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**AGREEMENT**

**BETWEEN**

**THE CITY OF DELPHOS, OHIO**

**AND**

**AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
OHIO COUNCIL 8, LOCAL 1002-1, AFL-CIO**

**EFFECTIVE JULY 1, 2015  
THROUGH JUNE 30, 2018**

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**ARTICLE 1  
PREAMBLE/PURPOSE**

**Section 1.1:** This Agreement, entered into by the City of Delphos Ohio, hereinafter referred to as the “Employer” or “City,” and American Federation of State, County and Municipal Employees, Ohio Council 8, Local 1002-1, AFL-CIO hereinafter referred to as the “Union” has as its purpose the following:

To promote harmonious relations between Management and the Union; the establishment of equitable and peaceful procedures for the resolution of differences in the interpretation and application of the terms of this Contract, the establishment of rates of pay and agreed upon conditions of employment as spelled out specifically in this Contract; and above all the mutual duty; responsibility and obligation to the Union and Management to provide the best possible services to the community and residents of the City of Delphos.

**ARTICLE 2  
UNION RECOGNITION**

**Section 2.1:** The Employer recognizes AFSCME, Ohio Council 8, Local 1002-1 as the sole and exclusive bargaining representative for all employees included in the bargaining unit as set forth in the certification issued by the State Employment Relations Board in Case 2014-REP-07-0084.

Wherever used in this Agreement, the term “bargaining unit” shall be deemed as:

Included: All full-time and part-time Utilities Clerks, Income Tax Administrators, Maintenance, Wastewater Operators, Water Operators and Park Maintenance.

Excluded: All confidential, management level employees and supervisors as defined in the Act and seasonal and casual employees as defined by the Board, as well as all other employees excluded by Ohio Revised Code § 4117.01, and not specifically included.

**Section 2.2:** Should the Employer create a new position, is it agreed that the Employer shall meet with the Union to discuss and determine whether or not such new position shall be included in the bargaining unit. If it is agreed that the position should be placed in the bargaining unit the Employer and Union will negotiate the terms and conditions of employment, hours of work, benefits and wages of such new position.

If the parties are unable to agree upon the bargaining unit status of the newly created position, either party may file a petition for clarification or amendment of the bargaining unit pursuant to State Employment Relations Board (SERB) rules for its determination. SERB’s ruling shall be binding to the parties.

The Employer may fill the position pending the determination by SERB. If the position is determined to be appropriate for the bargaining unit, the Employer agrees to negotiate with the Union regarding the rate of pay.

**ARTICLE 3  
POSITION DESCRIPTIONS**

**Section 3.1:** The job descriptions will not be changed or altered during the term of this Contract without prior consultation with the Union.

**Section 3.2:** In the event a majority of the job description changes, the Union may grieve the appropriateness of the changes and the rate of pay assigned to the classification by presentation of a grievance directly to the Safety Service Director.

**ARTICLE 4  
APPLICATION OF CIVIL SERVICE AND RELATED LAWS**

**Section 4.1:** The parties agree, to the extent permitted by the Ohio Revised Code Chapter 4117, that no section of the City of Delphos Civil Service Rules and Regulations, the Ohio Administrative Code Chapters 123 and 124, local city ordinances that are in conflict with the Agreement, or Ohio Revised Code Sections 124.01 through 124.56, 4111.03 and 9.44 shall apply to bargaining unit employees. It is expressly understood that the City of Delphos Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

**ARTICLE 5  
MANAGEMENT RIGHTS**

**Section 5.1:** Except as expressly modified or restricted by a specific provision of the Agreement, all statutory and inherent managerial rights, prerogatives, and functions of management are retained and vested exclusively in the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- A. To reprimand, warn, suspend, discharge, or otherwise discipline bargaining unit employees for cause;
- B. To determine the number of bargaining unit employees to be employed and adequacy of the workforce;
- C. To hire bargaining unit employees, determine their qualifications and assign, direct, and supervise their work, establish caseload sizes and case assignments, set performance standards, and evaluate their performance;
- D. To promote, demote, transfer, layoff, recall to work, and retain bargaining unit employees;
- E. To set the standards of productivity and the services to be rendered;
- F. To maintain and/or improve the efficiency and effectiveness of governmental operations;

- G. To determine the personnel, process, methods, means, standards and facilities by which operations are conducted;
- H. To set the starting and quitting time and the number of hours and shifts to be worked;
- I. To expand, reduce, alter, combine, transfer, assign or cease any job, position, department operation or services;
- J. To control and regulate the use of machinery, facilities, equipment and other property of the Employer;
- K. To introduce new or improved methods, materials, machinery, and equipment;
- L. To determine the number, location and operation of departments, divisions, and all other units of the Employer;
- M. To issue, amend, and revise reasonable policies, rules, regulations, procedures, and practices;
- N. To take whatever action is necessary or advisable to manage and carry out the mission of the Employer;
- O. To determine matters of inherent managerial policy including functions and programs of the public Employer, standards of service, overall budget, missions of the Employer and organizational structure;
- P. To exercise all additional rights and functions reserved to management by the Ohio Revised Code and federal law; and
- Q. To unilaterally promulgate reasonable work rules.

**Section 5.2:** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or subsequent Agreements shall remain the exclusive function of the Employer.

## **ARTICLE 6 NON-DISCRIMINATION**

**Section 6.1:** All references to employees in this Agreement are designated to both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 6.2:** The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized legal activity in an official capacity on behalf of the Union.

**Section 6.3:** The Union agrees not to interfere with the rights of employees to not become members of the Union and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

## **ARTICLE 7 UNION DUES DEDUCTION**

**Section 7.1:** Dues will be deducted from an employee's paycheck once the dues deduction card is received by the City. The City shall not be responsible for any dues deduction if the Union does not provide the City with a properly completed dues deduction card. The dues deduction obligation shall commence when the dues deduction card is submitted by the local Union to the City.

**Section 7.2:** Each bargaining unit member who is not a card signing member of the Union shall, as a condition of employment, pay a fair share fee to the Union on the sixty-first (61st) calendar day of employment. Dues for card signing members of the Union shall begin on the sixty-first (61st) calendar day after the effective date of this Agreement.

The Union shall provide a current copy to the City and post on the Union bulletin board a copy of the fair share fee rebate and challenge procedure. A current copy of the AFSCME Fair Share Rebate and Challenge Procedure will be mailed to each fair share employee, to their last known address, by AFSCME Ohio Council 8 as required by law.

**Section 7.3:** It is understood and agreed that the City will deduct any back, unpaid Union dues, initiation fees and uniform assessments owed to the Union, as well as current Union dues, initiation fees and uniform assessments from the paycheck of all employees who have signed proper legal authorizations for such deductions and who are covered by this Agreement, on the first payday of the month for which current Union dues and initiation fees are due (including fair share fees). All dues deduction cards which are processed by the Union shall remain processed for the life of this Agreement unless: (1) the bargaining unit member's employment ends, (2) he/she is laid off, (3) he/she transfers to a non-bargaining unit position, (4) he/she is on an unpaid leave of absence of longer than two weeks. Monthly Union dues are to be deducted evenly between the first two pay periods of each month.

**Section 7.4:** The parties agree that neither the bargaining unit members nor the Union shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the dues deduction would normally be made by deducting the proper amount.

**Section 7.5:** The City agrees to remit to the Controller/Treasurer of the Union before the 15th day of the month, all Union dues, initiation fees and uniform assessments so deducted from the paychecks of the bargaining unit members covered by this Agreement. Monthly dues deductions check(s) and current list of bargaining unit members will be remitted to: Controller, Ohio Council 8, AFSCME, AFL-CIO, 6800 N. High St., Worthington, Ohio 43085-2515.

**Section 7.6:** In cases where a bargaining unit member does not have sufficient wages to cover dues, the City agrees to deduct whatever wages are available to deduct on regular check-off dates until all arrearages are brought up to date.

**Section 7.7:** Upon the Union's request, the City will provide the Union with an alphabetical list of current names and addresses of bargaining unit members who are "fair share."

**Section 7.8:** Once during June and December of each year, the Employer will provide the Union President with a copy of a bargaining unit roster showing name, address, phone number, date of hire and job classification.

**Section 7.9:** The Union warrants and guarantees to the City that no provision of this Article violates the law of the United State or State of Ohio. Therefore, the Union shall indemnify and hold harmless the City and its employees from any and all claims, suits, demands and other liability as a result of their actions relating to Union dues. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

## **ARTICLE 8 BULLETIN BOARDS**

**Section 8.1:** The City shall provide space next to each time clock in every department for use by the Union.

**Section 8.2:** The Union President and/or designee, with initials of the president on the notice may post Union notices as follows:

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

**Section 8.3:** No material may be posted anywhere which contain the following:

- A. Personal attacks upon any employee or public official;
- B. Scandalous or derogatory attacks upon any employee, public official or governmental unit/agency;
- C. Attacks on and/or unfavorable comments regarding a candidate for public office;
- D. Attacks on any organization or group.

**Section 8.4:** No materials of any kind shall be posted elsewhere in the Employer's facilities or upon City equipment unless specifically authorized in advance by the Employer.

**Section 8.5:** The Employer will notify the Union president and/or designee of violations of this Article. The Employer may remove any materials which violate above Section 2. Any employee to have posted materials in violation may be disciplined as defined in the Discipline Article of this Agreement.

## **ARTICLE 9 WORK RULES**

**Section 9.1:** The Union recognizes that the City has the right to promulgate reasonable work rules, policies and directives consistent with statutory authority, to regulate the conduct of employees while at work, conduct which directly affects the City and the conduct of the City's services.

**Section 9.2:** The City agrees that to the extent any work rules have been or will be reduced to writing, every employee will have access to them. Copies of newly established written work rules or amendments to existing work rules will be furnished to the Union president or designee prior to the effective date of the rules or amendments, although Union consent to the rules or amendments is not required. This Agreement supersedes all work rules and regulations which are in direct conflict with the terms and conditions of this Agreement.

The City will discuss with the Union president or designee any changes prior to implementation. Except in cases of emergency, the City will post any changes to work rules, policies or directives for five (5) work days prior to implementation.

## **ARTICLE 10 UNION BUSINESS**

**Section 10.1:** The Employer agrees to admit the Union staff representatives to the Employer's facilities and sites during working hours and normal office business hours for purposes of processing grievances, consultations, negotiations, or attending meetings permitted herein. Upon arrival, Union staff representatives shall identify himself or herself to the Employer or the Employer's designated representative.

**Section 10.2:** The Union shall provide the Employer with an updated official roster of its officers and Local Union Representative, including name, immediate supervisor and Union office held. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with the written notice of the person's office.

**Section 10.3:** Employees elected or appointed to represent the Union may conduct Union business on duty with the permission of the Supervisor or the Safety Service Director provided the Union business does not interfere with the employee's job responsibilities or availability. Union business such as: attending negotiation meetings with management when such meetings are scheduled during work hours (not to exceed three (3) bargaining unit members, who will be from different departments); transmitting communications, authorized by the local Union or its officers, to the Employer; attendance at grievance or disciplinary hearings; investigating or preparing for grievances and/or discipline (not to exceed one (1) hour); and consultation with the Employer concerning the enforcement of any provision of this Agreement when the Union representative has had an appointment approved by the Employer in advance. Unless otherwise authorized in this Article, no more than two (2) bargaining unit employees may be excused by their supervisor at a time for Union business.

**Section 10.4:** In no case shall any Union representative be entitled to overtime pay while conducting Union activities. The Union agrees that Union representatives shall receive approval of their immediate supervisor before leaving the job site to perform any of the activities listed in this Article.

## **ARTICLE 11 LABOR/MANAGEMENT MEETINGS**

**Section 11.1:** Labor-Management meetings, if requested and mutually agreed upon, shall be convened as soon as feasible. These meetings are not intended to be negotiation sessions to alter or amend the Agreement.

**Section 11.2:** The meetings shall take place during working hours with no loss of pay to the representatives of the Union. The Employer will not pay employees for any hours other than those regular duty hours the employee would have otherwise worked. The Union shall be limited to attendance by the President, one (1) AFSCME representative, and one (1) bargaining unit member. With the Mayor's (or his/her designee's) permission, one (1) additional bargaining unit member may attend. No more than two (2) City employees shall be released from duty to attend these meetings. The Employer shall be limited to attendance by the Supervisor, the Safety-Service Director, the Mayor, and one legal representative if desired.

**Section 11.3:** An agenda will be exchanged by the party desiring the meeting at least five (5) work days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and names of those representatives who will be attending.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

**Section 12.1:** The Grievance Procedure is a formal mechanism intended to assure that grievances that may develop in the day-to-day activities of public service are promptly heard and answered and that appropriate action, if necessary, is taken to correct a particular situation.

**Section 12.2:** The term "grievance" shall mean a claim by the Union or Bargaining Unit member that there has been a breach, misinterpretation, violation, or misapplication of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement which are not covered by this Agreement.

**Section 12.3:** All grievances must be processed in order at the proper step to be considered at subsequent steps. An employee may withdraw a grievance at any point by submitting a written statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer within the required time limits may be advanced to the next step of the Grievance Procedure. Any grievance that is not timely appealed to the next Step of the Grievance Procedure will be deemed to be settled on the basis of the Employer's answer at the last Step. All time limits on the grievance may be waived upon mutual consent of the parties, which shall be in writing.

**Section 12.4:** All grievances must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employees' name and signature;
2. Aggrieved employees' classification;
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
4. Date grievance was filed in writing;
5. Date and time grievance occurred;
6. The location where the grievance occurred;
7. A description of the incident giving rise to the grievance;
8. Specific Articles and Sections of the Agreement violated;
9. Desired remedy to resolve the grievance.

**Section 12.5:** It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest Step possible. In furtherance of this objective, the following procedure shall be followed:

**Step 1:** In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to the Supervisor or designee within five (5) workdays of the employee's knowledge of the occurrence of the incident that gave rise to the grievance. The Supervisor or designee shall investigate the alleged grievance and provide an appropriate answer to the employee within ten (10) workdays following the Supervisor was presented the grievance. Arguments and/or defenses not raised by the Supervisor are not waived in future proceedings.

**Step 2.** If the grievance is not resolved in Step 1, the employee may, within ten (10) workdays following the Step 1 reply, refer the grievance to the Safety/Service Director at Step 2 of the grievance procedure. The Safety/Service Director shall have ten (10) workdays in which to schedule a meeting with the aggrieved employee and his union representative. The Safety/Service Director shall investigate and respond in writing to the grievance within ten (10) workdays following the grievance hearing. Arguments and/or defenses not raised by the Safety/Service Director are not waived in future proceedings.

Prior to the submission to arbitration, the parties may, by mutual agreement, submit the grievance to non-binding mediation utilizing the services of FMCS.

**Step 3.** Arbitration: If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to arbitration. A request for Arbitration must be submitted within twenty (20) workdays following the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to Arbitration within the time limits prescribed, the grievance shall be considered resolved based upon management's Step 2 reply.

Upon receipt of a request for Arbitration, the Employer or his designee and the Representative of the Union shall within ten (10) working days following the request for Arbitration jointly agree to request a list of seven (7) impartial Arbitrators from the Federal Mediation and Conciliation Service. The parties may specify reasonable qualifications for those Arbitrators to be included on the list.

Upon receipt of the list of seven (7) Arbitrators submitted to the parties by the FMCS, the party requesting the Arbitration shall be the first to strike a name, the other party shall then strike a name, and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of Arbitrators once provided by FMCS prior to the striking of any names, and request another list. All procedures relative to the hearing shall be in accordance with the rules regulations of the FMCS.

The Arbitrator shall hold the arbitration hearing promptly and issue his decision within a reasonable time thereafter. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles and/or Sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The Arbitrator shall expressly confine himself to the precise issues submitted for Arbitration and shall have no authority to determine any other issues not submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The Arbitrator shall not have the authority to issue a decision contrary or inconsistent with this Agreement or the law, nor shall he have the authority to vary or modify the terms of this Agreement or the law. The Arbitrator also shall not have the authority to issue a decision contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations established by the Employer now or in the future, so long as such practices, policies or regulations do not conflict with this Agreement.

The Arbitrator shall be without authority to order any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the Arbitrator shall have the authority to order modification of said discipline. In the event of a monetary award the Arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the Grievance Procedure and shall also consider any other income earned by the employee during the retroactive period.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

Awards of the Arbitrator will be final and binding upon both parties. The costs and fees of the Arbitrator shall be borne equally by both parties. The Arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling the non-employee witness. The fees of the court reporter shall be paid by the requesting party; such fees shall be equally split if both parties desire a reporter or request a copy of the transcript. Any bargaining unit member who gives testimony at the hearing will not incur a loss of pay during his/her testimony.

**Section 12.6:** For purposes of this article, workdays shall be defined as days the administrative office is open for business.

### **ARTICLE 13 POSTING AND BIDDING PROCEDURE**

**Section 13.1:** Whenever the Employer determines that a vacancy exists within the bargaining unit which the Employer intends to fill, and such vacancy is not filled through recall from a layoff list, the Employer shall post a vacancy notice/sign-up sheet on the Union bulletin boards for five (5) working days.

**Section 13.2:** If a vacancy is posted, it shall include the classification title, rate of pay, education and experience required, the essential knowledge, skills, certifications and ability required, a summary of the duties, and the closing date of the posting. Any employee desiring the position must sign the vacancy notice/sign-up sheet prior to the close of the posting period.

**Section 13.3:** The Employer will select the most senior applicant that meets the qualifications to fill that vacant position.

**Section 13.4:** If no current bargaining unit employee applies for the position or is deemed by the Employer qualified for the position, the position may be filled from outside the bargaining unit.

### **ARTICLE 14 PROBATIONARY PERIODS**

**Section 14.1:** Every newly hired part-time or full-time employee will be required to successfully complete an initial probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of nine (9) months. A newly hired probationary employee may be terminated any time during the probationary period and shall have no appeal over such removal. Newly hired probationary employees will not be allowed to bid on posted position for one (1) year from their date of hire.

**Section 14.2:** A newly promoted part-time or full-time employee will be required to successfully complete a probationary period in the employee's newly promoted position. The probationary period for a newly promoted employee shall begin on the effecting date of the promotion and shall continue for a period of three (3) months, which the Employer may extend for periods not to exceed

three (3) months due to unsatisfactory performance. A newly promoted employee who evidences unsatisfactory performance may be returned to the employee's former position any time during the probationary period. Such removal, when occurring within the first sixty (60) days of the promotion, shall not be subject to any appeals process. Employees may also request to be placed back into their previous position within the first thirty (30) days of their promoted probationary period.

**Section 14.3:** An employee who promotes or transfers to a position in either the Water Treatment Plant or the Waste Water Treatment plant will be granted a time period of four (4) weeks during which the employee can elect to transfer back to the previous position held by the employee.

## **ARTICLE 15 PERFORMANCE OF WORK BY SUPERVISORS AND TEMPORARY/INTERMITTENT EMPLOYEES**

**Section 15.1:** The Employer and the Union recognize that the City's supervisors have historically been "working supervisors" and work alongside bargaining unit members in completing bargaining unit work. Supervisors shall be authorized to continue such work. Supervisors shall only perform bargaining unit work to the extent that they have previously performed such work. During the life of this agreement, the amount of bargaining unit work performed by supervisors shall not increase.

**Section 15.2:** If the Employer determines that there is a need for non-safety part-time, seasonal, temporary or intermittent employees, the Employer will discuss with the Union the duties that the part-time, seasonal, temporary or intermittent employees will be performing. Such employees are not subject to the provision of this Agreement.

**Section 15.3:** No full-time employee shall be laid off as a result of hiring part-time employees.

**Section 15.4:** This Article is not intended to prevent a supervisor or other employee from protecting life or property, or giving emergency assistance or performing work for the purpose of instruction or checking or inspecting work already done by an employee.

## **ARTICLE 16 SENIORITY**

**Section 16.1:** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer as a bargaining unit employee. Once continuous service broken, the employee loses all previous accumulated seniority.

**Section 16.2:** An employee shall lose both department and classification seniority for one of the following reasons:

- A. The employee resigns.
- B. The employee is discharged for just cause.

- C. After a recall notice has been sent to the employee, the employee fails to report for work after seven (7) calendar days, absent extenuating circumstances such as illness, injury or disability.
- D. The employee is absent for more than three (3) consecutive work days without approval and fails to apply for a leave of absence during that time.
- E. The employee fails to return upon the expiration of an approved of absence, without just cause.
- F. The employee is laid off for a period of time equal to the employee's seniority at the time of layoff or twenty-four (24) months, whichever is less.
- G. An employee who disability separates.

**Section 16.3:** An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of approved leave.

**Section 16.4:** The Employer shall post a seniority list once every twelve (12) months or whenever the list changes. The list shall be posted on the bulletin board and shall show the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request.

**Section 16.5:** Seniority shall be applied as a determining factor only in those matters as specified in this Agreement. Seniority will be used to determine the selection of shift preference in those departments which operate with more than one shift.

**Section 16.6:** Seniority shall be computed for part-time employees on the basis of uninterrupted length of continuous part-time service with the Employer on a pro rata basis, with each eight (8) hours of service counting as one (1) day of service.

## **ARTICLE 17 LAYOFF AND RECALL**

**Section 17.1:** Each Appointing Authority is an autonomous layoff jurisdiction, and layoff, displacement and reinstatement rights and procedures shall apply only to the Appointing Authority's employees affected by the layoff. Layoffs shall not be considered or used in place of disciplinary actions when such actions are necessary.

**Section 17.2:** The Employer maintains the right to reduce the workforce whenever such a reduction is necessary due to:

1. Lack of work;
2. Lack of funds or projected lack of funds;

3. Abolishment of position(s) as a result or reorganization for the efficient operation of the Appointing Authority, for reasons of economy or for lack of work; and/or
4. Reasons of economy

**Section 17.3:** Order of Layoff - In each department the city selected for layoff, employees performing bargaining unit work shall be laid off and have displacement rights in the following order:

1. Part-time non-bargaining unit employees (except pool/park)
2. Full-time non-bargaining unit employees (except pool/park/dept. heads)
3. Part-time bargaining unit employees
4. Full-time bargaining unit employees

Departments include: Maintenance, Water, Wastewater, Parks, Utilities, Tax

**Section 17.4:** After the order of layoff has been determined, a letter of notification shall be prepared and signed by the Appointing Authority. The notice of layoff must be delivered to the employee(s) to be laid off at least thirty (30) calendar days prior to the effective date of layoff.

The following information shall be contained in a layoff notice:

1. The reason for layoff or displacement;
2. The date the layoff or displacement becomes effective;
3. A statement advising the employee of any rights to displace other employees and the requirements to file their intention to displace ("bump") another employee within five (5) calendar days of receipt of the notice;
4. A statement advising the employee of the employee's right to reinstatement or reemployment.
5. A statement that the employee is responsible for maintaining current address information with the Appointing Authority; and
6. A statement that employees who are laid off may be eligible at their own expense to extend the employer sponsored health insurance after leaving their job for up to eighteen (18) months.

**Section 17.5:** Employees will be initially laid off on the basis of seniority within each Department subject to Section 17.1. Laid off employees shall be permitted to exercise their City-wide seniority and displace any employee with less City-wide seniority in the same or lower pay rate City-wide positions, if qualified as determined by the City, to perform the duties of the position to which he may be entitled. Employees may only bump laterally or down. Employees who wish to exercise their displacement rights must do so in writing within five (5) days of receiving their notice of layoff. Employees who elect to not exercise their displacement rights do not lose their recall rights due to their decision to not displace.

**Section 17.6:** Following the notice as provided in Section 17.4, either party may request a Labor-Management Committee meeting for the purpose of carrying out the provisions of this Article. Such meeting shall be held within seven (7) days following the receipt of such request.

**Section 17.7:** If layoffs are anticipated, the Employer will discuss with the Union President or designee the effects on the Bargaining Unit to attempt to find a mutually agreed upon alternative to layoffs.

**Section 17.8:** Employees who bumping rights entitle them to bump into a department in which an immediate family member works may bump into that department so long as the family member does not supervise the employee. Employees who cannot bump into a department without an immediate family member supervising may not bump into that department. For purposes of this Section, "immediate family member" includes spouse, parent, sibling, child or the half-, step- or in-law of those individuals.

## **ARTICLE 18 NO STRIKE/NO LOCKOUT**

It is understood and agreed that the services performed by employees included in this Agreement are essential to the public health, safety and welfare.

**Section 18.1:** Neither the Union nor its members, officers, agents, or its representative, individually or collectively will cause, authorize, engage in, condone or instigate a strike during the term of this Agreement. Nor will the Union or its officers, members, agents, or representatives individually or collectively instigate, lead or participate in any illegal walkout, work slowdown, strike, sit-down, stand-in, refusal to return to work or other concerted curtailment, restriction or interference with work.

**Section 18.2:** Neither the Employer nor its officers, agents or representatives will individually or collectively authorize, cause, condone, instigate or engage in a lockout of members of the bargaining union during the term of this Agreement.

**Section 18.3:** Any employee in violation of this Article may be subject to discipline according to the provisions in Article 19 – Discipline.

## **ARTICLE 19 DISCIPLINE**

**Section 19.1:** Coaching/Counseling is not disciplinary and is therefore not grievable. Coaching/counseling consists of discussions between the employee and the immediate supervisor or other involved manager to attempt to understand the nature of the problem(s) and arrive at a solution without resorting to discipline. The Employer is not required to coach or counsel employees prior to instituting discipline.

**Section 19.2:** Prior to any discipline meeting with an employee, the employee shall be notified of the employee's right to have a Union representative present. When such meeting is to be a meeting wherein a disciplinary action of suspension or dismissal is sought, the supervisor shall give written notice of any possible charges to the employee forty-eight (48) hours prior to the meeting. The notice shall also advise the employee of the employee's right to have a Union representative present

at the meeting. The Employer shall bring disciplinary action against employees within ten (10) days from the time the Employer becomes aware of an incident, which would give rise to the disciplinary action, unless the matter is referred to law enforcement. The Employer will implement discipline within ten (10) after the pre-disciplinary meeting set forth in this Section.

**Section 19.3:** In disciplinary procedures which result in suspension or discharge, the Union shall have the right to have a representative of their choice present at these meetings if requested by the employee.

**Section 19.4:** All disciplinary action shall be for just cause. The Employer agrees to utilize progressive disciplinary measures, which includes oral reprimands, written reprimands, unpaid suspensions, working suspensions and termination. Discipline will be commensurate with the severity of the offense and will take into account the nature of the violation, the employee's record of performance and conduct, past disciplinary actions, and other appropriate considerations.

**Section 19.5:** Employee shall be able to appeal any disciplinary actions involving suspension or dismissal through the grievance procedure contained herein.

**Section 19.6:** Records of discipline will no longer have effect pursuant to the following schedule: Reprimands twelve (12) months after of occurrence; suspensions twenty-four (24) months after the date of occurrence. Intervening discipline restarts these timelines. After these timelines, employees may request, and the Employer will honor the request, to have these records placed in a separate file within the main personnel file. Such records shall not be used in arbitration.

**Section 19.7:** If discipline is placed in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the file.

**Section 19.8:** An employee who is placed on paid administrative leave by the Employer may not appeal such action through the grievance and arbitration procedure.

## **ARTICLE 20 SAFETY**

**Section 20.1:** The Employer shall provide a safe and healthy work place and shall maintain all equipment used by the employees in a safe operating condition. The Union agrees to share the responsibility for developing and maintaining a safe work place for all employees.

**Section 20.2:** The employees agree to provide proper care, security and maintenance of all equipment they use. The employee shall report equipment defects and/or safety problems in writing on the City of Delphos Safety Form, to the supervisor, as soon as they aware of it. The employees acknowledge the Employer's right to establish safety rules and regulations and agree to comply with all safety rules and safe working methods.

**Section 20.3:** An employee acting in good faith may refuse to work under conditions the employee reasonably believes presents an imminent danger or death or serious harm to the employee or others, provided such conditions are not such as normally exist or might reasonably

be expected to occur in the employee's position. An incident of work refusal shall be immediately reported to the Safety Service Director who will determine what, if any, action is necessary to eliminate or reduce a potential danger or hazard. The Safety Service Director may assign the employee to alternative work pending review.

If the employee disagrees with the findings of the Safety Service Director, the employee may request that the matter be reviewed in a labor management meeting. The labor management meeting will be convened as soon as practicable.

**Section 20.4:** Any employee seeking remedy before any agency on a safety or health complaint shall not be eligible to have his/her grievance heard before an arbitrator under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

**Section 20.5:** The parties agree to meet, at either party's request, at a mutually agreeable time, to discuss safety matters. The Union President and his/her designee may attend from the Union and the Mayor, Safety Service Director and/or Supervisor may attend.

**Section 20.6:** The Employer will maintain basic first aid equipment at appropriate locations.

## **ARTICLE 21 PERSONNEL FILES**

**Section 21.1:** Employees may schedule an appointment to inspect their personnel files maintained by the Employer at any reasonable time and shall, upon request, receive a copy of any documents contained therein. Employees shall be entitled to have a Union President and/or designee accompany them during such review. Employees are prohibited from removing anything from their personnel files.

**Section 21.2:** Upon Employee's request, the Employer shall give an Employee a copy of any document entered into that Employee's personnel file. A copy will also be provided to the Union President upon the Employee's request.

## **ARTICLE 22 LEAVE LAWS AND POLITICAL ACTIVITIES**

**Section 22.1:** Military Leave - For the employees' reference, the City acknowledges that it will follow O.R.C. Section 5923.05 and O.R.C. Chapter 5903.

**Section 22.2:** Family and Medical Leave Act – For the employees' reference, eligible employees who are entitled to Family Medical Leave benefits should contact City's Administrative Assistant.

**Section 22.3:** Political Activities – Employees will not engage in political activity prohibited by O.A.C. Section 123:1-46-02.

## **ARTICLE 23 SICK LEAVE AND DONATED TIME**

**Section 23.1:** All bargaining unit employees shall accumulate sick leave credit at a rate of 4.6 hours of sick leave for each regular eighty (80) hours of active pay status excluding overtime hours (maximum of one hundred twenty (120) hours of sick leave earned per year).

**Section 23.2:** Sick leave shall be granted to eligible employees, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee including medical, psychological, dental, or optical examination by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
- D. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- E. Examination including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner, where the employee's presence is reasonably necessary and such examination cannot be scheduled during non-work hours.

**Section 23.3:** "Immediate family" for purposes of this article means the employee's spouse, father, mother, sister, brother, children, grandparents, grandchildren, step-parents, step-siblings, stepchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and other relative living in the employee's household.

**Section 23.4:**

- A. Whenever an employee is unable to report to work, the employee shall contact the Department Head as soon as the need for leave is known but in no case less than thirty (30) minutes prior to the employee's scheduled starting time. The employee may call the Department Head's cellular telephone and leave a message or text if the Department Head does not answer.
- B. Employees requesting sick leave due to a scheduled physician appointment which cannot be scheduled other than during normal working hours, shall notify the Department Head as soon as possible following the scheduling of the appointment, but in no case later than the time specified in (A) above.
- C. Short periods of sick leave requested in order to avoid being late for work will not be approved.

- D. Any employee who must leave work shall personally notify the Department Head prior to leaving the job site.
- E. In the absence of the Department Head, the employee shall provide notification as required herein to the Department Head's designee. In the absence of both of these individuals, the employee shall notify the Safety-Service Director.

**Section 23.5:** An employee who expects to be on extended sick leave must notify the Department Head or other designated person every day the employee is absent, unless other arrangements for notification are made with the Department Head.

**Section 23.6:** If an employees is off on sick leave longer than three (3) consecutive days of work, a doctor's certificate stating the nature of the illness or injury from the employee's (or the employee's family member in the case of a family member's illness or injury) will be required. The Employer may require a doctor's certificate for sick leave absences of less than three (3) days if abuse of leave is indicated.

**Section 23.7:** If the Employer has a reasonable basis for believing that an employee is not mentally or physically capable of performing the essential functions of the employee's position, or poses a threat to himself/herself or others, the Employer may order an examination by an appropriately qualified medical professional at the Employer's expense.

Upon receipt of a medical professional's opinion that an employee is not physically or mentally capable of performing the essential functions of the employee's position, the Employer, the Union and the employees will meet to discuss possible reasonable accommodations. If no reasonable accommodation is mutually agreeable, then the employee will be placed on appropriate leave or removed if unable to return to work.

**Section 23.8:** Approved sick leave shall be charged to employees in fifteen (15) minute increments.

**Section 23.9:** All employees who transfer from a public agency to the City or who have prior service with a public agency shall retain credit for any unused sick leave. The employee must have their prior employer certify to the City their unused balance. The previously accumulated but unused sick leave of a full-time employee who has separated from the public service shall be credited to the employee upon reemployment with the City, provided reemployment takes place within ten (10) years of the date the employee was last terminated from public service and such sick leave balance can be verified.

**Section 23.10:** The Department Head/Supervisor will inform an employee whose sick leave request is denied of the reasons for denial and that the employee will not be paid for the absence.

**Section 23.11:** In the event that a bargaining unit member exhausts all paid leave, he/she may request a donation of sick leave days that have been voluntarily donated by bargaining unit members from their individually accumulated sick leave to the City's sick leave bank. Bargaining

unit members may also donate up to five (5) vacation days a year. The Mayor or his/her designee and the Union President shall jointly implement the program to ensure equitable treatment of all bargaining unit members. In no case shall the program prevent or prolong a bargaining unit member's applying for and/or going on disability retirement. In no instance shall a member be allocated more than thirty (30) days from the bank except by mutual agreement of the Mayor and Union president. A request for donations shall be made only when use is anticipated.

## **ARTICLE 24 SICK LEAVE CONVERSION**

An employee hired prior to June 1, 2015 are grandfathered into the current sick leave conversion policy:

- A. Payment of accrued but unused sick leave will be made to each employee upon retirement from active service with the City who has at least ten (10) years of service as a public employee. Such payment shall be made only once to any employee, and the maximum amount of such payment shall be twenty-five percent (25%) of the employee's accrued unused old sick leave (old sick leave shall be defined as all sick leave accrued prior to June, 1986) and fifty percent (50%) of the employee's accrued new sick leave (sick leave accrued after June 16, 1986).
- B. Payment shall be based on the employee's rate of pay at the time of retirement.
- C. Payment under this policy shall be considered to eliminate all sick leave credit accrued by the employee at the time of payment.
- D. Payment of accrued unused sick leave will be made to the estate of a deceased employee with at least ten (10) years of service as a public employee, whether or not said employee was eligible to retire under OPERS. Such payment shall be made in compliance with ORC Section 2113.04.

An employee hired after June 1, 2015 with ten (10) or more years with the Employer who retires from active service with the Employer, and provides one (1) year or more written notice of retirement, shall be paid fifty percent (50%) of the value of the employees accrued but unused sick leave, up to a maximum payment of five hundred (500) hours (i.e. 50% of 1000 hours of unused sick leave = 500 hours). Those employees who fail to provide the one (1) year written notice of retirement shall be paid twenty-five percent (25%) of the value of the employee's accrued but unused sick leave, up to a maximum of two hundred forty (240) hours (i.e., 25% of 960 hours = 240 hours). Payment shall be based on the employee's base rate of pay at the time of retirement. As used in this section, "retirement" means disability or service retirement under the Public Employment Retirement System of Ohio at the time of separation from the City employment. Cash-in of sick leave upon retirement in accordance with this section shall eliminate all hours of sick leave previously accrued but unused.

## **ARTICLE 25 INJURY LEAVE**

**Section 25.1:** Any employee who is injured while on-duty, upon being injured, or as soon as possible thereafter, shall file an injury/accident report with the Employer in accordance with the Employer's policies. The employee must also cooperate in filing a claim for workers' compensation.

At the request of the Employer, and mutual agreement, the injured employee shall sign a Salary Continuation Agreement to acknowledge the continuation of wages, which shall include the utilization of the employee's available sick leave.

**Section 25.2:** The employee shall return to work in a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation and return to work of the employee. Physical examinations required pursuant to this Article shall be at the Employer's expense.

**Section 25.3:** The Safety-Service Director shall be kept informed by the employee of the employee's need for continued absence related to a work-related injury. Employees are responsible for providing the Safety-Service Director with an expected date of return.

## **ARTICLE 26 FUNERAL LEAVE**

Bereavement leave may be used to attend the funeral, make funeral arrangements or attend to other matters directly related to the funeral. Bereavement leave shall not be granted for any days following the funeral unless approved by the Safety Service Director.

**Section 26.1:** Immediate Family – Any bargaining unit employee shall be allowed three (3) consecutive days of bereavement leave upon approval of the department supervisor due to the death of the employee's mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, spouse, child, step-child, grandparent, spouse's grandparent, grandchild, son-in-law, daughter-in-law, aunt, uncle, step-parents, step-siblings, legal guardian or other person who stands in place of a parent, or other persons at the discretion of the Safety Service Director.

**Section 26.2:** Non-Immediate Family – Any bargaining unit employees shall be allowed one (1) day of bereavement leave upon approval of the department supervisor due to the death of the employee's niece and nephew.

**Section 26.3:** Extended Bereavement Leave – Upon approval of the Safety Service Director, employees may be granted additional days of accrued but unused sick leave to extend leave as listed above or due to unique circumstances. Should a death or burial in the immediate family occur in a city located more than one hundred fifty (150) miles from Delphos, an additional two (2) days for travel, which must occur in the same work week as the leave, shall be granted and paid.

**Section 26.4:** An employee requesting bereavement leave must complete a request for leave of absence and attach thereto a copy of the family member's obituary, or other proof of death, and submit the request to the supervisor or department head.

**Section 26.5:** The employee must notify his/her supervisor or department head of the purpose of his absence not later than one (1) hour prior to his scheduled starting time.

**Section 26.6:** Leave is available during work days for a maximum of eight (8) hours per day. Employees shall not be granted leave for days that they are not scheduled to work.

Any such leave so granted shall first be charged against the employee's accrued sick leave. If the employee has no accrued sick leave available, the employee may then request vacation leave or personal leave, provided the employee as any such accrued leave available. If the employee has no paid leave available, the employee may then request an unpaid leave of absence in accordance with the provisions of Article 32 – Unpaid Leave.

## **ARTICLE 27 JURY DUTY/COURT APPEARANCES**

**Section 27.1:** Employees shall receive full pay for regularly scheduled working hours for any day when the employee is required to appear before any court for jury duty by United States or Ohio courts. Any fee received by an employee for jury duty shall be remitted to the Employer unless such duty is performed totally outside scheduled working hours for such employee. An employee released from jury duty prior to the end of the employee's scheduled workday shall report to work for the remaining hours after being given a reasonable period of time to change clothes to prepare for work duties, not to exceed two (2) hours, provided three (3) hours or more hours remain in the workday.

**Section 27.2:** Employees will not be entitled to paid leave, as described in this Article, when appearing before any court, authorized board of commission of the State, counties or local governmental agencies when such appearance is related to the employee's personal matters such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, workers' compensation, etc., or when appearing in any instance as contained herein as a result of the employees secondary employment. These absences may be charged to an employee's accrued vacation, personal or compensatory time. If an employee does not have any accrued time available the employee may then request an unpaid leave of absence in accordance with the provisions of Article 32 – Unpaid Leave.

## **ARTICLE 28 VACATION**

**Section 28.1:** All full time employees will, after completing one (1) year of service, according to the employee's original date of hire, or adjusted date of hire, be credited with vacation time as follows:

- A. Two (2) weeks of vacation for each employee who has worked one (1) year, but less than six (6) years.
- B. Three (3) weeks of vacation for each employee who has worked six (6) years but less than eleven (11) years.
- C. Four (4) weeks of vacation for each employee who has worked eleven (11) years but less than twenty-five (25) years.
- D. Five (5) weeks of vacation for each employee who has worked twenty-five (25) years or more.

**Section 28.2:** Vacation credits are not earned while an employee is in non-pay status or though the accumulation of overtime.

**Section 28.3:** An employee shall not be entitled to prior vacation service credit for tenure with the state or any subdivision of the State of Ohio prior to the employee's last date of hire with the Employer.

**Section 28.4:**

- A. Employees hired prior to 6-1-15, are grandfathered in into the current vacation policy. Vacation may accumulated for a maximum of three (3) calendar years. Any additional accumulation must be used in the year it is earned or be forfeited on the employee's anniversary date.
- B. Employees hired after 6-1-15, vacation leave should be taken by an employee within one (1) calendar year of the employee's anniversary date. However, upon written request, employees may be permitted to carry one (1) week of vacation into the next anniversary year. At no time will an employee be permitted to have more vacation than their current annual accrual plus one (1) week in their vacation bank. Any additional accumulation must be used in the year it is earned or be forfeited on the employee's anniversary date.

**Section 28.5:** Employees on vacation may be recalled to duty for emergency situations as determined by the Employer.

**Section 28.6:** Vacations shall be scheduled in accordance with the following procedures:

- A. All requests for vacation shall be submitted in writing to the Department Head/ Superintendent by March 1 for the calendar year. If the employee wants a copy of the vacation leave request form, the employee shall submit two copies of the form to the Department Head/Superintendent, who will return one (1) copy to the employee prior to the date the vacation leave is requested to begin.
- B. All vacation requests will be reviewed by the Department Head/Superintendent and approved or disapproved considering its effect of the workload requirements of the

department and the number of employees requesting the same vacation date(s). The Employer maintains the right to deny any vacation requests.

- C. If, prior to March 1 of each year, an excessive number of employees from the same department submit any leave requests for the same date(s), seniority will be utilized to determine the order in which requests are considered. Vacation requests submitted after March 1, will be considered on the basis of the order in which the requests are submitted.
- D. Employees must submit their written requests for vacation leave and have it approved by the Department Head/Superintendent, at least twenty-four hours preceding the date requested for the vacation leave to begin for less than three (3) days vacation or one (1) week prior to the date the vacation is requested to begin if requesting three (3) days or more vacation.
- E. The Department Head/Superintendent may approve vacation requests submitted with less advance notice in emergency or exceptional situations where the Department Head/Superintendent determines the employee was unable to provide the normal advance notice required.
- F. In the absence of the Department Head/Superintendent, vacation request may be approved by the Safety-Service Director following the same criteria as outlined herein.
- G. Any employee absent from work without receiving advance approval of the Employer will be considered absent without leave (AWOL) and will be subject to disciplinary action.

**Section 28.7:** Employees, who have completed at least one (1) full year of service with the Employer and who resign or retire, are entitled to compensation at their current rate of pay for any earned but unused vacation leave to their credit at the time of separation, up to the maximum permitted in accordance with Section 28.4.

**Section 28.8:** In the case of the death of an employee who has completed at least one (1) full year of service with the Employer, the earned but unused vacation leave credited to such employee shall be paid to the deceased employee's spouse or the estate if there is no surviving spouse, up to the maximum permitted in accordance with Section 28.4.

## **ARTICLE 29 HOLIDAYS**

**Section 29.1:** Full-time employees shall receive holiday pay as defined below for the following holidays, which shall be observed on the day indicated:

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve Day  
Christmas Day

If a holiday falls on a Sunday, it will be observed on the following Monday; if it falls on Saturday, it will be observed on the preceding Friday.

**Section 29.2:** If an employee is required to work on any of the recognized holidays listed above, he/she shall receive one and one-half (1 1/2) times his/her hourly rate for all hours worked during the holiday.

**Section 29.3:** To be eligible for time and one-half (1 1/2) pay for the time worked on a holiday an employee must complete his or her regular scheduled work shift and work his or her last regular scheduled work day prior to his or her first scheduled work day after the holiday unless the employee is on an authorized leave.

**Section 29.4:** If a holiday occurs while an employee is on any kind of paid leave, such day will not be deducted from the employee's paid leave balance.

### **ARTICLE 30 PERSONAL LEAVE**

Employees are entitled to thirty-two (32) hours of personal leave per year. New employees hired after January 1st will receive prorated days based upon their hire date for that calendar year. Leave shall be used in fifteen (15) minute increments. Scheduling of such days shall be subject to prior approval of the Department Head. Personal Leave shall be used in the calendar year received. Unused and/or unscheduled personal leave shall be cashed out at the rate at which it was earned during the first pay period that includes December 1st.

### **ARTICLE 31 UNION LEAVE**

Subject to the City's right to deny approval for leave as set forth in this Article, Local Union Representatives may attend the annual conventions of Ohio Council 8, the biennial conventions of AFSCME, AFL-CIO and/or Union trainings. Local Union Representatives may elect to utilize paid time off by scheduling vacation days or compensatory time, to take time off without pay to attend such events. Paid time to attend such events shall be limited to five (5) days per calendar year per Representative. Such paid time shall be used only for those days where such attendance occurs on a regularly scheduled work day. No more than two (2) Representatives may attend any one (1) event at a time, and the Representatives shall not be from the same department. No more than ten (10) total days per year for all Representatives shall be spent attending these events. The Union shall notify the City at least thirty (30) days prior to any representative's attendance at conventions and trainings. The City reserves the right to deny approval of leave for these events if the leave would result in inadequate staffing within a Department.

### **SECTION 32 UNPAID LEAVE**

**Section 32.1:** All bargaining unit employees who have completed their probationary period may request a leave of absence without pay. A leave of absence without pay is generally granted when an employee becomes ill or injured and exhausts all accumulated sick leave, vacation leave and personal leave. However, a leave may be granted for any other reason determined to be justified by the Employer. Approval for such request is solely at the discretion of the Mayor or his designee. Each request will be judged on its own merits. A leave of absence without pay shall not exceed six (6) months. However, a leave of absence without pay for purpose of education, training or specialized experience which benefits the City's services may be extended to not exceed two (2) years.

**Section 32.2:** Upon returning from an approved leave of absence, the employee shall be placed in the employee's original position, or another position in the same classification should the original position be unavailable. Should no similar position be available, the employee will be displaced from his original position and have rights under provisions in Article 17 – Layoff and Recall.

**Section 32.3:** Failure to return to work at the expiration of an authorized leave of absence without acceptable justification will be deemed a voluntary resignation effective as of the scheduled expiration of the authorized leave. Failure to use a leave of absence for the reasons stated in the request for leave may result in cancellation of the leave and appropriate disciplinary action.

**Section 32.4:** Sick leave, vacation leave, holiday pay and personal days are not accrued by employees while on an authorized leave of absence without pay. An authorized leave of absence without pay shall not be considered a break in service for seniority purposes.

**Section 32.5:** All requests for leaves of absence without pay shall be submitted to the Mayor or his designee on a Request for Leave Form indicating the specific reason for the requested leave with all supporting documentation attached.

**Section 32.6:** An employee shall not engage in gainful employment either in the service of another employer or through self-employment while on an unpaid leave of absence from the City.

**Section 32.7:** All unpaid leaves of absence are subject to the final approval of the Mayor.

**Section 32.8:** Employees interested in continuing health insurance benefits while on unpaid leave may be responsible for timely submitting the employer and the employee share of the insurance premiums. The employee's responsibility under this section is at the sole discretion of the Mayor or his designee.

### **ARTICLE 33 MEDICAL EXAMINATIONS AND DISABILITY SEPARATION**

**Section 33.1:** The Employer may require an employee to take an examination based on reasonable cause, conducted by a licensed medical practitioner, to determine the employee's physical or mental capability to perform the essential functions of the employee's classification. The cost of such examination shall be paid by the Employer. The Employer may place the

employee on paid administrative leave or reassign the employee while the employee is waiting for the examination and/or while the Employer is waiting for the results of the examination.

If found not able to perform the essential functions, the employee may request available sick leave, personal leave or vacation with the right to return within two (2) years. If the employee disagrees with the determination, he or she may be examined by a medical practitioner of his or her choice at his expense. If the two reports conflict a third opinion shall be rendered by a neutral party chosen by the Employer and the employee and paid for by the Employer. The physician shall limit the report to the issue of whether the employee is capable of performing the essential functions as identified by the Employer.

If the employee is found to be unable to perform the essential functions of his or her position and the employee does not have sufficient paid leave to cover the period of incapacity, the Employer may place the employee on unpaid disability separation. Such separation shall continue for a period of two (2) years unless the employee is certified as being able to return to work by a physician. If the employee is not able to return to work by the end of that two (2) year period, he or she shall be deemed permanently separated from employment with the Employer.

Regardless of whether the employee uses paid leave or is on unpaid disability separation, the Employer shall have the right to have the employee examined and certified as capable of performing all essential functions of the position prior to his/her return at the employee's cost.

**Section 33.2:** Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for termination.

#### **ARTICLE 34 HEALTH INSURANCE**

**Section 34.1:** During the term of the Negotiated Agreement, the health insurance board with the approval of City Council, shall establish the following for City employees: (1) the level of health insurance benefits; (2) employee premium costs, if any; and (3) employee deductibles and co-payments, if any. The level of benefits, costs, deductibles, and co-payments for bargaining unit employees will be the same as those for non-bargaining unit employees.

**Section 34.2:** The Union may appoint one (1) member from the bargaining unit to the health insurance board. All health insurance board members will have an equal vote except that City Council may appoint one (1) non-voting member to the health insurance board.

#### **ARTICLE 35 HOURS OF WORK/OVERTIME**

**Section 35.1:** This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of no layoff.

**Section 35.2:** Each employee's work schedule and days of work shall be determined by the Employer. The normal work schedule for full time bargaining unit employees shall consist of forty (40) hours of work performed or in active pay status in not more than five (5) consecutive days. The normal workday shall consist of eight (8) hours of work with a paid lunch scheduled at or near the middle of the shift.

**Section 35.3:** The workday shall include one fifteen (15) minute rest break during each half of the workday, as determined by the supervisor.

Employees whose schedule provides for a break, shall receive a fifteen (15) minute rest period during each one-half (1/2) shift. This rest period shall be scheduled by the Department Head, at the middle of each one-half (1/2) shift, and on the job site, whenever feasible. Work shall not be interrupted more than a total of fifteen (15) minutes for the purpose of this rest period.

Work breaks shall be planned so as not to unnecessarily disrupt the normal flow of work.

**Section 35.4:** Whenever the Employer determines that overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime. Overtime shall only be worked with prior supervisor approval. In emergency situations (as determined by the Employer), non-bargaining unit members may be used to assist bargaining unit members in resolving the emergency.

When an employee is required to work in excess of forty (40) hours during a seven day work period, the employee shall be paid overtime for such time over forty (40) hours at the rate of one and one half (1 1/2) times the employee's regular hourly rate of pay or receive compensatory time as set forth in this negotiated Agreement. For purpose of determining an employee's eligibility for overtime pay, all hours actually worked will be included.

**Section 35.5:** Employees must accurately document all hours worked. Employees must only document their own time and shall not document time for other employees. Failure to follow this policy is a falsification of records and is subject to immediate termination.

Employees on vacation, sick leave (for reasons other than their own illness/injury), or other leave may be offered overtime for water line break or snow removal, but shall not be penalized for refusing the overtime.

**Section 35.6:** Employees called in for overtime will be compensated a minimum of two (2) hours.

The minimum guarantee for water line break or snow removal or scheduled overtime shall not be applicable to work time which is contiguous to the employee's regular works shift.

**Section 35.7:** In the event that the City experiences a water line break or a need for snow removal in which the normal responsible department is incapable of fully responding, qualified employees will be called or reassigned to assist. Qualified employees, for the purposes of this section, refers to employees who have been trained in the necessary responding techniques and possess proper licenses, such as with the operation of snow plows. Call-ins will be made on a voluntary basis in

the order of seniority. If there are no volunteers, call-ins who can be reached will be made on a mandatory basis in the reverse order of seniority.

## **ARTICLE 36 COMPENSATORY TIME**

**Section 36.1:** The Employer and the employee may mutually agree, when overtime is worked and prior to the end of the pay period, that the employee will receive compensatory time in lieu of overtime pay. Compensatory time shall be on a time and one-half (1 1/2) basis for all hours of pay or work in excess of forty (40) hours per week and may be carried over into a new calendar year. With the exception of separation from employment, compensatory time cannot be converted or cashed out.

**Section 36.2:** Employees may accumulate up to sixty (60) hours of compensatory time. Any time earned in excess of the sixty (60) accrued compensatory hours shall be paid in cash at the applicable rate.

**Section 36.3:** The Employee must submit a written request to use accrued compensatory time at least twenty-four (24) hours in advance of the requested date except in emergency situations. Compensatory time off shall be used in fifteen (15) minute increments and subject to the approval of the Department Head based on operations requirements.

**Section 36.4:** Upon any separation of employment, employees shall be paid for their accrued but unused compensatory time at the rate in which it was earned.

## **ARTICLE 37 ON-CALL PAY**

**Section 37.1:** Employees who are required by the Employer to carry a cell phone and be on-call from Monday at 7:30 am until the next Monday morning at 7:29 am and shall be paid the sum of six (6) hours pay at their regular rate of pay. Employees assigned to on-call status shall remain on call as outlined above-unless the employee notifies the City of Delphos in advance of any changes or substitutions. Substitutions are the responsibility of the employee on-call. If a change is made, the original employee on-call shall notify the Department Head of the substitution. The City will only pay the originally assigned on-call employee and will not "split" on-call pay if substitutions are made.

**Section 37.2:** Hours spent on-call will not be regarded as working time and such hours will be excluded in calculating an employee's eligibility for overtime, however, the payment for on-call time will be included in the regular rate for computing overtime compensation under FLSA.

**Section 37.3:** Employees on call that are called in must clock-in within a reasonable time, not to exceed one (1) hour from the time was placed.

**Section 37.4:** In a department which does not have a regularly scheduled on-call person, in the absence of a supervisor, the City may require a bargaining unit employee to carry an on-call cell phone for seven (7) consecutive days are eligible for on-call pay.

## **ARTICLE 38 UNIFORM AND TOOLS**

**Section 38.1:** Employees shall be reimbursed up to \$500.00 per year for the purchase of uniforms or other job related items. Employees upon original appointment shall be reimbursed the sum up to \$650.00 for the purchase of uniforms and other job related items. All items must be pre-approved by the Safety Service Director.

**Section 38.2:** The sums in Section 1 above shall not be cumulative from calendar year to calendar year. The Employer shall provide each employee notice by November 1 each year of the employee's current remaining allotment. The allotment will not be on a cash basis.

**Section 38.3:** In the event the employee damages any civilian clothing or personal items (watch or eyeglasses) in the performance of their duties, the Employer will pay the actual cost of repair or replacement, if any, between the amount of reimbursement from Worker's Compensation. Such cost shall not exceed \$200.00.

**Section 38.4:** The annual reimbursement given to an employees as set forth, shall be considered available to cover ordinary wear and tear and replacement of the following uniform and other items of official clothing.

Sweatshirts and T. Shirts	Grey, blue, hi-vis, tan, green, white
Coveralls/bibs (insulated and non-insulated)	Grey, blue, black, tan, green
Coats	Grey, blue, black, tan, green, hi-vis
Rain Gear	Grey, blue, black, tan, green, hi-vis, yellow
Work Shirt (button down) short or long sleeve	Grey, blue, tan
Pants (uniform style or jeans)	Blue, black, grey, green
Insulated or waterproof socks	Insulated, waterproof
Work Gloves	Insulated, non-insulated, waterproof
Work boots	
Boot dryer	
Waterproof boots/waders	Overboots, knee boots, hip boots, chest waders

**Section 38.5:** Sweatshirts, t-shirts, coveralls, bibs and coats must be clearly marked "City of Delphos." These items must be in good conditions with no holes or tears. It is the discretion of the department advisor to approve replacement items.

**Section 38.6:** Administrative personnel will not be provided uniforms or a uniform allowance, but will receive five shirts that identify the "City of Delphos" annually.

**Section 38.7:** Upon separation of employment, all items purchased with City money which identifies the City must be returned.

## **SECTION 39 EXPENSE REIMBURSEMENT**

**Section 39.1:** Employees must obtain prior written approval from the Mayor or his/her designee for reimbursement of expenses, including mileage reimbursement. Approval will only be given if such expense is reasonable and a benefit to the City.

**Section 39.2:** Mileage will only be paid if a City-owned vehicle is not available for travel and will be paid at the IRS standard mileage reimbursement rate. Mileage reimbursement is to compensate for the cost of gasoline and wear-and-tear on the vehicle used for travel. Reimbursement will only be made to the owner of the vehicle, regardless of the number of employee occupants in the vehicle.

Reimbursement for expenses shall apply to:

- A. Mileage (if applicable)
- B. Lodging (if over 75 miles from City Building)
- C. Meals
  - Breakfast – if required to leave prior to 6:00 a.m.
  - Lunch
  - Dinner – if expected return is 7:30 p.m. or later
- D. Tolls/Parking

**Section 39.3:** Receipts – Receipts for all reimbursable expenses must be kept by employees and submitted with request for reimbursement. In all cases employees are expected to substantiate travel expenses with original receipts.

## **ARTICLE 40 DRIVER'S LICENSE REQUIREMENT**

**Section 40.1:** Certain bargaining unit positions require, as a minimum job requirement, motor vehicle operator's license or Commercial Driver's License. Any employee in such a position who fails to maintain the requirement, or who is subjected to a suspension or revocation of the requirement, shall immediately inform the Employer.

**Section 40.2:** Should an employee lose his/her driving privileges for work related duties, has one (1) year to get his/her license. During this time, while still employed by the City, the employee will be dropped to the lowest bargaining unit wage. Bargaining unit work that is available for which the employee is qualified will be made available to the employee to continue work at that wage rate. If the employee is unable to obtain his/her license within one (1) year, or receives notification that he/she will not be able to get his/her license within one (1) year, the employee will be terminated.

**Section 40.3:** Employees who drive City-owned vehicles are required to execute necessary forms to authorize the City to obtain driving records.

Employees who are either uninsurable through the City or whose cost of insurance through the City is significantly higher than other employees, and driving is a job requirement, are deemed unqualified to continue to fill their positions and will be terminated.

**Section 40.4:** Under no circumstances shall an employee operate a City vehicle without proper licensing credentials.

## **ARTICLE 41 OUTSIDE EMPLOYMENT**

**Section 41.1:** Full-time employment with the City of Delphos shall be considered an employee's primary occupation and take precedence over all other occupations. All employees shall not have other employment which represents a time conflict. A time conflict for purposes of this section exists when the scheduled work hours of a secondary job directly conflict with an employee's scheduled working or mandatory overtime obligation, if any, or when the demands of a secondary job prohibit adequate rest or otherwise affect the employee's job performance.

**Section 41.2:** No employee shall accept other employment that compromises the employee's position with the City through a conflict of interest. Employees will notify the City before accepting employment other than the employee's primary position with the City.

**Section 41.3:** No employee shall use Employer-owned uniforms or equipment in performing job duties of any secondary employment.

## **ARTICLE 42 CONTRACTING OUT**

The Union recognizes the right of the City to provide by contract for the delivery and/or performance of services normally provided by bargaining unit employees or to eliminate all or part of its work facilities. In the event the City decides to contract out or eliminate any of these services which will result in any bargaining unit member being laid off or terminated, the City agrees to discuss the decision with the Union.

## **ARTICLE 43 PAY CHECK/PAY STUB**

**Section 43.1:** There are normally twenty-six (26) pay periods per year each consisting of two (2) weeks. The bi-weekly pay period for employees begins at 12:01 a.m. Monday and ends at 12:00 midnight the succeeding Sunday.

**Section 43.2:** Pay checks shall be issued on Friday, one (1) week following the end of each two (2) week pay period. Pay advances are prohibited.

The Employer agrees to provide the following information with each employee's pay check stub:

Union Dues	Regular Hours	Overtime Hours
Holiday Hours	Compensation Time	Accrued Sick Leave
Vacation	Old Sick Leave	Personal Days

All other appropriate taxes and agreed upon deductions.

All employees are required to authorize their pay to be "direct deposited" to an approved financial institution of their choosing. Employees may submit written authorization for a department supervisor to obtain the employee's pay stub. Questions regarding pay should be directed to the Auditor's Office.

#### **ARTICLE 44 WAGES**

**Section 44.1:** The following pay shall be effective the first full pay period following the date the agreement is signed and shall remain effective through December 31, 2016.

	<u>Through 12-31-15</u>	<u>From 1-1-16 to 12-31-16</u>
Income Tax Administrator	\$17.57	\$17.92
Utilities Clerk	\$17.14	\$17.48
Water Operator 1	\$15.27	\$15.58
Water Operator 2	\$17.48	\$17.83
Wastewater Operator Level 1	\$15.27	\$15.58
Wastewater Operator Level 2	\$17.48	\$17.83
Maintenance Level 1	\$15.27	\$15.58
Maintenance Level 2	\$17.48	\$17.83
Park Maintenance Level 1	\$15.27	\$15.58
Park Maintenance Level 2	\$17.48	\$17.83

All employees new to the City of Delphos start at Level 1 of their respective positions (except Income Tax Administrator and Utilities Clerk). After serving three years in that Level 1 position, employees will be eligible to be moved to Level 2, at the discretion of the Mayor or his/her designee. Criteria for eligibility to be determined by the City will be reduced to writing and provided to the Union President.

**Section 44.2:** After the completion of one (1) year of service, employees shall be granted longevity pay of five cents (\$0.05) per hour of service. The longevity pay shall be added to the employee's base rates and therefore be used to compute an overtime pay.

**Section 44.3:** Employees shall receive an additional hourly wage for licenses that employees obtain, and are required by the City to maintain. Pay increases for licenses are effective on the effective date of the license.

	Class 1	Class2	Class3
Wastewater Operator License	\$0.50	\$1.00	\$1.50
Water Distribution	\$0.50	\$1.00	\$1.50
Water Operator	\$0.50	\$1.00	\$1.50
Sewer Operator	\$0.50	\$1.00	\$1.50
Sewer Collection	\$0.50	\$1.00	\$1.50
Pesticide or Herbicide	\$0.50		
Pool Operator	\$0.50		
Park Manager Degree	\$0.50		

The City encourages employees to obtain licensure that is not necessarily required for their position, but will only pay the additional hourly rate in this Section when the City requires it.

Employees who have effective licenses on or before June 1, 2015 are grandfathered and will continue to be paid this additional hourly wage, regardless of whether the license is required for the employee's position, so long as they maintain that license. The maximum that an employee may be paid is \$1.50 per hour total for all licenses held. Employees who have effective licenses on or before June 1, 2015, but the license lapses, will not receive the additional hourly wage set forth in this Section unless and the City requires it.

**Section 44.4.** In no event shall: (1) overtime accrue on overtime for the same hours worked; (2) premium pay or overtime be deemed part of the regular weekly wages; or (3) premium pay be considered a part of overtime.

**Section 44.5.** Upon successful re-certification of licensure the City will reimburse the employee for required hours/CEU's and testing costs.

## ARTICLE 45 WAIVER IN CASE OF EMERGENCY

**Section 45.1:** In the case of emergency declared by the President of the United States, the Governor of the State of Ohio, The Mayor of the City of Delphos, the Federal or State Legislation, such as acts of God and Civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for Employer replies on grievances
- B. Time limits for Union moving grievances to the next step in process
- C. All work rules and/or agreements and practices relating to the assignment of City employees.

**Section 45.2:** The City shall notify the Union president or designee when an emergency is declared and when it is terminated.

**Section 45.3:** Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with provision outlined in the Grievance Procedure, and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed when the emergency occurred.

**Section 45.4:** Upon the termination of the emergency, all work rules and/or agreements and practices relating to the assignment of City employees, shall be reinstated immediately.

**Section 45.5:** Upon declaration of an emergency the City shall make a concerted effort to follow the current contract.

#### **ARTICLE 46 SEVERABILITY/CONFORMITY TO LAW**

If any section or part of this Agreement is invalidated by operation of law or by order of a court of competent jurisdiction, or compliance with or enforcement of any Article or Section of this Agreement is restrained by a court, the remainder of this Agreement and any amendments shall not be affected and shall remain in full force and effect, unless the content of the Agreement as a whole indicates that another Section should be invalidated as well to conform to with the Employer's intent.

Should the above Section apply, the parties agree to sit down and discuss the impact of said changes to the bargaining unit.

#### **ARTICLE 47 DURATION OF AGREEMENT**

This Agreement shall become effective July 1, 2015 and shall remain in full force and effect until the 30th day of June 2018. The parties agree to a reopener on wages only (§44.1) in the third year. The Notice to Negotiate on the reopener shall be filed ninety (90) days before June 30, 2017. The Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin not later than seventy-five (75) days prior to the expiration/anniversary date of this Agreement.

**SIGNATURE PAGE**

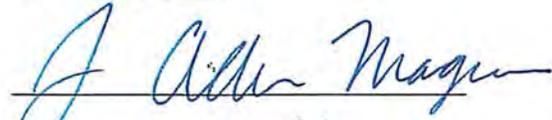
IN WITNESS WHEREOF, the parties have agreed hereto and sign this \_\_\_\_\_ day of September, 2015.

*Sam*  
October  
15

FOR THE CITY OF DELPHOS:

FOR THE AFSCME, OHIO COUNCIL 8,  
LOCAL 1002-1:

  
\_\_\_\_\_  
Mayor Michael Gallmeier

  
\_\_\_\_\_  
J. Allen Wagner

  
\_\_\_\_\_  
Shane Coleman, Safety Service Director

  
\_\_\_\_\_  
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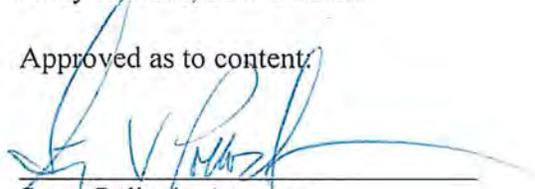
Approved as to form:

  
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Andy Khueve, Law Director

  
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Approved as to content:

  
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Stacy Pollock, Attorney