and Regulations which are not in conflict with the terms and conditions of this Agreement, this Agreement shall supersede and cancel all prior agreements between the City and the Union and all previous agreements or understandings with, or applicable to, any employee in the bargaining unit, whether verbal or written or based upon past practice as this Agreement constitutes the entire agreement between parties and the employees in the bargaining unit.

1.2 Modification of Agreement: The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by the parties to this Agreement.

1.3 Conflict of Agreement and Law: In the event any federal or state law conflicts with any of the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. In such event, and upon written request by either party, the parties to this Agreement shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Agreement by good faith negotiations.

In the event a Civil Service law or other municipal ordinance directly conflicts with an express provision of this Agreement, the Agreement will supersede and replace the law or ordinance to the extent permitted in ORC 4117.10 (A).

1.4 Waiver of Bargaining: The City and the Union acknowledge that during the negotiations which resulted in this Agreement they had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter which could be the subject of collective bargaining and that the understanding and agreement arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. Notwithstanding anything to the contrary herein, this waiver of bargaining does not relieve either party of its obligation to bargain modification of invalid provisions of this agreement as

described in the Conflict of Agreement and Law paragraph above. (However, nothing in this Waiver of Bargaining section is intended to limit the scope of bargaining as specified in O.R.C. 4117.)

ARTICLE 2 – UNION RECOGNITION

2.1 Recognition: The City recognizes the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 101 (AFSCME) as the sole and exclusive bargaining representative with respect to wages, hours, terms or other conditions of employment for employees that were certified by the State Employment Relations Board on July 2, 2014 in Case No. 2014-REP-03-0033 in the following unit:

Included: All full time and regular part time employees classified as: Secretary, Clerk Typist, Finance Clerk-A/R, Finance Clerk-Payroll, Finance Clerk-Accounts Payable, Finance Technician, IT Technician, Parking Enforcement Attendant, and Police Service Aide.

Excluded: All confidential and management level employees and supervisors as defined in the Act, all Municipal Court, Clerk of Court and Prosecutor's Office employees, all IT Network Analysts, and all other professional, seasonal, casual and other employees.

New full-time and part-time employees shall be considered as part of the bargaining unit; however, they shall not have grievance or appeal rights where probationary discharge or other discipline is involved.

ARTICLE 3 – PAYROLL DEDUCTIONS FOR UNION PURPOSES

3.1 Union Dues: The City agrees that all Union members shall be permitted to pay dues through payroll deductions, provided that such members shall individually and voluntarily certify that they authorize such deductions in writing with a copy provided to the union. Employees desiring to withdraw their payroll deduction authorization shall do so in writing.

3.2 AFSCME: P.E.O.P.L.E.: The City agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision to: AFSCME P.E.O.P.L.E. Department, 1625 L Street, NW, Washington, DC 20036 together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

3.3 Withholding and Payment: Payroll deductions for dues and for AFSCME P.E.O.P.L.E. contributions shall be withheld by the City bi-weekly. All deductions withheld shall be transmitted monthly.

3.4 Indemnification: The Union agrees to indemnify and hold harmless the City, its employees and agents, against any and all claims, suits, orders and judgments, including but not limited to legal fees and expenses incurred as a result of any action taken or not taken by the City, its employees or agents pursuant to the provisions of this Article.

3.5 Fair Share Fee: All employees in the bargaining unit 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 Fair Share fee amount shall be certified to the City of Xenia 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 agrees to establish a Fair Share procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal Law. In addition, the Union will provide the City of Xenia's designated representative for collective bargaining with a copy of the Union's Fair Share fee procedure.

The City shall provide with each deduction of dues and Fair Share fee deductions, the following information:

- A. Alphabetical list of Union members from whom deductions were made, the name and address of each member and the amount deducted.
- B. Alphabetical list of Fair Share fee employees from whom deductions were made, the name and address of each employee and the amount deducted.
- C. The name of each Union member and Fair Share fee employee whose name has been dropped from the prior check-off list and the reason for the omission.

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 deductions will begin within 60 days of ratification of this agreement.

ARTICLE 4 - UNION BUSINESS

4.1 Union Stewards: The Union may select one steward for each of the following Departments:

1. Police
2. Finance/Public Service

The Department in which they work shall be their area of permissible activity. The stewards' names and department shall be certified to the City in writing by the Union. This list shall be

kept current by the Union at all times. Only those stewards certified by the Union in writing will be permitted to conduct business on behalf of the Union.

The Union may select one alternate steward, who will have the same privileges as a steward with the added responsibility assigned to any of the districts listed above within the City when the steward is unavailable.

4.2 Grievance Representation: One steward will be permitted to leave their work area to represent an employee or be present at a grievance presentation provided the steward first obtains permission from his/her immediate supervisor. Such request shall not be unreasonably denied. In such instances, stewards will be permitted reasonable time to investigate and process grievances.

Union business, other than that listed above, shall not be conducted by Union stewards on City time, nor shall it, in fact, interfere with the work assignment of the steward involved or the City work assignments of any other employees. Employees who wish to consult with their Union representative concerning a grievance during work hours shall inform their supervisor and request permission before leaving their work area or work assignment. Such request shall not be unreasonably denied.

4.3 Union Representation: The staff representative may consult with employees in a private area before the start of and at the completion of the day's work, and shall be permitted access to work areas at reasonable times by mutual agreement of the parties 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 the Agreement.

The chairperson and vice-chair person of the Union shall have the privileges accorded to a steward or staff representative by the Agreement, when it is known that either a steward or staff representative will be absent or unavailable.

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

4.4 Union Eligibility: Management agrees to make available to the Union a list of new appointments of employees eligible for the bargaining unit, addresses, class titles, and the department and division to which the new employee is assigned.

4.5 Time Off for Union Seminars: The City shall make reasonable provisions for authorizing the bargaining unit a total of twenty-four (24) hours or three (3) days per year to attend Union seminars and/or conventions. Requests for approved leave, for this purpose, shall be made at least two (2) weeks in advance.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 Management Rights and Responsibilities: Except to the extent expressly modified or provided by a specific provision of the Agreement, the City reserves and retains solely and

exclusively all of its statutory and common law rights to manage the operation of the City, which rights shall include, but are not limited to:

- the right to establish or continue policies, practices or procedures for the conduct of the City and its services to the citizens of Xenia;
- from time to time to change or abolish such practices or procedures;
- the right to determine, and from time to time, re-determine the number, locations and relocation and types of employees or to discontinue any performance by employees of the City;
- to determine the number of hours per day or week any operation of the City may be carried on;
- to recruit, select and determine the number and types of employees required;
- to assign such work in accordance with the requirements determined by the City;
- to establish training programs and upgrading requirements for employees;
- to establish and change work schedules, assignments, to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- to continue, alter, make and enforce reasonable rules for the maintenance of discipline;
- to suspend, discharge, or otherwise discipline employees for just cause; and
- otherwise to take such measures as the City may determine to be necessary for the orderly and efficient operation of the City.

Nothing in this Agreement shall prohibit the City from contracting or assigning work to non-bargaining unit members under exigent (emergency) circumstances.

Nothing herein shall prevent an employee from presenting his grievance for the alleged violation of any article or specific term of this Agreement, and none of the City's rights contained herein shall be exercised in a capricious or discriminatory manner against any employee or group of employees.

ARTICLE 6 - NON-DISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of his membership or non-membership in the union.

Both parties further agree that neither will discriminate against any employee on account of race, color, religion, sex, national origin, age, handicap, ancestry, or political affiliation.

ARTICLE 7 - WAGES

Upon the effective date of this Agreement, the current hourly wage for all bargaining unit members shall be increased by 2%. Each employee shall be placed on the step within his/her job classification which corresponds with the increased rate of pay in accordance with the initial

wage schedule set forth below. Any employee whose rate of pay falls between steps shall be placed on the next highest step. Employees shall be paid the hourly rate which corresponds with their step placement. Any employee whose rate of pay after applying the 2% increase exceeds the highest step for their job classification shall be grandfathered at that rate, but shall not receive any increase in their hourly pay until the top step of the wage schedule is increased above such rate.

Employees will be eligible for a step increase on each anniversary of their date of hire occurring on or after January 1, 2016, upon receiving a satisfactory performance evaluation (unless the employee's rate of pay is at or above the top step for their job classification).

Initial wage schedule effective July 5, 2015:

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
410	\$9.12	\$10.14	\$11.16	\$12.18	\$13.20	\$14.22	\$15.24
412	\$15.64	\$16.43	\$17.22	\$18.01	\$18.80	\$19.59	\$20.38
414	\$19.00	\$19.96	\$20.92	\$21.88	\$22.84	\$23.80	\$24.76
416	\$22.35	\$23.48	\$24.61	\$25.74	\$26.87	\$28.00	\$29.13

The wage schedule shall be increased by 1% for year two, commencing July 3, 2016, as follows:

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
410	9.21	10.24	11.27	12.30	13.33	14.36	15.39
412	15.80	16.59	17.39	18.19	18.99	19.79	20.58
414	19.19	20.16	21.13	22.10	23.07	24.04	25.01
416	22.57	23.71	24.86	26.00	27.14	28.28	29.42

The wage schedule shall be increased by 1% for year three, commencing July 2, 2017, as follows:

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
410	9.30	10.34	11.38	12.42	13.47	14.51	15.55
412	15.95	16.76	17.57	18.37	19.18	19.98	20.79
414	19.38	20.36	21.34	22.32	23.30	24.28	25.26
416	22.80	23.95	25.10	26.26	27.41	28.56	29.72

When the minimum rate of any range falls below the State or Federal minimum wage requirement, the minimum rate will be increased to comply with the law.

7.1 Pay Schedule: Employees shall be paid on a bi-weekly basis in accordance with a schedule developed by the Director of Finance.

7.2 Classification of Positions:

<u>Position</u>	<u>Range Number</u>
Clerk Typist	410
Parking Enforcement Attendant	410
Secretary	412

Finance Clerk – A/R	412
Police Service Aide	414
Finance Clerk – A/P	414
Finance Clerk – Payroll	414
Information Technology Technician	414
Finance Technician	416

On November 1, 2016 and November 1, 2017, any full-time employee who did not receive any wage increase in the previous twelve (12) months shall receive a PERS-eligible lump-sum payment of \$450.00 (\$200.00 for part-time employees meeting the same criteria), less applicable withholdings, payment to be made between November 1 and Thanksgiving day of the applicable year. This payment shall not apply to any employee who did not receive a step increase as a result of an unsatisfactory performance evaluation.

ARTICLE 8 – VACANCIES

8.1 Vacancies: When permanent vacancies or new jobs occur in positions covered by this Agreement, notice of each vacancy shall be posted within ten (10) days of the City's decision to fill the vacancy on bulletin boards in each department for a period of at least five (5) working days. Job postings shall include: job title; job range; a description of the duties, responsibilities, and necessary skills required for the position; the date and time of posting; the number of the notice; the date the job will become effective; and the place to file applications. The times specified within this section can be accelerated by mutual agreement of the parties.

8.2 Applications: An employee wishing to be considered for the job shall make application on forms provided by the City and submit the application to the Human Resources Director within the posting period.

8.3 Filling Vacancies: When filling vacancies, the City shall give first consideration to any employee seeking transfer within the same classification as provided in this Agreement. The City shall give next consideration to other bargaining unit employees who have applied for the position based upon their physical qualifications, ability to do the work required, the quality of prior service, the length of service, and other factors affecting merit.

- A. Seniority is one factor in filling vacancies. Other qualifications for the job may be determined by appropriate written exams or skills tests, as the City may deem necessary. Credit for seniority for promotional exams shall be determined as follows: For the first five years there will be no credit given for seniority. Half of a percentage point (.5) shall be credited for each full year of the next ten (10) years of service. Not more than 5 percentage points shall be credited to any applicant for seniority towards a final grade.

- B. For the purposes of filling posted vacancies, seniority shall be bargaining unit wide based on length of service, as defined as cumulative unbroken service with the City.

8.4 Trial Period: Any employee transferred to this job shall have a trial period of six (6) months, and may be removed and returned to his former job, or similar job, at any time during the trial period if he fails to make satisfactory progress. The employee shall be restored to the same pay range and step he held prior to the promotion or transfer.

8.5 No Qualifying Employee: If no active bargaining unit employee is interested in or qualifies for the vacancy, the City shall recall any employees who are then on layoff pursuant to the procedures of this Agreement. If there are no qualified employees on layoff who are willing to accept the position, the City shall hire a new employee of its choosing.

8.6 Temporary Vacancies: In the event of a temporary vacancy, the City may fill the vacant or new position by recall from layoff if a qualified bargaining unit member is on layoff. Filling a temporary position shall not re-start the bargaining unit member's two-year period of recall rights. If no qualified bargaining unit members are on layoff, then the City may assign a person of its choosing for a period not to exceed one hundred twenty (120) days unless the Union and the City mutually agree to extend such term.

8.7 Eligibility for Vacancies:

- A. Employees must complete their probationary period to be eligible for job vacancies.
- B. An employee who transfers to a new position within the bargaining unit and who completes the trial period and is permanently classified in that job may not be considered for another posted job for a period of six (6) months from the date of transfer.

ARTICLE 9 – LONGEVITY

9.1 Eligibility: Bargaining unit members who have continuous service with the City of Xenia of five years or greater as of December 1 of any year are eligible for longevity benefits.

9.2 Benefits: Longevity benefits shall be paid as follows:

- For more than five years service.....\$150.00
- For each additional year.....\$ 20.00

9.3 Payment: The bargaining unit member, if eligible for longevity benefits on December 1 of a year, will receive longevity payment between November 1 and Thanksgiving. The amount of longevity payment shall equal the amount as shown in Section 2.

The payment shall be a lump sum paid between November 1 and Thanksgiving. The entire longevity payment will be prorated to the nearest pay period for any member terminating employment for any reason prior to December of a year.

Each December the Finance Director will establish a date consistent with the pay cycle to modify the longevity affected overtime rate for the following year.

9.4 Part-Time Credits: Whenever a bargaining unit member has a combination of part-time and full-time continuous service, 2080 hours of part-time employment shall constitute one year for computation of full longevity credits. Overtime hours worked in bi-weekly periods shall not be used in computing benefits.

9.5 Applicability for Overtime: Longevity payments will be added to base salary for the purposes of computing rates for scheduled and unscheduled overtime.

ARTICLE 10 – LAYOFF AND RECALL

10.1 Layoff and Recall: Except as specifically provided below, the procedure for layoff and recall in the bargaining unit shall be governed by the procedures set forth in Rule 20 of the Rules of the City of Xenia Civil Service Commission which procedure shall be subject to the grievance arbitration procedures of this Agreement.

Whenever it is necessary to layoff within a classification, either for lack of work or lack of funds or due to subcontracting, employees shall be laid off in the following order within the affected classification:

1. Seasonal employees
2. Temporary employees
3. Provisional employees
4. Probationary employees
5. Regular, permanent, part-time employees
6. Regular, permanent, full-time employees

10.2 Notification of Layoff: Each employee to be laid off shall be given advance notice of the layoff by the appointing authority stating the reasons for the layoff. The notice shall be hand delivered at least fourteen (14) calendar days or mailed at least seventeen (17) calendar days before the layoff.

10.3 Layoff Order/Bumping Rights: The following list of positions in the classified service of the City establishes the method of layoffs within a classification series, from the highest level downward to the lowest level in that series. The displacement or bumping process occurs only within a single class series. In accordance with Civil Service rules, an employee may bump a less senior employee in a different classification series only if the employee (1) formerly held the

position of the less senior employee and (2) is qualified for the position. Each roman numeral designates an occupational group, whereas each numeric entry in that group denotes a single class series.

- I. Clerical Group:
 1. Office Aide
Clerk Typist
Secretary
 2. Finance Clerk – A/R
- II. Administrative and Fiscal Group:
 3. IT Technician
 4. Finance Clerk – Accounts Payable/Payroll
Finance Technician
- III. Police and Fire Group:
 5. Police Service Aide

*Based on total retention points, bargaining unit employees may displace the employee with the least retention points in the classification of Parking Enforcement Attendant.

10.4 Recall: Employees laid off shall be placed on a recall list according to their classification and City seniority for a period of two (2) years following their date of layoff.

Each employee recalled from layoff shall be notified of the offer of recall by certified letter. Each employee shall be allowed five (5) calendar days from the receipt of the letter to notify the City of his/her intent to return to work and an additional (14) days to return to active service if employed; otherwise five (5) calendar days to return to work if unemployed. If the employee declines the offer of recall, the next employee on the recall list shall be notified in accordance with the above paragraph. In the event of extenuating circumstances (e.g. illness, injury, absence from the City or other good cause) preventing the employee from returning to work within fourteen (14) day limit, the City may grant a reasonable extension, but not to exceed thirty (30) days.

ARTICLE 11 – RETIREMENT

All employees of the City subject to the provisions of the State of Ohio Public Employees' Retirement System shall comply with the provisions of Ohio Revised Code Section 145.32.

ARTICLE 12 – PLUS RATING

12.1 Definition: Employees required to work and substantially perform the job duties in a higher job classification on a temporary basis will be paid at the step and rate of pay in the higher classification equal to or greater than an additional 65 cents per hour of their current pay rate at any time they are required to work and substantially to perform the job duties in the higher classification for more than four (4) hours in a work day, except those duties incidental to the

duties set forth in description of duties of their regular classification. Supervisors will not assign work requiring the performance of other job duties in a higher classification for periods of less than four (4) hours for the purpose of avoiding payment of plus-rated pay.

12.2 Training: Employees not fully qualified for a plus rating because of lack of experience or qualifications may be assigned to do work in a higher classification without plus rating for purposes of training. Such training shall not be more than 40 hours, not necessarily consecutive, after which time the employee shall be plus-rated.

Employees will be notified in writing when an assignment is for purposes of training. If the training period is to be longer than three (3) working days, the notification shall include the length of the assignment, if known, and the location and time of such assignment.

12.3 Accumulated Hours: Employees who accumulate 1,400 or more hours in a calendar year of plus-rating in a higher classification shall continue to be plus-rated each calendar quarter thereafter in which he/she performs at least 173 hours or work in the higher rated classification.

12.4 Overtime: An employee required by the City to work overtime in a position above their normal job classification at a time not part of their regularly assigned work hours, will have, as a base rate for said overtime work, the plus-rated pay to which he/she is entitled under Article 12, Plus-Rating, of the current labor Agreement.

12.5 Payment for Working as a Temporary Supervisor: Any employee who is assigned to serve as a temporary supervisor for a period of one (1) eight (8) hour workday during the workweek (Monday thru Friday) shall be paid an additional one dollar and fifty cents (\$1.50) per hour for all hours worked. Such assignments shall not be split for the purpose of avoiding payment under this section.

ARTICLE 13 – INSURANCE

13.1 Life Insurance: The City will provide and pay the necessary premium for all full-time employees, life insurance in the amount of fifty thousand dollars (\$50,000.00) per employee as part of a group term life insurance plan and fifty thousand dollars (\$50,000.00) per employee of accidental death and dismemberment insurance.

13.2 Medical and Hospitalization Insurance: All full-time employees shall be entitled to participate in the City's Group Hospitalization (Health) Insurance Program.

An eligible employee may waive rights to participate in coverage. If an employee waives this benefit, such employee may not revoke the waiver until the next open enrollment period.

13.3 Payment of Premiums: For those employees hired before September 1, 2003, the City shall limit its payment for health insurance to eighty-five percent (85%) of the monthly premium. For employees hired after September 1, 2003, the City shall limit its payment for health insurance to eighty percent (80%) of the monthly premium. For employees hired after April 1,

2010, the City shall limit its payment for health insurance to seventy percent (70%) of the monthly premium.

In addition, when the City offers a Health Savings Account (HSA) plan, the City shall contribute \$3,500.00 total in a calendar year for employees enrolled in the HSA family plan or the City shall contribute \$1,500.00 total in a calendar year for employees enrolled in the HSA single plan. The City shall determine the contribution dates. Contributions for new hires shall be pro-rated in accordance with City policy.

13.4 Payroll Deductions: The City agrees to deduct the member's payment for health insurance by payroll deduction twice a month in equal amounts. In the event the monthly excess stated above is not an even amount (i.e., divisible by 2), the member shall pay two equal amounts not to exceed the monthly excess, and the City pay the monthly amount listed above plus the balance owed (1 cent).

13.5 Insurance Committee: The parties commit to participate in a City-wide Insurance Committee consisting of one bargaining unit employee, management, representatives from other City bargaining units and representatives from non-union staff. This committee will participate in the insurance renewal process. The scope of the committee's charge shall be to review the current plan and cost, and to investigate alternate plans, benefits, and brokers. The goal of the committee will be to maintain an acceptable level of coverage and cost for both the employees and the City. The recommendation approved by the committee members will be presented to the appointed officials. City Council retains the right to accept or reject the committee's recommendation and the substitute of coverages, if any, shall not be the subject of collective bargaining or constitute a grievance under the grievance procedure.

13.6 Compensation in Lieu of Benefits: When the City, at the recommendation of the Insurance Committee, offers an opt-out program (compensation in lieu of benefits), eligible employees who waive participation in the City's group health insurance plan will be eligible for an opt-out benefit based on the terms and conditions of the program.

In the event both spouses or a parent and adult child are employed by the City and one waives coverage, the spouse, parent or child waiving the City's coverage is not eligible to receive compensation in-lieu of benefits offered under the opt-out program.

The terms and conditions of the opt-out program shall not be the subject of collective bargaining or constitute a grievance under the grievance procedure.

13.7 Dental Insurance: When the City offers dental insurance coverage, all full-time employees may participate in the plan by paying 50% of the monthly premium by payroll deduction.

13.8 Vision Insurance: When the City offers vision insurance coverage, all full-time employees may participate in the plan by paying 100% of the monthly premium by payroll deduction.

ARTICLE 14 – ATTENDANCE

14.1 Definitions:

- Absence:** Absence is defined as work time lost when an employee does not work as scheduled. When an employee is absent for thirty (30) minutes or more of his/her scheduled shift it will count as one (1) Absence Occurrence unless the absence is one of the Exceptions set forth below. Consecutive days of absence for the same reason will count as one (1) occurrence.
- Tardy:** Tardy occurs when an employee is not present, and ready to being working, within thirty (30) minutes of his/her scheduled start time. Clocking in within six (6) minutes of scheduled start or ending time shall not count as a tardy or early departure. Each tardy will count as one (1) Tardy Occurrence unless the absence is one of the Exceptions set forth below.
- Early Departure:** When an employee leaves work or ceases working less than thirty (30) minutes before his/her shift is over it will count as one (1) Tardy Occurrence unless the Early Departure is one of the Exceptions set forth below.
- No Call/No Show:** No call/No show occurs when an employee failed to notify his/her supervisor and does not report to work as scheduled. This may result in corrective action up to and including termination following investigation of the situation.

14.2 Notification: In the event of an expected absence, employees must notify their supervisor at least one (1) hour before their scheduled start time. If their supervisor is not available, employees must leave a voice or email message for their supervisor. Employees are responsible for keeping their supervisor informed as to when they expect to return to work. This procedure applies when employees are going to be absent or tardy. Employees must provide a reason for their absence or tardiness.

14.3 Exceptions: Time away from work approved for the following reasons will not count as an occurrence:

1. Approved family and/or medical leaves of absence (FMLA);
2. Pre-scheduled and pre-approved use of the following paid leave: vacation, sick leave, personal or compensatory time;
3. Military leave;
4. Leave for Jury Duty;
5. Approved Bereavement leave;
6. Approved Injury Leave

14.4 Corrective Action: Six (6) or more Absence Occurrences or six (6) or more Tardy Occurrences in a rolling 12-month calendar measured backward will result in the corrective action below that coincides with the number of occurrences. Absence Occurrences and Tardy Occurrences shall not be combined for the purposes of progressive discipline. Occurrences shall fall off the applicable category 12 months from the date of the occurrence.

<u>Occurrences</u>	<u>Correction Action</u>
3 Occurrences	Counseling
7 Occurrences	Verbal Warning
8 Occurrences	Written Warning
10 Occurrences	Final Written Warning
11 Occurrences	Termination

ARTICLE 15 – SICK LEAVE

15.1 Definitions:

- A. An occurrence of sick leave is defined as the use of sick leave by an employee for half or more of any scheduled work day.
- B. Absenteeism is defined as productive work time lost when an employee is unable to work as scheduled.

15.2 Accumulation: Each full-time employee shall be entitled to accumulate sick leave at the rate of 0.05770 credits per hour for each regularly scheduled work hour, up to a maximum accumulation of 2,080 hours (260 days). This represents an average monthly sick leave accrual of ten (10) work hours and an average annual sick leave accrual of 120 work hours or 15 days. Overtime hours shall not be used when computing sick leave accrual.

15.3 Permissible Uses: Employees shall use sick leave for absence due to the employee’s illness, injury, doctor’s or dentist’s appointments, exposure to contagious disease which could be communicated to other employees, and absence due to serious illness or injury (as provided by the Family Medical Leave Act – “FMLA”) or death in the employee’s immediate family. Use of said leave shall be on an hour-for-hour basis.

In the event that the City offers an alternative assignment on a temporary basis to an employee who is unable to perform his/her normal job duties due to work-related injury or illness in order to provide reasonable productive accommodations for the employee, and the employee refuses to return to work, the employee may not use sick leave for their absence.

Interpretation of immediate family in terms of serious illness or injury is generally determined to be the spouse, parents, either natural, step, foster, or in-law, children and other relatives living in the employee’s household. For purposes of death and bereavement, immediate family shall include spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, grandparent, grandchild, half-brother, half-sister, grandparent-in-law, brother-in-law, sister-in-law, son-in-

law, daughter-in-law and other relatives living in the employee's household, or any person for whom an employee serves as legal guardian.

In the event an employee is scheduled to work on a holiday and is absent due to a permissible use of sick leave, the employee will receive eight (8) hours of compensation for the holiday if eligible therefore under, Holidays, and not be compensated for or charged with sick leave usage.

15.4 Notification: Each employee shall notify or cause his/her supervisor to be notified of his/her absence not later than one hour prior to the regular starting time of his/her work day.

In cases where an illness or other eligible sick-leave use extends longer than one day, the employee shall notify or cause his/her supervisor to be notified not later than one hour prior to the regular starting time of the first day, the anticipated length of the eligible sick leave use, the reason for said use, and the expected return date. Notification in this matter will satisfy the requirements of the Section. If the employee must be off on sick leave longer than the estimated time, the employee will advise the supervisor accordingly prior to the current return date, provide the reasons therefore, and a new expected return date. If any employee is able to return to work earlier than anticipated, he/she is expected to do so. Sick leave is to be used only for permissible uses as stated above.

15.5 Doctor's Certificate: A doctor's certificate to substantiate absence of three consecutive days is required by the City, and may also be required in the following cases:

- A. For probationary employees;
- B. Repeated one or two day absences, or
- C. Multiple employee absences on a single day.

15.6 Sick Leave Donation Program: This program is available to help employees who are in need because of a non-work related accident or illness, after the employee has exhausted all other available paid leave including sick leave, personal leave, vacation time and compensatory time. However, this program does not supersede nor replace other retirement or disability programs.

Employee's eligible for workers' compensation benefits and/or injury leave are not eligible for the Sick Leave Donation Program. The Sick Leave Donation Program will not limit or extend the maximum allowable absence under the Family Medical Leave Act (FMLA).

When the Human Resources Office is made aware of the need for sick leave donations, a notice will be sent to all City employees requesting their help. Any employee may then voluntarily elect to contribute, permanently, sick leave credits for a Sick Leave Catastrophic Incident. In addition, the following criteria will apply:

- A. Only regular, full-time, non-probationary employees are eligible to donate sick leave credits or to be a recipient of a donation. You must have at least forty (40) sick leave credits accumulated at the time of donation.
- B. A sick leave credit will be defined as eight (8) hours and will not have an hourly rate attached.

- C. An employee may contribute only five (5) sick leave credits per year.
- D. A sick leave credit donation is permanent and therefore cannot be returned to the donor or converted to cash by the donee's estate.
- E. The sick leave credits will be used in place of the employee's regularly scheduled workdays to the extent they are necessary.
- F. A donated sick leave credit will not count as a separate absence for the donating employee.
- G. Donated sick leave credits can be used to cover retroactive unpaid regularly scheduled workdays.
- H. An employee will not accrue holiday pay, vacation or sick leave while receiving donated sick leave.
- I. An employee will be eligible for this program up to one year after beginning leave due to his/her non-work related illness or until donations are not available and FMLA is exhausted, whichever comes first.
- J. An employee's illness or disability must be certified by a physician.
- K. When an employee is about to exhaust his/her available paid leave including sick leave, personal leave, vacation time and compensatory time, a request for donated sick leave may be made in writing to the Director of Human Resources. The physician's certification, including the employee's expected return to work date, must be attached to the request. The City will determine eligibility for donations and that decision will be final. If it is determined that an employee is eligible to receive donated sick leave credits, the Union and all bargaining unit employees will be notified in writing of the request for donations by the employee. An employee who voluntarily chooses to donate sick leave credits must complete a Sick Leave Donation Form and submit it to the supervisor who will notify the payroll department to deduct the credit from the employee's sick leave balance. A copy of the donation form will be maintained in the donor's personnel file. The payroll clerk will increase the donee's sick leave balance by the number of credits received from other employees.

15.7 Compensation Upon Separation: Accumulated (unused) sick leave at termination of employment will be reimbursed as follows:

- A. An employee separating from City service will be credited for up to 175 days (1,400 hours) of accumulated but unused sick leave.
- B. Separation pay is equal to the employee's hourly rate of pay times the number of hours of compensable accumulated sick leave times a percentage credit. The

percentage credit will be calculated with the following formula with a minimum credit of 5%. The maximum credit would be 48.75%.

$$\%Credit = 5 + H*/32$$

where H is the hours of compensable accumulated sick leave at termination.

- C. In case of death of an employee, severance pay for accrued sick leave shall be paid to the employee's estate or beneficiaries.
- D. The above provisions shall apply only to full-time employees who have completed one full year of service with the City of Xenia. An employee with less than ten (10) years of service is not eligible for severance pay for accumulated sick leave if the employee is dismissed from employment for unlawful or criminal conduct. An employee with ten (10) years or more of service shall be entitled to compensation for accumulated sick leave at his termination of employment, irrespective of cause, in accordance with the provisions of this Section.

15.8 Reinstatement: Any employee who receives payment for unused sick leave and is later rehired may have sick leave reinstated upon reimbursing the City for the full amount received for such days when previously separated. Employees with less than one year's service that were laid off receiving no compensation for said days shall have those accumulated (unused) sick days reinstated.

15.9 Transfer of Sick Leave: Any employee with prior service with another public agency of the State of Ohio shall be credited with the balance of his accumulated but unused sick leave upon proper certification of the accumulated but unused sick leave from the previous public employer.

15.10 False Claim: The City has the right to, and may if it so chooses, investigate any/all sick leave before compensation is paid. Management reserves the right to withhold benefit payments and/or take disciplinary action up to and including discharge against an employee who submits a false claim for benefits covered in this Article or works for another employer while on sick leave.

ARTICLE 16 - VACATION

16.1 Accrual and Accumulation: All full-time employees shall accrue vacation credits, based on regularly scheduled work hours and paid leave hours, at the following rates, and have maximum hourly accumulations as follows:

Length of Service (Complete Years)	Hourly Accrual Rate	Annual Rate	Maximum Accumulation (hrs.)	Maximum Payout
Less than 10	.04616	12 Days	240	240
Over 10 less than 20	.06924	18 Days	360	360
Over 20	.09231	24 Days	360	360

All full-time employees shall accrue vacation at the hourly accrual rate set forth above for actual regular hours worked and paid leave hours. Employees receiving sick leave donations, on leave of absence without pay or other unpaid status or lay-off from the City will not accrue vacation hours during such period. Overtime hours shall not be used when computing an employee's vacation accrual.

The annual vacation days employees accrue are based on the appropriate hourly accrual rate multiplied by 2,080 (the average hours employees are scheduled to work each year).

16.2 Vacation Scheduling: Vacation leave must be scheduled in advance with the employee's supervisor. Vacation leave requests will be granted on a first-come, first-serve basis, as long as the requests meet the operational requirements of the Division or Department.

In the event that more than one request to schedule employee vacation for the same day(s) is received by a supervisor at the same time, and the operational requirements are such that not all requesting employees can take vacation at the same time, seniority shall be the determining factor in deciding who shall take vacation. Requests for vacations shall not be unreasonably denied.

Vacation approval will be determined by the requesting employee's supervisor within five (5) days of the request, if possible.

16.3 Compensation Upon Separation: Upon separation from the City's service, an employee shall be entitled to compensation for earned but unused vacation leave to the employee's credit at the time of separation. Computation of pay for unused vacation shall be based on the employee's current rate of pay times the hours of accumulated vacation leave, not to exceed the maximum accumulation.

Death, either on-duty or off-duty, is considered as separation from service, and compensation for accrued but unused vacation hours as identified in this Article will be paid to the employee's surviving spouse. In the event that the employee has no surviving spouse, payment shall be made to the employee's estate.

16.4 Holidays: In the event that a holiday occurs during an employee's vacation, the employee shall not be charged with a day of vacation for the holiday.

16.5 Call-in: If an employee is called in to work while on vacation, the employee will be paid at one and one-half (1-1/2) times his regular rate of pay in addition to vacation pay.

16.6 Prior Public Service Employment Credit: A full-time employee, hired after January 1, 1985, is entitled to have such prior public service with the State or a political subdivision thereof, for the six-year period immediately preceding his or her employment with the City, used for the purpose of computing the employee's rate of vacation accrual.

A full-time employee hired on or after May 24, 2013 who has received or is receiving retirement benefits in accordance with the provisions of any retirement plan offered by the State of Ohio (a

reemployed retiree) will not have any prior public service included in the calculation for the purpose of determining vacation accrual benefits.

It is the responsibility of the employee to provide documentation from prior employers and/or the applicable pension plan verifying prior service within ninety (90) days from his/her full-time date of employment with the City. Requests for prior service credit received after the 90th day of full-time employment must be approved by the appropriate appointed official.

ARTICLE 17 – HOLIDAYS

17.1 Holidays: The following days are designated as paid holidays for all full-time City employees:

1. The first day of January, known as New Year's Day;
2. The third Monday in January, Martin Luther King Jr. Day;
3. The last Monday in May, known as Decoration or Memorial Day;
4. The fourth day of July, known as Independence Day;
5. The first Monday in September, known as Labor Day;
6. The eleventh day of November, known as Veterans' Day;
7. The fourth Thursday in November, known as Thanksgiving Day;
8. The day after Thanksgiving Day; and
9. The twenty-fifth day of December, known as Christmas Day.

17.2 Rate of Pay: All eligible, full-time employees shall receive eight (8) hours holiday pay at their hourly base rate for designated holidays. All eligible, full-time employees who are called in to work on a holiday shall be paid at a rate of one and one-half times their regular rate for actual hours worked plus eight (8) hours holiday pay.

17.3 Eligibility: In order for a full-time employee to receive his/her pay for the holiday, he/she must be in paid status and work the regular scheduled day before and regular scheduled day after the holiday, unless otherwise excused. Any absence deemed by the immediate supervisor as unexcused, which occurs on the regularly scheduled work day prior to or after the holiday, will result in the employee receiving no holiday benefits.

An unexcused absence is defined as an employee not working as scheduled or required for reasons other than approved vacation, bereavement, jury duty, comp time, approved injury leave, pre-approved sick leave, or approved Family Medical Leave Act absences.

17.4 Holidays Falling on Saturday or Sunday: If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

17.5 Effect of Holiday: In the event a holiday occurs during such employee's vacation or while on pre-approved sick or injury leave, the employee shall be compensated for the holiday and not charged with or compensated for the vacation, sick, or injury leave hours.

17.6 Part-Time Employees: Part-time employees who are normally scheduled to work on a designated holiday shall be given the opportunity to work extra hours during the pay period in which the holiday falls to cover the unpaid day off.

ARTICLE 18 –PAID ABSENCE DAYS

18.1 Paid Days: All full-time employees on the payroll as of January 1 of each year; will be granted sixteen (16) hours or two (2) paid absence days per calendar year.

Full-time employees hired after January 1 will not be entitled to paid absence days during the balance of the year in which they were hired.

18.2 Expiration Date: Paid absence time must be used by December 15 of each year (unless notification is given to the Finance Department prior to December 1). Paid absence time not used during the calendar year shall be lost and no additional compensation shall be paid in lieu thereof.

18.3 Management Determination: Use of Paid Absence time must be scheduled in advance with the employee's supervisor. Requests will be granted on a first-come, first-serve basis, as long as the requests meet the operational requirements of the Division or Department. In the event that more than one request to schedule Paid Absence time for the same day(s) is received by a supervisor at the same time, and the operational requirements are such that not all requesting employees can take Paid Absence time at the same time, seniority shall be the determining factor in deciding who shall take the Paid Absence. Request for Paid Absence shall not be unreasonably denied.

ARTICLE 19 –INJURY LEAVE

19.1 Extent of Benefit: In the event an employee suffers an injury and is unable to work as a result of an on-duty accident or incident other than for reason of misbehavior on the part of the employee, and such injury is determined to be allowable by the Bureau of Workers' Compensation (BWC) or Industrial Commission (IC), the employee may receive a maximum of 720 work hours of injury leave for each new and separate injury.

An employee who contracts a communicable disease, which is the result of an on-duty exposure incident with the City of Xenia, will be eligible for injury leave.

When injury leave is exhausted, and the employee is unable to return to work, the employee may elect to use accumulated sick leave and/or other accrued leave.

In extreme cases where the employee has exhausted all sick leave and other accrued leave, additional injury leave may be granted at the discretion of the City Manager/Finance Director, considering the facts of the particular case. When disability caused by an in-the-line-of duty

injury continues for a period of 12 months, and all leave is exhausted, the employee shall apply for disability retirement.

The parties agree to have a transitional work program. The transitional work program is designed to provide, on a temporary basis, suitable alternate work schedules (in consultation with the employee) and job tasks that provide reasonable productive accommodations for employees who are unable to perform their normal job duties due to a work-related injury or illness. Employees unable to perform their normal job duties due to a non-work-related injury or illness may be eligible to participate in the Transitional Work Program at the discretion of management.

Employees who are eligible to participate in the Transitional Work Program due to a work-related injury or illness but refuse to return to work will not be eligible for injury leave benefits.

19.2 Reporting: Employees, if possible, shall report all on-duty injuries to the respective department head immediately (within 24 hours). A written injury report will be prepared, signed by the employee and the manager/department head and forwarded to the office of the City Manager/Finance Director. If the injury is a line-of-duty injury and is not reported within the 24 hour period, or by the 1st day the employee is able, the City Manager/Finance Director reserves the option as to whether or not injury leave will be allowed.

19.3 Workers' Compensation: When the employee is unable to work for three or more calendar days as a result of an in-the-line-of-duty injury, the employee will file a claim for Workers' Compensation benefits. Charges will be made against the employee's leave accruals, beginning with sick leave, for any periods not covered by Workers' Compensation Statutes.

In the event the Bureau of Workers' Compensation (BWC) or the Industrial Commission (IC) determines that the injury or condition is not the result of an on-duty accident or incident with the City of Xenia, any injury leave hours the employee received will be reverted to sick leave and/or other available paid leave hours. If the employee does not have sufficient paid leave hours available to reimburse the City for all injury leave hours received for a denied claim, the employee shall make full restitution to the City through a mutually agreeable arrangement.

19.4 Payment: Injury Leave will be paid at the employee's base rate of pay. Employees may not receive wage benefits from the City and Bureau of Workers' Compensation at the same time.

19.5 Evidence: The City may require, at any time, the employee to furnish medical proof or submit to medical examination by a City-designated physician at the City's expense, to determine whether the alleged injuries are compensable. If compensable, the City shall notify the employee as soon as practicable.

19.6 Effect of Holidays: If an employee is normally scheduled to work on a holiday and is eligible for compensation under this Article, the employee will not be charged with or compensated for injury leave hours, and will be compensated for the holiday.

19.7 False Claim: The City has the right, and may if it so chooses, to investigate any/all injury leave before compensation is paid. Management reserves the right to withhold benefit payments or take disciplinary action, up to and including discharge, against an employee who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer or engaging in self-employment while on injury leave where:

- a. Such employment indicates an ability to perform the essential functions of his or her City position;
- b. Such employment is inconsistent with the convalescence from his or her injury or illness and would tend to either exacerbate the condition or delay his or her recovery; or
- c. Such employment occurs on any day on which the employee is normally scheduled to work for the City.

19.8 Appeal Provision: If injury leave is denied any employee under the terms of this Article, the matter may be the subject of a grievance.

ARTICLE 20 – LEGAL PROCESS ABSENCES

20.1 Absence in Response to Subpoena (Employee Not a Party to Court Case or Administrative Hearing): There will be no loss of pay if the employee signs and files a statement with the Finance Director stating that compensation was received in the amount shown or no compensation was received as a result of the court appearance.

The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena, shall be remitted to the Finance Director at the time the above form is filed. Adherence will result in no loss of pay.

20.2 Absence Due to Response to Jury Summons: There shall be no loss of pay if the employee signs and files a statement with the Finance Director immediately upon return from jury duty stating that compensation was received in the amount shown and the employee remits the compensation received to the Finance Director before the end of the current pay period.

20.3 Absence When Party to Court Action: In the event of absence from duty for any court hearing or administrative hearing in which the employee is a party, the employee must use accrued but unused vacation leave or accrued but unused paid absence days. If said employee does not have vacation leave or paid absence days, the employee may apply for a Leave of Absence without pay in accordance with the current Rules and Regulations of the Civil Service Commission.

20.4 Notification of Absence: Employees must notify their supervisor as soon as practicable of their impending absence from duty to be excused for legal process absences.

ARTICLE 21 – HOURS OF EMPLOYMENT

21.1 Period Definition: The workweek is defined as that period of time from Sunday (0001 hours) through Saturday (2400 hours).

21.2 Hours of Work: The normal work hours of work for full-time employees will be a forty (40) hour workweek consisting of nine (9) hours per day, Monday through Friday, with a one

hour unpaid lunch break. The normal work hours for part-time employees will be determined by their supervisors to meet the needs of the Division/Department.

The starting and ending time schedules for all employees will be determined by the City and may change from time to time to meet the needs of the Division/Department.

21.3 Breaks: Notwithstanding anything to the contrary herein, employee meal and break periods are subject to the discretion of each employee's immediate supervisor to meet the demands of the department/division.

Unless the demands of the department/division require otherwise, breaks shall be scheduled as follows: Employees working at least an eight (8) hour shift shall be provided with a one hour unpaid meal period and two (2) fifteen (15) minute break periods; Employees working at least a four (4) hour shift shall be provided with one (1) fifteen (15) minute break period; An employee who works more than five (5) but less than eight (8) consecutive hours shall be provided a thirty (30) minute unpaid meal period.

21.4 Notice of Schedule Change: There shall be a two (2) week notice posted and a copy given to each affected employee in order to change shifts, hours or schedule changes, except in cases of emergency and unforeseen circumstances which require a shorter notice.

ARTICLE 22 – OVERTIME

22.1 Overtime Compensation:

1. All employees are eligible for overtime compensation or compensatory time when approved or required by their supervisor to work for more than forty (40) hours in a workweek (Sunday-Saturday).
2. All employees entitled to overtime compensation shall be paid one and one-half (1 ½) times for hours worked (excluding sick or injury hours) over forty (40) during a workweek at their base rate of pay. All employees shall be paid at the rate of two (2) times the hourly rate of pay for all work done on the seventh consecutive day actually worked.
3. All benefit leave hours (except sick or injury hours) shall be included in the total hours worked to determine overtime hours but in no event shall an employee pyramid overtime.
4. Employees required to work on the actual holiday (see Holidays), shall be paid in accordance with the Holiday provision under this Agreement.

22.3 Overtime Scheduling: Overtime scheduling will be at the discretion of the supervisor, division/department head and/or appointed official based on operational needs.

22.4 Compensatory Time:

1. Full-time employees may elect to accrue compensatory time in lieu of overtime compensation for hours worked (excluding sick or injury hours) in excess of forty (40) hours in a workweek (Sunday-Saturday) on a time and one-half basis.

2. Full-time employees shall be allowed a maximum accumulation of 120 hours of compensatory time at any one time.
3. Full-time employees shall be compensated any accumulated, unused compensatory time between November 1 and Thanksgiving at the employee's regular hourly rate of pay.
4. Full-time employees may carry over forty (40) hours of compensatory time from one calendar year to the next.
5. Upon termination of employment, full-time employees shall be compensated for any accumulated but unused compensatory time at the employee's regular rate of pay.
6. Use of compensatory time must be scheduled in advance with the employee's supervisor. Requests will be granted on a first-come, first serve basis, as long as the requests meet the operational requirements of the Division or Department. Requests shall not be unreasonably denied. In the event that more than one request to schedule compensatory time for the same day(s) is received by a supervisor at the same time, and the operational requirements are such that not all requesting employees can take compensatory time at the same time, seniority shall be the determining factor in deciding who shall take the compensatory time.

ARTICLE 23 – EMERGENCY MEAL ALLOWANCE

The City will either furnish meals or reimburse employees for meals provided the employees are required to work in excess of 12 consecutive hours without advance notice due to an emergency. Reimbursement will not be paid for an employee's regular lunch period. Maximum reimbursement for meals under this Section shall be \$10.00 per meal. Whenever practicable while on City time, employees shall be given a 30 minute period or a reasonable period under the particular circumstances in accordance with scheduling requirements for the purpose of eating during each of the above periods. This Section is intended to apply to situations where employees are unexpectedly called for duty or held over because of emergencies.

ARTICLE 24 – TRAVEL, CONFERENCE AND TRAINING EXPENSES

1. Employees must be authorized to use their personal vehicles for City business before such use. The mileage shall be itemized and properly justified before approval of payment.
2. The Supervisor, Department/Division Head or Appointed Authority shall approve the participation of the employee(s) in conferences and training sessions.
3. Checks for expenses may be drawn in advance of the actual attendance at the conference, training session, or other authorized City business. Either reimbursement or advance payment shall be reviewed by the Department/Division before the Appointed Official can approve the expense. Employees are entitled to reimbursement for related actual expenses upon receipt of proper proof of expenditures as required by the Finance Department.

ARTICLE 25 – UNIFORMS

25.1 Initial Uniform Issue: An employee who is required by the City to wear regulation uniforms or equipment shall be furnished four (4) shirts annually and one (1) rain jacket and one (1) winter jacket as needed at City expense. The City will provide an annual stipend on or before January 31st in the amount of \$100.00 as a taxable payment to all eligible employees for the purpose of purchasing required and approved uniform pants. City emblem shall be visible at all times along with the employee name or City Identification.

25.2 Theft or Loss of Uniform: Items of uniform stolen or lost shall be replaced by the employee.

25.3 Authorized Use of Uniform: Uniforms provided by the City shall not be worn at any time other than actual City employment or traveling to and from work.

25.4 Maintenance and Repair of Uniforms: Each uniform provided for the employee shall be kept clean and in good repair.

25.5 Separation from City Service: Upon separation from the City, all uniforms furnished by the City shall be returned to the department or division head before terminal pay is issued.

ARTICLE 26 – GRIEVANCE PROCEDURE

26.1 Purpose:

There shall be an earnest, honest, and prompt effort to settle differences between an employee and the City or the Union and the City with respect to any claimed violation of this Agreement.

26.2 Definitions:

1. A grievance is defined as a claimed violation of the negotiated Agreement. Impasse resulting from negotiations on a new Agreement is not a grievance by definition and shall not be subject to the grievance arbitration procedure.
2. A group grievance is a grievance which uniformly affects a group of employees. The group will be comprised of those affected bargaining unit members who are identified by name in the grievance when it is first presented in writing. The Union may amend the group prior to the first formal grievance meeting.
3. Days referred to herein shall be week days (Monday thru Friday, except holidays).

26.3 Content of Grievances:

All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature, if applicable;
2. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed, if applicable;
3. Date grievance was filed in writing;
4. Date and time grievance occurred;
5. A brief description of the incident giving rise to the grievance;
6. The article, section or sections of the negotiated Agreement claimed to be violated; and
7. Desired remedy to the grievance.

Four (4) copies of the grievance forms shall be prepared, dated and signed by the aggrieved employee(s) or representative, and distribution of said copies shall be as follows: one (1) copy to the Division/Department Head; one (1) copy to the Union President; one (1) copy to the Human Resources Director; and one (1) to the Appointed Official.

26.4 Procedures:

Informal Step: Immediate Supervisor (Verbal)

The employee shall attempt to resolve the grievance informally with his/her immediate supervisor. Such attempt at informal resolution shall be made by the employee, with or without Union representation, within five (5) days following the date of the events or circumstances giving rise to the grievance, or within five (5) days of when the events or circumstances reasonably could have become known to the employee. If the employee is not satisfied with the verbal response from his/her supervisor, or if no verbal response has been provided within five (5) days of notification of the grievance, the employee may proceed to Step 1 of this procedure.

STEP 1: Division/Department Head (Written)

The employee shall reduce the grievance to writing and present it to his/her Division/Department Head within five (5) days. The Division/Department Head or their designee will hold a grievance meeting at a mutually agreeable location within seven (7) days and shall reply in writing to the grievant within five (5) days following the conclusion of the meeting.

If the employee is not satisfied with the written response of his/her Division/Department Head, the employee may proceed to Step 2 of the grievance procedure within five (5) days after receipt of the response from Step 1 or the date the response should have been received.

STEP 2: Appointed Official (Written)

If the grievance was not satisfactorily resolved at Step 1, the request for a Step 2 hearing shall be submitted in writing to the Appointed Official or their designee. The Appointed Official, or their designee, will hold a grievance hearing at a mutually agreeable location within ten (10) days.

The Appointed Official or their designee will respond to the employee in writing within seven (7) days from the conclusion of the hearing.

STEP 3: Arbitration

If the grievance remains unresolved at the conclusion of Step 2, a written notice of the intent to proceed to arbitration may be served upon the Appointed Official by the Union within ten (10) days of the Appointed Official's Step 2 written response to the employee or the date the response should have been received.

Within ten (10) days of submitting such notice of intent to proceed to Arbitration, the Union shall notify the Federal Mediation Conciliation Service of the intent to proceed to arbitration and request a panel of Seven (7) prospective arbitrators from its Metropolitan List of qualified arbitrators. Within ten (10) days of the receipt of such panel, the parties shall select an arbitrator by the alternate striking of names and shall promptly notify the FMCS of the arbitrator's selection and request that he\she be appointed to hear the grievance.

Once appointed by FMCS, the arbitrator shall schedule and conduct the arbitration hearing in accordance with the Arbitration Rules of the FMCS. The arbitrator shall issue his award in writing to the parties and state the reasons for his decision.

The arbitrator shall not add to, or subtract from, or modify any provision of the negotiated Agreement. The decision of the arbitrator shall be final and binding. Losing party shall pay the costs of the arbitrator including the arbitrator's fees and expenses, and other necessary expenses of the arbitration.

26.5 Time Limits: It is understood that time is of the essence in processing grievances and that the limits imposed in this Article may be extended at any step by mutual written consent of the parties. Likewise, any step in the grievance procedure may be eliminated by mutual consent of the Appointed Official and the Union.

26.6 Union Representation: The grievant shall have the right to have a Union representative present at any of the steps of the grievance procedure.

26.7 Election of Procedures: An employee who wishes to appeal disciplinary action taken by the City shall have the option of filing an appeal with the Civil Service Commission if it is within the authority of the Commission by law, or to proceed under the Grievance procedure contained in this Agreement, if applicable, but the employee must make an election in writing between the two procedures and will not be entitled to grieve and to process an appeal to the Civil Service Commission on the same matter.

26.8 Grievance Mediation: The parties may mutually agree to use mediation through the Federal Mediation and Conciliation Service (FMCS) to resolve any differences before proceeding to arbitration. Mediation shall be non-binding upon the parties unless mutually agreed otherwise. If the grievance is not resolved through mediation, the Union may refer the

grievance to the arbitration procedure within ten (10) days after conclusion of the mediation or the grievance shall be considered settled.

ARTICLE 27 – LABOR-MANAGEMENT

27.1 Labor-Management Committee: In the interest of sound labor-management relations, the City and the Union shall establish a Labor Management Committee. Each member will serve at the pleasure of the party appointing him or her, and may be replaced from time to time. Upon request by either party, the Committee shall meet to discuss subjects of mutual concern. Meetings will be held within a reasonable time (not to exceed 14 calendar days unless mutually extended by both parties) after a request has been submitted.

Labor Management meetings shall not be negotiation sessions to alter or amend the Collective Bargaining Agreement, unless agreed upon by the parties.

27.2 Agenda: At least five (5) working days (Monday-Friday, except holidays) before the scheduled meeting the party requesting the meeting shall furnish an agenda and the Union shall furnish the names of the representatives who will be attending.

Subjects that may be discussed at these meetings shall include (but not be limited to):

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the City which may affect bargaining unit members;
- C. Disseminate general information of interest to the parties;
- D. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- E. Discuss ways to improve efficiency and work performance; and
- F. Consider and discuss health, safety, and training matters.

27.3 Attendance: Union employee representatives attending Labor-Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regularly scheduled hours of work.

Labor-Management meetings will be suspended thirty (30) days prior to negotiations and during the negotiation period, unless otherwise agreed upon by the parties.

27.4 Documentation: The parties agree to document the discussion and outcome of all Labor-Management meetings in writing.

ARTICLE 28 – NO STRIKE OR LOCKOUT

28.1 No Strike: During the life of this Agreement, the Union agrees for itself, its agents, representatives and members that neither it nor they shall, directly or indirectly, call, instigate, cause, authorize, sanction, finance or condone, nor shall any member of the Union take part in,

any strike, sit-down, stay-in, slow-down, walkout, work stoppage, or other interference with the operations of the City of any kind for any reason, including labor disputes between the City and any other bargaining unit or labor organization representing its employees.

28.2 No Lockout: During the term of this Agreement the City will engage in no lockout of the employees covered by this Agreement.

28.3 Union Responsibilities: The Union agrees that it and its agents, and representatives, on behalf of the members, will take prompt affirmative action to discourage and publically denounce unauthorized strikes, sit-downs, slowdowns, walkouts, work stoppage, or interference with the operations of the City by notifying the officers and the public in writing that it disavows these acts. If these steps are followed, there shall be no liability on the part of the Union or its officers or agents for such strike, sit-down, stay-in, slow-down, walkout, work stoppage, or interference with operations. The Union further agrees that the City has the right to initiate discipline (up to and including discharge) on any or all employees who violate this Article and to pursue injunctive relief and all other legal remedies against the Union, its agents, representatives and members.

28.4 Violations, Termination or Agreement: Upon the occurrence of a violation of Section 28.1 or 28.3 of this Article, the City may terminate this Agreement by giving written notice to the Union. Upon the occurrence of a violation of Section 28.2 of this Article, the Union may terminate this Agreement by written notice to the City. Either party has the right to file a charge with SERB alleging an unfair labor practice if it believes the other party terminated the agreement without a violation of 28.1, 28.2, or 28.3 of this Article.

ARTICLE 29 – SAFETY & HEALTH

The City and employees shall take all steps reasonably necessary to ensure employee health and safety and to maintain safe working conditions.

29.1 Drug Free Workplace: In order to provide employees a safe workplace and to assure that employees in service to the community are free of illegal substances all employees shall comply with the City's Drug and Alcohol - Drug-Free Workplace Policy, including but not limited to testing employees for the presence of drugs and/or alcohol under the terms and conditions set forth in said Policy.

The City's Drug and Alcohol - Drug-Free Workplace Policy is identified for information and available to employees on request, but it is specifically not incorporated herein by reference or made a part of this Agreement.

29.2 Hazardous Weather:

- A. Humanitarian guidelines respecting the responsibilities of the parties in case of adverse or extreme weather conditions that affect the health and personal safety of employees shall be of prime consideration.

- B. For the purpose of implementing the provisions of the preceding paragraph A above, the Appointed Official, or his designated representative, shall determine if employees are to work or not and notify the affected employee(s) only if they are not to report to work. The final decision regarding the employees working shall be made by the Division/Department Head or representative.

ARTICLE 30 – DISCIPLINE

Disciplinary action shall only be taken against an employee for just cause. The City shall follow the principles of progressive discipline. The employee shall be given, in writing, a description of the possible infraction and a copy shall be given to the Chapter Chairperson.

Any disciplinary action (or notice of internal investigation) should be timely; occurring within fifteen (15) normal business days (Monday – Friday, except holidays) of the date management was made aware of a possible infraction. Disciplinary action (or notice of an internal investigation) resulting from recurring or cumulative incidents will be initiated within fifteen (15) normal business days (Monday – Friday, except holidays) of the date management was made aware of the most recent infraction or incident. Where the source of the underlying alleged infraction has not been determined or the matter has been referred to a law enforcement agency for criminal investigation, or under other circumstances which warrant confidentiality, the parties agree to waive the time limits set forth in this section until the investigation has been concluded. Time limits in this section may be extended upon mutual agreement by the parties. Extensions shall not be unreasonably denied.

At any time a supervisor conducts a disciplinary meeting with an employee wherein disciplinary action of record (oral reprimand, written reprimand, suspension or dismissal) is likely to result, the supervisor shall give notice to the employee of the employee's right to have a steward present and the subject of the meeting. If the employee does not wish to have a steward present, he/she shall sign a written waiver to this effect.

Any oral disciplinary action or written reprimand shall be retained in the employee's personnel file but shall not be used as a basis for subsequent disciplinary action if no other disciplinary action is taken within a three (3) year period.

ARTICLE 31 – SUBCONTRACTING AND ASSIGNMENT OF WORK

31.1 Contracting for Services: In order to maintain operational efficiency or economy, the City expressly reserves its managerial right to contract with third parties for personnel services which have been (or could be) performed by bargaining unit employees. The City shall notify the Union at least thirty (30) days in advance of so doing. Prior to implementation of management's decision to contract bargaining unit work to third parties, the City shall discuss the decision with the Union and give the Union an opportunity to present alternatives. Notwithstanding anything to the contrary in this Agreement, it is understood and agreed, however, that the City shall have

no obligation to bargain to agreement with the Union regarding the decision itself, or the effects (or impact) of the decision upon any bargaining unit employee.

31.2 Assignment of Work: In order to maintain operational efficiency, the City may assign work to bargaining unit employees, which is normally performed by other City employees, without prejudice to the City's right to later remove that work from the bargaining unit employees.

Similarly, the City may assign work which is normally performed by bargaining unit employees to any other City employee, supervisor, contractor, temporary employee, volunteer, or intern (paid or unpaid), in order to meet operational or other needs, including but not limited to, the assignment of non-bargaining unit employees who are on restricted duty for a temporary period of time; however, no assignment of bargaining unit work to non-bargaining unit employees under the transitional work program pursuant to this provision shall displace the regular working hours of a current bargaining unit employee.

The City shall notify the Union steward or officer of the assignment of work pursuant to this provision as soon as practicable.

Assignment of bargaining unit work to non-bargaining unit members for pay shall not continue for a period in excess of ninety (90) consecutive work days of isolated bargaining unit work.

However, a person in the Transitional Work Program may be assigned bargaining unit work for the longer of ninety (90) days or the period of time prescribed by the physician.

A paid intern may perform bargaining unit work for the period of internship, which may exceed ninety (90) days, provided the intern does not displace a bargaining unit member.

The time limitations herein shall not apply to contracting of bargaining unit work under the Contracting section above.

ARTICLE 32 - TUITION REIMBURSEMENT

32.1 Purpose: The purpose of this Article is to provide an incentive for bargaining unit employees to continue their education and training in job-related programs which will improve their skills and abilities in performing their job responsibilities.

32.2 Reimbursement Amount: The City shall reimburse employees up to 100% of the cost of tuition and/or proficiency examinations incurred in pursuing a job-related educational program leading to an Associate's, Bachelor's or Master's degree from any institution of higher education on the following reimbursement schedule:

<u>Grade</u>	<u>Percent</u>
C or above	100%

Proficiency exams and/or courses without grades given shall be reimbursed at 100%. Annual maximum reimbursement shall not exceed \$1,250.00.

32.3 Sign-up Request: On or before August 15 of each year, each member shall complete an education request form indicating his/her intention to enroll in continuing education for the following calendar year. The member shall indicate his/her name, degree sought, the courses to be taken in the following calendar year, and an explanation as to how such course of study relates to the employee's job responsibilities. All such requests shall be subject to the approval of the division/department head, which approval must be obtained in writing before enrolling in the course(s).

32.4 Reimbursement Eligibility: To be eligible for reimbursement, the member must have successfully completed the course with a grade of "C" or better. Reimbursement will be made within 30 days following receipt of the following information:

1. A transcript or grade report;
2. A receipt indicating the amount of tuition paid by the member; and
3. An authorization form permitting the City to deduct the amount of the reimbursement from his/her final paycheck should the member terminate his/her employment within one (1) year of completing the course, for whatever reason. In the event the final check(s) do not cover the tuition reimbursed the member by the City, the member will be required to make payment to the City to the extent the tuition reimbursed exceeds the final check(s).

32.5 Requirements: In order to be eligible for tuition reimbursement, the member must have one (1) year of continuous service with the City and must have obtained each of the various certifications required in the member's job description.

ARTICLE 33 – DURATION

All provisions of this Agreement shall be effective July 5, 2015, and shall remain in effect for a period of three (3) years, until June 30, 2018, and shall continue thereafter for successive periods of 12 months, unless either party to this Agreement, on or before 90 calendar days prior to the expiration of such period, notifies the other party in writing of its intention to terminate this Agreement or to amend any terms thereof.

Upon the delivery of such notice, the parties shall meet at reasonable times to negotiate a new Agreement.

ARTICLE 34 – CLASSIFICATION

When an existing job description within the bargaining unit is substantially changed, the City shall provide a copy of the change to the Union prior to implementation. The City shall meet with the Union to discuss the proposed change upon request.

When a new job classification within the bargaining unit is preliminarily approved by City Council and a job description is created, the City shall provide a copy of the proposed job description to the Union. Prior to the City submitting proposed legislation to City Council to create the position, the City and the Union shall meet to bargain the rate of pay for the position. If no agreement on rate of pay for the position can be reached, it shall be submitted to the final step of the grievance procedure.

ARTICLE 35 – SENIORITY

35.1 Definition: Seniority is defined as the length of cumulative unbroken service with the City.

- A. Any employee who is transferred from the bargaining unit or accepts a supervisory position shall, for a period of up to one year, retain such seniority as the employee had accumulated at the time of such transfer or promotion, and shall accumulate seniority while out of the bargaining unit. After one year, returning employees will begin to accumulate bargaining unit seniority (for calculation of layoff and recall rights) as a new hire.
- B. Employees shall accumulate seniority when absent for justifiable reasons, including, but not limited to, sickness, maternity leave, military service, or other paid leave of absence.
- C. Employees laid off for periods of more than two (2) years shall be considered to have a break in service and shall not have their prior service included in their total seniority. Employees laid off for less than two (2) years and recalled or reinstated to City employment shall be entitled to credit for their prior City service but shall not be credited for that period of time while on layoff.
- D. An employee's seniority shall terminate for any one of the following reasons:
 1. Voluntarily quit.
 2. Discharge for just cause and is not reinstated.
 3. Failure to respond to a notice of recall from layoff, except temporary recall, sent to the last known address as shown by City records, within five (5) working days following receipt of such notice.
 4. Voluntarily retires from the City.
 5. Absence from work due to layoff for a period in excess of two (2) years.

35.2 Seniority List: The City shall send a copy (regular or electronic mail) of the Seniority list to the Staff Representative and Chapter Chairperson upon request.

ARTICLE 36 – FAMILY AND MEDICAL LEAVE ACT

For the purposes of implementing the provisions of the Family and Medical Leave Act (FMLA), the time period for calculating the benefit year will be a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken. Employees are required to submit all necessary paperwork in compliance with the Act and any incidental costs associated with completion of the paperwork is the responsibility of the employee.

Family or Medical Leave approved in accordance with the Act will be used concurrently with available paid leave before any leave becomes unpaid.

An employee must follow the usual and customary call-in procedures for reporting an absence, absent unusual circumstances.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 (as amended) and the City may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

MEMORANDUM OF UNDERSTANDING

Preparation of Final Collective Bargaining Agreement:

The negotiating teams, or their designees, shall prepare and proofread the final version of the collective bargaining agreement for execution and filing with the State Employment Relations Board. Working from the approved/ratified tentative agreements, those undertaking this work on behalf of the parties shall logically organize and sequentially number the tentative agreements and for ease of reference shall prepare a table of contents and/or an index. They are hereby specifically authorized and directed to make non-substantive edits and word changes, as the context may require, in addition to correcting any errors in punctuation, grammar and spelling contained in the tentative agreements.

Upon approval of the Final Version of the Collective Bargaining Agreement, each party will be responsible for the printing and distribution of the Agreement.

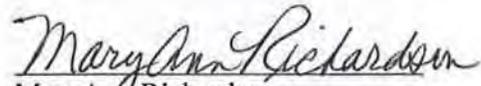
IN WITNESS WHEREOF, the parties hereto have set their hands this 15th day of July, 2015.

CITY OF XENIA, OHIO

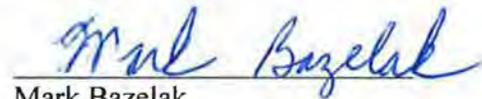
AFSCME, OHIO COUNCIL 8, and
LOCAL 101, XENIA CHAPTER



Brent Merriman
City Manager



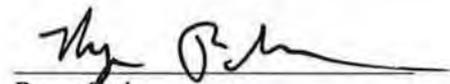
MaryAnn Richardson



Mark Bazalak
Finance Director



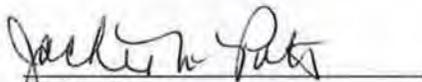
Sherri DeWine



Ryan Duke
Assistant City Manager



Stephanie Hahn



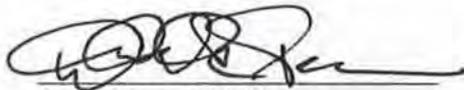
Jackie Potter
Human Resources Director



Stacey Benson-Taylor
Representative, Ohio Council 8 and
Local 101



Jason Lake
Assistant Finance Director



Chief Donald R. Person
Public Safety – Police Division

APPROVED AS TO FORM:



Ronald C. Lewis
City Law Director