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CITY OF KETTERING

# AGREEMENT

between

**City of Kettering, Ohio**

and

**Kettering Unit**

**Public Service Union**
**Local No. 101**

**and**

**Ohio Council No. 8**

AFSCME
OHIO COUNCIL 8
AFL-CIO

**March 9, 2015 — March 4, 2018**

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# AGREEMENT

This Agreement is between the City of Kettering, Ohio (the "City") and the Kettering Unit, Public Service Union Local 101 and Ohio Council #8, The American Federation of State, County and Municipal Employees, AFL-CIO (collectively the "Union"). Terms and benefits of this Agreement apply only to those persons who are represented by the Union. "He," "his" and "him" shall include "she," "her" and "hers."

## ARTICLE 1 — COOPERATION

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

## ARTICLE 2 — RECOGNITION, NO LOCKOUT, DUES DEDUCTION

Section 1. The City recognizes the Union as the exclusive bargaining agent for the purpose of negotiating wages, hours and other terms and conditions of employment for all Public Service Department Employees (Streets Division; Facilities Division; VMC Division; and the Sign Shop Division only if applicable) and Parks, Recreation and Cultural Arts Department Employees (Parks Division), but excluding all office clerical employees, confidential employees, technical employees, survey employees and drafters, building inspectors, seasonal and casual employees, and all foremen, supervisors and superintendents. The coverage of this contract shall be limited to the employees included within the bargaining unit described above.

Section 2. No Lockout. During the term of this Agreement, the City will engage in no lockout of the employees covered by this Agreement. Upon the occurrence of a violation of this Section, the Union may at its option terminate this Agreement by a written notice to the City.

Section 3. Dues Deduction. During the period this Agreement is in effect, the City will deduct the regular monthly union dues from the wages of employees who individually and voluntarily authorize and direct such deductions in writing. The authorization and direction shall be irrevocable for no longer than a period of one year or for the remaining period of the applicable collective bargaining agreement between the City and the Union, whichever shall be shorter, and shall be automatically renewed and irrevocable for successive periods of one year or for the period of each succeeding applicable collective bargaining agreement between the City and the Union, whichever shall be shorter, unless written notice to revoke such authorization is given by the employee to the City not more than 40 days nor less than 10 days prior to the expiration of any such collective bargaining agreement. Monies deducted pursuant to the provisions of this section shall be remitted to the Union on a monthly basis within a reasonable period of time following the month in which they were deducted, normally no later than the tenth day of the following month. The Union shall hold the City harmless from any liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this Section.

Section 4. The City shall take no action which unjustly and arbitrarily affects working conditions adversely to an employee. Any complaint of violation of this Section is subject to the grievance procedure, Article 16.

Section 5. Non-discrimination. Both parties agree that neither shall discriminate against any employee because of his membership or non-membership in the Union or for any action involving his duties on behalf of the City of Kettering. The City, the Union and the employees will abide by all federal and state laws relating to discrimination on the basis of race, religion, handicap, sex, age or national origin.

## ARTICLE 3 — MANAGEMENT SECURITY

Section 1. This section, and any other provision in this Agreement relating to management rights, including Article 18, Section 1, are solely intended to supplement the rights of management granted in Section 4117.08 Ohio Revised Code. This does not constitute bargaining about any of the rights protected by 4117.08 and is not a waiver of the City's right to refuse to bargain about any and all of the rights contained in that section. The management and direction of the affairs of the City are retained by the City. This includes, but is by no means limited to: the selection, transfer, assignment, and layoff of employees, the termination of probationary employees, the termination for just cause of other employees; the making, amending and enforcement of reasonable work rules and regulations; the securing of the revenues of the City; the exercise of all functions of government granted to the City by the constitutions and statutes of the State of Ohio and the City Charter; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and from time to time, the changing or abolition of such practices or procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number and types of employees required; the establishment of training programs and upgrading requirements for employees; the establishment and the changing of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the City; (the City will notify the Union no later than ten (10) business days prior to contracting out services currently being performed by bargaining unit members, emergency situations excepted); and the determination of the size and composition of the work force, except that where this Agreement specifically provides otherwise, such specific provision shall govern. The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary.

Section 2. No Strikes.

a. There will be no strikes of any kind. This includes sympathetic strikes and strikes for foreseeable or unforeseeable reasons. "Strikes" include any work stoppage, slowdown, picketing, or any other concerted activity or attempted concerted activity which would interrupt or limit the performance of services. This Section is for the benefit of the City and the public it serves, and is in addition to all other rights provided them by law.

b. Union Responsibility.

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

c. Employee Discipline.

The City shall have the right to discharge, demote, suspend, fine (equivalent to one times the employee's daily rate, per violation) or otherwise discipline employees for violation of this Section. A suspension for a certain number of working days may at the City's option be enforced by the forfeiture of an equal number of days of paid vacation or paid holidays or other paid time off. An employee disciplined under this Section may file a grievance, but only on a claim that he did not violate this Section. The discipline imposed may not be overturned if the employee did violate this Section, and the arbitrator or any other reviewing tribunal under the grievance procedure shall have no authority or jurisdiction to reduce or modify the discipline if the employee did violate this Section.

d. Restraining Violations.

If the City claims this Section is violated, it may at its option obtain an immediate arbitration hearing. To do so it shall give the Union written or electronic notice of its claim and request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours or as soon after that as possible. The parties shall not file and the arbitrator shall not receive posthearing briefs about the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall continue the hearing (and may request posthearing briefs) on the issue of damages. This arbitration provision does not affect the City's right to seek direct relief, injunctive or otherwise, in the courts or elsewhere.

## ARTICLE 4 — UNION BUSINESS

Section 1. The Union shall certify in writing to the City the name of one steward for each of the following areas: Public Service Department (Streets, Facilities and VMC Divisions) and the Parks, Recreation and Cultural Arts Department (Parks Division); and also a chief steward (making a total of 5); and an alternate steward for each to act in his absence. The Union may also certify the name of additional alternates who may act in the absence of both the steward and the first alternate, and shall designate the order of such alternates so to act. These certifications shall be kept current by the Union at all times. The steward shall be selected from the employees in the area for which he is designated and shall serve only that area.

Section 2. The steward shall be allowed reasonable time without loss of pay to investigate a grievance, or consult with the City in processing a grievance, if he first receives permission from his supervisor. Such permission will not be unreasonably denied. When an employee is to be discharged,

given disciplinary layoff, a written reprimand, or an oral noted reprimand, a steward shall be present upon the request of the employee or the supervisor.

Section 3. The City shall provide the Union with a list of new employees within a reasonable time after new employees are hired. The Union shall furnish the City a current copy of its Constitution and By-laws with changes within a reasonable time.

Section 4. The staff representative may consult with the employees in the assembly area before the start of and at the completion of the day's work and, with the consent of the Supervisor, he shall be permitted access to the assembly area at all reasonable times only for the purpose of adjusting grievances and assisting in the settlement of disputes. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with. The consent of the supervisor shall not be unreasonably withheld. The Chairman and Vice-Chairman of the unit shall have the privileges accorded to a steward or staff representative when it is known that either a steward or staff representative will be unavailable.

Section 5. Bulletin Boards. Bulletin boards as presently provided, and as may be installed in the future by the City, may be used by the Union for posting notices of the following types:

1. Recreational and social events.

2. Elections and election results.

3. General membership meetings and other related business meetings.

4. General Union business of interest to members.

Notices must be reviewed with the Director of the Department and/or the Director of Human Resources and any bulletins or notices considered inflammatory, political, or devoted to Union organizing and pending grievance matters will not be permitted on any City bulletin boards, nor will they be permitted to be displayed in City offices, facilities, equipment, etc. If such inflammatory, political, or organizing notices appear on said bulletin boards, they shall be removed by management.

Section 6. Union Negotiating Committee. The Union's negotiating committee shall be as follows:

a. Unit Chairman
b. Street Division Steward
c. Facilities Division Steward
d. Parks Division Steward
e. Vehicle Maintenance Center Division Steward
f. Unit Vice-Chairman

If the Union does not have a representative for one of the above positions, the Chief Steward may be added to the negotiating team.

Section 7. Notice Of Right To Representation. If disciplinary action (discharge, suspension, written reprimand or oral reprimand) is likely to result, the employee shall be informed of his right to have a

steward present. If the employee waives this right, the waiver shall be in writing and the employee will have the responsibility for notifying the Union or not. Failure of compliance with this provision shall not void disciplinary action imposed for just cause. Any defect shall be cured when the required notice is given or a Union representative takes up the employee's case with management, whichever occurs sooner.

## ARTICLE 5 — WAGES

Section 1. Wage rates in each pay grade shall be increased by 2.00%, effective retroactive to March 9, 2015. In the second year of this Agreement, effective March 7, 2016, wage rates in each pay grade shall be increased by 2.00%. In the third year of this Agreement, effective March 6, 2017, wage rates in each pay grade shall be increased by 2.25%. The "A" steps in each pay grade will only be used for employees hired after February 19, 1996. (See Pay Grade - Position Classifications and Step Tables in the Addendum beginning on Page 25).

The time in each pay step (See Pay Grade - Step Tables in the Addendum beginning on Page 25) shall be increased from nine months to twelve months for new employees hired (starting work) on or after February 16, 1998. These new times in steps also apply to current employees who receive promotions to new positions outside of a non-competitive series as described in the notation to Article 14, Section 9, b. Movement from one pay step to another is contingent upon satisfactory performance.

Section 2. New Or Changed Jobs. In the event that a new job is created, or an existing job is so changed as to necessitate a change in wage rate, the City shall establish a temporary rate and shall promptly proceed to meet with the Union to negotiate a permanent rate. Whenever possible, the Union shall be given advance notification of the job. If no agreement can be reached within 30 days, the City shall place a rate in effect, provided, however, that any revision of this rate later agreed upon (including any individual rate adjustment made as a result of negotiations for the next subsequent contract) shall be fully retroactive. In no event shall the establishment or revision of wage rates be subject to the grievance or arbitration procedure.

Section 3. Assignments Outside Classification. When an employee is assigned to a task which is outside his own classification and which is in a higher pay grade classification, he will be paid at the rate of the higher classification after he has served in that task in a satisfactory manner with a minimum of 40 hours cumulative training. After the initial training period for qualification, the employee will receive the higher rate of pay when he works temporarily in the higher task for a minimum of two (2) straight hours.

Section 4. Direct Deposit of Payroll & Electronic Distribution of Paystubs. If required by the City, all payroll payments will be direct deposited in an account of the employee's choice in compliance with the guidelines established by the City of Kettering Finance Department. Paystubs may be distributed electronically.

## ARTICLE 6 — HOURS OF WORK AND OVERTIME

Section 1. Work Day and Work Week.

a. The normal work week shall consist of 40 hours. An employee's work week shall commence on the first scheduled day of work. Where an employee's normal work week includes Sunday, the 7th day of that work week shall be treated as Sunday for purposes of this Agreement.

b. At the discretion of the City Manager, a work week may be divided into either:

1. Five (5) consecutive normal work days of eight (8) consecutive hours with no more than a one-hour meal period; or,

2. Four (4) consecutive work days of ten (10) consecutive hours with no more than a one-hour meal period. In this case daily overtime at the rate of time and one-half shall be paid for time in excess of ten (10) straight time hours (rather than 8).

3. In converting leave for employees assigned to a ten (10) hour work day schedule, the following shall be used:

   - All leave shall be accumulated and used on a half-hour basis rather than a daily basis so as to provide hourly equivalency with employees working eight-hour days.

   - Holidays will be recognized on an hourly basis. If at the end of the year (in which ten full holidays have occurred) the employee has received more than 80 hours of holiday pay, his vacation leave balance will be reduced appropriately on an hour for hour basis. If he has received less than 80 hours of holiday pay, his vacation balance will be increased appropriately, on an hour for hour basis.

c. Management shall give five days advance notice of any change greater than one hour in the start of a work day or work week. Where this requirement is not complied with and the employee is directed to work such a changed work-day schedule, he will be paid time and one-half rates for the hours outside his regular schedule.

Section 2. Employees shall receive double their regular rate for work on Sundays and all holidays except Labor Day (ref. Art. 8, Sec. 1, for listing of holidays) and shall receive time and one-half their regular rate for all other authorized hours in excess of eight (8) straight-time hours in a day or forty (40) straight-time hours in any week (except as otherwise provided in Section 1 of this Article). A paid unworked holiday, paid sick leave or paid unworked vacation shall be credited for the purpose of computing overtime for any work performed subsequently in the same work week.

Section 3. Call-in pay is payment for work performed by an employee who has been recalled to work outside his normal workday. In such cases, employees shall be offered a minimum of two (2) hours work or pay in lieu thereof at time and one-half rates, except in the case of Sundays or holidays (excluding Labor Day) when pay shall be at double the regular rate.

Section 4. Overtime work for employees over 60 years of age shall be optional with the employee, providing another qualified employee is available to respond in an emergency situation.

Section 5. Overtime Distribution

a. General Rule. Prescheduled and call-in overtime opportunities will be distributed as evenly as can reasonably be done between employees in the same overtime group on the same shift.

b. Overtime Groups. Each classification within a department or division is a separate overtime group, except that for snow removal, all qualified employees in the Street Department are a

single overtime group and all qualified employees in the Parks Department are a single overtime group.

c. Assignment and Charging Time. Prescheduled and call-in overtime opportunities will be offered to the available qualified employees in the overtime group with the lowest charged hours. Employees on leave need not be called, unless the employee will be locally available during a vacation and has furnished the City an availability form before going on vacation. Employees on leave will still be charged for time worked for all opportunities they would have had during the leave. In emergencies other than snow removal, where immediate action is important (such as street blow-up, broken manhole, flooding, etc.), the City may ignore the overtime list, and those contacted will be charged only for hours worked rounded to the nearest whole hour. Charging time is based on hours paid (e.g., 8 hours of double-time equals 16 hours of charged time). In all other circumstances, the following provisions apply for charging overtime.

Employees are charged to the nearest whole hour for all opportunities to work prescheduled and call-in overtime. When an employee is called and not reached (including a busy signal), the opportunity will be charged against him. Overtime opportunities for snow removal outside the department will not be charged. When a group is called in together, all are charged from the time the first employee started work. Charging time is based on hours paid (e.g., 8 hours of double-time equals 16 hours of charged time). The provisions of this sub-section are the policy for the Street Department and shall also apply to other Departments unless the Department Director and Department Steward agree to another policy.

It shall be the practice for the Street Department, which includes the Sign Shop:

1. To show the reason for overtime when it is posted;

2. When correcting mistakes, the offended employee shall remain at the top of the overtime list until he has worked the amount of time he had mistakenly been deprived and;

3. Overtime hours will not be reset more than once per year by subtracting an equal number of hours from all employees' cumulative hours worked as shown on the list.

d. Transfers. When an employee enters a new group, he will be charged with the highest hours in that group.

e. Probationary employees. Employees on probation need not be offered overtime.

f. Mistakes. Mistakes in assigning overtime will be corrected exclusively by future assignments. Every reasonable effort will be made to correct the mistake as soon as practical after the mistakes are known by management.

g. Posting. Overtime lists will be posted and available in each department and updated at least weekly.

h. If a need still exists, a reasonable effort will be made to offer the opportunity first to available bargaining unit employees outside the group who are already qualified to do the work.

i. Pre-Scheduled Overtime Considerations. When an employee is assigned pre-scheduled overtime and is then assigned to work call-out or other non-scheduled overtime, he shall not be cancelled from working the pre-scheduled overtime as a consequence of working the non-scheduled overtime unless the two overtime assignments fall within a period that makes it impractical for the employee to work both assignments.

Section 6. Shift Differential. An employee assigned to a regular workday which includes normal working hours between 6:00 p.m. and 6:00 a.m. shall receive thirty cents (30¢) per hour in addition to the basic rates for those hours worked between 6:00 p.m. and 6:00 a.m.

Section 7. Compensatory Time. An employee shall have the privilege of accumulating compensatory time off in lieu of receiving overtime pay, however, compensatory time off may be utilized only with the consent of his supervisor. No more than fifty (50) hours of compensatory time off may be carried for any one employee at any time. Compensatory time off earned and not used during an employee's term of employment shall be paid to the employee upon separation from employment with the City. Compensatory time off will be either at one and one-half times or double times the hours worked, based on which of those would otherwise be paid.

## ARTICLE 7 — UNIFORMS

Uniforms as presently provided for employees shall be continued, with the exception that an inventory of 11 shirts and 11 pants during a 2-week period be provided for each employee. However, should the majority of the employees represented by the bargaining unit within one department agree to a modification in uniforms, and such modification is agreeable to the City, such modification will be made by written agreement between the City and the Union. The City shall provide protective clothing at appropriate times as determined by the City including:

- Winter weather gear such as Carharts (or similar type product)
    - Jackets and overalls or coveralls, but not both

- Raingear, hard hats, safety glasses, gloves

The City will provide a voucher of up to $175.00 for each employee to purchase one pair of safety shoes which meets its specifications, at a vendor that accepts the city's voucher. The City will replace safety shoes as needed, but not more than one pair a year, unless the employee demonstrates to the City's satisfaction that a pair was ruined through no fault of the employee. The City reserves the right to require employees to wear the specified safety shoes.

The City will adopt a policy to carry out the provision and requirement of safety shoes. The policy will be reviewed with the Labor-Management Committee.

## ARTICLE 8 — HOLIDAYS

Section 1. The following ten (10) days are recognized as paid holidays under this Agreement. If a regularly designated holiday falls on a Saturday, the last regular work day of the preceding workweek shall be designated as a substitute holiday. If a regularly designated holiday falls on a Sunday, the first regularly scheduled workday of the following workweek shall be designated as a substitute holiday. For the term of this Agreement, holidays will be recognized on the following dates:

| | 2015 | 2016 | 2017 | 2018 |
|---|---|---|---|---|
| New Year's Day | | 1/01 | 1/01 | 1/01 |
| Martin Luther King, Jr. Day (3rd Monday in January) | | 1/18 | 1/16 | 1/15 |
| Presidents' Day (3rd Monday in February) | | 2/15 | 2/20 | 2/19 |
| Memorial Day (Last Monday in May) | 5/25 | 5/30 | 5/29 | |
| Independence Day | 7/04 | 7/04 | 7/04 | |
| Labor Day (1st Monday in September) | 9/07 | 9/05 | 9/04 | |
| Thanksgiving Day (4th Thursday in November) | 11/26 | 11/24 | 11/23 | |
| Day after Thanksgiving | 11/27 | 11/25 | 11/24 | |
| December 24 | 12/24 | 12/24 | 12/24 | |
| Christmas Day | 12/25 | 12/25 | 12/25 | |

The day of observance of a holiday can be changed with the mutual agreement of the Union and the City.

Section 2. In order for an employee to receive his pay for the holiday, he must work his regular scheduled day before and his regular scheduled day after the holiday. Employees on Vacation, Personal Leave, Sick Leave with pay, Injury Leave with pay, or a Leave-of-Absence with pay, or absence with City's advance permission for holiday allowance shall be considered as working their regular scheduled day for purposes of this Section.

Section 3. Eligible employees who are not scheduled to work on a designated holiday shall be paid for eight (8) hours work at applicable straight time. Eligible employees who work on a designated holiday shall be paid their holiday pay, plus double time for all hours worked (except Labor Day for which time and one-half regular rate is paid).

## ARTICLE 9 — VACATIONS

Section 1. Vacation leave will be accumulated for uninterrupted employment on the following basis:

| | **Rate of Accumulation** | |
|---|---|---|
| **Length of Service** | **Days/Mo.** | **Days/Yr.** |
| Less than 5 years | .83 | 10 |
| Over 5 and up to 10 years | 1.00 | 12 |
| Over 10 and up to 15 years | 1.33 | 16 |
| Over 15 and up to 20 years | 1.67 | 20 |
| Over 20 and up to 25 years | 1.92 | 23 |
| Over 25 years | 2.08 | 25 |

Section 2. Vacation leave accrued and vacation leave taken will be accounted for on a vacation year basis. The vacation year extends from the first day of the pay period closest to October 1 of one calendar year through the last day of the pay period closest to September 30 of the following calendar year. An employee may not use leave during the first ninety (90) calendar days following his initial appointment or following his reappointment after a break in service; in other cases, eligibility to use Vacation Leave commences in the first month following accrual.

Section 3. An employee may carry accumulated Vacation Leave forward to the next vacation year, subject to the following: The total amount of accrued leave will not exceed thirty (30) days at the last day of the pay period closest to September 30. Accrued leave in excess of 30 days is dropped and lost on the last day of the pay period closest to September 30 of each year.

Section 4. It is expected that employees will normally schedule one vacation period per year rather than accumulate leave from year to year. Each employee entitled to a vacation must schedule at least one workweek of vacation on consecutive days. Vacation may be charged in increments no smaller than a half-hour.

Section 5. All employees wishing to schedule their vacation should declare their intent and list all days by date for their proposed vacation and submit such list in writing to the Department or Division Director or Superintendent by March 15. Department and Division Directors shall strive to grant vacations as requested, consistent with meeting the requirements of the working schedule. Requests for vacation or for a change in vacation period submitted after March 15 will be considered after requests received on or before March 15. Other things being equal, in case of a conflict in scheduling, the employee with the longest service shall be given preference.

Section 6. If an employee is transferred to another Division or Department, any unused vacation credits which he may have accumulated, shall continue to be available for his use. In the case of death, resignation, or layoff of an employee, there shall be paid to him, his widow, or other beneficiary, as provided by statute, in addition to back pay then due, an amount that will compensate him for Vacation Leave which has accrued in accordance with this Article.

## ARTICLE 10 — SICK LEAVE

Section 1. All regular full-time employees shall accrue Sick Leave at the rate of one and one-quarter (1 1/4) days per month of service but not to exceed a total of 260 days (2,080 hours). Employees who are granted a Leave-of-Absence with pay for Sick Leave or injury shall continue to accrue Sick Leave at the regularly prescribed rate during such absence. If an employee is transferred to another Division or Department, any unused Sick Leave credits which he may have accumulated shall continue to be available for his use.

Section 2. Sick Leave may be used for absences due to illness, injury, or exposure to a contagious or communicable disease, or emergency due to serious illness of a member of the immediate family where the employee's presence is extremely essential, but a Doctor's certificate to substantiate periods of three (3) consecutive days or more may be required by the City, and may also be required for a period of one (1) day in the following cases:

1. For probationary employees,

2. For repeated one or two day absences, or

3. Multiple absences on a single day.

Section 3. In case of any illness or other absence, the employee shall notify his department as soon as possible on the first day of absence. If the absence extends beyond one day, the employee shall make periodic reports to his department on his progress and anticipated date of return. An employee who is involved in shift duty or where a replacement will be required shall notify his department at least one hour prior to his scheduled starting time whenever possible so that replacement help may be provided. Failure to notify a department of the reason for absence may be grounds for refusal to pay leave. Sick Leave may be charged in increments no smaller than a half-hour.

Section 4. The City has the right and may, if it so chooses, investigate all Sick Leave.

Section 5. One-half of the accumulated Sick Leave, up to 260 days (2,080 hours) accumulation, shall be paid to a designated beneficiary upon the death of a current employee. Such payment will be in a lump sum based upon the employee's hourly rate of pay at the time of death excluding any premium pay.

Section 6. At retirement an employee who has accumulated fifty (50) or more Sick Leave days may convert one-third of all accumulated Sick Leave days in excess of 400 hours (50 days), but not more than 2,080 hours (260 days), to a lump sum payment. This provision does not apply to service separations other than retirements. "Retirement" means an employee is eligible by age or service requirements of the Public Employees Retirement System to receive a pension benefit at time of separation from City employment.

Section 7. The City will comply with the Family and Medical Leave Act (FMLA). The Union and each employee will cooperate to see that high standards of attendance are maintained, and that FMLA leave is not abused through falsification or otherwise. The City may require an employee to use any of the available paid leave while on FMLA leave. If the employee accepts employment elsewhere without the consent of the City while on FMLA leave, he will be subject to discharge.

The City may require any certificate permitted by FMLA.

A job is restored when an employee returns from leave and is notified that all seniority is restored. However, in some cases due to layoff, disability or other legitimate reasons, the City may not put the employee actively to work, even though the employee is granted and notified of job restoration.

## ARTICLE 11 — LEAVE OF ABSENCE

Section 1. Leaves of absence, without pay, may be granted by the City Manager, for periods of time not to exceed one (1) year, for any reason that the City Manager may consider to be to the benefit of the City, including but not limited to, leaves of absence by reason of illness or disability in cases where the employee has exhausted his accumulated Sick Leave benefits. Such leave may be granted for Union business or personal reasons.

Section 2. Any such leave of absence so granted may be extended and renewed for additional periods of time not to exceed one (1) year for each extension.

Section 3. The City Manager may, if he deems it necessary, require any employee granted a leave of absence to submit to a medical examination by a physician selected by the City to determine the physical fitness of such employee to fulfill his duties to the City upon the termination of a leave of absence. Upon request, a copy of the medical report will be provided to the employee or his physician.

Section 4. Return from Leave. An employee returning to work following a leave of absence of thirty (30) workdays or less shall be returned to his job. An employee returning following a leave of absence of longer duration will be returned to his job, if available, provided that he continues to have the physical fitness and ability to continue the job; if his job is not available, the employee's present ability and physical fitness, his length of service, and the desire of the City to avoid needless displacement of other employees shall be taken into consideration, and the employee shall be placed on a job as near to his former job as is reasonably possible. An employee returning from a long term leave of absence shall attempt to give the City as much advance notice as is possible of the date and circumstances surrounding his return to work, in order that he may be placed with a minimum of delay.

Section 5. Jury Duty. Employees required to serve as jurors shall be compensated as follows. Such employees shall notify the City in advance and shall return to work each day when excused from duty for that day. Upon presentation of a voucher showing dates of jury service and amounts paid for such services, employees shall receive the difference between jury duty pay and their normal pay. The employee will join with the City in asking to be excused from jury duty where his services are needed by the City.

Section 6. Military Leave. All employees are entitled to military training leave up to thirty-one (31) days in any calendar year, exclusive of Sick Leave or Vacation Leave time. Such employee shall receive the difference between his military pay and his regular pay for the training period upon presentation to the Finance Director of satisfactory evidence of the military pay. In addition, an employee shall be granted one day's military leave with pay to receive a physical examination for compulsory military service, upon presentation of selective service orders.

Section 7. Injury Leave. At the discretion of the City Manager or City Council, as provided by Ordinance, leave with pay may be granted for service-connected occupational illness or injury, as determined by an investigation by the Human Resource Department. Compensation for lost time received by the employee from the Industrial Commission shall be deposited with the Finance Director for such times as the employee received full wages from the City.

Section 8. Funeral Leave. Leave with pay may be requested by an employee when absence is required because of the death of a relative. Such leave may be granted for a period not to exceed five (5) days for the death of a spouse, child, stepchild, parent or parent-in-law; three (3) days when the death is within the "immediate family" (other than spouse, child, stepchild, parent or parent-in-law); and up to one (1) full day for a more distant relative. A leave report form indicating the relationship to the deceased will be submitted by the employee at the earliest practical time. The department director or his designee is authorized to rule on such requests for paid leave. "Immediate family" is defined as spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent,

grandparent-in-law, stepchild, grandchild, half-brother, half-sister, brother-in-law, sister-in-law, or other relative living in the same household. The Director of Human Resources may extend the definition of "immediate family" to family members other than those specifically named or to persons who act in the role of those named in the "immediate family." Employees wishing to attend funerals not covered by Funeral Leave may request vacation leave, personal leave or leave without pay, in accordance with the provisions of those policies.

Section 9. Personal Leave. Each full-time employee shall be entitled to three (3) days of paid Personal Leave annually. Such leave must be scheduled in advance and be approved by the City. Personal Leave may not be accumulated or carried forward to another calendar year. Personal Leave may be taken in not less than one-half (1/2) hour periods. For the purpose of calculating leave remaining to an employee when leave is taken in less than half-day periods, a day of leave shall be considered to consist of eight (8) hours.

## ARTICLE 12 — GROUP INSURANCE

Section 1. Health and Dental Insurance. The City shall make available to all eligible employees and their dependents health insurance programs to include medical, prescription and dental coverage subject to the applicable carriers' requirements and eligibility. The plan coverage and premium as determined by the City will be the same as that provided to all non-bargaining unit employees. Deductibles, out-of-pocket maximums, and co-pay structures are components of plan design. As such they will be established by the City and will be the same as those for non-bargaining unit employees. The City has the right to insure or self-insure and to choose the insurance carriers, third-party administrators, network of physicians or providers, or any other operational components of the Medical and Dental Plans.

The City shall pay 90% and the employee shall pay 10% of the premium for the Dental Insurance Plan. Effective as of January 1, 2016, if the City changes the premium for dental plan, the dental premium for these bargaining unit employees shall be the same as the non-bargaining unit employees.

Effective January 1, 2015 and through the duration of the agreement, the City shall pay 83% and the employee shall pay 17% of the premiums for the Medical Insurance Plan. If however, the City reduces the Medical Insurance Plan employee premium share below 17% for non-bargaining unit employees, such reduction shall also apply to these bargaining unit employees.

Effective January 1, 2015 the City will fund 75% of the employee's network deductible by placing $1500/yr. single and $3000/yr. family into a Health Savings Account (HSA).

Effective January 1, 2016 the City will fund the employee's HSA at no less than 65% of the network deductible of the High Deductible Health Plan (other plans excluded). Effective January 1, 2017 the City will fund the employee's HSA at no less than 60% of the network deductible of the High Deductible Health Plan (other plans excluded). The network deductible of the High Deductible Health Plan shall not exceed $2500 for a single plan and $5000 for a family plan for plan years 2016 and 2017.

HSA's will be funded quarterly on a prorated basis, under a banking arrangement selected by the City. The City will pay all routine charges for the banking arrangement such as set up charges

and routine monthly fees, with the employee responsible for other charges such as overdrafts, checks and investment fees. Once placed in the employee's HSA, the money becomes the possession of the employee, and as such, money the employee does not spend in the HSA for medical expenses is carried forward for future years use and is the employee's to take with him or her at termination, as authorized by then current IRS and other controlling state and federal regulations. Under circumstances where the employee does not have adequate funds in the HSA for expenses incurred before the fourth quarter of the year, due to legitimate expenditures to meet the deductible, the City will contribute an amount to the account, at the employee's request, up to the annual City contribution limits specified above.

Employees joining the City mid-year, eligible for health insurance coverage, will be placed in a similar High Deductible Consumer Driven Health Plan, but will be enrolled in a Health Reimbursement Account (HRA) with similar amounts available as those specified for HSA accounts above, but at the end of the year, any money not spent is retained by the City and the employee is thus enrolled in the HSA in the subsequent year. The HRA system may also be used for other employees who do not qualify for the HSA under IRS provisions such as those enrolled in Medicare.

Employees in an HSA will have available a limited Flexible Spending Account (FSA) with the option for them to contribute up to the maximum allowable limit under IRS provisions. Other controlling aspects of the FSA and health plans, such as timing of enrollment, are subject to provisions of the Medical Plan.

The City agrees to meet with the Union at least once per year to discuss benefits and plan performance.

Section 2. Life Insurance. Similar to administration employees each employee will be provided a term life insurance policy in an amount equal to his base annual salary at the time of death, plus an equal amount for accidental death and dismemberment coverage. Similar to administration employees the City will permit employees to purchase additional life insurance coverage through payroll deduction. The rates and availability of this optional coverage shall be as specified by the insurance carrier selected by the City.

## ARTICLE 13 — PROBATION AND SENIORITY

Section 1. Probation. New employees will be on probation during the first twelve (12) months in the new position. Employees having received a promotion will be on probation during the first six (6) months in the new position. During the probationary period, a new employee is subject to discharge, discipline, transfer, lay-off or other personnel action at the City's discretion and without recourse to the grievance procedure or other appeal. During the probationary period, a promoted employee is subject to reinstatement to that position previously held without recourse to the grievance procedure or other appeal. If an employee is absent for a certain number of working days for any reason during that time, the probation may be extended for an equivalent number of working days.

Section 2. Seniority. Seniority is the length of continuous service with which an employee is credited. Reference to seniority may be made to overall seniority or to seniority in a specific position. New employees have no seniority during their probationary period and promoted employees have no seniority in their new position during their probationary period. Upon successful completion of the probationary period, new employees will be placed on seniority lists with seniority dating from last date of hire and promoted employees will be placed on a seniority list for the new position with seniority dating from last date of promotion.

## ARTICLE 14 — LAYOFFS, CALLBACKS, PROMOTIONS AND UNEMPLOYMENT COMPENSATION

Section 1. New employees shall be on probation during the first year of their employment and during that time shall have no seniority. Upon completion of the probationary period, employees shall be placed on a seniority list with seniority dating from last date of hire.

Section 2. Layoff. The determination of the reason for layoffs when they occur and within which classifications they will occur is reserved as a non-negotiable management right. Although not limited to the following, layoffs shall ordinarily occur when there is a lack of work or lack of funds.

Section 3. Layoff. Decisions on layoffs and contracting out are strictly reserved to the management of the City, however, prior to any layoff, the City will offer to confer with the Union to discuss possible alternatives, including the cancellation of outside contracts. For this purpose, layoff is defined as the removal of an employee from his position strictly for cost savings measures.

Section 4. Procedure. Layoff Determinations. When the City Manager decides to reduce the force, employees will be laid off in accordance with this section. All layoffs from any position shall be based upon combined seniority and performance credit; however, where special skills are needed, these will prevail. The combined credit is the result of multiplying performance credit by seniority credit.

One seniority credit shall be awarded for each full quarter year of service. No partial credits are awarded. For the purposes of this section, seniority credits shall only be given, with regard to any position, for service in that position or in another position with skills that include the position under consideration. Only appointment to a full-time permanent position shall be considered. If an employee is terminated and later reappointed, only service from the date of reappointment shall be used.

Performance credit shall be granted on the following schedule:

| | |
|---|---|
| Outstanding | 150% |
| Above standard | 125% |
| Standard | 100% |
| Below standard | 75% |
| Unsatisfactory | 50% |

All performance evaluations within the last two years preceding the date of the layoff shall be averaged to calculate the performance credit. If there has been no performance evaluation within the last two years, the employee shall receive credit for standard performance.

An employee displaced from a job shall in turn displace (bump) the employees in the same department or division in an equal or lower paying job, whose combined credits are lower. An employee will bump into the highest pay range available under these rules and will bump the

individual in that range whose combined credit is lowest. Neither temporary nor provisional employees have any seniority, and provisional employees shall be retained in an overstaffed position only when required by specially needed skills. Employees who are on probation in an overstaffed classification will be retained there only when required by specially needed skills. Within any classification (with those exceptions) probationary employees have precedence over provisional employees, who in turn have precedence over temporary employees. Except for the position classifications (jobs) of Buildings Attendant, Equipment Maintenance Aide I, Parks Service I, Street Service I and Traffic Control I, the employee bumping to the job must have previously held the job successfully or a job with skills that include it.

For the purposes of layoff, Street Service I, II and III shall be treated as one classification; Parks Service I, II and III shall be treated as one classification; and Buildings Service I and II shall be treated as one classification. If the City permits a supervisor to bump back into a bargaining unit position which he previously held, his seniority credits and performance credits shall be calculated as provided under this Agreement.

Employees whose jobs are permanently abolished may exercise bumping rights as provided by this section.

The City may not administer an arbitrary and unjust layoff as a subterfuge for disciplining an employee.

Section 5. Retention of Seniority. Seniority shall be broken, and right to employment shall cease, in the following cases:

a. discharge;

b. quit — Including failure to return to work upon expiration of leave without first requesting an extension;

c. retirement;

d. absence due to layoff for a period of two years (unpaid balance will not count toward advancement in pay grade promotion);

e. failure to return to work upon recall within the period provided by Section 6.

Section 6. Recall. Employee shall be recalled from layoff using the same principles as in the case of layoff. An employee must either return to work within five calendar days of the delivery of the notice of recall to the last address provided to the City or within that time, notify the City of intent to return within an additional nine calendar days, and must then do so. The City may temporarily fill the position at its discretion during that time. Notice of recall shall be by certified or registered mail to the last address the employee gave the Human Resource Department. Employees may turn down a recall to a lower paid classification and remain on the recall list.

The City shall not hire new employees into bargaining unit jobs as long as there are employees on recall lists who are eligible by this section, to be reinstated to the position, qualified to fill the position and who will accept the position.

Section 7. Notice of Layoff. The City will use its best efforts to notify the Union 10 days in advance of a layoff which it expects to last more than 2 weeks. It will also use its best efforts to notify the employees who will be laid off from work at least 5 days in advance of such layoffs.

Section 8. Merit. Pursuant to Article 15, Section 10 of the Constitution of the State of Ohio and the Charter of the City, merit employment shall prevail in all cases. Seniority is one factor in the determination of merit, but in no case shall any provision of this article, or of any other article of this contract be deemed to supersede the application of merit employment. Any abuse of discretion in the application of merit in layoffs, callbacks or promotions shall be subject to the grievance procedure.

Section 9. Promotions.

a. In the event that vacancies are to be filled within the bargaining unit through competitive promotional procedure or open recruitment, a notice shall be posted advising eligible employees of the vacancy. Such posting shall be for a ten (10) day period prior to the cutoff date for filing applications.

b. Advancement from the level of Street Service I to Street Service II, from Street Service II to Street Service III, from Parks Service I to Parks Service II, from Parks Service II to Parks Service III and from Buildings Service I to Buildings Service II shall be considered as non-competitive promotions as administered by the Kettering Civil Service Commission. The following describe the present content and minimum requirements for these positions; these descriptions do not limit the rights of management to determine job content and requirements.

Street Service II: One (1) full year at the Street Service I level; a standard overall rating; general knowledge of the operation of the Street Division; the ability to operate most Street Division equipment; proficient in the use of all hand tools; a working knowledge of and ability to participate in all phases of salting, plowing and leaf pickup operations.

Street Service III: Two (2) full years at the Street Service II level; an above standard overall rating; a thorough knowledge of the operation and maintenance of all Street Division equipment and special proficiency in several complete areas of assignment.

Parks Service II: One (1) full year at the Parks Service I level; a standard overall rating; the ability and general knowledge to operate most Parks equipment; fully proficient in one complete area of assignment; and successful completion of the requirements for the general certification, and one additional certification for State of Ohio Sprayer's License.

Parks Service III Two (2) full years at the Parks Service II level; an above standard overall rating; a thorough knowledge of the operation and maintenance of all Parks related equipment; fully proficient in four complete areas of assignment; and successful completion of the requirements for the general certificate and three additional certificates for the State of Ohio Sprayer's License.

Buildings Service II: Two (2) full years at the Buildings Service I level; an above standard overall rating; proficient in the use of all hand and power tools; a thorough understanding of the operation of the Facilities Division and a skilled level of proficiency in several complete areas of assignment.

Any significant changes in the criteria for advancement through non-competitive promotions as relate to job content shall be subject to the provisions for new or changed jobs.

Section 10. Bargaining Unit Work. During the term of this Agreement, the City will not contract out normal bargaining unit work for the purpose of retaliation or discrimination against legitimate Union activities.

Section 11. Unemployment Compensation. The City shall provide unemployment compensation in accordance with the provisions of the Ohio Revised Code.

Section 12. Grieving Performance Evaluations. Any performance evaluation that is less than standard may be grieved.

## ARTICLE 15 — LABOR-MANAGEMENT COMMITTEE

The City and the Union shall jointly assist in establishing a Labor-Management Committee, which shall consist of from four (4) to six (6) members, half of whom shall be appointed by the City and half of whom shall be appointed by the Union. Each member shall serve at the pleasure of the party appointing him, and may be replaced from time to time. The Committee shall establish its own rules of procedure and shall meet from time to time to discuss and to investigate problems of mutual concern.

## ARTICLE 16 — GRIEVANCE PROCEDURE

Section 1. A grievance is a dispute or controversy between an employee and the City or, in the case of an alleged violation of the obligations of the City to the Union, between the Union and the City concerning the interpretation, application or violation of the terms of this Agreement. All grievances shall be handled exclusively as set forth in this procedure.

The decision of the Civil Service Commission in any disciplinary case shall not be appealable to court, and both the City and the Union (on behalf of itself and the employees it represents) waive those rights of appeal. Initially, such a decision may be appealed by either side directly to an arbitrator appointed under Section 8 of this Article. The appeal must be filed in the manner and within the time specified in Section 7 of this Article, dating from the making of the Civil Service Commission's decision.

Section 2. Grievances shall be promptly filed. To be considered, a grievance must be filed at the first step within ten (10) business days of its occurrence, or when the employee first became aware (or in the exercise of reasonable diligence should have become aware) of its occurrence, but in no case may a grievance be filed more than 30 business days after occurrence. The Union's Unit Chairman or Vice-Chairman may file grievances in writing, if he believes this necessary, which allege a violation of the obligations of the City to the Union as such. Such grievances shall be filed at Step 2 within the specified time for presenting a grievance. A class grievance may be filed by the unit chairman for more than four aggrieved employees provided an aggrieved employee also signs the grievance. An aggrieved employee will be designated spokesman to attend grievance step meetings.

Section 3. Step 1. An aggrieved employee shall first take up his grievance with his immediate supervisor. Upon the request of either of them, the steward shall be present.

Section 4. Step 2. If the grievance is not satisfactorily adjusted at Step 1, it shall then be put in writing by the grievant and shall be considered at a meeting between a Steward or a representative of the Union and the Department Director.

Section 5. Step 3. If the grievance is not satisfactorily settled at Step 2, it may then be appealed by the grievant through his Union representative to a meeting between the Director of Human Resources and the Steward or a representative of the Union.

Section 6. Step 4. If the grievance has not been adjusted at Step 3, it may then be appealed by the grievant to a meeting between a Steward or a representative of the Union and the City Manager.

Section 7. Step 5. Arbitrable grievances which have not been settled by the above steps may be submitted to binding arbitration. Once a request for arbitration is made for an arbitrable grievance, the Union or the City may request grievance mediation, which will occur if both parties agree. The mediator will be requested from the Federal Mediation and Conciliation Service. Any charges for mediation will be shared equally by the Union and the City. Grievances which involve a matter over which the Civil Service Commission has jurisdiction are not arbitrable unless (1) the employee, in writing, waives his right to appeal the matter to the Civil Service Commission (including subsequent appeal steps) and (2) the Union and the City concur. Such grievances (those over which the Civil Service Commission has jurisdiction) shall be filed at Step 4 of the grievance procedure within the same time requirement of filing grievances at Step 1. In the case of arbitrable grievances, if the Union is not satisfied with the answer of the City at Step 4, it may within 30 business days give written notice to the City of its intent to submit the grievance to arbitration.

Section 8. Arbitration. The decision and award of the arbitrator shall be final and binding upon all interested parties. The arbitrator shall not have the power to add to or subtract from or to modify this Agreement or any Agreement supplemental hereto.

No more than one grievance shall be placed before an arbitrator at any one hearing and in no instance shall there be multiple (2 or more) grievances heard by any arbitrator holding hearings as provided herein, unless it is mutually agreed to waive this provision.

The expense of the arbitrator shall be borne equally by the City and the Union.

Unless the parties have agreed upon an arbitrator, the arbitrator shall be selected under the voluntary rules of labor arbitration of the American Arbitration Association. Once the written notice has been given by the Union in Step 5, either party may request the American Arbitration Association to initiate selection procedures.

The City and the Union may at any time agree to name one, two or three Standing Umpires to be used for all arbitrations in place of arbitrators selected through the American Arbitration Association. If more than one Standing Umpire is named, arbitrations shall be assigned to each Standing Umpire on a rotating basis. The decision and award of the Standing Umpire shall be final and binding upon all interested parties. Unless the City and the Union have agreed otherwise, once a Standing Umpire has been selected, the designation cannot be revoked by either the City or the Union on less than three months written notice to the other and the Standing Umpire. The Standing Umpire shall continue to serve until he resigns, or until the City and the Union mutually agree that his term shall end, or upon a revocation of his designation as provided above. After the end of his term, the Standing Umpire shall continue to have jurisdiction to decide all cases which were

submitted to him during his term as Standing Umpire. The expense of the Standing Umpire shall be borne equally by the City and the Union.

Section 9. The City shall give its answer at Step 1 within four (4) business days; appeals from Step 1 to Step 2 shall be within seven (7) business days of receipt of the City's answer. The City shall give its answer in Step 2 within seven (7) business days. Appeals from Step 2, Step 3 and Step 4 shall be within seven (7) business days of receipt of the City's answer. The City shall give its answer at Step 3 and Step 4 within fourteen (14) business days of the meeting. Time limits may by agreement be waived.

Section 10. In the event that the City fails to answer in the time provided, the grievance shall automatically be considered at the next step. In the event that a grievance is not filed or appealed within the time provided, it shall be considered withdrawn.

## ARTICLE 17 — DISCIPLINE

Section 1. The City shall not discipline any employee without just cause. An employee shall have the right to take up disciplinary action as a grievance through the grievance procedure.

Section 2. After a 2-year clean slate, an employee may request the City in writing to remove a previous reprimand. Copies of the request shall be given to the Director of Human Resources and to his Department Head. If the City denies the request, and the employee feels that this violates Article 2, Section 4, he may process it through the grievance and arbitration procedure in writing and starting at Step 4, within the time limits of Section 2. If the City grants the request, the reprimand will be removed from the employee's file and will not be used to justify progressive discipline. A copy will be kept in the City's general files for comparative discipline purposes and for defending the City in court or administrative litigation. It may also be used to set the record straight if an employee seeks to avoid discipline which is otherwise justified by inaccurately claiming a clean work record.

## ARTICLE 18 — BAD WEATHER

In the event the City closes the offices of the Government Center as a result of bad weather and pays the salaries of those hourly employees who are excused, the City shall grant to those bargaining unit employees who are required to work compensatory time off for the period of time the employee works while the offices are closed to a maximum of eight (8) hours per day plus the regular pay for the time worked.

## ARTICLE 19 — WAIVER

During the term of this Agreement, each party waives any right to request the other party to negotiate on any subject and agrees that it shall take no action to compel the other party to negotiate on any subject, except to the extent this Agreement specifically provides otherwise.

## ARTICLE 20 — EFFECT OF LAWS

Section 1. This Agreement is subject to all Federal and State Laws, Civil Service (merit service) rules and regulations, Municipal Charter provisions, City Council ordinances and resolutions, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, ordinances, resolutions except to the extent Section 4117.10 of the Ohio Revised Code validly provides instead for the supremacy of this Agreement: provided, however, that no Personnel Ordinance shall be

applied to employees covered by this Agreement so as to conflict with the terms of this Agreement, and that no Personnel Ordinance shall be adopted or changed for the duration of this Agreement to conflict with any provision of this Agreement. In the event that any provision of this Agreement is contrary to the above, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 2. If any provision of this Agreement is abrogated as a result of the above section, the parties shall meet promptly and negotiate a lawful replacement for the abrogated provision.

## ARTICLE 21 — HEALTH AND SAFETY

Section 1. The City, the Union and each employee will cooperate to the fullest extent in the promotion of safety. Both members of management and employees will report any unsafe working conditions to the appropriate superior promptly. If equipment, tools or vehicles present a dangerous condition which is abnormal to the place of employment, an employee shall report it immediately and may refuse to operate the abnormally dangerous equipment, tools or vehicles; this right of refusal is subject to the standards applicable under Section 502 of the Labor Management Relations Act. This does not include hazards which are normal to the employment, such as plowing snow in a snowstorm.

A supervisor may take reasonable steps to see that the equipment is properly parked, moved, or put into the garage or another Facility. Otherwise, management will not direct employees to operate such equipment.

Section 2. Safety Committee — When either the Union or the City believes that there is a need to discuss issues of employee safety in the forum of a special labor-management committee, either side may call for a meeting of the Labor Management Safety Committee. The Labor Management Safety Committee shall include the City's Director of Human Resources and the Union Chairman plus up to four (4) additional members, half of whom shall be appointed by the Union and half of whom shall be appointed by the City.

Section 3. (a) The City may require a medical or other examination if based upon reasonable suspicion or other grounds which are not unjust and arbitrary. This may include an employee's potential responsibility for an accident or incident which results in bodily harm or property damage, violation of traffic or other laws or safety rules which could cause bodily injury or property damage, unexplained or excessive absence, or employee appearance, behavior or speech. The Department Head (or his designee) and the Director of Human Resources (or his designee) shall jointly determine in good faith if the employee is required to have an examination. Any such examination shall be conducted by a licensed practitioner.

If in the examiner's opinion the employee's condition jeopardizes his health or safety, or that of another employee, or renders his job performance unsatisfactory, the City may relieve him from active employment, and he will be eligible to use his accrued sick leave.

Any City-required examinations shall be paid in full by the City. Any time spent by the employee traveling, from, and during the examination will be work time, subject to any applicable call-in or overtime pay. The employee will be provided complete copies of all reports, findings and recommendations of the examiner.

(b) At the employee's option, a "second opinion" medical or other examination may be conducted by a licensed practitioner of the employee's choice. Such examination will be paid for by the employee and time spent will not be subject to overtime provisions. Complete copies of all reports, findings and recommendations of the optional examination will be provided to the City.

(c) If the opinions of the City's examiner and the employee's examiner are in conflict, either the City or the employee may appeal the determination to an examiner agreed upon by the first two. All relevant records and information will be made available to the third examiner, whose opinion shall be final as it relates to the specific issues originally prompting the first required examination. The cost of any third examination shall be paid in full by the City. Both the City and the employee shall receive complete copies of all reports, findings and recommendations of the third examiner. Medical records shall be sealed or similarly secured, accessible only through the City Manager, the Department Head, or the Director of Human Resources.

(d) If it is determined that the employee's medical or other condition did not jeopardize his health and safety, or that of other employees, or did not render his job performance unsatisfactory, all sick leave directed to be used will be reinstated to the employee and leave taken will be charged to paid administrative leave.

(e) Employees returning from, or remaining on, leave of absence because of a disability may be required to participate in a medical or other examination subject to the above provisions and provided in paragraph (d) of this article shall be in effect the date of the first required examination for any employee who was then fit for duty.

(f) If the City determines that an employee's medical or other condition precludes his continued employment, the employee may seek a disability retirement under the appropriate state retirement fund. The City will support the employee in his application for disability retirement, and will help the employee assemble information, have it typed and otherwise expedite the paperwork.

(g) Grievances regarding examinations which have been directed by the Department Director and the Director of Human Resources will be filed at Step 3 within the time constraints normally applicable to the first step of the grievance procedure.

## ARTICLE 22 — TUITION

Section 1. The City will pay 80% of the tuition costs for courses directly related to a permanent employee's current position or his preparation for promotion with a maximum payment of $1,000 per year per employee.

Section 2. An employee is eligible for this assistance only when no other outside source of funding is available.

Section 3. Requests for educational assistance must be submitted by an employee to the City Manager through the Employee's Department Director and the Director of Human Resources.

Section 4. If the Employee's service with the City is terminated within two (2) years of completion of the course for any reason other than disability retirement, the City Manager may require that the employee return the City's outlay on a pro rata basis.

Section 5. The City Manager may, in his sole discretion, authorize the advance of educational assistance for an employee from future years and formulate an arrangement for payback to the City should the employee terminate his service with the City.

## ARTICLE 23 — DURATION

This Agreement shall be in full force and effect through March 4, 2018. The initial wage provisions of this Agreement shall be effective as of March 9, 2015. All provisions shall be effective from and after the original signing date of this Agreement, unless otherwise specified, or as soon thereafter as benefit coverage can be obtained in the normal course of business or as provided by law. If either the City or the Union desires to terminate, modify or negotiate a successor agreement, it shall serve written notice upon the other party of its desire not less than 90 days prior to the expiration date of this Agreement.

This Agreement originally signed the 31st day of August 2015.

KETTERING UNIT, PUBLIC SERVICE UNION, LOCAL NO. 101, THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Scott T. True
Unit Chairman, Local 101

John J. Kerekesh
Unit Vice-Chairman, Local 101

John S. Koogler
Parks, Recreation & Cultural Arts Steward

Steven M. Cowdrey
Street Division Steward

OHIO COUNCIL #8, AFSCME

8/26/15
Marcia Knox
~~Staff Representative~~
Regional Director

Stephen Keeney
Staff Representative

CITY OF KETTERING, OHIO

Mark W. Schwieterman
City Manager

David J. Duritsch, Jr.
Public Service Director

Mary Beth Thaman
Parks, Recreation & Cultural Arts Director

Sara E. Mills
Director of Human Resources

Patti Missimer
Human Resource Manager

Jenny Smith
Human Resource Manager

Robert Baker
Assistant Public Service Director

Greg Moore
Streets Maintenance Manager

Matt Byrd
Parks Manager

ADDENDUM - POSITION CLASSIFICATIONS & PAY TABLES

The following are the position classifications covered by this Agreement, and these pay tables prescribe the hourly rates for the bargaining unit; however, this Addendum is not intended to prevent new position classifications from being added to the bargaining unit.

| Position Classifications | Pay Grades Before 2/16/98 | New Pay Grade Ranges On/After 2/16/98 |
|---|---|---|
| Buildings Attendant | 200 | 200 |
| Buildings Attendant (hired prior to 2/25/90) | 201 | N/A |
| Buildings Service I | 207 | 202 - 205 |
| Buildings Service II | 209 | 206 - 209 |
| Lead Buildings Attendant | 207 or 209 | 206 - 209 |
| Buildings Maintenance Mechanic | 212 | 210 - 212 |
| Equipment Maintenance Aide I | 205 | 200 - 205 |
| Equipment Maintenance Aide - Parts Inventory Control | 207 | 202 - 207 |
| Equipment Mechanic | 210 - 211 | 206 - 211 |
| Parks Service I | 205 | 200 - 201 |
| Parks Service II | 207 | 202 - 205 |
| Parks Service III | 209 | 206 - 209 |
| Street Service I | 205 | 200 - 201 |
| Street Service II | 207 | 202 - 205 |
| Street Service III | 208 | 206 - 208 |
| Street Service IV | 210 | 209 - 210 |
| Traffic Control I | 205 | 200 - 201 |
| Traffic Control II | 207 | 202 - 205 |
| Traffic Control III | 209 | 206 - 208 |

Hourly Rates Effective March 9, 2015:

| Pay Grade | *A/1 | B/2 | C/3 | D/4 | E/5 | F/6 | G/7 |
|---|---|---|---|---|---|---|---|
| 200 | **$17.71** | **$18.62** | **$19.37** | **$20.18** | **$20.92** | **$21.71** | |
| 201 | **$18.43** | **$19.35** | **$20.13** | **$21.02** | **$21.71** | **$22.55** | |
| 202 | **$19.16** | **$20.09** | **$20.94** | **$21.87** | **$22.54** | **$23.45** | |
| 203 | **$19.94** | **$20.92** | **$21.78** | **$22.78** | **$23.44** | **$24.43** | |
| 204 | **$20.74** | **$21.76** | **$22.66** | **$23.67** | **$24.41** | **$25.39** | |
| 205 | **$21.47** | **$22.53** | **$23.59** | **$24.57** | **$25.47** | **$26.47** | |
| 206 | **$22.39** | **$23.45** | **$24.57** | **$25.74** | **$26.66** | **$27.53** | |
| 207 | **$23.28** | **$24.45** | **$25.53** | **$26.84** | **$27.72** | **$28.72** | |
| 208 | **$23.28** | **$24.45** | **$25.53** | **$26.84** | **$27.72** | **$28.72** | **$29.85** |
| 209 | **$24.10** | **$25.29** | **$26.66** | **$27.96** | **$28.83** | **$29.96** | **$31.18** |
| 210 | **$25.11** | **$26.38** | **$27.84** | **$29.13** | **$30.13** | **$31.28** | **$32.52** |
| 211 | **$26.11** | **$27.44** | **$28.83** | **$30.23** | **$31.34** | **$32.56** | **$33.84** |
| 212 | **$27.12** | **$28.47** | **$30.02** | **$31.53** | **$32.59** | **$33.86** | **$35.34** |

Hourly Rates Effective March 7, 2016:

| Pay Grade | *A/1 | B/2 | C/3 | D/4 | E/5 | F/6 | G/7 |
|---|---|---|---|---|---|---|---|
| 200 | **$18.06** | **$18.99** | **$19.76** | **$20.58** | **$21.34** | **$22.14** | |
| 201 | **$18.80** | **$19.74** | **$20.53** | **$21.44** | **$22.14** | **$23.00** | |
| 202 | **$19.54** | **$20.49** | **$21.36** | **$22.31** | **$22.99** | **$23.92** | |
| 203 | **$20.34** | **$21.34** | **$22.22** | **$23.24** | **$23.91** | **$24.92** | |
| 204 | **$21.15** | **$22.20** | **$23.11** | **$24.14** | **$24.90** | **$25.90** | |
| 205 | **$21.90** | **$22.98** | **$24.06** | **$25.06** | **$25.98** | **$27.00** | |
| 206 | **$22.84** | **$23.92** | **$25.06** | **$26.25** | **$27.19** | **$28.08** | |
| 207 | **$23.75** | **$24.94** | **$26.04** | **$27.38** | **$28.27** | **$29.29** | |
| 208 | **$23.75** | **$24.94** | **$26.04** | **$27.38** | **$28.27** | **$29.29** | **$30.45** |
| 209 | **$24.58** | **$25.80** | **$27.19** | **$28.52** | **$29.41** | **$30.56** | **$31.80** |
| 210 | **$25.61** | **$26.91** | **$28.40** | **$29.71** | **$30.73** | **$31.91** | **$33.17** |
| 211 | **$26.63** | **$27.99** | **$29.41** | **$30.83** | **$31.97** | **$33.21** | **$34.52** |
| 212 | **$27.66** | **$29.04** | **$30.62** | **$32.16** | **$33.24** | **$34.54** | **$36.05** |

***NOTE:** Step “A” only applies to hires after 2/19/96.

Hourly Rates Effective March 6, 2017:

| Pay Grade | *A/1 | B/2 | C/3 | D/4 | E/5 | F/6 | G/7 |
|---|---|---|---|---|---|---|---|
| 200 | **$18.47** | **$19.42** | **$20.20** | **$21.04** | **$21.82** | **$22.64** | |
| 201 | **$19.22** | **$20.18** | **$20.99** | **$21.92** | **$22.64** | **$23.52** | |
| 202 | **$19.98** | **$20.95** | **$21.84** | **$22.81** | **$23.51** | **$24.46** | |
| 203 | **$20.80** | **$21.82** | **$22.72** | **$23.76** | **$24.45** | **$25.48** | |
| 204 | **$21.63** | **$22.70** | **$23.63** | **$24.68** | **$25.46** | **$26.48** | |
| 205 | **$22.39** | **$23.50** | **$24.60** | **$25.62** | **$26.56** | **$27.61** | |
| 206 | **$23.35** | **$24.46** | **$25.62** | **$26.84** | **$27.80** | **$28.71** | |
| 207 | **$24.28** | **$25.50** | **$26.63** | **$28.00** | **$28.91** | **$29.95** | |
| 208 | **$24.28** | **$25.50** | **$26.63** | **$28.00** | **$28.91** | **$29.95** | **$31.14** |
| 209 | **$25.13** | **$26.38** | **$27.80** | **$29.16** | **$30.07** | **$31.25** | **$32.52** |
| 210 | **$26.19** | **$27.52** | **$29.04** | **$30.38** | **$31.42** | **$32.63** | **$33.92** |
| 211 | **$27.23** | **$28.62** | **$30.07** | **$31.52** | **$32.69** | **$33.96** | **$35.30** |
| 212 | **$28.28** | **$29.69** | **$31.31** | **$32.88** | **$33.99** | **$35.32** | **$36.86** |

***NOTE:** Step "A" only applies to hires after 2/19/96.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN CITY OF KETTERING**

**AND**

**CITY OF KETTERING**
**KETTERING UNIT, PUBLIC SERVICE UNION, LOCAL NO. 101 AND AFSCME OHIO COUNCIL 8**

Whereas, AFSCME Council 8 Local No. 101 and the City of Kettering recently reached agreement through mediation for a collective bargaining agreement effective March 9, 2015 through March 4, 2018 (the "CBA");

Whereas, as a result of these mediated negotiations, the parties agreed to reductions to the City's share of the HSA funding on the High Deductible plan for insurance plan years 2016 and 2017;

Whereas, it may be necessary to reduce the City's share of the HSA funding on the High Deductible plan for insurance plan year 2018;

Therefore, effective as of the date of ratification of the above-mentioned CBA, the parties agree as follows:

In the event it is necessary in insurance plan year 2018 to reduce the City's share of the HSA funding on High Deductible plan below 55% in order to avoid the "Cadillac" excise tax pursuant to Affordable Care Act, the City may at its option reduce the funding percentage to not less than 50%.

| **FOR THE CITY:** | **FOR THE UNION:** |
|---|---|
| | 6/26/15 |
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