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**AN AGREEMENT**

**BETWEEN THE**

**CITY OF MAUMEE**

**AND**

**A.F.S.C.M.E., LOCAL 649**

**January 1, 2016 – December 31, 2018**

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## PREAMBLE

### **ARTICLE 1**

1.01 This Agreement is hereby entered into by and between the City of Maumee, hereinafter referred to as "the Employer", and the Maumee City Employees, Local 649, and Ohio Council 8, AFSCME AFL-CIO hereinafter referred to as the "Union".

1.02 The Agreement's purposes are the promotion of harmonious relations, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment to promote efficiency and services to the residents of the City of Maumee.

## RECOGNITION

### **ARTICLE 2**

2.01 The Union is recognized as the sole and exclusive bargaining agent for employees of the City of Maumee as listed below. All full-time and regular part-time employees in the following classifications shall be included in the bargaining unit:

- |                      |  |
|----------------------|--|
| - Equipment Operator | - Laborer  |
| - Bookkeeper - Clerk | - Secretary - Receptionist/<br>Division of Police and Fire |
| - Clerk - Secretary  | - Secretary/Division of Tax                                |
| - Account Clerk      |  |

2.02 The following positions are excluded from the bargaining unit:

- |  |   |
|--|---|
| - All Confidential Employees   | - Animal Control Officer                              |
| - Telephone & Radio Operator   | - Casual Employees                                    |
| - Seasonal Employees   | - Supervisors   |
| - Officers of the Police Division  | - All other full-time<br>members of the Fire Division |
| - Technical Employees (Bldg. &<br>Zoning Inspector I & II; Engineer<br>& Engineering Technician) |   |

2.03 If new positions or new job classifications are established during the term of this Agreement and the duties of the positions and/or classifications are of the same or similar nature as the duties of the positions included in the original certification, the new positions or classifications shall be included within the bargaining unit.

2.04 The terms and conditions of employment of any such position or classification added to the bargaining unit shall be the same as governed by this Agreement. The rate of pay for any new position shall be set by Council after evaluation of the position and its responsibilities in relation to positions of a similar nature currently in the bargaining unit.

2.05 The union shall be entitled to meet during non-working hours with employees for the purpose of informing them about the union, soliciting their membership in the union, and providing Fair Share Fee notice to employees who are non-members.

2.06 The Employer agrees to annually provide the union with a list of all bargaining unit employees that includes the following information: name, address, telephone number, date of hire, classification, annual base rate, and department. The list shall be e-mailed to the list of officers provided to the Employer by the union.

### **DUES DEDUCTION**

#### **ARTICLE 3**

3.01 The City will deduct from the first pay of each calendar month from each member of the bargaining unit, who in writing authorizes it to do so, the required amount as designated by the Union to the City.

3.02 The Union shall notify the City in writing of any increase or decrease in the current dues. Such adjustment in the amount deducted by the City shall be made by the second deduction period following notification.

3.03 The City shall be relieved from making such deduction upon:

- (1) Termination of employment;
- (2) Transfer to a non-bargaining unit position;
- (3) Layoff from a bargaining unit position;
- (4) Unpaid leave of absence; or
- (5) A written request by an employee revoking deduction authorization, consistent with the terms of the A.F.S.C.M.E. authorization card signed by the employee.

Moneys deducted pursuant to the provisions of this Article shall be remitted to the Union within fifteen (15) days of their deduction. Each remittance shall be accompanied by an alphabetical listing of the following:

- (1) The names of the employees and the amount deducted from each employee, and;
- (2) The name of each employee who has been dropped from the prior check off list and the reason for the omission.

3.04 The Union agrees to hold the City harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of dues, and to indemnify the City for any liability imposed on it as a result of any such suit, claim, or administrative proceeding. For purposes of this Section, the term "City" includes the City of Maumee and its various officers and officials, whether elected or appointed.

3.05 Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair-share fee to the Union. The fair-share fee obligation shall commence on:

- (1) The effective date of this Agreement for all current employees who have been employed for more than sixty (60) days;
- (2) The first pay of the month after the sixty-first (61st) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this Agreement, or;
- (3) The first pay of the month after the sixty-first (61st) calendar day of employment for each employee hired after the effective date of this Agreement.

3.06 Fair-share fee shall be paid by automatic, payroll deduction. Fair-share fee deductions do not require prior authorization from the affected employee. Fair-share fees shall be deducted in amounts determined by the Union based on the applicable percentage method as set forth in the notice attached as Appendix A. Appendix A, including all amendments thereto, is incorporated in this Article by reference. Any employee who elects to appeal under the procedure or to object or challenge the fair-share fee, must serve concurrent written notice to the Union and the Employer, and must proceed through the Union appeal procedure.

3.07 Fair-share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the name of each employee on whose account a fair-share fee was deducted during the previous month including the amount of the deduction.

3.08 The Employer's obligation to deduct fair-share fees is contingent upon the Union's fulfillment, on behalf of each nonmember bargaining unit employee, of each obligation established in Appendix A.

3.09 The Union may amend Appendix A by providing the Employer a written copy of the notice as amended. Changes in the percentage of regular dues payable as a fair-share fee shall become effective on the first pay of the first month immediately after the end of the thirtieth (30th) calendar day after their actual receipt by the Employer.

3.10 Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this article illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

3.11 This article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

3.12 The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

3.13 This Article constitutes the entire Agreement between the Union and the Employer with respect to fair-share fees. All other agreements are hereby rendered void. With the exception of Appendix A, no portion of this Article may be amended except by written signed agreement of the parties.

## **MANAGEMENT RIGHTS**

### **ARTICLE 4**

4.01 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

4.02 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of the Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or his designated representatives.

4.03 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- (1) Hire and transfer employees;
- (2) Discharge, suspend, or discipline employees for just cause;
- (3) Determine the number of persons required to be employed, laid off, or discharged;

- (4) Determine the starting and quitting time and the number of hours to be worked by its employees;
- (5) Make any and all rules and regulations;
- (6) Determine the work assignments of its employees;
- (7) Determine the basis for selection, retention, and promotion of employees;
- (8) Determine the type of equipment used and the sequence of work processes;
- (9) Determine the making of technological alterations by revising either process or equipment, or both;
- (10) Determine work standards and the quality and quantity of work to be produced;
- (11) Select and locate buildings and other facilities;
- (12) Establish, expand, transfer and/or consolidate work processes and facilities;
- (13) Transfer or subcontract work;
- (14) Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes or work;
- (15) Terminate or eliminate all or any part of its work facilities.

4.04 In addition, the Union agrees that all of the functions, rights, powers; responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

## **TOTAL AGREEMENT**

### **ARTICLE 5**

5.01 This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, and benefits previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such notification or discontinuance being subject to any grievance or appeal procedure herein contained.

## **NON-DISCRIMINATION**

### **ARTICLE 6**

6.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of age, sex, race, color, religion, creed, handicap, marital status, national origin, or political affiliation.

6.02 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders, shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

6.03 The Employer agrees not to discriminate against employees on the basis of Union membership or legitimate Union activity in accordance with this Agreement.

6.04 The Union agrees not to discriminate against employees who are not members of the Union.

## **SAVINGS CLAUSE**

### **ARTICLE 7**

7.01 Should any provision of this Agreement contained herein be declared invalid by operation of State or Federal law or by a tribunal of competent jurisdiction, such invalidation of such provision shall not invalidate the remaining provisions of the Agreement which shall remain in full force and effect.

7.02 If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of State or Federal law or by a tribunal of competent jurisdiction, then that provision shall be discussed in an attempt to provide validity, operability, or acceptability to such provision.

## NO STRIKE

### **ARTICLE 8**

8.01 The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the Union to avoid work stoppage and strikes.

8.02 Neither the Union, nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slow-down, walkout, concerted sick leave, work stoppage, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Article shall be sufficient grounds for discipline.

8.03 The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any violation of this Article. In the event of a violation of this Article, the Union shall promptly notify all employees in a reasonable and expeditious manner, within a twenty-four (24) hour period, that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful, and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

8.04 The Employer shall not lock out any employee during the term of this Agreement.

## HOURS OF WORK

### **ARTICLE 9**

9.01 The work week and hours of work for covered employees shall normally be eight (8) hours per day, five (5) days per week, Monday through Friday, and fifty-two (52) weeks per year. Affected employees and the Union shall be informed in writing five (5) working days in advance of changes in work schedules when such changes are required.

9.02 All full-time non-clerical employees shall be granted one (1) fifteen (15) minute break period each one-half (1/2) shift, to be taken at the work site. The break period shall be scheduled by the Employer as close as possible to the middle of each one-half (1/2) shift. This may be modified, as needed, by the Department Head to accommodate changing seasonal work schedules, upon agreement with the Union.

All full-time clerical employees shall be permitted to take reasonable breaks at the work site as the work schedule permits.

9.03 Work schedules will not be modified for the sole purpose of avoiding overtime, or without reasonable notice to the Union.

## SICK LEAVE

### ARTICLE 10

10.01 Sick leave shall be defined as an absence with pay necessitated by:

- (1) Illness or injury to the employee;
- (2) Exposure of the employee to contagious disease communicable to other employees;
- (3) The illness or injury of a member of the employee's immediate family, as defined herein, where the employee's presence is reasonably necessary;
- (4) Attendance at medical, dental, or optical appointments; or
- (5) Death of a relative of an employee.

10.02 Immediate family is hereby defined, for purposes of sick leave as: parent; step-parent; guardian; sibling; step-sibling; spouse; child, step-child; mother-, father-, daughter-, and son-in-law; grandparent; and grandchild.

10.03 All full-time employees shall accrue sick leave at the rate of 4.0 hours when in pay status during not less than 50% of all hours for which the employee is regularly scheduled in the pay period, unless such absence from pay status is a result of disciplinary action of more than one (1) day.

10.04 Sick leave may be used in not less than whole hours with a fraction of an hour being counted as the next full hour.

10.05 No payment of salaries or wages shall be made to an employee for any period of absence or sick leave unless and until approved by the Department Head. In addition, thereto, the Department Head, in any case, may demand verification of the nature of the illness, injury, or absence before granting approval.

10.06 When an employee repeatedly takes up to sixteen (16) hours of sick leave without certification of inability to work by a duly licensed physician or medical authority, and when such sick leave taken without certification of inability to work exceeds five (5) days or forty (40) hours within a payroll year, the employee shall be granted sick leave for any additional hours off during that payroll year only upon certification of inability to work by a licensed physician or medical authority.

10.07 Any absence from duty as a result of a claimed illness or injury may be verified, during the employee's normal working hours, by an authorized representative of the City.

10.08 Except on a regularly scheduled working day before or after a holiday and subject to the provisions of Sections 10.01 and 10.06 hereof, sixteen (16) consecutive hours of sick leave may be taken without certification of inability to work by a duly licensed physician or medical authority.

An employee will not be considered to be in pay status for such regularly scheduled working days if such working days coincide with a calendar holiday as listed in this Agreement if such employee is on sick leave, unless said employee is excused upon presentation of a certificate of inability to work by a duly licensed physician or medical authority.

10.09 Verification of ability to return to duty shall be submitted upon and as a condition of return to duty and shall indicate:

- (1) The date of the employee's return to duty;
- (2) That the employee is not disabled from the performance of normal duties;
- (3) That the employee is able to perform the material and substantial duties of the assigned position; and/or
- (4) That the employee's return to duty will not jeopardize the health and safety of other employees.

10.10 In all instances, the immediate Supervisor or Department Head shall be notified before the employee's starting time for each absence.

10.11 If upon an employee's return to duty, said employee fails to submit the required sick leave approval form, the requested and/or required medical certification, or the Department Head finds there is not satisfactory evidence to justify the employee's absence, such leave shall be considered an unauthorized leave and shall be without pay.

Such Department Head may, in any case of use of sick leave, demand proof of the nature of such illness, disability, or absence prior to approving the sick leave request.

10.12 Any abuse, patterned or excessive use, or falsification of reasons for use of sick leave shall be just and sufficient cause for disciplinary action or dismissal.

10.13 Sick leave shall accumulate at a rate specified herein for a total not to exceed one thousand nine hundred and twenty (1,920) hours. Such accumulation shall include hours earned and unused while employed by the City of Maumee and any hours transferred at the time of employment from any other political subdivision or agency of the State of Ohio.

Employees who transfer sick leave hours to the City shall continue to accumulate City sick leave when they reach 1920 hours total sick leave accumulation and have the transferred sick leave reduced until the employee reaches 1920 hours of sick leave accumulated with the City.

10.14 Sick leave hours used shall be the hours last accrued.

10.15 Each employee when in pay status for at least 50% of all regularly scheduled hours in each payroll period for the entire payroll year, shall be entitled, during the following year, to additional bonus vacation according to the following schedule:

FOR EACH THIRTEEN PAY PERIOD INCREMENT:

SICK LEAVE USED	BONUS VACATION HOURS
0	20
4	18
8	16
12	14
16	12
20	10
24	8
28	6
32	4
36	2

However, absences due to injuries sustained while on duty with the City shall not be counted in determining eligibility for bonus vacation.

10.16 Employees may, instead of bonus vacation, convert the sick leave bonus to cash. The conversion shall be of the amount of bonus vacation earned under the above schedule. The employee must designate in writing each year on forms provided by the Finance Department whether such employee desires to have the sick leave bonus in time off as bonus vacation or as pay at the employee's rate of pay in effect on December 31<sup>st</sup> of the immediately concluded year.

10.17 In addition to the above, an employee who has five hundred (500) hours or more of sick leave, earned and unused while employed by the City may, upon completion of the sick leave conversion form provided by the Finance Department request to convert the earned but unused sick leave to cash at the rate of one (1) hour of pay for two (2) hours of sick leave. Conversion of unused sick leave shall be of the sick leave accrued the previous payroll year ending with the last full pay period. The conversion shall only apply to the hours accrued in the previous payroll year and an employee shall not be permitted to convert the hours which would place the employee's accrued sick leave balance earned and unused while employed by the City of Maumee under five hundred (500) hours.

Any sick leave hours not converted shall continue to be accrued subject to the limitation set forth in Section 10.14 above. Said conversion shall be paid by the first pay period in February of each year for the prior payroll year's accrued sick leave designated for conversion by the employee on forms provided by the Finance Department.

10.18 An employee shall not be considered on sick leave on scheduled day(s) off and holidays unless regularly assigned to duty on such holidays.

10.19 At the Employer's sole discretion, with the employee's agreement, on a case by case basis, an employee who is otherwise eligible for sick leave, may be eligible for light duty, if available, in his Department. This light duty, if offered at all, shall be secondary to, and not impede, light duty for work-related injuries.

10.20 Members of the bargaining unit may donate sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave under the current collective bargaining agreement. The intent of the Leave Donation Program is to allow members of the bargaining unit to voluntarily provide assistance to their co-workers who are in critical need of leave due to a non-work related serious illness or injury of the employee. Sick leave donation is limited to bargaining unit members.

(A) A member of the bargaining unit may receive donated sick leave, up to the number of hours the member is scheduled to work each pay period or as provided in (A)(4) below, if the member who is to receive the donated sick leave:

- (1) Has a serious illness or injury;
- (2) Has no accrued leave;
- (3) Has not been approved to receive other benefits; and
- (4) Has applied for any paid leave, or benefits programs for which the member is eligible. A member who has applied for these programs may use donated sick leave to satisfy any waiting period for such benefits, when applicable.

(B) Members may donate sick leave if the donating member:

- (1) Voluntarily elects to donate sick leave and does so with the understanding that the donated leave will not be returned;
- (2) Donates a minimum of eight (8) hours; and
- (3) Retains a sick leave balance of at least two-hundred forty (240) hours.

(C) The sick leave donation program shall be administered on a pay period by pay period basis. Members using donated sick leave shall not be considered in active pay status and shall not accrue leave while receiving donated leave. Holidays shall be taken hour for hour as they fall and the member shall not be charged sick leave on that day. Donated sick leave shall not count toward the probationary period of an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall never be converted to a cash benefit.

(D) Members who wish to donate sick leave shall certify on a form provided by the City:

- (1) The name of the employee for whom the donated sick leave is intended;
- (2) The number of hours to be donated;
- (3) That the donating member will have a sick leave balance of two-hundred forty (240) hours; and
- (4) That the sick leave is donated voluntarily and the member understands that the donated sick leave will not be returned.

(E) No member shall be forced to donate sick leave. The City or the Union may inform other members of the critical need for the donation of sick leave. Neither the Union nor the City shall directly solicit sick leave donations from members. The donation shall occur strictly on a voluntary basis.

(F) No employee may receive more than four-hundred eighty (480) hours of donated sick leave during their employment with the City. This donated time shall count toward the six (6) month of unpaid leave time under Article 19.

### MEDICAL LEAVE

#### **ARTICLE 11**

11.01 An employee shall be entitled to up to six (6) months medical leave without pay if such leave is required and professionally recommended by a medical authority as stated on a signed form by said medical authority. Such leave shall be granted if the employee has exhausted all available accrued but unused compensable leave. Such medical leave, as set forth in this Article, shall be without pay; however, an employee on such leave shall continue to receive only health insurance benefits and life insurance as set forth in this Agreement during such medical leave; provided, any applicable employee contribution for such coverage has been pre-paid through the Director of Finance.

11.02 In addition to the above, any such employee on medical leave shall be returned to a comparable position as held prior to the medical leave at such employee's rate of pay. As a condition of return to work, such employee shall submit a form signed by a medical authority, stating that the employee can perform the material and substantial duties of the position and that the employee's return does not endanger the health of other employees. The City may require an employee requesting a medical leave or returning from such leave to take a medical examination to verify the need for a leave or the ability to return from a leave. The costs of such required medical exams shall be paid by the City.

## INJURY LEAVE

### **ARTICLE 12**

12.01 In the event a regular covered employee is absent due to a disabling injury incurred on duty under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation Laws of the State of Ohio, the employee shall be carried on the payroll of the City for the period of disability provided the extent of the injury or disability prevents such person from performing those duties as may be assigned and, provided further, such period shall not exceed sixty (60), eight (8) hour, work days.

In order to be eligible, the employee must submit a City Employee injury report and a written statement from the attending physician or medical authority which:

- (1) Verifies the disability;
- (2) Indicates the cause of the injury;
- (3) Indicates that the employee is unable to perform the assigned duties and/or any workplace restrictions based upon job site analysis; and,
- (4) States the employee's expected date of return to duty.

12.02 In the event the Bureau of Worker's Compensation should deny any claim as not being sustained in the course of and arising out of employment, disability pay charged to injury leave shall be charged to sick leave.

In the event an employee has an insufficient number of accumulated sick leave hours to cover the number of hours charged to injury leave, a claim for which having been denied by the State of Ohio Bureau of Worker's Compensation, said employee's next regular pay check shall be reduced by an amount equal to the hours not covered by sick leave, not to exceed 25% of gross pay or another arrangement approved by the Director of Finance which may include repayment from sick leave to be accrued until the City is repaid for time utilized and advanced by the City.

12.03 If an employee returns to work prior to expiration of the original sixty (60) work days and then is disabled at a later date due to the same injury incurred under the same terms and conditions as set forth in Section 12.01 above, including a written statement from an attending physician or medical authority:

- (1) Verifying the disability;
- (2) Its cause by an earlier injury;
- (3) That the employee is unable to perform the assigned duties and/or any workplace restrictions based upon job site analysis; and

- (4) The date when such employee may resume performing the assigned duties, the employee may use the unused portion of the sixty (60) working days until such injury leave is exhausted.

12.04 An employee, only on an approved injury leave as set forth above, may, at the City's discretion, be required to work or be assigned other duties or limited duty, including an alternative schedule (7:00 a.m. through 5:00 p.m.), during the period of disability at the employee's regular rate of compensation provided, in the opinion of a physician or medical authority, the employee is sufficiently recovered from such injury to perform the duties assigned.

12.05 In the event of a service-connected injury while in the active discharge of duty, and for which the employee shall be entitled to temporary total payments from the Worker's Compensation Bureau, the employee shall receive his full pay as an advance for a period not to exceed sixty (60), eight (8) hour, work days. On a case by case basis, and in the sole discretion of the Employer, such wage continuation may be continued for a period determined by the Employer.

Employees who are injured while on duty shall, as a condition of receiving injury leave, file for the Worker's Compensation benefits according to the Worker's Compensation Law and regulations. Such filing shall, at the City's discretion, include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City.

Notwithstanding any other provision in this agreement, an employee, only on an approved injury leave as set forth above, may, at the City's sole discretion, be required as part of a transitional work program to work or be assigned other duties or limited duty, including an alternative schedule, performed within the hours normally worked by bargaining unit members (7:00 a.m. through 5:00 p.m.), during the period of disability at the employee's regular rate of compensation, provided, in the opinion of a physician or medical authority, the employee is sufficiently recovered from such injury to perform the duties as assigned.

The employee must submit all temporary total compensation benefits to the City which the employee receives from the Bureau of Worker's Compensation for the period the employee is receiving wages from the City for injury leave or any sick leave the employee elects to use as a result of the injury.

12.06 An employee who has exhausted paid injury leave hereunder and elects to receive temporary total disability benefits directly from the Bureau of Worker's Compensation, shall be placed on Worker's Compensation leave until such time that the City determines it is necessary to fill such position on a permanent basis. An employee on Worker's Compensation leave shall not be considered to be in pay status with the City, but shall receive only health and life insurance provided that any applicable employee contribution for such coverage has been prepaid through the Director of Finance.

12.07 Injury leave shall be granted in not less than whole hours with a fraction of an hour being counted as the next full hour.

### PARENTAL LEAVE

#### **ARTICLE 13**

13.01 All covered employees of the City, after completing ninety (90) calendar days of employment, will be granted, upon written request from the employee accompanied by a statement from a duly licensed physician or medical authority verifying the employee's pregnancy, parental leave commencing on such date recommended by the employee's duly licensed physician or medical authority that the employee can no longer safely perform the material and substantial duties and responsibilities of the position to which assigned and continuing up to, but not to exceed ninety (90) calendar days after delivery, upon the terms and conditions set forth herein.

13.02 An employee granted such parental leave may use accumulated sick leave for any actual working days missed or take such parental leave without pay.

13.03 Insurance benefits to employees shall be continued for an employee during the period of an approved parental leave; provided, any applicable employee contribution for such coverage has been prepaid through the Director of Finance.

13.04 An employee returning to duty at the expiration of an approved parental leave shall be considered to have been in continuous service with the City for the period of the leave and shall return to the same or a comparable position within the same classification series held by the employee at the commencement of the parental leave.

13.05 A male employee, upon written request accompanied by a statement by a duly licensed physician or medical authority verifying the pregnancy of the spouse of such employee, shall be granted up to, but not exceeding, five (5) working days or forty (40) hours of leave after delivery by the spouse of such employee. Such leave shall be granted consistent with Sections 13.02, 13.03, and 13.04 hereof.

### CIVIC LEAVE

#### **ARTICLE 14**

14.01 All covered employees of the City will be granted, upon written request from the employee, civic leave upon the terms and conditions set forth herein.

14.02 Whenever any covered employee is required to be absent from work by a summons for jury duty or by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses which compels the employee's presence as a witness, unless the employee is a party to the proceedings or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular rate of pay to comply with the summons or subpoena; provided, the employee presents evidence of having served as a juror or witness; and provided further, that such employee has submitted a copy of the summons or subpoena to the Department Head prior to the date the employee will be required to be absent from work.

### **MILITARY LEAVE**

#### **ARTICLE 15**

15.01 Any bargaining unit employee who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a military leave without loss of pay during which time the employee is engaged in the performance of official duty or training under competent orders. While on such leave, such employee shall be paid the employee's regular rate of pay, not to exceed a total of twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) paid hours in any one payroll year; provided however, to receive payment of salary an employee must, prior to the leave, file with the Head of the Department a copy of official orders and upon return a certification from the Commanding Officer of performance of duty in accordance with terms of the order.

Where such annual military leave exceeds twenty-two (22) eight (8) hour work days annually and is pursuant to Executive Order or other legislative action of the Congress, such employee shall be entitled only to the difference between his regular wage and his military pay, as set forth in ORC 5923.05.

### **PERSONAL LEAVE**

#### **ARTICLE 16**

16.01 Covered full-time employees may request and receive a maximum of forty (40) hours of personal leave with pay during each calendar year, provided that the employee has completed ninety (90) calendar days of employment. Personal leave shall be prorated during the first calendar year of employment for new employees. Written requests for use of personal leave shall be submitted to the Department Head except in emergency situations which must be phoned in. However, all requests for personal leave must be approved by the Department Head before said employee is pre-authorized to be absent from duty.

16.02 Such personal leave hours may be requested, and upon approval, taken in only whole hours with a minimum of one (1) hour. Personal leave hours not used within the calendar year shall not accumulate and carry over to a subsequent calendar year. The Department Head may deny the request for leave in the event such leave will unduly handicap the operation of the particular unit, division, or department.

## FUNERAL LEAVE

### **ARTICLE 17**

17.01 Any covered full-time employee will be granted up to a maximum of three (3) scheduled eight (8) hour working days with pay to arrange and attend services of the deceased upon the death of a member of the employee's immediate family as defined in Section 10.02 above and including the employee's brother-in-law, sister-in-law, spouse's grandparent or any relative residing in the household of the employee. Said days of leave for attendance at funerals for members of the immediate family or any relative residing in the household of the employee shall not be charged to sick leave. Employees shall be entitled to one (1) additional day if travel to the funeral is in excess of five hundred (500) one-way miles.

Such funeral leave must be used within six (6) weeks of the date of passing.

17.02 An employee may be granted additional days upon written request to the Department Head to be taken as sick leave, personal leave, or vacation leave at the employees' discretion.

## VACATION LEAVE

### **ARTICLE 18**

18.01 Employees hired prior to January 1, 2009, shall be entitled to annual vacation leave as follows:

1 through 5 years of continuous service	80 hours
6 through 11 years of continuous service	120 hours
12 through 19 years of continuous service	160 hours
20 through 24 years of continuous service	200 hours
25 or more years of continuous service	240 hours

18.02 Employees hired after January 1, 2009, shall be entitled to annual vacation leave as follows:

1 through 5 years of continuous service	80 hours
6 through 11 years of continuous service	120 hours
12 through 19 years of continuous service	160 hours
20 or more years of continuous service	200 hours

18.03 For employees hired prior to December 3, 1992, continuous service as used in this Article, shall include any prior service with any political subdivision or special district of the State of Ohio or the State of Ohio. Such prior service, if any, shall be counted in whole months as continuous service for purposes of the accrual of vacation leave set forth above. Employees hired subsequent to December 3, 1992 shall not have such prior service with any other political subdivision, special district of the State of Ohio, or the State of Ohio counted as a continuous service for purposes of this Article.

18.04 The continuous service for purposes of the accrual of vacation leave shall not include periods during which such employee was absent from employment without pay.

18.05 Vacation leave shall accrue as set forth in Section 18.01 and 18.02, above, for each completed full pay period in pay status. In order for an employee to accrue vacation leave, an employee must not be absent or tardy, without pay, for one (1) hour or more in each pay period. Vacation leave shall be taken after accrual and within the anniversary year during which the employee becomes entitled thereto, subject to the following exceptions:

- (1) Vacation leave shall not be utilized during any employee's first year of employment with the City; nor shall any vacation leave be used in excess of the number of hours of such leave accrued at any time.
- (2) Vacation leave may be denied for the convenience of the City.
- (3) All vacation leave must have prior approval (confirmed in writing) by the Supervisor to which such employee is assigned.
- (4) Use of vacation leave in excess of one hundred twenty (120) consecutive hours shall be allowed only upon prior written approval by the Mayor.
- (5) Unused vacation leave, to a maximum of eighty (80) hours, may be carried over up to one year from the employee's anniversary date of the year in which accrued provided the requested carry-over is approved in writing by the Mayor. All other earned and unused vacation, shall be paid to the employee in a cash payment equal to the employee's rate of pay on the day before the employee's anniversary date times the unused vacation leave hours. Said vacation leave payment will be made on the pay date for the first full pay period completed after the employee's anniversary date.

18.06 In the event an employee's service is severed, the employee shall be paid a cash payment equal to the employee's earned and unused vacation time and personal leave at the employee's rate of pay when severed.

18.07 Vacation leave shall be allowed and taken in whole hours only subject to the conditions set forth above, and such requests of more than one (1) day shall require not less than twenty-four (24) hour verbal confirmation from the Employer. Failure to receive twenty-four (24) hour verbal confirmation shall result in an automatic denial of the request.

## LEAVE OF ABSENCE WITHOUT PAY

### **ARTICLE 19**

19.01 Non-probationary employees may be granted a leave of absence without pay, upon the approval of the Employer and for good cause shown, for a period not to exceed sixty (60) days per payroll year. Such approval shall not be unreasonable withheld.

For purposes of this Section, good cause shall be deemed not to include employment not with the City of Maumee, or search therefor.

19.02 Such leaves of absence may be extended at the sole discretion of the Employer, but in no case will any employee be permitted to exceed one hundred twenty (120) days of leave under this Article in any one payroll year.

19.03 Employees on such approved leaves of absences for thirty (30) days or less shall have their hospitalization and other insurance benefits continued during the thirty (30) day period of time; provided, any applicable employee contribution for such coverage has been deposited with the Director of Finance.

19.04 Under no circumstances may an employee on an approved leave of absence for more than thirty (30) days in a payroll year have hospitalization and other benefits paid by the City. The employee may arrange to pre-pay, through the Director of Finance, premiums necessary to continue the employee's hospitalization or other insurance benefits for the time exceeding the thirty (30) days.

19.05 An employee on an approved leave of absence who fails to prepay any necessary employee contributions or premiums may be subject to limitations on pre-existing conditions established by the insurer when such employee returns to duty and requests reinstatement of coverage under the City's insurance plans.

19.06 An employee who fails to report to duty at the end of an approved leave of absence on the date specified by the Department Head shall be considered to have voluntarily resigned from City employment.

19.07 An employee who uses a leave of absence without pay for purposes other than the reason for which the leave was granted shall be subject to disciplinary action.

## FAMILY AND MEDICAL LEAVE ACT

### **ARTICLE 20**

20.01 See Appendix C.

(The Employer proposes to relocate this provision to the Appendix inasmuch as it is not a "leave" provision in and of itself, but a statement of the rights of the parties under the FMLA.)

## HOLIDAYS

### **ARTICLE 21**

21.01 The following days are hereby designated as holidays, with no loss in pay, for full-time employees covered by this Agreement. Holidays as used in this Section shall mean eight (8) hours. To be eligible for a paid holiday an employee must work or be in pay status, the regularly scheduled working days immediately preceding and following such holiday.

- |                            |  |
|----------------------------|--|
| (1) New Year's Day         | January 1st (if on Saturday, then designate Friday; if on Sunday, then designate Monday)   |
| (2) Martin Luther King Day | Third Monday in January  |
| (3) Memorial Day           | Last Monday in May   |
| (4) Independence Day       | July 4th (if on Saturday, then designate Friday; if on Sunday, then designate Monday)      |
| (5) Labor Day              | First Monday in September  |
| (6) Veteran's Day          | November 11th (if on Saturday, then designate Friday; if on Sunday, then designate Monday) |
| (7) Thanksgiving Day       | Fourth Thursday in November  |
| (8) Day After Thanksgiving | Friday following Thanksgiving  |
| (9) Christmas Day          | December 25th (if on Saturday, then designate Friday; if on Sunday, then designate Monday) |

21.02 In addition to the holidays set forth above, when Christmas Day (December 25th) is on Tuesday, Wednesday, Thursday, or Friday, the day immediately preceding is designated as a holiday. When Christmas Day is on a Saturday, Sunday or Monday, the work day immediately following is designated as a holiday.

21.03 In addition to the holidays set forth above, when New Year's Day (January 1) is on Tuesday, Wednesday, Thursday, or Friday, the afternoon only immediately preceding is designated as a holiday.

21.04 During a day on which supervisory personnel are scheduled to work, and bargaining unit employees are on holiday, as herein designated, supervisory personnel may perform bargaining unit work during the normal work day.

## RETIREMENT OR RESIGNATION BENEFITS

### **ARTICLE 22**

22.01 Upon resignation or retirement, an employee who has at least five (5) years of continuous service with the City immediately prior to retirement or resignation shall be entitled upon written notice to the City to a cash payment equal to the employee's accumulated unused sick leave earned in the City of Maumee to a maximum of nine hundred sixty (960) hours to be paid at the employee's rate of pay at the time of resignation or retirement except for all employees hired after September 2, 1986 which employees shall be entitled upon written notice to the City to a cash payment on a one-for-two basis equal to an amount of one-half of up to one thousand two hundred (1,200) hours or a maximum of six hundred (600) hours of accumulated unused sick leave earned in the City of Maumee to be paid at the employee's rate of pay at the time of retirement. Any hours in excess of 960 or 1,200, as set forth above, may be transferred.

22.02 In addition, all employees who sever employment shall be paid a cash payment equal to the employee's earned and unused vacation time and personal leave time at the employee's rate of pay when severed.

22.03 Provisions of Section 22.01 shall not apply when an employee is involuntarily terminated as a result of disciplinary action.

## DEATH BENEFITS

### **ARTICLE 23**

23.01 Sick leave allowance to employees, which has been earned and accumulated while employed by the City of Maumee and prior to termination of service as a result of the death of any such employee in the amounts specified in Article 22, shall be payable to the employee's designated beneficiary or beneficiaries at the employee's regular scheduled rate of pay at the time of said employee's termination of service by death.

23.02 All covered employees, provided that such employees have completed ninety (90) calendar days employment with the City of Maumee (effective the first day of the month after ninety (90) days of employment will have been completed), shall be included in a group life insurance program containing convertibility rights upon termination of service in the amount of fifty thousand dollars (\$50,000) face value and an accidental death and dismemberment clause of an amount equal to face value.

23.03 The amount of the coverage as provided in Section 23.02 above shall be reduced pursuant to the contract of the group life insurance program in effect for those employees who have attained the ages of sixty-five (65) years.

23.04 Premiums for the aforementioned group term life insurance program shall be paid by the City of Maumee.

**HOSPITALIZATION, PHYSICIAN'S SERVICES,**  
**MAJOR MEDICAL INSURANCE**

**ARTICLE 24**

24.01 All full-time employees and the dependents of such employees, shall be eligible for coverage under the group health plan which the City, by contract has entered into, the premiums for which shall be paid by the City, subject to the following exceptions and conditions:

- (1) Such employee has been employed by the City for thirty (30) or more calendar days, (the employee shall be covered the first day of the month following completion of thirty (30) days of employment);
- (2) Such employee is a subscriber to said group health plan by having completed the necessary application forms and filed the same with the Director of Finance; and;
- (3) Said employee has signed a payroll deduction form and filed the same with the Director of Finance authorizing a payroll deduction for the premium in excess of the City's share as set forth in Section 24.03.
- (4) If the spouse of the employee is eligible for health care coverage, at a premium cost not to exceed \$75.00 per month with the spouse's employer, the spouse must elect coverage from their own employer and shall only be eligible for secondary coverage herein.
- (5) Each employee seeking coverage hereunder must certify by affidavit that his or her spouse is not eligible for and does not have healthcare coverage with another employer. It is the responsibility of the employee to notify the Employer of any change in this status.

24.02 The City shall include a dental plan in the employee group health plan the cost for which shall be included as a part of the City's contribution cap formula set forth in Section 24.03.

24.03 The City shall make payments of such premiums for the group health plan described in Section 24.01 above, to the extent of eighty-five percent (85%) and the employee shall pay the remaining fifteen percent (15%) through automatic payroll deduction, not to exceed \$125 single/\$250 family per month.

24.09 Not less than 90 days prior to the date of the renewal of the City health insurance, the City will meet with one (1) member of each bargaining unit to review the insurance and discuss economically feasible alternatives. This committee shall have no authority to bind the City, but upon consensus shall make such recommendation to the City Administrator for presentation to City Council. The committee meeting shall occur during the normal workday of the committee participants.

24.10 The Union recognizes the right of the City in its discretion to secure alternate insurance carriers and to modify coverage, which measures may be used to maintain or to lessen premium costs. Prior to any modifications of benefits or coverage, the Union and the City agree to meet and discuss any such modifications.

24.11 Effective January 1, 2016, the insurance plan will remain as it is currently exists for 2015.

24.12 Effective January 1, 2017 bargaining unit members shall have the same health insurance including surgical, dental and vision, and prescription drug coverage as that which is provided for all non-bargaining unit employees (including managerial employees.) Eligible employees will have a network deductible responsibility of \$250 single/ \$500 family as part of the medical and RX coverage provided, a max out of pocket responsibility (excluding deductibles) of \$750 single/ \$2,000 family in-network coverage.

24.13 Effective September of 2017 the parties agree that they shall engage in a re-opener for the purposes of healthcare coverage for 2018 in accordance with Ohio revised Code section 4117.

### **PROBATIONARY PERIOD**

#### **ARTICLE 25**

25.01 Newly hired employees shall serve a one hundred eighty (180) calendar day probationary period. Employees receiving a promotion shall serve a ninety (90) calendar day probationary period.

25.02 During the ninety (90) day promotional probationary period, the City shall retain the right to return an employee who is unable to perform the duties of the new position to the employee's previous position. Any such revocation of a promotion shall not take place until a meeting is conducted by the Department Head. At such a meeting, the Supervisor and/or Division Head shall state the reasons for returning the employee to the previous position and the employee shall be given the opportunity to speak on his own behalf.

25.03 At any time during the ninety (90) calendar day promotional probationary period, an employee may voluntarily return to the previously held position provided that the Department Head is given a written statement from the employee indicating that such a change is desired. The Department Head shall provide a copy of any such statement to the Union.

25.04 During an employee's promotional probationary period, such employee shall be eligible for overtime consistent with the provisions of Article 43 of this Agreement with the exception of overtime for station checks in the Divisions of Water and Sewer. No such employee shall be placed on the station check list in either division until sufficiently trained by the Supervisor and/or his designee.

Anytime after the thirtieth (30th) day of the promotional probationary period, such employee may request a written explanation as to his deficiencies preventing placement on the rotation check list, the reasonableness of which may be subject to the grievance procedure.

25.05 Newly hired employees shall not be eligible for overtime callouts or station checks, if applicable, during the first thirty (30) days of the probationary period except in emergency situations.

## POSTING

### **ARTICLE 26**

26.01 When a position is created or becomes vacant as a result of the promotion or severance of an employee, notice of such vacant position shall be posted after Council has authorized such position to be filled. The postings shall be in conspicuous places for a period of at least five (5) working days.

The Union President shall also be provided with a copy of the notice which may be posted on Union bulletin boards as determined by the Union. Posting of vacancies shall contain:

- (1) Location of work area & division;
- (2) Normal hours of work;
- (3) Rate of pay as of the end of the posting period;
- (4) Description of duties and essential job functions;
- (5) Minimum qualifications;
- (6) Beginning and end of posting period.

26.02 The posted vacancy shall be filled as expeditiously as possible within compliance with time requirements of the Civil Service Rules and Regulations, if applicable, and Council confirmation of the appointing authority's recommendation.

26.03 All selections shall be made in accordance with the rules of the Civil Service Commission for those positions in the classified service. In the event that Laborers qualify in the top five (5) scores for the classification of Operator, the most senior Laborer shall be appointed to the vacancy in the Operator classification.

The most senior laborer having passed the minimum standards of the Civil Service Commission test for a given position, with a score of not less than 80%, shall have preferential hiring rights over outside applicants. The process shall apply until all qualified internal applicants are exhausted.

For employees in the support or clerical classifications who apply, the senior qualified employee shall be appointed to the vacancy. Seniority credit as provided in the Civil Service rules will apply to Laborers who take examinations and who are employed with the City on the date of the execution of this Agreement.

26.04 All employees and candidates must meet the minimum qualifications of the classification and be able to perform all material and substantial duties of the position. However, no employee shall be entitled to bid on or be appointed to a position, whether or not newly created, if he has less than one (1) year in his current position.

If no employee bids on the vacancy, it shall be opened up to those with more than ninety (90) days within a position but less than one (1) year.

26.05 When a new position classification is added to the bargaining unit pursuant to Section 2.03 of this Agreement, additional positions already in the bargaining unit are authorized, or a vacancy occurs in a position included in the bargaining unit, any of which Council has authorized to be filled, such position shall be posted pursuant to Section 26.01. All such positions shall be open to bid by an employee who meets the requirements and minimum qualifications for the position for which the employee is bidding. Employees interested in bidding on a position shall submit a written statement of such interest to the Department Head within the posting period.

The Department Head shall consider all bids and base the selection on the seniority and performance records, including attendance, of the employees submitting bids. In any case, where the performance records of two or more employees who have bid on a position are reasonably similar, the Department Head shall transfer the employee with the most seniority to the position. Nothing contained herein shall be construed to limit the right of the Department Head to transfer or reassign that employee or any other employee for the effective and efficient operation of the Department.

26.06 Employees in the same classification wishing to exercise an opportunity to voluntarily transfer between divisions shall provide such request, in writing, to the Department Head. Such request shall include the name(s) of the employees involved and the ultimate destination. Such request shall be subject to the approval of the Department Head and shall account for the reasonable and efficient operation of the Divisions involved.

## LAYOFF PROCEDURE

### **ARTICLE 27**

27.01 When it becomes necessary, because of lack of work or funds, to reduce the number of bargaining unit employees; emergency, provisional, temporary, seasonal, and original probationary employees in the bargaining unit, shall be laid off first in that order. Permanent employees shall be laid off next if necessary. The employee who has the least amount of total seniority in the position classification designated for the layoff shall be notified of the layoff and shall have the right to displace another employee in a lower level position of the classification series who has less total seniority. Any employee who is displaced by this procedure shall have the right to displace another employee who is in the same position classification who has less total seniority or an employee who is in a lower level position of the classification series and who has less total seniority.

This process shall repeat itself until the employee having the least amount of seniority within the position classification series is laid off. An employee whose position has been identified for abolishment or who has been displaced shall have the right to accept a layoff rather than displace any other employee.

The employee who is laid off shall receive payment, on the pay date for the pay period in which the layoff becomes effective, for accrued but unused vacation, earned compensatory time, and unused personal leave.

27.02 Employees laid off or displaced will be placed on a recall list according to total City seniority. Employees will remain on this list for two (2) years. All employees to be recalled shall be notified by certified mail to the address of record, fourteen (14) calendar days prior to the scheduled recall. It is the responsibility of an employee to maintain a current address with the City during the period on the recall list.

In the event that a person has been on the recall list for two (2) years without being recalled, such person shall be entitled to payment for accumulated unused sick leave earned while employed by the City of Maumee under the terms and conditions set forth in Section 22.01.

27.03 The City agrees to give the Union President and any employee identified for layoff a written notice of layoff thirty (30) days in advance of any such layoff. Upon the request of the Union, the City shall meet with the Union to discuss the reason for the layoff.

## BULLETIN BOARDS

### **ARTICLE 28**

28.01 The City shall permit the Union to utilize existing bulletin boards, or provide its own, in mutually agreed sites, of a size not to exceed 3' X 3', at the following locations:

- (1) Administrative Offices;
- (2) Sewer Division;
- (3) Water Division;
- (4) Police Division, Office Area;
- (5) Fire Division, Office Area.
- (6) Service Working Group

The bulletin boards may be utilized for Union communications. The bulletin boards may not contain materials regarding candidates for public office. The bulletin boards may not contain any information or materials which are derogatory or demeaning to City Officials, City Employees, or any other person.

## UNION REPRESENTATIVE

### **ARTICLE 29**

29.01 Ohio Council 8 and International Union representatives have the right to visit the premises during working hours to check compliance with the Agreement. The Department Head or Supervisor must be notified in advance and give approval for any visit during working hours. The approval shall not be unreasonably denied.

Such visits will not be disruptive to the City's operations and shall not take place when other City business is pressing. If approval is denied, permission to visit shall be granted at the next earliest possible time.

## STEWARDS AND OFFICERS

### **ARTICLE 30**

30.01 The Union shall be permitted one (1) Steward for each of the following groups: Operation; Construction; Clerical; Sewer; Water; Natural Resources. The Union shall provide the City with a list of officers and stewards annually.

30.02 The Chief Steward or group steward, as well as the President, or Vice President in the absence of the President, shall be allowed reasonable time to process grievances, represent employees in disciplinary proceedings, and participate in scheduled divisional and/or departmental labor-management meetings without loss of pay, upon prior written notice to and authorization from the Division Supervisor. A steward or officer shall be permitted up to one-half (1/2) hour typically at the end of the workday to investigate a grievance and discuss it with the grievant.

30.03 The Employer shall grant a total of five (5) days of leave of absence for the bargaining unit with pay, for each calendar year of the contract. These absences shall be used to attend training sessions, safety seminars, legislative conferences, and state and national conventions sponsored by the Union. The local Union agrees to give ten (10) days advance notice in writing when possible, and to provide payment for other costs incurred by the employee's attendance at these training sessions. Leave of absence for Union officials or delegates shall not be cumulative from year to year. The Union agrees to cooperate with the Employer to minimize the impact on the work force.

### **LABOR-MANAGEMENT MEETINGS**

#### **ARTICLE 31**

31.01 The parties agree to meet to discuss issues of concern to either party from time to time or as often as the parties mutually agree. Each party may be represented by up to three (3) persons. In addition, a staff representative of the Union may attend.

31.02 The party seeking the meeting shall provide an agenda of specific items to be discussed prior to the meetings, and a brief explanation on each. Such meetings shall be held during working hours unless otherwise mutually agreed.

### **HEALTH AND SAFETY**

#### **ARTICLE 32**

32.01 The City will provide, to the extent possible, safe working conditions, procedures, and equipment. Employees agree to report unsafe working conditions or equipment to the Department safety committee through their divisional representatives on that committee.

32.02 The divisional representatives of the safety committee shall evaluate the report for determination of review and recommendation for correction by the Safety Committee where warranted.

The Safety Committee members shall have the authority to discontinue work where conditions or equipment pose a significant threat to employee(s).

In the event that Safety Committee representatives discontinue work or use of equipment, the Safety Committee shall meet as soon as it is practical to investigate and determine a final recommendation for resolution to the problem.

32.03 This Article shall not be intended to indicate that normal work of the Department or Division is automatically considered unsafe. Normal work of the Department or Division may not be refused unless there is an unusual problem involved, the employee is not qualified, or any required trained or qualified individual is not present to direct the work assignment.

### WORK RULES

#### **ARTICLE 33**

33.01 It is understood that the City has the right to establish reasonable and necessary work rules and procedures for the operation of the City. The City shall make copies available of all work rules. When existing rules are changed or rules established, the City shall post the rules for a period of ten (10) work days prior to the effective date, unless an emergency situation exists. All rules shall be uniformly applied and enforced.

33.02 All newly hired employees shall, within fourteen (14) days of hire, be provided a copy of the current work rules.

### SUBCONTRACTING

#### **ARTICLE 34**

34.01 The Employer reserves the right to contract out or subcontract work which, in the Employer's sole discretion, requires a degree of specialization not present in the bargaining unit or is of such a nature that performance by bargaining unit members is impractical.

34.02 Such contracting out or subcontracting shall not be done for the sole purpose of reducing the employees' work week, or hourly rates of pay, or the eroding of job classifications. The City agrees that no employees in the bargaining unit shall be laid off as a result of any decision to subcontract City work during the life of this Agreement.

34.03 The Employer agrees to notify the Union in the event this Article is utilized, and provide an opportunity to meet with the Union if so requested in writing.

## DESIGNATION OF EQUIPMENT

### ARTICLE 35

35.01 Employees in the Department of Public Service shall operate City owned or leased equipment according to the following schedules:

(1) Laborers:

Power tamper

Concrete saw

Push lawn mowers

Small riding lawn mowers (i.e., "grasshopper", etc.)

Hand gas or diesel powered machinery under 25 H.P.

All small equipment including pumps, mowers, paint machines, etc.

Tap machines for tap of two (2) inches or less (Water Division)

Cable pulling winch for TV camera (Sewer Division)

Chipper with an Operator

Leaf Loaders

Air Compressors and attachments

Cushman/John Deere type utility vehicles

Car or pick-up truck

Equipment for maintaining Rolf Field under the direction of an Operator unless such equipment is designated for Operators.

Any designated equipment in the service yards at 210 -214 Illinois Ave. or Water Tower on Dussel Drive, as set forth in 35.04.

(2) Operators - Above equipment and all other equipment.

35.02 Equipment manning shall be determined at the sole discretion of the Director of Public Service or his designee.

35.03 Any new equipment that becomes available for use by personnel in the Service Department shall be reviewed for designation on the appropriate classification list. The Employer shall initiate the designation process not more than ten (10) working days after the new equipment becomes available, but in any event before the equipment is placed into service. The review shall be done by two (2) Supervisors and by two (2) equipment operators. Following the review, a written recommendation shall be forwarded to the Department Head who shall, within five working (5) days, so designate the classification listing of the equipment as recommended or where the Department Head finds compelling reasons, to otherwise designate the equipment. A copy of such reasons shall be given to the Supervisors and operators who had reviewed the equipment and to the Union President. In the event the Department Head fails to respond within the five (5) days stated above, the equipment shall be designated as recommended by the committee. In the event a committee is not appointed, the equipment shall be designated as operators equipment until such time as the provisions of this Section are met.

35.04 When such equipment is available and not on a job site, an employee shall be permitted to operate equipment designated one classification above such employee's position classification in order to familiarize himself with the equipment. Any such practice operation of equipment shall be conducted in the municipal complex at 210-214 Illinois Avenue or the Water Tower grounds off of Dussel Drive and may be done during either of the scheduled breaks defined in Article 9 of this Agreement or during the employees lunch period.

## MISCELLANEOUS

### **ARTICLE 36**

36.01 Job Descriptions: The City agrees to inform the Union of changes in the position descriptions of any position in the bargaining unit prior to implementation.

36.02 Total seniority, as used in this Agreement, is defined as total continuous time employed by the City in any full-time positions. Such seniority shall be used in lay-off and recall procedures, promotions, and longevity calculation (when applicable). Such seniority shall be used to determine the callout rotation, overtime distribution, bidding on lateral transfers, and working out of classification.

## GRIEVANCE PROCEDURE

### **ARTICLE 37**

37.01 It is the policy of the City of Maumee that all employees shall be treated fairly in every respect of their employment. The intent and purpose of this grievance procedure is to establish an avenue for employees to raise grievances and for the City to process those grievances in a fair, just, and proper manner and to settle grievances at the earliest possible step. All employees have the opportunity to use this procedure without restraint, interference, coercion, discrimination, or reprisal.

37.02 For purposes of this procedure, the below listed terms are defined as follows:

- (1) "Grievance" shall only mean a claim by an employee(s) that there has been a violation, breach, misinterpretation, or improper application of the specific and expressed written provisions of this Agreement.
- (2) "Grievant" shall be defined as an employee or employees of the City of Maumee initiating or filing a grievance. When two (2) or more grievants file identical or similar grievances, such grievances shall be processed simultaneously. The decision on such a grievance shall apply to all grievants in the group and each shall be given a copy of the decision. A grievant may withdraw, in writing, from an individual or group grievance any time before a decision is rendered.

- (3) "Days", as used in this procedure unless otherwise stated, shall mean work days excluding Saturdays, Sundays, or Holidays.
- (4) "Immediate Supervisor" shall mean the supervisory personnel having immediate supervisory responsibility over the event or matter when the grievance occurred.

37.03 Time Limits.

- (1) The number of days indicated at each level shall be the maximum; provided however, the time limits may be extended by mutual agreement of the parties.
- (2) If a grievant does not submit a written grievance within seven (7) work days of the occurrence of the facts giving rise to the grievance, or seven (7) work days of the date, in the exercise of reasonable diligence, of the employee's knowledge of the occurrence of the grievance then the grievance shall be considered waived, unless the facts giving rise to such grievance have been intentionally concealed.
- (3) If a decision on a grievance is not appealed within the time limits specified at any level of this procedure, the grievance will be deemed settled on the basis of the disposition at that level and further appeal shall be barred.
- (4) Failure at any level of these procedures to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
- (5) All notices of hearings and dispositions of grievances shall be delivered to the grievant and Union.

37.04 Miscellaneous

- (1) Hearings held under this procedure shall be conducted at or near the end of the scheduled work day unless otherwise mutually agreed.
- (2) The existence of the grievance procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided, and shall not impair or limit the right of any employee to pursue any other remedies available in any other form, except that any employee who pursues any available remedy other than provided by this procedure, either before initiating or during this procedure, shall be deemed to have automatically waived and forfeited any remedies provided by this procedure.

- (3) There shall be no reprisal of any kind against any party participating in the grievance procedure.
- (4) Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- (5) The representative of the City may call witnesses and present evidence of facts pertinent to any grievance filed under this procedure.
- (6) Employees shall have the right to present grievances and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union has the opportunity to be present at the adjustment.
- (7) Grievants shall have the right to have the Union present and to present witnesses at any step in the grievance procedure.

#### 37.05

#### Procedure

- (1) **Step One**  
An employee having a grievance may pursue such grievance by submitting a written grievance form to the immediate supervisor within seven (7) work days of the event or circumstances giving rise to the grievance, or seven (7) work days of the date, in the exercise of reasonable diligence, of the employee's knowledge of the occurrence of the grievance.

The supervisor shall meet with the grievant to discuss the matter within five (5) days. Within three (3) days of the meeting, the supervisor shall provide a written response to the grievance. Such response shall be given to the grievant, the Union, and the Division Head. If not satisfied with the supervisor's response, the grievant may proceed to Step Two.

- (2) **Step Two**  
An employee having a grievance which was not resolved at Step One may pursue the grievance by submitting an appeal to the Division Head within five (5) days following the grievant's receipt of the response at Step One. Within five (5) days after receipt of the appeal, the Division Head, or designated representative of the Division Head, if he so chooses, may schedule and conduct a hearing with the grievant.

The Division Head, or designee, shall provide the grievant and Union with a written disposition of the grievance within seven (7) days of the filing of the grievance, or within three (3) days after the hearing, if held. In the event the grievant's Division Head is also the grievant's immediate supervisor, and there has been compliance with Step One of this procedure, the grievance may proceed directly to Step Three of this procedure.

(3) Step Three

If the grievant is not satisfied with the disposition received from Step Two, the grievant may submit the grievance to the Department Head within five (5) days of the receipt of the Division Head's written disposition. Such Department Head may schedule and conduct a hearing with the grievant within ten (10) days after receipt of the grievant's appeal; and, within five (5) days after such hearing, if held, or ten (10) days after the receipt of the grievance, if no hearing was held, the Department Head shall provide the grievant and Union with a written disposition on the grievance. In the event the grievant's immediate supervisor is the Department Head and there has been compliance with Step One, the grievance may proceed directly to Arbitration.

- (4) Grievance mediation shall take place prior to going to arbitration upon mutual agreement of the parties.

37.06 Arbitration Procedure

- (1) In the event a grievance is unresolved as a result of Step Three of the Grievance Procedure, the Union may, within ten (10) days of the receipt of the written response from the Department Head, submit the grievance to arbitration giving written notice to the Department Head. The Union shall contact the appropriate arbitrator from the list and schedule a hearing within forty-five (45) days of the date the notice was sent to the Department Head.
- (2) The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement.
- (3) The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual agreement of the parties.
- (4) The fees and expenses of the arbitrator shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them.

- (5) Witnesses shall suffer no loss of pay for participation in such hearing if such hearing occurs during normal working hours.
- (6) The decision of the arbitrator shall be final and binding upon the parties.
- (7) There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. The arbitrators placed on this panel shall be:
  - (1) Dennis Minni
  - (2) James Mancini, Esq.
  - (3) Anna DuVal Smith
  - (4) Dr. David Pincus
  - (5) Robert Stein
- (8) The parties shall attempt to mutually agree upon an arbitrator from the above panel; if no agreement is reached names shall be alternately stricken until one remains.

#### **CORRECTIVE ACTION**

#### **ARTICLE 38**

38.01 The City will follow a five (5) step progressive corrective action policy subject to the provisions of paragraph number 2, below consisting of:

- (1) Verbal warning (with written documentation);
- (2) Written warning;
- (3) Suspension of five (5) days or less;
- (4) Suspension of more than five (5) days;
- (5) Discharge.

Discipline will normally progress through the degrees; however, any level may be repeated or, depending upon the nature of the offense, levels may be passed over. Each person may review his permanent file upon request and may have a copy of any information contained therein. Records of verbal and written reprimands may be expunged, upon written request, from an employee's record after one (1) year. Records of suspensions of five (5) days or less may be expunged upon written request after two (2) years. Suspensions of more than five (5) days may only be expunged, upon written request, after three (3) years. Any such expungement shall be subject to the following criteria:

- (1) There has been no occurrence of a similar type incident within the respective time periods and;
- (2) The Law Director has given written approval after determination that such expungement will not adversely impact upon the City's legal position in any pending or reasonably foreseeable subsequent court action.

38.02 When an employee is charged with an offense, such employee shall be entitled to a hearing to determine the validity of the charge. Such employee shall be provided with a copy of the charges that have been alleged and the Division Head shall schedule a hearing within three (3) days to determine the facts of the case and the corrective action to be taken, if any. Written notice of the hearing shall be given to the employee and to the Union President.

38.03 The Union may appeal suspensions to the grievance procedure at Step Three and arbitration.

Before proceeding to arbitration, grievance mediation will be utilized by the parties. The time lines for filing a request for arbitration will be suspended subject to the mediation procedure.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed and forwarded to the mediator by the moving party.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The City may in its discretion determine the number of the makeup of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.

The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

**LONGEVITY PAY**

**ARTICLE 39**

39.01 Longevity pay shall be calculated and paid in accordance with the following:

- (1) All full-time employees covered by this Agreement hired after January 9, 1983, who have completed five (5) full calendar years of continuous service with the City, shall be entitled to annual longevity payments according to the following schedule:

COMPLETED CALENDAR YEARS OF SERVICE	AMOUNT
Five (5) Years through Nine (9) Years	\$ 600
Ten (10) Years through Fourteen (14) Years	\$ 900
Fifteen (15) Years through Nineteen (19) Years	\$1200
Twenty (20) Years through Twenty-Four (24) Years	\$1500
Twenty-Five (25) Years or more	\$1800

39.02 All such longevity pay to which an employee is entitled shall be paid as a lump sum by the first payroll in February of each calendar year.

**DIFFERENTIAL**

**ARTICLE 40** Deleted as of February 20, 2006

## SAFETY EQUIPMENT

### ARTICLE 41

41.01 The following items of approved safety and protective equipment shall be provided by the City and replaced as needed as determined by the Department Head or designee:

- (1) gloves;
- (2) rain gear which includes rainboots;
- (3) earplugs or hearing protection;
- (4) safety goggles;
- (5) hard hats;
- (6) other safety equipment as determined by the Department Head;
- (7) One (1) pair of overalls, per employee, in the Service Department to be replaced as needed at the sole discretion of the Department Head.
- (8) Once annually, the Employer will reimburse each non clerical employee, upon presentation of a paid receipt, for approved work shoes. Such reimbursement shall not exceed \$200.00 per employee. The employee must be in active pay status at the time of the purchase.

Receipts for reimbursement shall be submitted between January 1 and March 30 of the current year and reflect a purchase date covered by that same time frame. Any receipt received outside that time frame will not be accepted for reimbursement.

- (9) The Employer shall reimburse the Service Department Laborer or Operator 50% of the cost over insurance coverage for prescription, safety eyeglasses (ANSI approved) to a maximum of \$35.00 every two (2) years.

41.02 The failure of an employee to utilize the above listed safety and protective equipment when assigned to duties which in the opinion of the supervisor requires the use of such equipment shall be cause for appropriate corrective action as set forth in Article 38. All safety and protective equipment provided for employees shall remain the property of the City of Maumee and shall only be used in the performance of official duties unless otherwise authorized by the Director of Public Service.

41.03 Non-clerical employees shall be required to wear uniforms when on the job upon the issuance of new uniforms.

41.04 City-issued uniforms may not be worn when an employee is not on the job.

## WORKING OUT OF CLASSIFICATION

### **ARTICLE 42**

42.01 With respect to casual Laborers and overtime, the parties agree that if a crew is assembled for work, and the Employer is aware of a reasonable likelihood that such will result in overtime, then no casual Laborers will be worked in an over-time capacity unless and until such overtime is first offered and refused by bargaining unit Laborers.

42.02 Any employee in an "acting" out of classification capacity (higher class) shall be entitled to an additional \$.50 per hour, but shall not be assigned to the City issued pager/cell phone, if applicable.

## OVERTIME COMPENSATION

### **ARTICLE 43**

43.01 If approved by the Department Head or immediate supervisor, all full-time employees shall receive, in addition to their base pay, overtime compensation for hours actually worked in excess of regularly scheduled hours in each work week. Compensation for overtime hours, in addition to base pay, shall be as follows:

- (1) For the first four (4) hours of continuous time after an employee has worked a full shift, at the rate of fifty percent (50%) of base pay.  
  
For all hours of continuous time each work day after an employee has worked a full eight (8) hour shift, or any hours worked in excess of forty (40) in any work week, at the rate of fifty percent (50%) of base pay.
- (2) Any overtime incurred on holidays, as designated in Sections 21.01 through 21.03, shall be paid at the rate of one hundred percent (100%) of base pay.
- (3) Employees who work a regular Monday through Friday schedule pursuant to Article 9 (Hours of Work) of this Agreement:
  - (a) For all call out (non-scheduled) hours from 12:00 a.m. on Sunday until 12:00 a.m. Monday and on holidays on which an employee is not regularly scheduled to work, as defined by article 21, at the rate of one hundred percent (100%) of base pay.

43.02 Full-time employees may receive, in lieu of said overtime, time off with pay at the rate so specified above; provided, however, that any such time off with pay be scheduled subject to the approval of the Division and Department Heads to which such employee is assigned and further subject to the following conditions:

- (1) Such compensatory time shall be given in lieu of pay, and if the daily overtime meets or exceeds eight (8) hours, may be split equally between pay and compensatory time to the nearest whole hour.
- (2) Compensatory time which is unscheduled as time off may be accrued by an employee up to an amount not to exceed eighty (80) hours at any one time. Any overtime hours worked which would result in an excess of eighty (80) hours unscheduled compensatory time shall be paid on the pay date for the pay period in which the hours were worked and consistent with paragraph (1) above.
- (3) Compensatory time may be taken as time off, upon approval, and written confirmation, or scheduled off provided no more than two hundred (200) hours of such compensatory time can be taken in any payroll year.

43.03 For purposes of this Article, "regular shift" shall mean the eight (8) hour work day to which the employee is regularly scheduled to work, and actually worked, "full shift" shall mean eight (8) consecutive hours of duty, and "continuous time" shall begin when the employee starts to work and shall not be deemed interrupted by a lunch period or a rest period. In overtime situations, time taken as breaks or lunch periods shall not be paid.

43.04 As set forth in Section 43.01, full-time employees shall receive said overtime compensation for no less than two (2) hours, when called out for duty not scheduled in advance or not abutting or overlapping their scheduled duties; provided however, that all subsequent callouts for such employee which fall within two (2) hours of the first callout shall be counted as a part thereof. In the event that a Supervisor calls out an employee inconsistent with Sections 43.06 and 43.07 and then recalls the employee to cancel the callout, such employee shall be compensated with one (1) hour of overtime at the applicable rate. In the event that the called out employee reports for work before the error is corrected, said employee shall be compensated for two (2) hours at the applicable overtime rate provided that the employee remains at the place of work for two (2) hours or the period of the callout, which ever is the lesser. Should the employee elect not to remain at the place of work after such a callout by error, said employee shall be compensated for one (1) hour at the overtime rate.

There shall be no pyramiding of overtime as a result of this section, and any employee performing a station check shall not be entitled to additional overtime when on callout overtime.

43.05 The Employer shall not be required to call employees on military leave, sick leave, funeral leave, or injury leave until after that employee reports for the next regularly scheduled shift. Employees on all other approved leaves, while in pay status, shall be eligible for overtime.

The Employer shall not be charged with a violation for inadvertent mistakes of this section.

43.06 For overtime outside the normal work day:

Opportunity to work overtime shall be distributed as equally as practical among employees in the same position classifications within a general working group, starting with the callout crew and then by fewest recorded hours and then by most seniority. Laborers may be utilized for appropriate overtime work. Eligibility shall be in conformance with Article 25.05.

For the purposes of this section, there shall be three "general working groups" defined as follows: Sewer; Water; and Service (composed of Natural Resources, Operations Maintenance and Operations Construction).

Clerical overtime within a specific division shall be distributed as equally as possible among employees in that specific division who are qualified to perform the specific task.

Clerical overtime resulting from job continuation in a specific division shall be first offered to personnel within the specific division who performed the specific task on that particular day.

43.07 For overtime within the normal work day:

Lunch time overtime resulting from job continuation of the specific working group shall be performed by personnel within the specific working group.

Lunch time overtime resulting from opportunities not related to job continuation of the specific working group shall be assigned as per Article 43.06. For the purposes of this section, there shall be five "specific working groups" defined as follows: Sewer; Water; Natural Resources; Operations Maintenance; Operations Construction.

43.08 The callout crew for the Service working group shall consist of three (3) operators who shall be called out on the basis of fewest overtime hours and then by most seniority. The callout crews for the Sewer and the Water working groups shall consist of one (1) operator each.

Employee substituting shall be allowed on the callout crew under the listed terms only:

- (1) The substitution must be made known to the appropriate supervisor, not later than noon on Monday for the week the substitution takes effect.
- (2) The hours for callout priority shall be those of the substitute, and shall be established on Monday of each week.
- (3) Substitutions must be made before scheduled overtime is announced to be effective for the scheduled overtime. ("Scheduled overtime" shall be defined to be any overtime announced within the normal work day.)
- (4) Payment for callout crew will be made to those assigned; adjustments for substitutions must be handled between the affected employees.
- (5) Any employee who participates on the callout crew, including station checks, must provide the appropriate supervisor with a valid and up to date phone number. Callout hours accrued shall be on the basis of all hours accepted.

43.09 Callout overtime for callout crews shall be mandatory for the first two hours of any callout. If any callout crew personnel rejects a callout, does not respond to a callout within 10 minutes of the time the call was made, or responds later than forty-five (45) minutes after the callout was made, said employee will be charged with two hours or the actual hours of the overtime worked, whichever is greater, at the appropriate rate.

43.10 When there are additional opportunities to work overtime, the employee or employees who accepted overtime before the start of the normal shift will be considered first to stay for such subsequent contiguous overtime opportunities in the general working group as defined in Section 43.06 ¶2.

43.11 An up-to-date record showing overtime hours worked and/or charged shall be posted on the first working day of each week in a prominent place accessible to employees. The overtime hours list shall be reset to zero (0) hours for each employee on the first Monday of July of each year.

Any person initially hired within a calendar year shall be listed on the overtime callout list with the number of hours equal to the highest number of hours for any employee in that position classification.

43.12 If more employees are required for overtime than are available within a working group, priority shall be from all other working groups collectively on the basis of Article 43.06.

43.13 In the event that an insufficient number of employees accept overtime, the employee within the general working group with the least seniority in the position classification required to perform the overtime shall be assigned to work the available overtime. Any employee so required to perform the overtime on a designated holiday as defined in Section 21.01 shall be entitled to a rate of one hundred percent (100%) of base pay.

43.14 An employee accepting callout overtime must report to the assigned work place within forty-five (45) minutes of being called. Failure to report within the time limit will result in ineligibility for that overtime callout and appropriate charges. An employee who accepts scheduled overtime and fails to report at the appropriate starting time shall be ineligible for that overtime, but shall be charged for the hours.

43.15 As of the first pay period in January 2016, no employee shall be eligible to work more than fourteen (14) consecutive clock hours in any pay status. Upon completion of fourteen (14) consecutive clock hours in any pay status, an employee shall be ineligible for any additional hours until the completion of a mandatory four (4) hour rest period. The rest period may be extended to a maximum of eight (8) hours at the option of the employee.

Upon completion of the rest period, the employee shall report back to his regularly scheduled shift, or may elect to return for additional overtime duty, at a rate of 50% of base rate, as appropriate. If pursuant to this section, an employee is off for a portion of his regular shift, such employee will receive straight time wages for that portion of the shift which is the mandatory rest period. Any additional portion of the rest period will have to be taken by the employee through use of available leave time.

43.16 Where overtime is the continuation of the employee's regular shift, such employee shall be permitted a one-half (1/2) hour break after the completion of two (2) hours beyond the regular shift. In addition, all employees when working overtime shall be permitted an additional one-half (1/2) hour break after the completion of each four (4) hours of work without a break. An employee who has "clocked out," exclusive of the call out crew, on a particular day, may be eligible for continuation overtime. A reasonable attempt may be made to contact employees in the general working groups of water and sewer, due to the limited number of employees.

43.17 Overtime distribution for clerical employees shall follow the above procedure except that references to a callout crew shall not apply.

43.18 Any employee aggrieved hereunder shall be limited in remedy to being offered the next available overtime in an equal amount (exclusive of callout crew) but otherwise in conformity with the above, unless the conduct under which the grievance arises was intentional or violated a routine process, at which time another remedy may be appropriate.

43.19 Employees assigned to a callout crew shall be paid a weekly stipend of one hundred dollars (\$100.00) and assigned a City issued cell phone. Failure to respond to two (2) or more callout assignments during that week shall require the employee to forfeit the stipend.

Employees assigned to the callout crew shall be responsible for returning the City issued cell phone at the end of the weekly assignment.

The first incident where the employee fails to return the City issued cell phone at the end of the weekly assignment, or if the City issued cell phone is lost, stolen, or damaged, shall require the employee to reimburse the City cost of the City issued cell phone up to the amount of the stipend.

If additional incidents where the employee fails to return the City issued cell phone occur within the same calendar year, the employee shall forfeit the full stipend for that particular week.

A police report shall be filed immediately by the employee in the case of a lost, stolen, or damaged City issued cell phone.

If the weekly City issued cell phone assignment is followed by a Monday holiday, and a callout is necessary on that holiday or before the City issued cell phone can actually be reassigned, the following procedure shall be followed:

a. The supervisor shall call the employee at home, or at another number(s) provided by the employee.

i. Failure of the employee to respond in the allotted time will not result in hours being charged; however, rejection of the overtime by such employee will result in the hours being charged to the employee.

43.20 The pool of employees who are qualified and eligible to operate the sweeper shall be limited to six (6) employees from the Service working group.

## SALARY/COMPENSATION

### ARTICLE 44

44.01 From and after December 14, 2015 the annual salary and compensation for the positions listed below, for all employees hired prior to January 1, 2009, shall be as follows:

Step	Clerk	Administrative	Laborer	Operator
	Secretary	Assistant		
A	\$36,520	\$38,658	\$38,958	\$41,467
B	\$37,697	\$39,905	\$40,224	\$42,755
C	\$38,921	\$41,208	\$41,521	\$44,238
D	\$40,180	\$42,535	\$42,878	\$45,682
E	\$41,479	\$43,927	\$44,271	\$47,198
F	\$42,835	\$44,471	\$45,731	\$48,754
G	\$44,289	\$46,864	\$47,240	\$50,377
H	\$45,686	\$48,389	\$48,797	\$52,056

44.02 From and after December 14, 2015, the annual salary and compensation for the positions listed below, for employees hired on or after January 1, 2009, shall be as follows:

Step	Clerk	Laborer	Operator
	Secretary		
Entry	\$36,520	\$38,958	\$41,467
After 1 yr.	\$37,697	\$40,224	\$42,755
After 4 yrs.	\$38,921	\$41,521	\$44,238
After 8 yrs.	\$41,479	\$44,271	\$47,198
After 12 yrs.	\$45,686	\$48,797	\$52,056

44.03 From and after June 13, 2016, the annual salary and compensation for the positions listed below, for all employees hired prior to January 1, 2009, shall be as follows:

Step	Clerk	Administrative	Laborer	Operator
	Secretary	Assistant		
A	\$36,976	\$39,141	\$39,445	\$41,985
B	\$38,169	\$40,403	\$40,726	\$43,289
C	\$39,407	\$41,723	\$42,040	\$44,791
D	\$40,682	\$43,067	\$43,414	\$46,253
E	\$41,998	\$44,476	\$44,824	\$47,788
F	\$43,370	\$45,027	\$46,302	\$49,363
G	\$44,842	\$47,449	\$47,831	\$51,007
H	\$46,257	\$48,994	\$49,407	\$52,706

44.04 From and after June 13, 2016, the annual salary and compensation for the positions listed below, for employees hired on or after January 1, 2009, shall be as follows:

	Clerk		
Step	Secretary	Laborer	Operator
Entry	\$36,976	\$39,445	\$41,985
After 1 yr.	\$38,169	\$40,726	\$43,289
After 4 yrs.	\$39,407	\$42,040	\$44,791
After 8 yrs.	\$41,998	\$44,824	\$47,788
After 12 yrs.	\$46,257	\$49,407	\$52,706

44.05 From and after December 26, 2016, the annual salary and compensation for the positions listed below, for all employees hired prior to January 1, 2009, shall be as follows:

	Clerk	Administrative		
Step	Secretary	Assistant	Laborer	Operator
A	\$37,346	\$39,533	\$39,839	\$42,405
B	\$38,550	\$40,807	\$41,134	\$43,722
C	\$39,801	\$42,140	\$42,460	\$45,239
D	\$41,089	\$43,497	\$43,848	\$46,716
E	\$42,418	\$44,921	\$45,272	\$48,266
F	\$43,804	\$45,477	\$46,765	\$49,857
G	\$45,291	\$47,924	\$48,309	\$51,517
H	\$46,720	\$49,484	\$49,901	\$53,233

44.06 From and after December 26, 2016, the annual salary and compensation for the positions listed below, for employees hired on or after January 1, 2009, shall be as follows:

	Clerk		
Step	Secretary	Laborer	Operator
Entry	\$37,346	\$39,839	\$42,405
After 1 yr.	\$38,550	\$41,134	\$43,722
After 4 yrs.	\$39,801	\$42,460	\$45,239
After 8 yrs.	\$42,418	\$45,272	\$48,266
After 12 yrs.	\$46,720	\$49,901	\$53,233

44.07 From and after June 26, 2017, the annual salary and compensation for the positions listed below, for all employees hired prior to January 1, 2009, shall be as follows:

Step	Clerk	Administrative	Laborer	Operator
	Secretary	Assistant		
A	\$37,720	\$39,928	\$40,238	\$42,829
B	\$38,936	\$41,216	\$41,545	\$44,159
C	\$40,199	\$42,561	\$42,885	\$45,691
D	\$41,500	\$43,932	\$44,287	\$47,183
E	\$42,842	\$45,370	\$45,725	\$48,748
F	\$44,242	\$45,932	\$47,233	\$50,356
G	\$45,744	\$48,403	\$48,792	\$52,032
H	\$47,187	\$49,979	\$50,400	\$53,766

44.08 From and after June 26, 2017, the annual salary and compensation for the positions listed below, for employees hired on or after January 1, 2009, shall be as follows:

Step	Clerk	Laborer	Operator
	Secretary		
Entry	\$37,720	\$40,238	\$42,829
After 1 yr.	\$38,936	\$41,545	\$44,159
After 4 yrs.	\$40,199	\$42,885	\$45,691
After 8 yrs.	\$42,842	\$45,725	\$48,748
After 12 yrs.	\$47,187	\$50,400	\$53,766

44.09 From and after December 25, 2017, the annual salary and compensation for the positions listed below, for all employees hired prior to January 1, 2009, shall be as follows:

Step	Clerk	Administrative	Laborer	Operator
	Secretary	Assistant		
A	\$38,191	\$40,427	\$40,741	\$43,365
B	\$39,423	\$41,731	\$42,064	\$44,711
C	\$40,702	\$43,093	\$43,421	\$46,263
D	\$42,019	\$44,482	\$44,841	\$47,772
E	\$43,377	\$45,938	\$46,296	\$49,358
F	\$44,795	\$46,506	\$47,823	\$50,985
G	\$46,316	\$49,008	\$49,402	\$52,682
H	\$47,777	\$50,604	\$51,031	\$54,438

44.10 From and after December 25, 2017, the annual salary and compensation for the positions listed below, for employees hired on or after January 1, 2009, shall be as follows:

Step	Clerk		
	Secretary	Laborer	Operator
Entry	\$38,191	\$40,741	\$43,365
After 1 yr.	\$39,423	\$42,064	\$44,711
After 4 yrs.	\$40,702	\$43,421	\$46,263
After 8 yrs.	\$43,377	\$46,296	\$49,358
After 12 yrs.	\$47,777	\$51,031	\$54,438

44.11 From and after June 25, 2018, the annual salary and compensation for the positions listed below, for all employees hired prior to January 1, 2009, shall be as follows:

Step	Clerk		Laborer	Operator
	Secretary	Administrative Assistant		
A	\$38,668	\$40,933	\$41,250	\$43,907
B	\$39,915	\$42,252	\$42,590	\$45,270
C	\$41,210	\$43,632	\$43,963	\$46,841
D	\$42,544	\$45,038	\$45,401	\$48,370
E	\$43,919	\$46,512	\$46,875	\$49,975
F	\$45,355	\$47,087	\$48,421	\$51,622
G	\$46,894	\$49,621	\$50,020	\$53,341
H	\$48,374	\$51,236	\$51,668	\$55,118

44.12 From and after June 25, 2018, the annual salary and compensation for the positions listed below, for employees hired on or after January 1, 2009, shall be as follows:

Step	Clerk		
	Secretary	Laborer	Operator
Entry	\$38,668	\$41,250	\$43,907
After 1 yr.	\$39,915	\$42,590	\$45,270
After 4 yrs.	\$41,210	\$43,963	\$46,841
After 8 yrs.	\$43,919	\$46,875	\$49,975
After 12 yrs.	\$48,374	\$51,668	\$55,118

44.13 The salary schedule shall consist of an entry rate, three (3) intermediate rates, and a maximum rate. The first step thereof shall be the minimum rate and shall be the hiring rate for the position. All employees shall progress through the salary steps as designated above unless advanced otherwise by the appointing authority.

44.14 Upon promotion to a higher position, an employee shall be assigned to the pay step which is closest to, but not lower than, the pay step from which the employee was promoted. The step assignment shall be to the step that would provide at least the amount (percentage) of a step increase in the employee's former pay range.

44.15 In the event that an employee is determined to be uninsurable and prohibited from operating vehicles on behalf of the City pursuant to the Vehicle Operation Policy established by Ordinance 138-1988, or the Alcohol and Controlled Substance Testing Policy established by Ordinance 23-2003, such employee shall be assigned to a position in the classification series not requiring the ability to operate vehicles as a duty of the position. The Employer shall not be required to reduce and retain more than two (2) employees hereunder. In the event more than two (2) employees are prohibited from operating vehicles under the Vehicle Operation Policy hereunder, the employees may be laid off, subject only to Sections 27.01 (3) and 27.02, based upon first in time, first in right to reduction and retention.

44.16 Any employee so reassigned to a lower position shall be paid at the pay step for the position to which assigned which is closest to, but not more than, the pay rate before the reassignment, but shall not be eligible for overtime. Upon becoming insurable under the City's coverage, and in compliance with the Vehicle Operation Policy, such employee shall be reassigned to the pay step of the position classification previously held.

44.17 Upon presentation of proof, the Employer shall reimburse not more than twenty five dollars (\$25.00) to each employee who has renewed the Commercial Driver's License (CDL), when such renewal occurs in accordance with City policy and other governmental regulations applicable to CDL renewals, and the employee is in active pay status.

**BASE SALARY**

**ARTICLE 45**

45.01 The base salaries for the positions covered by this Agreement shall be calculated on the basis of two thousand eighty (2,080) hours in pay status equaling the herein listed annual salaries.

**PAYROLL YEAR, PAY PERIODS, & PAY DATES**

**ARTICLE 46**

46.01 As used throughout this Agreement, the payroll year shall constitute all days of any pay period the pay date for which falls within the calendar year. The payroll year is the same as the tax year for reporting earned income on Form W-2 for the Internal Revenue Service. The payroll years covered in part, or in whole by this Agreement are:

2016:	December 14, 2015 to December 25, 2016
2017:	December 26, 2016 to December 24, 2017
2018:	December 25, 2017 to December 23, 2018

46.02 For the purpose of paying salaries and other compensation to covered employees, the pay periods shall be the bi-weekly periods commencing on Monday, December 22, 2008 and continuing thereafter.

46.03 The pay date for salaries and compensation due covered employees, as established by this Agreement for each pay period, shall be the Friday next following the expiration of each bi-weekly pay period; provided however, when such Friday is a holiday, as set for in Article 21, the pay date shall be the day immediately preceding any such designated holiday.

### **PAY STATUS**

#### **ARTICLE 47**

47.01 Pay status as used in this Agreement shall mean all hours for which an employee receives compensation through the City. In addition to regular hours worked, an employee would be considered in pay status on holidays consistent with Article 21 and approved vacation, personal, sick, funeral, civic, military, compensatory, and injury leaves set forth in this Agreement.

47.02 Any absence from duty for which an employee does not receive compensation through the City is time not in pay status.

### **INTERNAL REVENUE SERVICE SECTION 125 PLAN**

#### **ARTICLE 48**

48.01 Effective the first pay period following approval by the appropriate governmental agencies, the City will implement an I.R.S. Section 125 Plan to allow a pre-tax deduction of the employee's share of premiums paid for health insurance, dental insurance, or Ohio Municipal League accident insurance.

48.02 To participate in the Section 125 Plan, an employee must meet the conditions for eligibility of the insurance policy(ies); which provide the benefits, be responsible for paying all or part of the applicable premiums, and complete and file the necessary forms with the Department of Finance.

### **RETIREMENT PICK-UP**

#### **ARTICLE 49**

49.01 As permitted by the Internal Revenue Service and the Public Employees Retirement System (PERS), the Employer agrees to implement the "salary reduction" method for pension "pick-up". Such plan will take effect upon approval of the pension board and appropriate governmental agencies.

49.02 The employee's gross pay will be reduced by the employee's contribution rate, which amount will be forwarded to PERS. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the employee's W-2 form, thus deferring taxes on the pension contribution and increasing the employee's take-home pay.

## TRAVEL AND MILEAGE ALLOWANCE

### **ARTICLE 50**

50.01 Employees of the City shall be allowed the sum equal to that approved by the Internal Revenue Service, plus parking charges and tolls, for travel on official business for the City in privately owned automobiles; provided however, such travel must be authorized by the Department Head.

50.02 Covered employees shall be allowed the sum equal to that approved by the Internal Revenue Service, plus parking charges and tolls, for travel on official business for the City in their privately owned automobiles; provided however, such travel must be authorized by the Department Head and certified by the employee to the Director of Finance.

The City will reimburse up to a maximum of thirty-five dollars (\$35.00) for meals (exclusive of alcoholic beverages) and for lodging for the employee ONLY when traveling outside of Lucas County, provided, that detailed receipts for such lodging and meals shall be submitted to the Director of Finance and attached to forms provided by said Director.

50.03 Officers and employees shall certify to the Director of Finance the mileage and parking expense incurred by each of them on official travel for the City in privately owned vehicles.

## EDUCATION AND TRAINING

### **ARTICLE 51**

51.01 An employee may request tuition reimbursement for additional schooling or training, above and beyond the training required by the City, related to the performance of the employee's job duties. Tuition reimbursement may be authorized by the Department Head if it is determined that such additional training will be of sufficient benefit to the City.

51.02 In order to qualify for tuition reimbursement, the employee must have prior written approval of the Department Head to which assigned, submit evidence of successfully completing the training with a passing grade of C, its equivalent, or above, and submit a statement or invoice of the tuition with proof of payment.

51.03 Any training opportunity which the Employer intends to make available to employees, based upon its legitimate business needs, shall be posted in conspicuous locations. Any employee interested shall immediately submit his request, in writing, to the Department Head.

### **REPLACEMENT OF PERSONAL ITEMS**

#### **ARTICLE 52**

52.01 An employee whose eyeglasses are damaged while performing assigned job duties may request, in writing, that the eyeglasses be repaired or replaced.

52.02 The employee shall notify his supervisor as soon after the incident as possible, however no later than at the end of the shift on which such damage occurred unless extenuating circumstances prevent notification, in which case, notification shall be made at the beginning of the employee's next regularly scheduled shift.

52.03 Within three (3) days of the incident, the employee shall submit a written statement detailing the events resulting in the damage to the eyeglasses. Such statement shall be evaluated in terms of the proper use of safety equipment and procedures by the Division and Department Heads to determine if the damage was the result of the reasonable performance of assigned duties. In such an event, the eyeglasses shall be repaired or replaced by the City.

### **DRUG / ALCOHOL TESTING**

#### **ARTICLE 53**

53.01 The Employer recognizes that drug/alcohol abuse is a problem in the work place. Drug/Alcohol screening/testing shall be conducted at times of pre-employment, in conformity with the return to work agreement, randomly for CDL holders, as required by law, upon promotion from non-operator to Operator position classification, upon reasonable suspicion, or in the case of an accident as required by CDL law, or otherwise in accordance with the Drug Free Workplace Policy (DFWP) of the City of Maumee. Drug/Alcohol screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug/alcohol screening/testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

53.02 All drug/alcohol screening tests shall be conducted by medical laboratories or persons licensed by the State of Ohio. The procedure utilized by the test lab or person shall include a chain of custody procedure and mass spectroscopy confirmation (drugs only) of any positive initial screening. The cost of any random drug and/or alcohol testing of an employee, beyond the initial testing and return to work testing, shall be the responsibility of the employee.

53.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined in the Federal Drug Free Workplace Act. The specimen shall be separated into three (3) samples. If the screening is positive, the second sample shall undergo a confirmatory test by the gas chromatography -mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done on the sealed third sample at a medical laboratory licensed by the State of Ohio of the employee's choosing, at the employee's expense. This test shall be given the same evidentiary value as the two (2) previous tests. Test results below the levels established by the United States Department of Transportation will not be considered a positive test.

53.04 Upon the findings of positive test results for use of substances in a manner which violates this Article, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used a substance in a manner which violated this Article. Upon the conclusion of such investigation, the Employer shall have the right to disciplinary action. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the rehabilitation or detoxification program. An employee who participates in an out-patient initial program of rehabilitation or detoxification may be offered work in a classification not requiring the use of motorized equipment, if available, provided the employee executes a conditional return to work agreement (Appendix B-1). If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of an initial program and a demonstration that the employee is no longer using a substance in a manner which violates this Article, the employee shall be returned to a comparable position. Such employee shall be required to execute a return to comparable position agreement (Appendix B-2) upon return to the comparable position. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or insurance benefits provided any applicable employee contribution for such insurance benefits has been prepaid through the Director of Finance for any medical leave of absence without pay for a period not to exceed ninety (90) days.

53.05 If the employee refuses to undergo rehabilitation or detoxification, fails to complete a program of rehabilitation, or violates this Article or the work agreement, such employee shall be subject to disciplinary action up to and including termination of employment. Except as other-wise provided herein, costs of all drug/alcohol screening tests and confirmatory tests shall be borne by the Employer.

53.06 No drug testing shall be conducted without the authorization of the Employer. If the Department Head orders, the employee shall submit to a toxicology/alcohol test in accordance with the procedure set forth herein. Refusal to submit to toxicology testing after being ordered to do so shall result in disciplinary action up to and including termination of employment. The Employer shall provide the employee with written notice of the activity constituting reasonable suspicion. Upon receipt of such notice, the employee may obtain union representation, if reasonable under the circumstances.

53.07 The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

#### **ARTICLE 54**

54.01 The Employer shall establish an Employee Assistance Program to assist employees in dealing with problems. The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical, or otherwise in accordance with the Drug Free Workplace Policy of the City of Maumee. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

54.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action or discrimination in employment. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

54.03 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse in violation of Article 53, the conditional return to work agreement, the return to a comparable position agreement on duty misconduct, or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

54.03 Notwithstanding any other provision herein, the Employer may require an employee, in lieu of discipline, to undergo social or psychological counseling, in a program of the Employer's choosing, when the City, in good faith, reasonably believes that such counseling is necessary or desirable to maintain adequate job performance by such employee. The Employer shall pay only the difference between the cost of the counseling and the amount covered under the employee health care, after the payment of appropriate deductible and co-pays.

**LEGISLATIVE APPROVAL**

**ARTICLE 55**

55.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given its approval.

**DURATION OF AGREEMENT**

**ARTICLE 56**

56.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the City of Maumee and the Union; and except as otherwise noted herein, is effective 12:01 a.m., January 1, 2016 and shall remain in full force and in effect until its expiration at midnight December 31, 2018, and year to year thereafter, unless either party, not less than sixty (60) days prior to the expiration date of this agreement, gives notice to the other party of its intent to negotiate, or terminate, modify, or negotiate a successor agreement.

**EXECUTION**

**ARTICLE LVII**

57.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 9<sup>th</sup> day of \_\_\_\_\_ December, 2015.

**FOR LOCAL 649:**

**FOR THE CITY OF MAUMEE:**

BY: Paul Foley

BY: Ben H. Parr

Laura L. Bonas

Amber Rothburn

[Signature]

Beth A. Tischler

\_\_\_\_\_

Joseph R. Coy

**FOR OHIO COUNCIL 8, AFSCME AFL-CIO**

[Signature]

## Appendix A

Expenses associated with the following activities are totally chargeable:

- (1) Gathering information in preparation for the negotiation of collective bargaining agreements.
- (2) Gathering information from employees concerning collective bargaining positions.
- (3) Negotiating collective bargaining agreements.
- (4) Adjusting grievances pursuant to the provisions of collective bargaining agreements, as well as representing employees in proceedings under civil service laws or regulations.
- (5) Administration of ballot procedures on the ratification of negotiated agreements.
- (6) The public advertising of Union positions on the negotiations of, or provisions in, collective bargaining agreements.
- (7) Purchasing books, reports, and advance sheets used in:
  - (A) Negotiating and administering collective bargaining agreements.
  - (B) Processing grievances.
- (8) Paying technicians for labor law, economics, and other subjects for services used:
  - (A) In negotiating and administering collective bargaining agreements.
  - (B) In processing grievances.
- (9) Organizing within the bargaining unit in which fair-share fee payers are employed.
- (10) Organizing other bargaining units.
- (11) Seeking to gain representation rights in units not represented by the Union, including units where there is an existing designated representative.
- (12) Defending the Union against efforts by other unions or organizing committees to gain representation rights in units represented by the Union.

- (13) Proceedings regarding jurisdictional controversies under the constitution.
- (14) Serving as exclusive representative in other bargaining units.
- (15) Membership meetings and conventions held to determine the positions of employees on collective bargaining issues, contract administration, and other matters affecting wages, hours, and working conditions.
- (16) Publishing newspapers and newsletters which concern collective bargaining issues, contract administration, and other matters effecting wages, hours, and working conditions.
- (17) Impasse procedures, including factfinding, mediation, and arbitration over provisions of collective bargaining agreements and the administration thereof.
- (18) The prosecution of defense of litigation or charges to obtain ratification, interpretation, or enforcement of collective bargaining agreements.

Expenses associated with the following activities are chargeable in part depending upon whether they are related to the collective bargaining process, contract administration, or pursuing matters affecting the wages, hours, or working conditions of public employees.

- (19) The public advertising of Union position on subjects other than the negotiation of collective bargaining agreements.
- (20) Purchasing books, reports, and advance sheets used in activities or for purposes other than negotiating collective bargaining agreements and processing grievances.
- (21) Paying technicians in labor law, economics, and other subjects for services used in activities other than negotiation collective bargaining agreements and processing grievances.
- (22) Lobbying for legislation or regulations or to effect changes in legislation or regulations before Congress, state legislatures, local legislative bodies, and federal, state, or local agencies.
- (23) Supporting and paying affiliation fees to other labor organizations which do not negotiate the collective bargaining agreements governing the fair share payer's employment.
- (24) Membership meetings and conventions held for purposes other than to determine the positions of employees on collective bargaining issues, contract grievance administration, or other matters affecting wages, hours, and working conditions.

- (25) Publishing newspapers and newsletters which concern subjects other than the collective bargaining issues, contract administration, or other matters affecting wages, hours, and working conditions.
- (26) Prosecution or defense of litigation or charges on matters other than the ratification, interpretation, or enforcement of collective bargaining agreements.
- (27) Social and recreational activities.
- (28) Payments for insurance, medical care, retirement, disability, death, and relative benefit plans for union employees, staff, and officers.
- (29) Administrative activities and expenses allocable to Union activities and expenses for which fair share fee payers are charged.

Expenses associated with the following activities are not chargeable.

- (30) Training in voter registration, get-out-the-vote, and political campaign techniques.
- (31) Supporting and contributing to political organizations and candidates for public office.
- (32) Supporting and contributing to political organizations and candidates for public office.
- (33) Supporting and contributing to ideological causes.
- (34) Supporting and contributing to international affairs.

Appendix B-1  
**CONDITIONAL WORKING STATUS AGREEMENT**

Pursuant to article 53 of the collective bargaining agreement between the city of Maumee and the A.F.S.C.M.E., Local 649, the employer, the union and the undersigned employee, as a condition of continued work and employment, agree to the following:

- (1) The employee shall abide by article 53 of the collective bargaining agreement and the provisions of this agreement.
- (2) The employer agrees that except for any screenings which are part of the rehabilitation program, no random drug tests for employment purposes shall be administered prior to the employee's return to full working status in his designated position. Any screenings performed as a part of the initial rehabilitation program shall not count toward the limitation as set forth in the return to work agreement as called for in the collective bargaining agreement. The cost of testing beyond the return to work testing shall be borne by the employee.
- (3) The employee agrees to conditional working status as follows: limitations on available work and determination of appropriate work assignments, ***including denial of overtime opportunities***, shall be the right of the employer during the rehabilitation process, and further the employee will not be returned to normal work assignments prior to the concurrence of the substance abuse professional and the employer that such action is warranted.
- (4) Any proposed disciplinary action (delineated below) shall be held in abeyance pending the employee's completion of the initial rehabilitation program.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (5) Violation of this agreement by the employee, including but not limited to failure to successfully complete the prescribed rehabilitation program as set forth above, or any other prescribed aftercare, shall be grounds for disciplinary action up to and including termination of employment.
- (6) Upon successful completion of a rehabilitation program as set forth by a substance abuse professional, the employee, the employer, and the union will execute the return to work agreement as called for in the collective bargaining agreement.

Executed, acknowledged, and agreed the \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Employee	Employer	Union
Date	Date	Date

Appendix B-2  
**RETURN TO COMPARABLE POSITION AGREEMENT**

Pursuant to Article 53 of the collective bargaining agreement between the City of Maumee and A.F.S.C.M.E, Local 649, the Employer, the Union, and the undersigned employees, as a condition of return to a comparable position and continued employment, agree to the following:

- (1) The Employee shall abide by Article 53 of the collective bargaining agreement and the provisions of this agreement.
- (2) The Employee understands and agrees that he shall be subject, for a period of five (5) years from the date of entry into a rehabilitation program, to random drug/alcohol testing in order to determine if this agreement or Article 53 of the collective bargaining agreement is being violated. The cost of this testing shall be borne by the employee.
- (3) Proposed disciplinary action delineated below shall be held in abeyance pending the employees completion of the initial rehabilitation program.

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- (4) Violation of this agreement, including but not limited to a positive drug/alcohol test as set forth in paragraph 2 above, or any other prescribed aftercare, shall be grounds for disciplinary action up to and including termination of employment.

Executed, acknowledged, and agreed the \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Employee                                      Employer                                      Union

\_\_\_\_\_  
Date    Date    Date

Appendix C  
**FAMILY AND MEDICAL LEAVE ACT**

The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and as set forth hereinbelow.

Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employees' entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave.

- a. The birth of a son or daughter, and to care for the newborn child;
- b. The placement with the employee of a son or daughter for adoption or foster care;
- c. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

***Eligible employees with a spouse, child, or parent on federal active duty or called to federal active duty status in the National Guard or Reserves in support of a contingency operation may use their 12 week leave entitlement to address certain qualifying exigencies as defined by the Act.***

***Eligible employees may also be eligible to take up to 26 weeks of leave to care for a "covered service member," as defined by the Act, during a single 12 month period. This leave shall be applied on a per covered service member, per injury basis, except that no more than 26 weeks of leave may be taken in a single 12 month period.***

The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act.

Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

Sick leave events which continue two (2) weeks or more will require completion of a WH380 Form.

Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule, unless specifically approved in the sole discretion of the Employer.

Employees will be obligated to pre-pay the employee share of health care group accident or other benefit through the Director of Finance. The City of Maumee will cease to pay the City's share of the premium if the employee's payment is more than thirty (30) days late.

Appendix D  
**Level Three Snow Emergencies**  
**For Clerical Employees**

When a level three snow emergency is declared in Lucas County, those clerical employees shall not report to work, but will receive their normal rate of pay for any shift during which they normally would have worked had the level three snow emergency not been declared.

This shall not exceed 16 hours per calendar year. Any additional time shall be charged to available leave time.

Employees shall be expected to report to work within one (1) hour of the lifting of such level three or will need to receive permission to use other available leave time for the portion of the normal work day remaining upon the lifting of the level three.