03-22-16
15-MED-05-0569
0122-05
K33343

# CITY OF ATHENS

# AND

# AFSCME LOCAL 2403(1)

Effective Dates:

August 23, 2015 through August 25, 2018

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE ..... 1
ARTICLE 2 - MANAGEMENT'S RIGHTS ..... 1
ARTICLE 3 - COOPERATION ..... 2
ARTICLE 4 - RECOGNITION OF UNION ..... 2
ARTICLE 5 - UNION BUSINESS AND RESPONSIBILITIES ..... 4
ARTICLE 6 - DISCIPLINE AND DISMISSAL PROCEDURES ..... 5
ARTICLE 7 - HOURS OF WORK AND OVERTIME ..... 6
ARTICLE 8 - TEMPORARY TRANSFERS AND PLUS RATING ..... 10
ARTICLE 9 - LATERAL TRANSFER ..... 11
ARTICLE 10 - POSTINGS AND PROMOTIONS ..... 11
ARTICLE 11 - SENIORITY ..... 12
ARTICLE 12 - LAYOFFS AND RECALL ..... 13
ARTICLE 13 - MILITARY LEAVE ..... 15
ARTICLE 14 - SICK LEAVE ..... 15
ARTICLE 15 - VACATIONS ..... 17
ARTICLE 16 - JURY AND WITNESS DUTY ..... 18
ARTICLE 17 - UNION LEAVE ..... 19
ARTICLE 18 - LEAVE WITHOUT PAY ..... 19
ARTICLE 19 - HOLIDAYS ..... 22
ARTICLE 20 - WAGES ..... 22
ARTICLE 21 - INSURANCE ..... 24
ARTICLE 22 - BULLETIN BOARDS ..... 26
ARTICLE 23 - GRIEVANCE PROCEDURE ..... 27
ARTICLE 24 - SAFETY ..... 29
ARTICLE 25 - LABOR-MANAGEMENT COMMITTEE ..... 30
ARTICLE 26 - SHIFT DIFFERENTIAL ..... 30
ARTICLE 27 - NO STRIKE OR LOCKOUT ..... 31
ARTICLE 28 - SPECIAL ASSIGNMENT ..... 31
ARTICLE 29 - SAVINGS CLAUSE ..... 31
ARTICLE 30 - COMMERCIAL DRIVER'S LICENSE ..... 32
ARTICLE 31 - MAINTENANCE OVERTIME ..... 38
ARTICLE 32 - RETIREMENT AWARENESS ..... 39
ARTICLE 33 - DURATION OF AGREEMENT ..... 39
ARTICLE 34 - NON-DISCRIMINATION. ..... 40
ARTICLE 35 - TOTAL AGREEMENT ..... 40
ADDENDUM # 1 ..... 41
ADDENDUM # 2 ..... 43
ADDENDUM # 3 ..... 44
ADDENDUM # 4 ..... 45
SIDEBAR AGREEMENT ..... 47
SIGNATURE PAGE ..... 48

## ARTICLE 1 – PREAMBLE

This Agreement entered into by the City of Athens, Ohio, hereinafter referred to as the Management, and the American Federation of State, County and Municipal Employees, Local No. 2403, and Ohio Council 8, AFL-CIO, hereinafter referred to as the Union, has as its purpose: To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the complete agreement between the parties, including the providing of an opportunity for Management and Union to negotiate as to wages, hours and conditions of employment as may be agreed upon by the parties and to insure the right to every bargaining unit employee of fair and impartial treatment.

## ARTICLE 2 - MANAGEMENT'S RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Management reserves and retains solely and exclusively all of its rights of authority, as such rights existed prior to the execution of this or any other Agreement with the Union, including, but in no way limited to, these rights:

A. To establish training programs and upgrade requirements for employees within the City of Athens;

B. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the function and programs of the City of Athens, standard of services, its overall budget, utilization of technology, and/or organizational structure;

C. To direct, supervise, evaluate, and/or hire employees;

D. To maintain and improve the efficiency and/or effectiveness of governmental operations;

E. To determine the methods, process, means, and/or personnel by which governmental operations are to be conducted;

F. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

G. To determine the adequacy of the work force;

H. To determine the overall mission of the City of Athens as a unit of government;

I. To effectively manage the work force;

J. To take actions to carry out the mission of the City of Athens as a governmental unit.

## ARTICLE 3 - COOPERATION

The Management and the Union shall work together in the interest of maintaining and improving efficiency in all municipal operations, the conserving of materials, supplies, equipment and the improvement in quality of workmanship and services. It is the express goal of the Management and the Union to improve productivity.

## ARTICLE 4 - RECOGNITION OF UNION

### Section 1. Bargaining Rights

Athens City Employees, Local No. 2403, Ohio Council 8, A.F.S.C.M.E., AFL-CIO, is hereby recognized as the sole and exclusive bargaining agent for the bargaining unit as hereinafter defined.

### Section 2. Unit Defined

The bargaining unit shall consist of all employees assigned to classifications listed in Addendum #1.

### Section 3. Exclusions

All employees whose classification is not listed in the addendum shall be excluded from the bargaining unit.

In addition, the following groups of employees are excluded from the bargaining unit:

A. Those classes which, on the effective date of this Agreement, are represented by other established bargaining agents.

B. New employees, during the first one hundred fifty (150) calendar days of their probationary period, and said new employee shall not be permitted dues deduction until after one hundred fifty (150) days.

C. Temporary, seasonal and part-time employees.

D. Confidential, management and supervisory employees, as defined by Ohio's collective bargaining law.

### Section 4. "Employee" Defined

The term "employee" or "employees," as used in this Agreement, shall refer to those persons included in the bargaining unit.

### Section 5. Union Dues

A. The City agrees to deduct monthly union dues from the wages of employees upon receipt of written authorization signed by an employee for that purpose. Once authorized by the employee, union dues deduction shall be irrevocable for the term of this Agreement.

B. Total Union dues and initiation deductions are payable each month to the Controller, Ohio Council 8, AFSCME. Such deductions and an alphabetical list of names of all employees whose dues and/or fees have been deducted shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made.

C. All employees in the bargaining unit covered by this Agreement, who are members of the Union as of the date of this Agreement, and all future employees in the bargaining unit who become members of the Union, shall, for the term of this Agreement, continue to be members of the Union.

An employee shall have the right to revoke dues authorization by submitting a signed, written revocation authorization to the City Auditor, effective only with the expiration date of the Agreement.

The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and Union jointly).

Section 6. Fair Share Fee

All Bargaining Unit employees who do not become members in good standing of the Union are required to pay a fair share fee to the Union as a condition of employment. This condition is effective sixty-one (61) days from the employee's date of hire, or the date this Agreement is signed by the parties, whichever is later.

The fair share fee amount will be certified to the Employer by the Union. The deduction of the fair share fee from any earning of the employee is automatic and does not require a written authorization for payroll deduction. The deduction of fair share fees will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council 8.

Payment to the Union of fair share fees deducted will be made according to the same provisions of the Agreement that govern the payment to the Union of the regular dues deductions. The payment will be accompanied by an alphabetical list of the name, social security number and current address of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had Union dues deducted.

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, PO Box 65334, Washington DC 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues deductions.

## ARTICLE 5 - UNION BUSINESS AND RESPONSIBILITIES

Section 1. The Union shall provide to the Human Resource Director official roster of its officers and representatives of Ohio Council 8, local officers, and other local representatives after each annual election and whenever a change has occurred, which shall include:

A. Name
B. Address
C. Home phone number
D. Department and/or employer
E. Immediate Supervisor
F. Union Office held

Section 2. A representative of Local 2403 and/or a representative from Ohio Council 8 has the right to represent an employee(s) in disciplinary and grievance hearings, scheduled negotiations, and Management/Union meetings involving City-Union matters, further provided the representative of Local 2403 will be permitted consultation with an Ohio Council 8 representative. All other union business will be accomplished by the representative of Local 2403 and/or representatives of Ohio Council 8 in a non-city pay status.

The representatives of Local 2403 are required to maintain a record of the authorized time spent on such activities and must submit records of such time spent to the Human Resource Director by the 10th of the month following such activity. In no event will Management capriciously deny authorizing reasonable time for the investigation of filed grievances by a representative of Local 2403.

Section 3. The number of stewards shall not be more than five (5), consisting of one (1) from the Water Treatment Plant, one (1) from the Waste-Water Treatment Plant, one (1) from the West State Street Service Garage, one (1) from Water and Sewer Maintenance and one (1) from the uptown municipal complex.

Section 4. The stewards' names and departments shall be furnished to the Human Resource Director by the Union and be kept current at all times. If a steward's name is not listed, he will not be granted time away from his job.

Union business other than that listed in Section 2 or 5 of this Article shall not be conducted by a representative of Local 2403 on City time unless otherwise approved by Management; and any such Union business authorized under this Article shall not interfere with

the work assignment of the representative(s) of Local 2403 involved, or the work assignment of any other employees.

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

Section 6. A representative of Ohio Council 8 may consult with employees in the assembly area, designated by the Management, before the start of, and at the completion of, the day's work, and he shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of the Agreement. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.

Section 7. The President or Vice President of the Union shall have the same privileges accorded to the Steward for purposes of coordinating and expediting grievances, except that said Union officials shall not be accorded these privileges simultaneously.

Section 8. Administrative leave, at the rate of one-half (1/2) pay per each day of leave, shall be granted for one delegate from Local 2403 to attend Union seminars. Such leave shall not exceed six (6) days per calendar year, and shall be permitted with the prior approval of the Service-Safety Director.

## ARTICLE 6 - DISCIPLINE AND DISMISSAL PROCEDURES

Section 1. When a supervisor suspends, reduces or dismisses an employee, such employee may be conditionally suspended pending a mandatory hearing thereon. Such employee, and the Union, shall thereafter be given or mailed notice of such suspension, reduction, or dismissal. Such notice shall be in writing and state the reasons therefore and set the time and place for a hearing before the appropriate Management representative or his designee, and shall be sent within a reasonable period of time after the employee is alleged to have committed an offense.

Section 2. At any time a supervisor conducts a disciplinary meeting with an employee wherein disciplinary action of record (written reprimand, suspension, reduction or dismissal) is likely to result, the supervisor shall give notice to the employee 24 hours prior to such meeting of the employee's right to have a steward present. At any time a supervisor conducts a disciplinary meeting with an employee, the result of which will be a written warning or a written memorandum of an oral reprimand is to be placed in the personnel file, the supervisor shall give notice to the employee of his/her right to add comments to the written warning or memorandum. Upon request, the employee shall have the right to have a Union steward present.

Section 3. All discipline shall be for just cause. Any disciplinary action of record may be appealed by the employee through the grievance and arbitration procedure set forth in this Agreement, introduced at Step 3.

Section 4. Absence for three (3) consecutive work days without notifying the appropriate Department Head or his designee, may be deemed a voluntary quit and waiver of any appeal rights provided by the Revised Code of Ohio or this Agreement.

Section 5. Upon written request by the employee, written warnings, written memoranda of oral reprimands and written reprimands will be removed from employees' personnel files eighteen (18) months after the effective date of the reprimand, providing there is no intervening written notice of disciplinary action during the eighteen (18) month period.

Section 6. Upon written request by the employee, records of suspensions will be removed from an employee's personnel file thirty (30) months from the date of suspension, provided there are no intervening disciplinary actions against the employee during the said thirty (30) months.

Section 7. In imposing disciplinary action on a current charge, Management shall not consider disciplinary actions which are to be removed under the provisions of paragraphs 5 and 6 of this Article, regardless of whether or not the employee has requested their removal.

## ARTICLE 7 - HOURS OF WORK AND OVERTIME

### Section 1. Schedule of Hours

The normal schedule of hours shall consist of eight (8) hours per day, five (5) consecutive days per week, Monday through Friday, except:

A. Where there is a continuous twenty-four (24) hour per day operation.

B. Where there is a continuous seven (7) day per week operation.

C. Where the normal schedule of hours is ten (10) hours per day.

D. For those employees in the classification of Parking Enforcement Officer.

E. For those employees who have other than a Monday through Friday normal work week as a condition of their initial employment.

There is no guarantee of a forty (40) hour work week.

### Section 2. Changes in Regular Work Schedule

If the union believes that a proposed or actual change in the regular work schedule of a member is arbitrary or discriminatory, it may request a conference with the appropriate work supervisor to review the matter. If said matter is not resolved to either the satisfaction of the City or the Union, then it may be submitted as a grievance.

### Section 3. Pay for Overtime

A. All hours worked in excess of a scheduled work shift or forty (40) hours in one (1) week shall be paid at one and one half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Fair Labor Standards Act. Overtime shall be computed to the nearest half hour.

B. Work performed on the sixth (6th) consecutive day of the work week shall be compensated at one and one half (1½) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Fair Labor Standards Act., and work performed on the seventh (7th) consecutive day of the work week shall be compensated at two (2) times the employee's regular straight-time hourly rate, including longevity, shift differential, education or other items afforded by the Fair Labor Standards Act.

C. No employee's posted regular work shift shall be changed to avoid the payment of overtime provided that this section shall not be applicable to regularly scheduled rotations of shifts in multiple shift work cycles. Mechanics will maintain their regular schedule and perform operator duties on an overtime basis.

D. For the purpose of this section, the work week for employees whose normal work week is different than the regular Monday through Friday schedule shall be considered to begin on the first day the employee begins work after his/her two day "weekend". (e.g., Tuesday would be the first day of the work week for a Tuesday through Saturday schedule, Sunday would be the sixth day and Monday would be the seventh day.)

E. There will be two relief operator/plant mechanics in each plant. Plant relief operators will be assigned to day shift, except when a vacancy occurs on another shift or when an employee is absent from another shift. When it is necessary to assign a relief operator to a different shift, the relief operator will be given a minimum of 48 hours notice. The City agrees not to assign the relief/operator or plant mechanics no more than 50 shifts per operator per calendar year.

Section 4. Pyramiding

There shall be no pyramiding of premium pay for the same hours worked. Overtime worked in a given work week shall not project into a subsequent work week for determination of sixth or seventh day for payment purposes.

Section 5. Equalizing Overtime

A. Overtime rosters shall be posted in all departments illustrating the total number of overtime hours worked by each employee or offered to each employee.

B. Employees within the same department and with the same work assignment shall have an equal opportunity to earn overtime pay. The opportunity for overtime work shall be computed by totaling overtime earned plus overtime offered but declined.

C. On each occasion, the opportunity to work scheduled overtime shall be offered to the employee within the Job Classification who has the least number of overtime hours to his credit at that time, which shall include emergency overtime. If this employee does not accept the assignment or cannot be contacted, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. If an employee turns down overtime or

cannot be contacted, the number of hours offered to him shall be credited to his overtime hours.

D. Each department shall post a roster for voluntary overtime callout on a monthly basis. All employees will be assumed to be signed up for voluntary overtime unless he/she removes his/herself for a designated period of time he/she designates in a written notice given to the supervisor. If an employee consistently refuses overtime, he/she will be asked to verify his/her desire to work overtime. Emergency overtime shall be administered using the same callout procedure as listed above provided that employees who are called out to work must have the ability to do the work. New employees and employees who remove themselves from the voluntary roster and subsequently return to the roster shall be credited with the maximum number of hours and placed last on the roster.

Section 6. Overtime Scheduling

A. In the event overtime becomes necessary for the midnight shift at the Water or Wastewater treatment plants, employees who work overtime and miss their regular day shift shall take appropriate leave time subject to management approval.

B. Where practical, overtime shall be administered on a voluntary basis; otherwise, it shall be mandatory that each such employee scheduled or otherwise directed to work overtime must perform the job assignment within his given classification. Exception to the application of mandatory overtime may be permissible when a valid, reasonable request is made by an employee. Mandatory overtime rotation shall be in reverse order by seniority.

C. When overtime is necessary at the end of a day for the completion of a job by an auto mechanic, the overtime shall be offered first to the mechanic who has worked on the job through the day, regardless of his/her position on the overtime roster.

Section 7. Rest Periods

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever feasible.

Employees who are scheduled to work more than one (1) hour beyond their regular quitting time shall receive a fifteen (15) minute rest period prior to commencing work for such overtime hours. Thereafter, employees shall be granted additional thirty (30) minute rest periods for each block of subsequent four (4) overtime hours worked.

Section 8. Call-in Pay

Call-in pay is payment for work performed by an employee who has been recalled to work at a time disconnected from normal work hours. Work done in this manner shall be in accordance with Section 3, Article VII of this Agreement and shall be subject to a minimum of three (3) hours' pay (two hours at a pay rate of time and one-half).

Section 9. State of Emergency

If a State of Emergency is declared by the Mayor of the City of Athens or Athens County Sheriff and "Non-Essential Personnel", are directed by the City administration not to report to work, they shall be paid their regular rate of pay for all regular work hours missed. "Non-Essential Personnel" are defined as all bargaining unit employees in the following classifications:

| | | |
|---|---|---|
| Parking Enforcement Officers | Meter Repairer | Custodian |
| Maintenance Specialist I | | |

"Essential personnel" who are unable to report for duty shall have the option to use accrued vacation time. All such hours shall be considered as time worked for the purpose of computing overtime pay.

Payment for designated "Essential Personnel" who are directed to report to work in such circumstances shall be on a premium basis of two (2) times their hourly rate for all hours worked during their regular shift during the term of the declared emergency by the Mayor or Athens County Sherriff. Payment for all hours, other than regular shift schedule, shall be in accordance with the provisions of this contract.

Section 10. Compensatory Time

A. Employees may convert up to a maximum of 160 hours of overtime to 240 hours of compensatory time. Time will accumulate at the rate of one and one half hours for each overtime hour worked or appropriate overtime rate worked. Upon separation of service for any reason, members shall be paid at their current rate of pay for all accumulated hours of time. When a member dies while in paid status in the City service, any unused compensatory time shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

B. Compensatory time may be used in one hour minimum segments with supervisor approval. Request for the use of compensatory time must be submitted two work days in advance and be approved by the supervisor or his designee. The supervisor or his designee may waive the advance notice.

C. Employees shall, at the time they work in an overtime capacity, declare whether they desire overtime or compensatory time. Compensatory time payout will be based on the balance as of the first full pay period in January and will be paid the first pay period in February. The compensatory time shall be paid at the current rate of pay for the final pay period of the year in which the compensatory time was earned. Compensatory time payouts will be processed on amounts accrued at five hours or more. Any time under five hours will be rolled over.

D. Parking Enforcement Officers and Meter Repairers shall accumulate compensatory time as outlined in Sections A, B and C above, however, compensatory time payout will be based on the balance as of the first full pay period in September and will be paid the first pay period in October . The compensatory time shall be paid at the current rate of pay for the final pay period of the contract year in which the compensatory time was earned. Compensatory

time payouts will be processed on amounts accrued at five hours or more. Any time under five hours will be rolled over.

Section 11. Pay Checks

Effective with new hires, employee checks are direct deposited only into account(s) designated by the employee. Check stubs are accessible online at the e-mail address provided by the employee.

The Auditor's Office can deposit any portion you choose into separate checking or savings account an employee designates. Paychecks can be deposited into as many as four different accounts at four different locations.

## ARTICLE 8 - TEMPORARY TRANSFERS AND PLUS RATING

Section 1. Purpose

While Management has the authority to make work assignment within given classifications, the purpose of temporary transfers and plus rating is to afford Management a method of meeting the requirements of production due to temporary absence of an employee or to fill an opening temporarily pending a permanent filling of such opening or temporarily increased workload not to exceed thirty (30) days. An opening, as used herein, is a vacant position that has been duly authorized for filling by the appropriate Management official(s). No position shall be deemed to be an opening when an incumbent employee is on an authorized, paid leave.

Section 2. Payment

Employees required to work and substantially perform the job duties of a higher classification on temporary basis will be paid at the higher rate at any time they are required to work and substantially perform the job duties in a higher classification for more than four (4) hours in a work day. Payment shall be made at the higher rate for the higher assigned classification that results in a one-step increase but no less than the minimum rate for the higher classification. Employees who are transferred temporarily to a lower rated classification shall retain the rate of pay of the assigned employee's permanent classification. Supervisors will not assign work requiring the performance of other job duties in a higher classification for periods of less than four (4) hours for the purpose of avoiding payment of plus rate.

Employees not qualified for plus rating because of lack of experience may be assigned to the higher classification without plus rating for purposes of training. Such training shall not be more than eighty (80) hours. Training programs in excess of eighty (80) hours shall be mutually agreed upon. This article will not apply to employees entered into a formal training program as determined by the Personnel Director.

Section 3. Assignment Procedure

In making such transfers, Management may select the employee to be transferred without regard to seniority or certification to complete a maximum of five (5) shifts. Thereafter, the transfer to such work shall be based on division seniority as defined in Article 12. After

following the posting procedure of Article 10, the assignment(s) shall be given to the more senior eligible employee having division seniority requesting the assignment. If there are no employees following the aforementioned posting procedure, the assignment(s) shall be given to the least senior eligible employee having a division seniority.

Section 4. Inspector Assignment

When an employee is assigned the duties of Inspector on major projects performed by an outside contractor, the employee shall receive one-half hour of overtime at the rate stated in Article 7, Section 3 of this contract, for each eight (8) hour day. This payment shall be in addition to any overtime hours actually worked. The Service-Safety Director shall designate which projects qualify for inspector pay. In order to receive inspection pay, the employee must work eight (8) consecutive hours of assigned inspection duties.

## ARTICLE 9 - LATERAL TRANSFER

An employee shall have the right to exercise his job classification seniority to transfer to an available vacant position within the same classification, with a different work reporting location and/or shift within the same division, if the employee is able to perform the physical and/or specialized requirements of the work involved. If any shift position is vacated by an employee at the Water Treatment Plant or Waste Water Treatment Plant, lateral transfer means the first opportunity for the open shift position replacement shall be filled by the most senior qualified employee within the plant. These plant transfers will occur within 90 days. They also do not required external posting. If a shift is not taken by an employee within the plant, the open position will follow the regular Posting & Promotion procedure as stated in Article 10 of this labor agreement. If the Human Resources Director determines that all other lateral transfers would substantially impair the efficiency of the employee's present division, the lateral transfer may be delayed for a reasonable period of time. Only one transfer to another shift or another reporting location shall be permitted in any twelve (12) months. An employee who desires such a transfer shall make a written request therefore and deliver the same to his immediate supervisor and the Union. Employees shall not be permitted to transfer during the first twelve (12) months of employment.

Once an employee accepts the transfer and is transferred to the new position, that employee will serve a one hundred fifty (150) day probationary period.

## ARTICLE 10 - POSTINGS AND PROMOTIONS

Section 1. Posting

In the interest of promoting career employment, all job openings within the bargaining unit shall be posted in all departments for minimum of five (5) shifts of the open position before filling the position. Such posting shall contain the minimum qualifications, a description of duties, the hours per day, days per week and the hourly rate range assigned to the position.

Interested, full-time, permanent employees may apply for an identical lower-rated or higher-rated classification and be considered for the opening by notifying the Human Resources Director or designee, in writing, during the posted period.

Section 2. Selection of Applicant

The City shall select the employee applicant with the greatest bargaining unit seniority who possesses the qualifications necessary for the position, provided the City reserves the right to determine reasonable qualifications necessary for a position, and to test for the position if it is deemed appropriate. Testing will be uniformly applied in the same or similar situation.

Section 3. Rate Retention

Employees who are promoted as a result of utilizing the procedure contained in this Article shall be placed in the step of his new classification that is closest to the employee's former hourly rate, which results in an increase in hourly rate, provided no employee may exceed the maximum step of a classification. An employee who is appointed to an identically rated classification shall retain his/her hourly rate. An employee who successfully bids to lower rated classification shall be placed in the same step as in his/her previous classification and shall serve one (1) year in said new classification step.

Section 4. Notification

As soon as practical, but in no case exceeding thirty (30) days after the posting deadline, Management agrees to notify, in writing, all applicants of Management's decision concerning the selection of an applicant.

## ARTICLE 11 - SENIORITY

Section 1. Definitions

A. Classification seniority is the length of service of an employee, while in a paid status in a specific classification of the City, inclusive of his probationary period, provided such probationary period has been satisfactorily completed.

B. Divisional classification seniority for vacation purposes shall be as follows: Water Crew, Sewer Crew, Street Crew, Water Treatment Plant, WasteWater Treatment Plant, Lands and Buildings, Recreation, and Parking Enforcement

C. Bargaining unit seniority is the period of continuous length of service as an employee covered by this contract, as determined by the provisions of Section 3 of this Article.

D. City wide seniority is the period of continuous length of service as an employee of the city, as determined by the provisions of Section 3 of this Article.

Section 2. Probationary Period

All new employees shall be considered probationary employees until they have completed one hundred fifty (150) calendar days of employment. Likewise, no other appointment shall be deemed to be complete until the appointed employee has satisfactorily completed one hundred fifty (150) calendar days of employment in his classification. Probationary period shall begin on the first day the employee begins work on the job to which he

has been appointed. Probationary period shall apply to new hires, promotions and lateral transfers. An employee who fails to complete his/her probation shall be returned to his/her former position. New employees shall not have the right to grieve dismissal during their 150 day probationary period.

Section 3. Date of Seniority

Upon completion of the probationary period, and if retained in service, the employee's seniority shall be computed as of his date of hire. If an employee is discharged or quits and is later rehired within one (1) year, his seniority shall be continuous but recalculated to subtract the period of his interrupted service.

Section 4. Seniority Lists

Seniority lists shall be maintained and be brought up to date, posting new lists in all departments during January and July of each calendar year of this Agreement's existence. Seniority lists shall contain the name, job classification, department, date of classification entry and date of last hire of all employees in the bargaining unit.

Section 5. Vacation Preference

Divisional seniority shall be used for the purpose of exercising vacation preference in accordance with divisional practices and for the exercise of rights as granted in Article 9, Lateral Transfer.

Section 6. Continued Accumulation of Seniority

An employee who is unable to work because of City service-connected disability shall accumulate seniority during this period of sickness or disability not to exceed one (1) year's duration, unless otherwise extended, or provided such employee continues to be employed by the City.

Section 7. Tie Breaker

If two or more employees have the same date of hire, the employee with the earliest date of birth shall be the most senior.

## ARTICLE 12 - LAYOFFS AND RECALL

Section 1. Layoff

When the City determines that it is necessary to reduce the work force due to lack of work or funds, the City shall notify the Union at least ten (10) calendar days prior to any such reduction. Upon such notice, the Union and the City shall meet to discuss layoff and/or a reduction in the work week. When the City has made a decision concerning layoff and/or reduction in the work week, it shall provide to the Union a list of employees to be displaced and a current seniority list.

Section 2. Order of Layoff

If reduction in the work force is deemed necessary by the City in an affected classification, the following order of layoff shall prevail:

a) casual and intermittent employees;
b) temporary employees;
c) part-time employees;
d) employees serving in a new-hire probationary status.

Thereafter, any additional reduction of the work force shall be made in the inverse order of classification seniority of the remaining employees in the affected classification (least classification seniority employees first).

Section 3. Bumping Rights

An employee who is displaced from his/her classification by a reduction in the work force, may within five (5) days of his/her notice of layoff, exercise his/her bargaining unit seniority to bump the employee with the least bargaining unit seniority in the same grade rated classification or the employee with the least bargaining unit seniority in a lower grade rated classification. Bumping is limited to employees within the bargaining unit covered by this Agreement and is subject to the employee being qualified and physically able to perform the work of the job he/she seeks to obtain by bumping.

Section 4. Waiver of Bumping Rights

In the event an employee does not desire to take any of the positions to which he is entitled under the layoff procedure, he can elect in writing to take a layoff without impairment of his recall rights under Section 5 of this Article.

Section 5. Recall

Prior to any job posting, employees displaced from their classification through a reduction in the work force, shall be recalled in the order of their classification seniority (most senior laid off employee recalled first) to:

a) the employee's original job classification held prior to layoff;

b) any vacancies which occur in the classification for which the employee is qualified and physically able to perform;

c) any other available job classification for which the employee is qualified and physically able to perform provided there is no other employee laid off in that job classification described in Section 3 above.

Section 6. Notice

The City shall provide written notice of recall to the affected employees, by Certified Mail, to the employee's last known address. It shall be the responsibility of each employee to keep the Human Resource Director informed of his/her current residence or mailing address. The laid-off employee shall have fifteen (15) calendar days after mailing or dispatching of said notification in which to exercise his/her rights to recall. After the expiration of this time, the next

employee in line on the eligibility register shall be notified in accordance with the above paragraph and be given his right to recall.

The employee who has properly notified the Human Resource Director, must report to work within five (5) days, or at the discretion of the Service-Safety Director. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility register shall be notified.

Laid-off employees shall have recall rights for one (1) calendar year from the effective date of layoff.

Section 7. Retention in Case of Equal Seniority

Should two (2) or more employees affected by a reduction in the work force have the same seniority, the retention shall be determined as prescribed by Article 11, Section 7, provided the older employee is qualified for, and physically able to perform the work in the job to which he seeks to bump.

## ARTICLE 13 - MILITARY LEAVE

Eligible City employees will be granted Military Leave of Absence in accordance with Ohio Revised Code Section 5923.05.

## ARTICLE 14 - SICK LEAVE

Section 1. Accumulation

An employee in the service of the City shall accumulate sick leave at the rate of four and six-tenths (4.6) hours per two (2) week pay period. All sick leave shall be charged in multiples of one (1) hour. Sick leave shall accumulate without limit for use purpose.

Section 2. Conversion

An employee who retires shall be eligible for liquidated sick leave pay on a four (4) to one (1) ratio of accumulation to pay basis. The maximum accumulation that may be converted is limited to nine hundred sixty (960) hours. No reimbursement shall be made to an employee with less than twenty-four (24) work days accumulated sick leave credit.

On or before October 30th of each year, an employee may elect in writing to the Human Resource Director to receive cash payment for those hours accumulated in excess of 960 hours but less than 1200 hours on a four (4) to one (1) ratio of accumulation to pay basis. Payment shall be made on the first pay date in December.

Section 3. Leave Without Pay

After an employee has exhausted all sick leave and is still unable to perform his/her normal duties, for other than a service connected disability, he/she may request a leave of absence without pay. Such request shall be submitted in writing to the Service-Safety Director, along with medical evidence of disability, which is acceptable to the Service-Safety Director.

Such leave may be approved for up to thirty (30) calendar days. Extensions may be requested in the same manner as the original request and may be approved for periods of up to thirty (30) calendar days. However, no leave hereunder shall exceed a total of one hundred eighty (180) calendar days. The City shall continue to pay their share of the medical insurance cost. This benefit shall only be offered during the time an employee is actually on an approved leave of absence. At the end of one-hundred eighty (180) days, medical insurance benefits shall terminate in accordance with COBRA regulations.

To continue to receive medical benefits, an employee on leave without pay must continue to pay his/her medical premium. The premium is due the second check date of each month and must be written as a separate check to the City of Athens. Employees will be provided with the dollar amount of the premium along with a payroll calendar to determine future payment dates. Payments are to be mailed to the Human Resources Director at the City Building. For all other payroll deductions (including dental, vision, and Community Center dues), the employee will be provided with contact information for all respective companies and advised to reach out to representatives to discuss future payment options. For union dues, employees will be asked to contact their union president or union representative about future payments.

Section 4. Granting of Sick Leave

An employee may use sick leave:

A. In case of his/her own illness, injury or exposure to a contagious disease and for medical, psychological, dental or optical examinations by an appropriate practitioner of an employee, or a member of the employee's immediate family when actually accompanied by the employee or when the employee's presence is required in the home.

B. For attendance upon members of his/her immediate family whose illness or injury requires the care of the employee. "Immediate family" shall mean husband, wife, child, stepchild, parent, mother-in-law, father-in-law, stepparent, brother, or sister, brother-in-law or sister-in-law, grandchild, grandparent or any person that took the place of natural parents of the employee. Proof of relationship and illness or injury may be required by Management as a condition of granting such leave.

C. Any employee in an active work status and who does not utilize any of his/her sick leave for any ninety (90) day consecutive calendar day period, shall be entitled to one paid absence day. Paid absence days off must be requested in the same manner as a vacation request and are subject to approval based upon the work load requirements of the employer. The ninety (90) calendar day consecutive period begins the first day following the last incident of sick leave usage and ends ninety (90) calendar days later. Paid absence days must be taken within one year of the date of earning and are to be deducted from sick leave.

Section 5. Funeral Leave

Up to three (3) days of accumulated sick leave, vacation or compensatory time may be used to attend the funeral of a member of the employee's immediate family as defined in

Section 4 above. Proof of death and relationship of the deceased must be furnished upon the request of the Human Resource Director. A regular, full-time employee may be granted an additional two (2) days leave of absence on a leave without pay basis. Employees may use paid vacation time if more time is required to attend to the arrangements or travel.

Section 6. Donation of Sick Leave

An employee may donate up to a maximum of eighty (80) hours of accumulated and unused sick leave each calendar year to other employees so long as the recipient's absence otherwise qualifies as an event under family medical leave and has exhausted all available sick leave, vacation leave and compensatory time and the donating employee has a minimum bank of one hundred sixty (160) hours of accumulated and unused sick leave after the donation. The employee receiving the donation of leave must be on a leave of at least one hundred sixty (160) hours or longer. Nothing in this section prohibits an employee from donating up to a maximum of eighty (80) hours to multiple employees each year. Requests for donations will not be accepted before an employee has used all available paid leave. Once sick leave has been donated from one employee to another, whether the donation is used in its entirety or not, the donation is final.

## ARTICLE 15 - VACATIONS

Section 1. Employees who have had a length of continuous service specified in the table below shall receive the corresponding vacation at their basic rate of pay:

One (1) year, but less than eight (8) years:
two (2) weeks (80) hours

Eight (8) years, but less than fifteen (15) years:
Three weeks (120 hours)

Fifteen (15) years, but less than twenty-five (25) years:
Four weeks (160 hours)

Twenty-five (25) years, or over:
Five (5) weeks (200 hours)

Employees shall receive an additional 40 hours of vacation at the beginning of each new vacation accrual rate.

Section 2. The vacation period shall extend throughout the calendar year.

Section 3. If an employee is laid off, terminated, resigns or retires, he/she shall be entitled to, and receive payment for all accrued and unused vacation leave to his/her credit at the time of separation.

Section 4. Employees shall be able to accumulate vacation credits up to three (3) years.

Section 5. Vacation will be taken at the time most desired by the employee who will indicate his/her choice of vacation time off and will be by seniority. All employees shall notify

the City in writing, no later than March 15, of their vacation preferences. The City, however, reserves the final right to allocate vacations.

Section 6. Vacations will be taken in the amounts desired by the employee, subject to staffing requirements of the City, in increments of at least one (1) week, except that under special circumstances, the City may honor an employee's request in writing for vacation in increments of one (1) day. The minimum chargeable vacation increment shall be one-half (½) day increments. All such requests shall require a two (2) day notification.

Section 7. A vacation period, once determined, may not be changed or postponed, except with the approval of the supervisor and for good reasons considered by the authorized representative of the City to be good and sufficient.

Section 8. If a holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw eight (8) hours of regular pay and shall not be charged for sick leave or vacation for the holiday.

Section 9. No employee shall be required to give a reason for taking vacation time.

## ARTICLE 16 - JURY AND WITNESS DUTY

### Section 1. Jury Duty

An employee required to serve on a jury before a court empowered by law to require such service, shall be excused from duty for the time required for such service and shall be paid his/her regular hourly rate, provided he/she notifies his/her supervisor five (5) days prior to such jury service date. This benefit shall be administered as follows:

A. If excused from jury service on any day in reasonable time to report for at least three (3) hours' work before the end of his shift, he/she shall be paid an amount equivalent to the number of unworked hours of his/her regular scheduled shift at his/her straight time rate, and he/she shall report for work as soon as reasonably possible.

B. If not excused from jury service in time to perform at least three (3) hours' work during his/her regular shift hours, the employee shall receive an amount equivalent to eight (8) hours' pay at his/her straight time rate.

C. Jury fees are to be turned into the Auditor's office.

D. When an employee receives notice he/she has been selected to serve jury duty in federal court (in Columbus), he/she shall provide the Human Resource Director with a copy of the notice to serve, at which time the Human Resource Director, the employee's immediate supervisor and the Local Union President or his/her designee shall meet to determine the effect of the employee's absence for the shift preceding or following the required time for jury duty.

### Section 2. Witness Duty

Employees subpoenaed to appear as a witness before a court of another public body on any matter not related to their work in which they are not personally involved (as a plaintiff or

defendant) may be granted a leave of absence with pay for a period not to exceed two (2) working days in any calendar year. Such employee shall be paid his/her regular hourly rate provided he/she notifies his supervisor five (5) days prior to such appearance date. Witness fees are to be turned into the Auditor's office. This benefit shall be administered in accordance with the administration set forth in Section 1 of this Article for Jury Duty. In order to receive payment from the City, the employee must furnish to Management a certificate of service and a sworn statement of the compensation received, signed by the Clerk of Courts or other authorized official of the court.

## ARTICLE 17 - UNION LEAVE

Employees elected to any Union office or selected by AFSCME to do work which removes them from their employment with the City may, at the written request of AFSCME, be granted a leave of absence without pay. At any given time, one (1) employee may be on an unpaid leave of absence for a period in excess of one (1) week but not more than one (1) year. At any given time, a maximum of two (2) employees may be on unpaid leave of absence for period not to exceed one (1) week. Seniority, vacation credit and sick leave credit shall not continue to accrue. Such leaves of absence shall be granted only with the approval of the Service-Safety Director.

## ARTICLE 18 - LEAVE WITHOUT PAY

Other employment will not be considered grounds for such leave. Any request for a leave of absence shall state the reason for the leave of absence and the length of time off the employee desires.

### Section 1. Educational Leave

Any employee may be granted a leave of absence without pay for educational purposes. The period of the leave of absence shall not exceed one (1) year, unless otherwise extended.

Such leave of absence shall be granted only with the approval of the Mayor. Every month the employee shall provide the Mayor with verification of continuance in an accredited educational system.

### Section 2. Leaves Without Pay-Service Connected Disability

An employee who is unable to perform his/her normal duties due to a service connected disability may request a leave of absence without pay. Such requests shall be submitted in writing to the Service-Safety Director and must be accompanied by medical evidence of disability. In order for the leave to be approved, the employee shall be required to file a claim with the Bureau of Workers' Compensation. Such leave may be approved for up to ninety (90) calendar days, unless the Bureau issues a determination letter disallowing the claim. Extensions may be requested in the same manner as the original request and may be approved for periods up to ninety (90) calendar days. However, no leave hereunder shall exceed a total of twelve (12) months, unless otherwise extended by management. City shall continue to pay their share of the medical insurance cost. Seniority shall continue to accrue for the full term of the service connected leave of absence. The City shall continue to offer medical insurance. This benefit shall only be offered during the time an employee is actually on an approved leave

during the time an employee is actually on an approved leave of absence. Medical insurance benefits shall terminate in accordance with COBRA regulations, after a determination has been made by the Bureau of Workers' Compensation that the employee is permanently totally disabled or the leave has ended.

Section 3. General

Vacation and sick leave credits shall not continue to accrue for any period an employee is off in a non-pay status.

To continue to receive medical benefits, an employee on leave without pay must continue to pay his/her medical premium. The premium is due the second check date of each month and must be written as a separate check to the City of Athens. Employees will be provided with the dollar amount of the premium along with a payroll calendar to determine future payment dates. Payments are to be mailed to the Human Resources Director at the City Building. For all other payroll deductions (including dental and vision premiums and Community Center dues), the employee will be provided with contact information for all respective companies and advised to reach out to representatives to discuss future payment options. For union dues, employees will be asked to contact the union president or union representative about future payments.

Section 4. Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA) the City will grant job protected family and medical leave to eligible employees for up to 12 weeks per 12-month period consistent with the provision of state and federal law. Employees on medical leave that qualify for family medical leave under the guidelines of the FMLA must use any accrued sick leave, vacation time, and compensatory time to the extent available during and concurrent with FMLA leave. Employees are asked to refer to the Human Resources Director for further questions and information.

Section 5. Injury Leave

Physical injury for purposes of this section shall be defined as any injury which occurs on or after the effective date of this agreement compensable under the Workers' Compensation laws of the State of Ohio.

A. Any full-time employee who is disabled as a result of a service connected physical injury shall be entitled to receive his full salary during such period of disability up to a maximum of 240 hours or until the employee is deemed eligible as a service-connected disability under the Bureau of Workers' Compensation (BWC), whichever is shorter. If the employee is still unable to return to work at the end of the paid injury leave he/she may request a leave without pay, and compensation under Worker's Compensation. However, no leave hereunder shall exceed a total of 12 months. An employee granted a leave under this section shall continue to be covered under the City's group health and life insurance plans under the same conditions as coverage would have been otherwise provided. Payments for medical premiums and other payroll deductions while on leave without pay are to be processed as indicated in Section 3 of this Article.

B. The following conditions will apply to injury leave:

1. The employee must submit a physician's statement to the Human Resource Director to qualify for injury leave. The statement shall include a diagnosis and an estimated return to work date. If the estimated return to work date extends beyond 6 weeks, or if the physician extends the return to work date during the leave, the employee may file a lost-time claim with the Bureau of Workers' Compensation. Leave without pay may be requested in accordance with Section 2 of this article.

2. An employee will not be required to substitute accrued sick, vacation, or compensatory time for any part of an injury leave. An employee may elect to use accrued leave after using the 240 hours of paid injury leave.

3. An employee may request intermittent leave for medical appointments related to the injury or due to a reduced work schedule as a result of the injury. The intermittent leave will be deducted from the 240 hours of paid injury leave.

4. The City reserves the right to obtain a second and, if necessary, a third opinion at its expense, periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work. If it is necessary to obtain a third opinion, the City and the employee will mutually agree on the selection of the physician.

5. If an employee receives temporary total disability payments for any portion of the paid injury leave the payment will be turned over to the City. Vacation and compensatory time are exempt from the reimbursement to the City.

6. An employee on an unpaid injury leave will not accrue vacation or sick leave. Seniority shall continue to accrue for the full term of the injury leave.

7. In an effort to return the employee to duty as quickly as possible when partially disabled by a service-connected injury, the employee may request "modified duty" in accordance with the restrictions set by the attending physician. Such restrictions shall clearly enumerate the capabilities, and shall establish the duration of the restrictions – the restrictions cannot be open-ended. Contingent on work being available in the employee's department that can be completed in accordance with the restrictions, management may grant the request for no more than 30 days. During such modified duty employees may attend appointments and physical therapy as required in accordance with paragraph number 3 above.

## ARTICLE 19 - HOLIDAYS

Section 1. Designated Holidays

| | |
|---|---|
| New Years Day | January Ist |
| Martin Luther King Day | 3rd Monday in January |
| Presidents Day | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | 1st Monday in September |
| Columbus Day | 2nd Monday in October |
| Veterans Day | November 11th |
| Thanksgiving Day | 4th Thursday in November |
| Christmas Day | December 25th |
| Employee's Birthday | |

The days shall be celebrated as set forth in this Section, unless otherwise designated by the appropriate governmental official or body.

Section 2. Pay for Holidays

Employees shall be paid for the holidays declared in Section 1 of this Article and shall not be required to work on such holidays unless, in the opinion of the employee's responsible administrative supervisor, failure to work on such holidays would impair the public service.

Employees covered by this Agreement who are required to work on a holiday as specified in Section 1 above shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate including longevity, shift differential, education, or other items afforded by the Fair Labor Standards Act in addition to holiday pay.

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

## ARTICLE 20 - WAGES

All employees hired or re-hired after the effective date of this Agreement shall be paid on a one (1) pay period delayed period as opposed to current pay status.

Section 1. Wages

All employees in the bargaining unit shall receive a wage in accordance with the wage rates set forth in Addendum #2 of this Agreement.

Each step of the pay scale shall reflect the following:

| | |
|---|---|
| Effective August 23, 2015 | 3.0% |
| Effective August 21, 2016 | 2.5% |
| Effective August 20, 2017 | 2.0% |

Section 2. Wage Supplements

All permanent wage supplements shall be as set forth in Addendum #3, attached hereto and made a part hereof.

Section 3. Longevity Pay Supplement

A. All employees in the bargaining unit shall receive a longevity pay supplement in addition to the wages specified in Addendum #2 and #3, in accordance with the following schedule based upon base rate of pay and 2080 hours of work:

| Years of Service | Longevity Supplement |
|---|---|
| After 5 years | 1% of base hourly rate |
| After 7 years | 2% of base hourly rate |
| After 9 years | 3% of base hourly rate |
| After 11 years | 4% of base hourly rate |
| After 13 years | 5% of base hourly rate |
| After 15 years | 6% of base hourly rate |

Employees hired or re-hired after October 1, 2003 shall not be eligible for longevity pay supplement.

B. Definitions:

The years of service shall be determined by starting with the beginning of an employee's continuous full-time employment with the City of Athens. Personnel in a full-time employment status as of September 15, 1985, who have had discontinuous service, other than seasonal, contract or casual employment, with the City shall have longevity pay computed on the basis of total actual years of service. Full-time employees hired after September 15, 1985, who have had previous service with the City shall have their longevity status computed in the basis of years of service from the most recent date of hire with no provision for previous years of service.

Payment shall be made in a lump sum amount no later than December 15th of each year following the completion of the employee's anniversary period set forth in Paragraph A above.

In the event that an employee who is eligible for payment under this Article terminates his/her employment during the term of this Agreement, the annual payment provided herein shall be prorated for the period of his/her employment.

Section 4. PERS Pickup

Effective with the first pay of 1995, the City's method of payment of annual wages to bargaining unit employees who are participants in the public employees retirement system (PERS) is hereby modified as follows, in order to provide for an annual wage reduction "pick-up" of employee contributions to PERS:

The total annual wage for each employee shall be the annual wage payable under the terms of the labor Agreement. Such total annual wage of each employee shall be payable by the city in two parts: (A) deferred wages and (b) cash wages. An employee's deferred wages shall be

equal to that percentage of that employee's total annual wage which is required from time to time by PERS to be paid as an employee contribution by that employee, and shall be paid by the city to PERS on behalf of that employee as a "pick up" and in lieu of the PERS employee contribution otherwise payable by that employee. An employee's cash salary shall be equal to that employee's total salary less the amount of the "pick up" for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. The city shall compute and remit its employer contributions to PERS based upon an employee's total annual wage. The total combined expenditures of the city for such employees' total annual wage payable under the terms of the labor Agreement and the "pick up" provisions shall not be greater than the amounts it would have paid for those items had the "pick up" provision not been in effect.

## ARTICLE 21 – INSURANCE

### Section 1. Coverage

A. Life Insurance

The City shall provide and pay the premiums on Group Life Insurance in the Amount of twenty-five thousand dollars ($25,000) and Accidental Death and Dismemberment Insurance in the amount of twenty-five thousand dollars ($25,000). Coverage will be effective from the date of full-time employment and terminate on the last day of full-time employment.

B. Prescriptions

The City will provide:

1. Retail: A prescription drug plan in which employees will be responsible for the copayments listed below for covered prescriptions and refills dispensed for not more than a 34 day supply or 100 unit doses, whichever is greater.

2. Mail-in or On-line Ordering System: A prescription drug plan in which employees will be responsible for the copayments listed below for covered prescriptions and refills dispensed for a 90 day supply.

| | Retail | Mail-in or On-Line |
|---|---|---|
| | | |
| Generic | $10.00 | $10.00 |
| Brand name where there is no generic equivalent | $25.00 | $45.00 |
| Brand name where there is a generic equivalent | $45.00 | $85.00 |

If the prescribing physician determines that a brand name drug is medically necessary when there is a generic equivalent, the physician must submit a letter of medical necessity to the Human Resources Director for consideration. If the exception is approved, the prescription will be dispensed at the same co-pay as brand name drugs which have no generic equivalent.

C. Medical Benefits

Employees will select health benefits under the Flexible Benefits Plan during December of each year. Employees who were not enrolled in the Group Health Benefit Plan at their time of hire are eligible to enroll under the annual enrollment period. Employees may also enroll at the time of a special qualifying event.

D. City Plan

1. Fixed costs are the stop-loss premium (single or family rate for specific and aggregate per employee) plus the monthly per employee fee for the third party administrator.

2. Employees will pay a monthly contribution equal to thirty-five percent (35%) of the fixed costs of the medical insurance plan. Every January 1st hereafter, the fixed cost will be adjusted in order that employees continue to contribute thirty-five percent (35%) of fixed costs not to exceed the following monthly premiums: Single - $75.00/month, Employee and one Dependent - $90.00/month, Family - $110.00/month.

Deductibles are as follows:

| | In Network | Out-of-Network |
|---|---|---|
| | | |
| Single | $100.00 | $150.00 |
| Employee + 1 | $200.00 | $300.00 |
| Family | $300.00 | $600.00 |

3. Benefits and co-pays are as stated in the plan document prepared by the City's third party administrator. A summary plan booklet is provided to each employee.

Section 2. Eligibility

A. Employees hired or rehired on or after the effective date of this agreement shall be eligible to enroll in the Group Health and Prescription Drug Benefit Plans the first day of the second calendar month following date of hire. Coverage will terminate on the last day of the month in which employment terminates. Should an employee die in the performance of their duties; the City shall continue coverage for the covered dependents for a period of three (3) months following the date of death.

B. When a husband and wife are both employed by the City and are eligible for health benefits, the employee with the earliest date of hire will be the insured employee.

C. Employees hired prior to August 26, 2012, who provide satisfactory evidence of family coverage for health care benefits to the Human Resources Director, other than provided by the City of Athens, may waive family coverage by the City and receive a $1,000 annual bonus, prorated each pay period. The change from family coverage to single coverage does not qualify the employee for the bonus. Single employees may not waive coverage and are not eligible for the bonus.

Married couples working for the City are not eligible for the bonus. No employee shall receive the bonus while on unpaid leave.

D. The parties agree that in an effort to contain health benefit costs, the pre-certification on all non-emergency inpatient admissions is mandatory.

Section 3. Employee Assistance Program

The city will make available a list of agencies and providers in the local area who specialize in mental health and substance abuse counseling. Coverage for these services are governed by the terms and conditions of the city's group health benefit plan. The city will not be responsible for charges incurred by employees who are not covered under the city's benefit plan.

Section 4. Flexible Benefits Plan

The City agrees to maintain a flexible benefits plan under the provisions of Code Section 125. All employees are bound by the enrollment provisions of the Plan.

Section 5. Dental and Vision Insurance

The City shall provide the same arrangement for dental and vision care insurance that is currently in effect.

Section 6. Affordable Care Act

The parties understand that the Affordable Care Act (ACA) was enacted by the federal government on March 23, 2010. The parties further understand that many of the ACA mandates may be implemented over the period of this Agreement. The parties that the Employer is required to comply with this Act. The Employer will notify the union of any changes contemplated to maintain legal compliance and schedule a labor management meeting to discuss such changes.

## ARTICLE 22 - BULLETIN BOARDS

Management will provide bulletin boards for use by the Union in appropriate locations. Such bulletin boards may be used by the Union for posting notices approved by the Union and the Department Head or his designated representative. Notices shall be restricted to:

A. Notices of Union elections;
B. Notices of Union meetings;
C. Notices of Union appointments and results of Union elections;
D. Notices of Union recreational and social affairs; and
E. Such other notices as may be mutually agreed to.

Any change in the location of such bulletin boards shall be decided by the Management and the duly authorized officers of the Union.

There shall be no other posting by employees of notices, pamphlets, advertising or political matter or any kind of literature upon City property other than herein provided.

## ARTICLE 23 - GRIEVANCE PROCEDURE

### Section 1. General

There shall be an earnest, honest effort to settle disputes and controversies promptly, and the procedures of this Article shall serve as a means of settlement of all grievances. A grievance is a complaint that Management has violated the terms of this Agreement.

### Section 2. Procedure

The aggrieved employee shall first discuss his/her complaint with his/her immediate supervisor, with or without a representative present, and attempt to solve the dispute. The parties agree that any matter that may be pursued as a grievance may not be pursued through the Civil Service Commission. The grievance form will be time stamped and dated at receipt of each step.

Step 1. In the event the dispute is not resolved in accordance with the above paragraph, the aggrieved employee shall deliver his/her grievance, signed and in writing, to his/her immediate supervisor within five (5) work days after the employee has knowledge of, or should have knowledge of, the incident upon which the alleged grievance is based. In no case, however, shall a grievance be filed more than thirty (30) calendar days after the occurrence complained of. Such supervisor will answer the grievance in writing within five (5) work days if not satisfied with the written answer of the first line supervisor, the Union may refer the grievance to the second step of the grievance procedure. If the grievance is not referred to Step 2 of this procedure within five (5) days after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.

Step 2. The grievance, in the event it is appealed from Step 1, shall be submitted to the department head, along with all correspondence. The department head or his/her representative shall investigate the grievance and hold a grievance meeting within five (5) work days following receipt of said grievance. The department head shall reply to the Union and the grievant in writing within five (5) work days after completion of the grievance meeting. If the answer of the department head is not satisfactory to the Union, the grievance may be appealed to Step 3 within five (5) work days after receipt of reply from the department head. If the intent to invoke the third step of the grievance procedure is not received by the Service-Safety Director within five (5) work days after receipt of the second line supervisor's answer, it shall be considered to be satisfactorily resolved.

Step 3. The grievance, in the event it is appealed from Step 2, shall be submitted to the Service-Safety Director. The President of Local 2403 or his/her designee will sign all grievances prior to being submitted at the 3rd step. The Service-Safety Director shall investigate the grievance and, hold a joint grievance meeting within five (5) work days after receipt of the grievance by the Service-Safety Director. The Service-Safety Director shall reply to the Union and the grievant in writing within thirty (30) work days after completion of the grievance meeting or receipt of the grievance, whichever is later. If the answer of the Service-Safety Director is not satisfactory to the Union, the grievance may be appealed to Step 4. If the written notice of intent to invoke the fourth step of the grievance procedure is not received by the Service-Safety Director within thirty (30) work days after the receipt of the Step 3 answer, it shall be considered to be satisfactorily resolved.

Step 4. Mediation

IN THE EVENT STEP 4 IS SELECTED BY BOTH PARTIES, THE FOLLOWING PROCESS SHALL BE FOLLOWED:

a. The selection procedure of the Mediator shall be in accordance with the procedure outlined in Step 3 of this Agreement, or from assignment of a Federal Mediation and Conciliation Service (FMCS) Mediator.

b. The conduct of the Step 4 Mediation hearing shall be in accordance with Step 3 Arbitration, and the list below.

c. The Mediator shall make his/her decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within seventy-two (72) hours from the close of the hearing. The acceptance or rejection of the Mediator's decision is voluntary for both parties.

Accordingly, under Step 4 of the grievance procedure, the parties shall use the mediation approach and procedure for resolving grievances.

d. When both parties choose the Step 4 alternative, the parties and the designated mediator (arbitrator) will select a mutually agreeable date for holding the mediation. If a mutually agreeable date cannot be selected, the Mediator will select the date and both parties will abide by this selection. This same procedure shall apply to selecting a time and location for holding the mediation.

e. The Mediation hearing shall be conducted in accordance with the following:

1. The hearing shall be informal. No hearing shall last longer than eight (8) hours in a twenty-four (24) hour period.

2. No briefs shall be filed or transcripts made. The Mediator will set break and meal periods and time limits.

3. There shall be no formal rules of evidence.

4. Each party's case must be presented by a representative of their own choice.

5. The Mediator shall attempt to mediate the grievance after the facts presented by both parties.

f. Any recommendations of the Mediator in this procedure shall not be used as a precedent in any other grievance or hearing, except the grievance for which the Mediator has issued his recommendations.

g. The parties may agree to present more than one grievance to the Mediator for his/her recommendations. Each party will submit to the Mediator a copy of the grievance and any information that has been submitted as part of the grievance record prior to the hearing. The Mediator will be provided a copy of the Collective Bargaining Agreement.

h. The parties shall split the cost of the Mediator and hearing room.

i. If the grievance is not satisfactorily resolved as provided in Step 4, the Union may appeal the grievance to arbitration.

Step 5. Within five (5) days following receipt of the Union's intent to invoke the arbitration procedure, a joint letter requesting Federal Mediation and Conciliation Service to submit the names of five (5) arbitrators will be signed and mailed. Upon receipt of such names, the Union and Management shall alternately cross off one name until one name remains, that person being selected as the arbitrator.

All decisions of the arbitrator will be final and binding upon all parties participating. He/She shall have no power to add to, subtract from, change, modify or amend any of the provisions of this Agreement. Both Management and the Union shall share equally the expenses and fees of the arbitrator and other neutral expenses incident to the arbitration hearing.

Section 3. Miscellaneous

It is understood that the time limits imposed in this Article may be extended at any step by mutual consent. Likewise, any step in the grievance procedure may be eliminated by mutual consent. In any case where a decision of the appropriate Management representative is not given at any step of the grievance procedure within the time limits specified, or within the period that may have been extended by mutual agreement, the grievance may be referred by the Union to the next higher step of the grievance procedure.

The Union and Management, based on the facts presented, have the sole right to decide whether to appeal any grievance.

## ARTICLE 24 - SAFETY

A. The City and employees agree to maintain all buildings, facilities, vehicles, tools and equipment owned and operated by the City in a safe and healthful manner. The employees accept the responsibility to maintain tools, equipment and work areas in a safe and healthful manner, and accept responsibility to follow all safety rules and safe working methods of the City.

B. Protective devices and other safety equipment necessary to properly protect employees from injury shall be provided by the City. The employees will be held accountable for wearing personal protective devices as directed.

C. 1. A joint City and Union Safety Committee shall be established for the purpose of developing recommendations regarding safety issues, identification of personal protective equipment, safety policies, practices,

procedures, cost and training. Recommendations will be forwarded in writing to the Service/Safety Director for implementation, modification, further clarification, exploration, rejection, etc. The Committee will achieve recommendations through a consensus building process.

2. The Safety Committee will be comprised of the following membership:

   Deputy Director of Development Enforcement & Facilities (DEF)
   Water Plant Manager
   Wastewater Plant Manager
   Sewer Maintenance Supervisor
   Water Maintenance Supervisor
   Street Maintenance Supervisor

   A bargaining unit member from each of the above areas.
   One bargaining unit member collectively representing Parking Enforcement, Custodians, City Parking garage employees.
   Human Resource Director - Chairperson

3. The Committee will meet when agenda items are submitted in writing to the Human Resource Director by a member(s) of the Committee or by representatives of management. The Committee will meet not more than once per month nor less than once per year.

4. Unresolved issues of the Safety Committee will be referred to the Labor/Management Committee for resolution.

## ARTICLE 25 - LABOR-MANAGEMENT COMMITTEE

In the interest of sound industrial relations, the joint members, half of whom shall be from Management and half of whom shall be from the Union, will convene not less than once every calendar quarter at a mutually agreeable time, unless waived by mutual consent, including review of grievances and unsafe working conditions. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Each party shall prepare and submit an agenda to the other party at least one (1) week prior to the scheduled meeting. The City shall pay the Union representatives in attendance their normal rate for meetings held during their normal work schedule; however, no pay for time beyond the regular work schedule shall accrue.

## ARTICLE 26 - SHIFT DIFFERENTIAL

Employees who are normally assigned to work on the afternoon shift shall, in addition to their base rate of pay, receive a shift differential of forty-five cents (45 cents) per hour of work, and employees who are normally assigned to work the midnight shift shall, in addition to their base rate of pay, receive a shift differential of sixty cents (60 cents) per hour of work.

## ARTICLE 27 - NO STRIKE OR LOCKOUT

### Section 1. Strike Prohibition

The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. There shall be no interruption of work for any cause whatsoever, nor shall there by any work slowdown or other interference with public services.

In the event of a work stoppage by any employee or group of employees not covered by this Agreement, it is expressly understood that the employees hereunder shall continue to work during such activity, provided that the safety and security of all employees shall be guaranteed by the City of Athens.

There shall be no sympathy strike, wildcat strike or any other strike activity for the duration of this Agreement, provided, however, that it shall not be a cause for discipline if any employee declines to enter upon the property of another employer (not the City of Athens) which is involved in a primary labor dispute, except in an emergency situation declared by the Mayor. An emergency is a situation in which the public peace, health or safety within the City of Athens is in jeopardy.

### Section 2. Notice

In the event any employee hereunder is engaged in any violation of Section 1 above, the Union shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any such violation of Section 1.

### Section 3. No Lockout

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

## ARTICLE 28 - SPECIAL ASSIGNMENT

In the interest of fairness to faithful employees of the City of Athens and as a means of retaining faithful employees temporarily disabled through non-work related injury or illness, the City agrees to make a reasonable effort to place said employees for a maximum of ninety (90) days in a job of lesser physical effort than said employees' normal duties.

## ARTICLE 29 - SAVINGS CLAUSE

### Section 1.

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

### Section 2.

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

## ARTICLE 30 - COMMERCIAL DRIVER'S LICENSE

### Section 1.

As a condition of continued employment, employees who are required to drive vehicles which require a Commercial Driver's License (CDL) shall obtain a Commercial Driver's License as required by state law prior to driving for the City of Athens. The City shall reimburse the employee for the cost of the Commercial Driver's License within thirty days after obtaining the license and the tendering to the Auditor of proof of the payment of the fee for the license. The employee shall also deposit with the Human Resource Director a copy of his/her currently valid commercial driver's license. If the employee does not pass the first licensure exam, the employee is obligated to pay for subsequent exams.

Any employee who is unable to obtain or maintain his/her CDL license shall be placed on unpaid, inactive status for a period of up to ninety (90) days during which time the employee shall be eligible to bid on a vacant position in the classification of Custodian, Parking Enforcement Officer, or Meter Repairer, for which a CDL license is not required. Should there be no vacant positions during the ninety (90) day period described above, or, should said employee fail to qualify for a vacant position described above, said employee shall be laid off. Said employee shall not be eligible for benefits during the ninety (90) day period.

### Section 2. OTETA

Effective January 1, 1995, all employees who are required to have a CDL and the Mechanics who service the vehicles will be covered by the terms and conditions of the Omnibus Transportation Employee Testing Act of 1991. The City will provide drivers with training and education regarding alcohol and substance abuse, as well as information regarding post-accident testing procedures.

### Section 3.

Use of controlled substances which cause intoxication or impairment on-the-job poses risks to the employer, the affected employee and to co-workers. Recognizing that drug and alcohol abuse are treatable illnesses which should be dealt with initially by treatment and education, it is the employer's policy to prevent and rehabilitate rather than to terminate the employment of drivers who are alcohol or drug dependent. No driver will be discharged without first having an opportunity to seek treatment, if treatment is needed.

A. The policy will be implemented in a consistent, non-discriminatory manner. All drivers will be provided a copy of the employer's drug testing policy prior to its implementation. In addition, drivers will be provided information concerning the impact the use of drugs has on job performance. Drivers and supervisors will be trained to recognize the symptoms of drug abuse, impairment and intoxication.

All drivers will be informed of the causes for testing, how well the tests perform and what tests will be conducted.

B. All newly employed drivers will receive the information no later than their initial hire date. No driver shall be tested until this information is provided to the employee.

Section 4. Random Testing

As required by the Omnibus Transportation Employee Testing Act of 1991 (OTETA), the City will conduct random drug and alcohol testing. The City will submit all drivers to a random selection system. Random drug testing will not be performed except where required by OTETA.

Section 5. Post-Accident Testing

When a driver is involved in an accident where a fatality is involved, the driver shall submit to post-accident drug and alcohol testing. Where a driver is involved in a recordable accident and receives a citation for a moving violation arising from the accident, the driver must submit to a drug and alcohol test.

In the event a driver is so seriously injured that the driver cannot provide a specimen at the time of the accident, the driver must provide necessary authorization for the City to obtain medical records, or other documents that would indicate whether there were controlled substances or alcohol in the driver's system at the time of the accident. All testing shall be done in accordance with the provisions of OTETA.

Section 6. Reasonable Cause/Suspicion Test

Drug testing may be administered only where there is reasonable suspicion to believe that the driver is demonstrating the symptoms of intoxication, impairment or drug abuse through use of a controlled substance while on duty.

A. The term "reasonable suspicion" shall for the purposes of this policy be defined as follows:

Aberrant or unusual on-duty behavior of an individual driver which:

1. Is observed on duty by the driver's Supervisor who is trained to recognize the symptoms of intoxication, impairment or drug abuse;

2. Is the type of behavior which is recognized and accepted as symptoms of intoxication or impairment caused by controlled substances or alcohol;

B. Reasonable suspicion must be based on specific personal observation by supervisors which must be documented in writing within 24 hours of the observation or prior to the release of the test results, whichever is later. (OTETA §382.307)

One copy of this documentation shall be given to the driver and to the Union within 24 hours of the observation or prior to the release of the test results, whichever is later. (OTETA §382.307)

C. Violations of the procedures outlined under OTETA will render the test results invalid. The test results will be destroyed and no discipline will be administered to the affected employee.

D. Drivers will be given an opportunity to give an explanation of their condition to the City. A Union steward or representative may be present during such an explanation.

Refusal to submit to toxicology testing after being properly ordered to do so may result in disciplinary action. Said driver, after refusing to be tested, will be deemed to be on leave without pay pending disciplinary action.

Those drivers tested will be deemed to be on leave with pay for any portion of the work day necessary to perform the testing. Should the employee's test results be positive, the employee will not be paid for those hours of work following completion of the testing.

Section 7. Testing Procedures

The following test procedure shall apply to urine tests administered to drivers:

A. The driver shall not be observed when the urine specimen is given unless required by OTETA.

B. At the time the urine specimen is collected, two samples will be taken; the primary and the split specimen. Both samples will be sent to the laboratory to be tested at the employer's expense, with the primary specimen being tested initially with the split specimen to be tested only upon the request of the employee within 72 hours of his/her notification of a positive test result of the primary sample. All test results are to be reviewed by a medical review officer before being released. Test results must be completed by the employer and Union within 48 hours of the testing.

The testing shall be done by a certified laboratory as required by OTETA.

C. If the results of the tests administered by the employer on the two samples show that the driver while on duty demonstrated the symptoms of intoxication, impairment or drug abuse through use of a controlled substance, the driver and the Union shall be given a copy of the laboratory report of both specimens before discipline is imposed in accordance with this labor agreement.

Section 8. Testing Procedures - Alcohol

The following test procedure shall apply to alcohol testing:

A. This section is applicable for random, post-accident, return-to-duty, follow-up, reasonable suspicion, and pre-transfer testing using procedures specified in the federal regulations. These procedures use an Evidential Breath Testing device (EBT), approved by the National Highway Traffic Safety Administration.

For the purposes of this section, *alcohol* means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

*Alcohol concentration* means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

*Alcohol use* means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

*Refuse to submit* to an alcohol test means that a safety sensitive employee (1) fails to provide adequate breath for testing without a valid medical explanation, or (2) engages in conduct that clearly obstructs the testing process.

*Substance abuse professional (SAP)* means a licensed physician (of medicine or osteopathy), a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol disorders.

B. The Federal Highway Administration (FHWA) rules prohibit the performance of safety-sensitive functions in the following circumstances:

1. While having prohibited concentrations of alcohol in the system.
2. While using alcohol.
3. Within four hours after using alcohol.
4. Using alcohol within eight hours after an accident or until tested, whichever occurs first.
5. While having possession of alcohol.

A screening test is conducted first, with any result of less than 0.02 alcohol concentration being considered a "negative test". If the alcohol concentration is 0.02 or greater, a second or confirmation test must be conducted.

C. Following a determination that an employee has violated the alcohol prohibitions by having a test result of 0.04 Blood Alcohol Content (BAC) or greater, the employee must be removed from the safety-related functions and meet the following minimum requirements before being returned to duty:

1. The employee undergoes evaluation, and where necessary, rehabilitation;
2. A Substance Abuse Professional (SAP) determines that the employee has successfully complied with any required rehabilitation, and
3. The employee undergoes a return-to-duty test with a result of less than 0.02. An employee with an alcohol concentration of 0.02 or greater, but less than 0.04 is not permitted to perform safety-sensitive functions for a minimum of 24 hours and therefore will be released from duty without pay and may not be recalled to duty during this period.

D. Random testing:

A safety sensitive employee may only be tested while the safety sensitive employee is performing safety-sensitive functions, just before the safety sensitive employee is to perform safety-sensitive functions, or just after the safety sensitive employee has ceased performing such functions. After notification, the safety sensitive employee selected for random testing shall proceed to the testing site immediately.

E. Post-accident testing:

As soon as practicable following an accident, each safety sensitive employee shall test for alcohol:

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

2. Who receives a citation under state or local law for a moving traffic violation arising from the accident.

A safety sensitive employee who is subject to post-accident testing shall remain readily available for such testing or he/she may be deemed by the City to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a safety sensitive employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

The results of a breath or blood test for the use of alcohol, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to applicable federal, state or local requirements, and that the results of the tests are obtained by the City.

F. Return-to-duty testing:

Before a safety sensitive employee returns to duty requiring the performance of a safety-sensitive function after engaging in prohibited conduct (see Section 8-B), the safety sensitive employee shall undergo an alcohol test with a result indicating an alcohol concentration of less than 0.02.

G. Follow-up testing:

Following a determination that a safety sensitive employee is in need of assistance in resolving problems associated with alcohol misuse, the City shall ensure that the safety sensitive employee is subject to unannounced follow-up alcohol testing as directed by a SAP, following the safety sensitive employee's return to duty. The number and frequency of such follow-up testing shall be as directed by the SAP, and consist of at least six tests in the first twelve months following the safety sensitive employee's return to duty. Any such testing shall be performed in accordance with the requirements of 49CFR Part 40 and shall

not exceed 60 months from the date of the safety sensitive employee's return to duty. The SAP may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the SAP determines that such testing is no longer necessary. During the 60-month period the employee remains separately subject to random testing as well.

H. Reasonable suspicion testing:

The City shall require a safety sensitive employee to submit to an alcohol test when a supervisor has reasonable suspicion to believe that the safety sensitive employee has violated the prohibitions of Section 8-B. The City's determination that reasonable suspicion exists to require the safety sensitive employee to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the safety sensitive employee.

The required observations for alcohol reasonable suspicion testing shall be made by a supervisor or City official who is trained in accordance with the federal regulations.

Alcohol testing is authorized by this section only if the observations required are made during, just preceding, or just after the period of the work day that the safety sensitive employee is required to be in compliance with this part. A safety sensitive employee may be directed by the City to only undergo reasonable suspicion testing while the safety sensitive employee is performing safety-sensitive functions, just before the safety sensitive employee is to perform safety-sensitive functions, or just after the safety sensitive employee has ceased performing such functions.

Notwithstanding the absence of a reasonable suspicion alcohol test under this section, no safety sensitive employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the safety sensitive employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the City permit the safety sensitive employee to perform or continue to perform safety-sensitive functions, until:

1. An alcohol test is administered and the safety-sensitive employee's alcohol concentration measures less than 0.02; or

2. Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the safety sensitive employee has violated the prohibitions concerning the use of alcohol.

I. Pre-transfer testing:

Prior to the first time a covered employee performs Safety-sensitive functions, the City shall ensure that the employee undergoes testing for alcohol which indicates an alcohol concentration less than 0.04. If the employee is found to

have an alcohol concentration of 0.02 or greater but less than 0.04, the employee shall not be permitted to perform safety-sensitive functions until:

1. The employee's alcohol concentration measures less than 0.02; or

2. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

Section 9.

Drivers who seek voluntary assistance for alcohol or drug abuse may not be disciplined for seeking such assistance. All requests from employees for assistance shall remain confidential. Drivers at their option shall be entitled to take accrued sick leave, vacation leave, or leave without pay during absences required as part of the rehabilitation process.

Section 10.

The parties agree that any provision mandated under OTETA and not covered by the provisions of this contract shall be governed by the federal act.

Section 11.

Any disputes which may arise over compliance with this policy shall be resolved through the grievance procedure and arbitration provisions of this agreement.

## ARTICLE 31 - MAINTENANCE OVERTIME

An overtime roster will be kept for each department of: Sewer Maintenance; Water Maintenance; Street Maintenance; Custodian; Custodial/Parking Garage Attendant; Parking Enforcement; Meter Reader; Water Plant; Wastewater Plant; Internal Service (Mechanics).

Meter Readers will be given overtime opportunities in Street, Water and Sewer Maintenance when appropriate and necessary.

Overtime assignments for maintenance areas will be as follows:

Overtime in Water Maintenance
- Water Maintenance
- Sewer Maintenance
- Street Maintenance
- Meter Reader
- Internal Services

Overtime in Sewer Maintenance
- Sewer Maintenance
- Water Maintenance
- Street Maintenance
- Meter Reader
- Internal Services

Overtime in Street Maintenance
Street Maintenance
The lowest in either Water or Sewer Maintenance and then exhaust the area before moving to the other area.
Internal Services
Meter Reader

## ARTICLE 32 - RETIREMENT AWARENESS

Employees who wish to attend retirement awareness seminars sponsored by the Ohio Public Employees Retirement System (OPERS) will be permitted leave time without loss or gain of pay.

Employees may request leave under this section to attend each of the following seminars, or their successor seminars, one time:

1. Providing Long-Term Awareness Now (PLAN)

   Employee must have five (5) years of service credit.

2. Retirement Awareness Program (RAP)

   Employee must have five (5) years of service credit and be within five (5) years of retirement.

3. Retirement Readiness

   Employee must be within 12-18 months of retirement.

4. Remote Interview Schedule

   Any fees associated with the seminar will be the responsibility of the employee. Employees will attend the seminars when offered in Athens. If travel to another location is necessary, appropriate travel time will be allowed within the normal workday. The employee will not be reimbursed for travel expenses.

   This article will be administered under guidelines established by the Human Resource Director.

## ARTICLE 33 - DURATION OF AGREEMENT

All provisions of this Agreement shall be effective as of 12:01 a.m., August 23, 2015, and shall remain in effect until 11:59 p.m., August 25, 2018, and successive periods of twelve (12) months, unless either party to this Agreement, on or before sixty (60) days prior to the expiration of any such period, notifies the other Party, in writing, of its intention to terminate this Agreement. Within ten (10) days after receipt of such notice, a conference shall be arranged between the Parties hereto, and such conference shall be held at a time mutually agreeable to the Parties.

## ARTICLE 34 - NON-DISCRIMINATION

There shall be no discrimination, harassment or pressure by the City or the Union and Ohio Council 8 against any employee on the basis of such employee's membership or non-membership in the Union. Additionally, neither the City, the Union nor Ohio Council 8 shall discriminate on account of race, color, creed, religion, sex, political affiliation, age, handicap, veteran status, or sexual orientation.

## ARTICLE 35 - TOTAL AGREEMENT

This agreement supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of the said agreement. Acceptance of this agreement precludes further negotiations of any issues until the time specifically provided herein unless otherwise mutually agreed.

It is understood and agreed that where this agreement is silent, applicable state Civil Service Laws will be followed.

## ADDENDUM # 1
## BARGAINING UNIT

| CLASSIFICATION | GRADE |
|---|---|
| Maintenance Specialist I | A-1 |
| Custodian | A-1 |
| Custodian/Garage Attendant | A-2 |
| Maintenance Specialist II | A-3 |
| Parking Enforcement Officer | A-4 |
| Laborer, Meter Reader, Maintenance Technician Trainee | A-4 |
| Water/Wastewater Operator Trainee | A-4 |
| Electrician Trainee | A-4 |
| Meter Repairer | A-5 |
| Plant Maintenance Mechanic/Plant Relief Operator | A-6 |
| Plant Maintenance Mechanic | A-6 |
| Licensed WTP Operator I | A-6 |
| Licensed WWTP Operator I | A-6 |
| Licensed WTP Operator II | A-6 |
| Licensed WWTP Operator II | A-6 |
| Maintenance Technician | A-6 |
| Master Mechanic | A-7 |
| Electrician | A-7 |
| Licensed WTP Operator III | A-7 |
| Licensed WWTP Operator III | A-7 |

All new hires after September 8, 1997, in the Water Treatment Plant and Wastewater Treatment Plant shall enter into the classification of A-4 (Water/Wastewater Operator Trainee) and shall be appropriately licensed as Operator I within three (3) years from their date of hire as a condition of continued employment, unless already licensed, in which case they will be placed in the proper classification.

The City will pay for the first licensure certification exam according to the requirements of the job classification. If the employee does not pass the first exam, the employee is obligated to pay for subsequent exams.

Plant Maintenance Mechanics are placed in pay grade A-6, or in the appropriate pay grade for EPA license.

Plant Master Mechanics who obtain or possess a Plant Operator license will receive additional compensation of .50 cents per hour.

Licensed Class II Water Treatment and Wastewater Treatment Operators shall receive 50 cents additional to their hourly rate.

Maintenance Specialist I and Maintenance Specialist II shall receive the pay of a Maintenance Technician within their current step while operating the following equipment: backhoe, uniloader, grinder, and snowplow (if necessary).

Employees of the Public Services and Utilities Services who obtain Water Distribution and/or Wastewater Collection Licenses as issued through the Ohio Environmental Protection Agency, shall be compensated as follows as a supplemental pay benefit.

| | |
|---|---|
| Class I Distribution License | $ .30/hr. |
| Class II Distribution License | $ .50/hr |
| Class I Collection License | $ .30/hr. |
| Class II Collection License | $ .50/hr. |

Should an employee obtain licenses in both fields, they shall be compensated for both licenses based on the highest class of license possessed in each respective field.

If the City recreates the positions of Equipment Operator I, Equipment Operator II, Plant Operator II, Automotive Mechanic I, or Garage Attendant, they will be in the bargaining unit.

Effective August 29, 2009, employees who are required to have Continued Education Units to maintain their licenses for recertification shall be paid for all hours in attendance. The City shall pay for all courses and all license fees.

ADDENDUM #3

**First Year, Effective August 23, 2015 (3.0%)**

| Step | D | E | F | G | H |
|---|---|---|---|---|---|
| A-1 | $17.23 | $17.49 | $17.81 | $18.05 | $18.35 |
| A-2 | $18.40 | $18.71 | $18.95 | $19.27 | $19.51 |
| A-3 | $18.78 | $19.06 | $19.34 | $19.63 | $19.89 |
| A-4 | $19.19 | $19.44 | $19.75 | $20.01 | $20.29 |
| A-5 | $19.39 | $19.70 | $19.94 | $20.26 | $20.52 |
| A-6 | $19.74 | $20.01 | $20.30 | $20.61 | $20.86 |
| A-7 | $22.13 | $22.43 | $22.68 | $22.99 | $23.26 |

**Second Year, Effective August 21, 2016 (2.5%)**

| Step | D | E | F | G | H |
|---|---|---|---|---|---|
| A-1 | $17.66 | $17.93 | $18.26 | $18.50 | $18.81 |
| A-2 | $18.86 | $19.18 | $19.42 | $19.75 | $20.00 |
| A-3 | $19.25 | $19.54 | $19.82 | $20.12 | $20.39 |
| A-4 | $19.67 | $19.93 | $20.24 | $20.51 | $20.80 |
| A-5 | $19.88 | $20.19 | $20.44 | $20.77 | $21.03 |
| A-6 | $20.23 | $20.51 | $20.81 | $21.13 | $21.38 |
| A-7 | $22.68 | $22.99 | $23.25 | $23.57 | $23.84 |

**Third Year, Effective August 20, 2017 (2.0%)**

| Step | D | E | F | G | H |
|---|---|---|---|---|---|
| A-1 | $18.01 | $18.29 | $18.63 | $18.87 | $19.19 |
| A-2 | $19.24 | $19.56 | $19.81 | $20.15 | $20.40 |
| A-3 | $19.64 | $19.93 | $20.22 | $20.52 | $20.80 |
| A-4 | $20.06 | $20.33 | $20.65 | $20.92 | $21.22 |
| A-5 | $20.28 | $20.59 | $20.85 | $21.19 | $21.45 |
| A-6 | $20.64 | $20.92 | $21.23 | $21.55 | $21.81 |
| A-7 | $23.13 | $23.45 | $23.72 | $24.04 | $24.32 |

## ADDENDUM #3

All employees, except new hires after September 8, 1997, will advance a step on the first day of the pay period closest to their classification anniversary date, unless topped out.

All new hires will advance on the first day of the pay period closest to the anniversary of their date of hire. New hires will be placed in either Step D or E at the discretion of management based on qualifications. Employees who change pay grade will serve one year in their pay step before moving up.

When necessary, the Human Resources Director shall reclassify a Custodian (A-1) to Custodian/Garage Attendant (A-2) upon determining the employee has satisfactorily completed training in the parking garage and has demonstrated the ability to satisfactorily perform the duties of the Garage Attendant. The Human Resources Director alone shall determine the appropriateness of the move. Not all Custodians will be required to perform the duties of Garage Attendant.

## ADDENDUM # 4

CLOTHING & TOOLS

Management shall furnish uniforms and protective clothing as deemed necessary by the responsible department head to protect the employees' in their on-the-job assignments, as well as identify them as a member of the city staff. Failure to wear the provided clean, serviceable uniforms and safety gear may be subject to disciplinary action. Management shall determine the personnel protective equipment needs by job site, for example "hard hate area" or "high noise area" etc. Supervisors and/or department heads shall determine if uniforms are no longer serviceable and may not be worn on duty.

Management agrees, whenever practicable, to make a good faith effort to provide uniforms and protective clothing in a timely manner each year. In order to receive uniforms or use any uniform allowance, the employee must be in an active work status, cannot be on leave of any kind, and cannot plan to retire within three (3) months.

Management shall provide the items in the following manner;

A. Service Workers

New hire service workers shall receive five uniforms for initial issue (pro-rated). All service workers shall receive five (5) uniforms annually. Uniforms in excess of five per year shall be replaced as needed with supervisor approval only:

Complete Initial Issue:

| | |
|---|---|
| 5 long-sleeve shirts | 5 jeans |
| 5 short-sleeve shirts | 2 bibs or insulted overalls |
| 1 winter coat | 1 summer jacket |
| 1 winter hat | 1 pair of gloves |
| 1 pair muck boots | 1 rain suit |
| 2 safety-toed boots or shoes | All Foul Weather Gear |

All purchases will funnel through the standard city purchasing process and will be distributed through the city office who orders and vouchers the item to confirm accuracy of the purchase. All garments which can be embroidered with the city logo shall be and such cost included in the purchase price. "Per year" means calendar year. Employees will not be reimbursed for items purchased as part of the uniform/clothing allowance if the items are purchased within 3 months prior to their resignation from the City.

B. Management shall provide the following items on an as-needed basis outside of the aforementioned allowance via bulk purchase and distribution by supervisors: hard hats, ear plugs, gloves, safety glasses, knee pads, harnesses, special electric hazard equipment, and other special protective equipment (visors, masks, aprons, etc.) as needed for specific duties, and are the property of the city after use. Supervisors will determine if they are to be disposed of or kept.

C. The Employer agrees to reimburse automotive mechanics for purchase or repair of tools needed for use on the job up to $250 maximum annually. The mechanic

must first purchase or pay for the repair of the tool(s) needed and furnish the Employer with a receipt for reimbursement. The tools purchased shall remain the property of the employee.

D. Parking Enforcement Officers:

Allowance: All Parking Enforcement Officers shall receive $650.00 per year on an account basis per approved purchase order after first year (pro-rated) and $100.00 per year per officer dry cleaning allowance for uniforms. Uniforms cleaning and clothing allowance may be used interchangeably provided, however, that the total allowable expenditures shall not exceed the total amount authorized under this Addendum.

Complete Initial Issue
1 breast badge
5 short sleeve shirts
5 long sleeve shirts
5 uniform pants
2 uniform shorts
1 winter coat
1 summer jacket/pullover
1 name plate
1 tie
1 radio belt
5 pair winter socks
12 pair summer socks
1 pair gloves
1 scarf
1 set base layer-shirt & leggings
1 winter hat
4 pair shoes

The Employer agrees to reimburse automotive mechanics for purchase or repair of tools needed for use on the job up to $250 maximum annually. The mechanic must first purchase or pay for the repair of the tool(s) needed and furnish the Employer with a receipt for reimbursement. The tools purchased shall remain the property of the employee.

## SIDEBAR AGREEMENT

The parties agree the following classifications will be amended as stated with approval by the State Employment Relations Board (SERB):

Maintenance Technician
Maintenance Technician Trainee

Also retain the classification of laborer.

Add a new position of Custodian/Garage Attendant and retain separate classifications of Custodian, Meter Reader, and Plant Relief Operator.

## SIGNATURE PAGE

IN WITNESS THEREOF, the Parties have hereunto set their hands this __13_____ day of _____July_____, 2015.

FOR THE CITY OF ATHENS:

Paul Wiehl, Mayor

Lisa Eliason, Law Director

Paula Horan-Moseley
Service-Safety Director

Jennifer L. Galbraith
Human Resources Director

FOR LOCAL 2403 AND AFSCME OHIO COUNCIL 8:

Charles Hartley, Local President

Les Westfall, Bargaining Committee Member

Randy Fulks, Bargaining Committee Member

John Frost, Bargaining Committee Member

Thomas M. Keirns, Bargaining Committee Member

John Johnson
Staff Representative
AFSCME Ohio Council 8