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AGREEMENT

BETWEEN

THE CITY OF GREENVILLE

And

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 20

SERB CASE NO.
2015-MED-09-0933

Effective January 1, 2016 -December 31, 2018

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PREAMBLE

This Agreement, entered into by the City of Greenville, Ohio, hereinafter referred to as the "Employer," and the International Union of Operating Engineers, Local20, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth in entirety the full and complete understandings and agreements between the parties governing wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 MANAGEMENT RIGHTS

Section 1.1. Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of the operations. Specifically, the Employer's sole and exclusive management rights shall include, but are not specifically limited to:

- A. Hire, discipline and discharge for just cause;
- B. Layoff and promotion;
- C. Promulgate and enforce employment rules and regulations;
- D. Reorganize, discontinue, or enlarge any department or division;
- E. Transfer employees, including the assignment and allocation of work;
- F. Introduce new and/or improved equipment, methods, and/or facilities;
- G. Determine work methods;
- H. Determine the size and duties of the work force, the number of shifts required, and work schedules;
- I. Establish, modify, consolidate, or abolish jobs or classifications;
- J. Determine staffing patterns including but not limited to assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked;
- K. Maintain and improve the efficiency and effectiveness of governmental operations;

- L. Determine the overall mission of the Employer as a unit of government;
- M. Take actions to carry out the mission of the public employer as a governmental unit.

Section 1.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the right and function of the Employer.

ARTICLE 2 **UNION RECOGNITION**

Section 2.1. The Employer recognizes the Union as the exclusive representative for all full-time employees in the bargaining unit described in this Section. This unit is a "deemed certified" unit pursuant to Ohio Revised Code Section 4117.05(B) prior to affiliation with the International Union of Operating Engineers, Local 20, and includes all regular full-time employees in the following classifications:

Water Treatment Plant Maintenance Operator (uncertified or trainee); Water Treatment Plant Operator (uncertified or trainee); Wastewater Plant Maintenance Operator (uncertified or trainee); Wastewater Plant Operator (uncertified or trainee); Water Distribution Maintenance Worker; Water Distribution Operator; Laboratory Technician; Water, Wastewater Treatment Plant Operator or Maintenance Operator Class I, Class II, Class III, or Class N; Graduate Chemist and/or Biologist.

but excludes:

superintendents, supervisors, all management level, all part-time, volunteer, intermittent, seasonal employees, and all other employees.

Issues relating to certified status and those included in the unit as described above shall be determined by the State Employment Relations Board.

Section 2.2. If the Employer adds new classifications to the Department, the Employer shall notify the Union in writing of the title and position description of the new classification, and whether or not the new classification shall be considered a bargaining unit position. The Union may request in writing that the parties meet to discuss the bargaining unit status of the new classification. If the parties cannot resolve the bargaining unit status, the Union may pursue the dispute through the proper State Employment Relations Board procedure. This Section neither waives nor modifies any jurisdictional requirement of the State Employment Relations Board regarding petitions to amend a certification or to clarify a bargaining unit.

Section 2.3. The parties agree that neither the Employer nor the Union shall discriminate against any employee because of membership or non-membership in the Union or participation or lack of participation in Union activities.

Section 2.4. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 2.5. The parties agree that the Union may hold meetings at the Water Treatment Plant outside normal public business hours with the advance approval of the Superintendent. Employees shall not use the City's materials, supplies or equipment for Union related functions or activities without obtaining advance approval from the Employer and reimbursing the Employer for appropriate costs.

ARTICLE 3 **DISCIPLINE**

Section 3.1. The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No non-probationary employee shall be suspended, removed or discharged except for just cause.

Forms of disciplinary action are:

- A. Verbal warning (written record)
- B. Written reprimand
- C. Suspension without pay
- D. Discharge from employment

Section 3.2. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Employees shall be notified of a pending disciplinary action within three (3) work days following the Employer's knowledge of the incident giving rise to such discipline.

Section 3.3. In any conference between a bargaining unit employee and the Employer or designee, once it is reasonably expected that discipline of the employee being interviewed may result, the employee may request that a Union representative be present. There is no entitlement to the presence of a representative prior to such determination. Once disciplinary action is reasonably expected, the following conditions shall apply:

- A. Employees being questioned as witnesses, as it is known at that time, shall be so informed.
- B. The employee suspected of misconduct shall be apprised of the nature of the suspected misconduct as it is known at that time.

- C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action.
- D. The Employer and/or the employee may tape record any pre-disciplinary conferences. The use of any recording device must be made known to the parties. The recording device must not be concealed.

Section 3.4. Whenever the Employer has reason to believe an employee may have committed an offense which could result in a suspension without pay or termination of employment, the Employer shall conduct a pre-disciplinary conference to provide the employee with an opportunity to offer an explanation of the alleged misconduct prior to administering any disciplinary action. Pre-disciplinary conferences held outside the employee's scheduled working hours shall be considered time worked.

Section 3.5. The employee may waive in writing the opportunity for a pre-disciplinary conference. Disciplinary actions agreed upon in writing by the Employer and the employee shall not be subject to any appeal procedure.

Section 3.6. Following the conclusion of the conference, the Employer will decide what discipline, if any, is appropriate. The employee will be advised of any disciplinary action to be taken as soon as practical following the conclusion of the pre-disciplinary conference.

Section 3.7. Grievances concerning the disciplinary actions of verbal warning (written record), or written reprimand may be appealed through steps one (1), two (2), and three (3) of the grievance procedure, but may not be appealed to step four (4) or to any other appeal procedure.

Appeals concerning the disciplinary actions of suspension without pay and termination from employment only may be appealed to step four (4) of the grievance procedure.

ARTICLE 4 **GRIEVANCE PROCEDURE**

Section 4.1. The term "grievance" shall mean an allegation that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

Where an alleged dispute is of a nature that qualifies for appeal under the rules of the Bureau of Workers' Compensation or the Bureau of Employment Services, the aggrieved employee shall utilize that appeal procedure in accordance with the rules of that body. Alleged disputes pursued through other appeal procedures shall not be pursued through the grievance and arbitration procedures provided for in this Article.

Section 4.2. All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances concerning disciplinary actions may be appealed only as specified in Section 3. 7 of this Agreement.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

A grievance may be initiated by any member of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance. All employees who are affected by any group grievance must be identified on the grievance form.

Wherever used in this procedure, the word "day" shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday or holiday.

Section 4.3. A written grievance must be submitted to the grievance procedure within seven (7) calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not have existed.

Section 4.4. All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Date, time and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated; and
- H. Desired remedy to resolve grievance.

Section 4.5. Employees may have a Union representative accompany them at any step or meeting provided for in this Article.

Section 4.6. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Step 1: Within the established time limits, the aggrieved employee shall submit a written grievance to the Superintendent or designee. It shall be the responsibility of the Superintendent or designee to investigate the matter and to provide a written response to the aggrieved employee within seven (7) calendar days following receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the employee may within seven (7) calendar days following the Step 1 reply, refer the grievance to the Safety/Service Director. The Safety/Service Director shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee, if the Director deems such necessary. The Safety/Service Director shall investigate and respond in writing to the grievance within seven (7) calendar days following the meeting date or seven (7) calendar days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the employee may refer the grievance to the Mayor within seven (7) calendar days after receiving the Step 2 reply. The Mayor shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee and the Business Manager of the Union. The Mayor shall investigate and respond in writing to the grievant and/or appropriate representative within fourteen (14) calendar days following the meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the Union in accordance with the provisions of Section 4.7 of this Article hereinafter set forth.

Section 4.7. Except as otherwise restricted herein, the Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance.

Within thirty-one (31) calendar days from the date of the final answer on a grievance at Step 3, the Union shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted to arbitration within the thirty-one (31) calendar day period described above shall be deemed settled on the basis of the last answer by the Employer or the Employer's representative(s).

A. The arbitrator shall be selected in the following manner:

The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by

alternately striking names from the FMCS list until only one (1) name remains; which shall be the arbitrator chosen by the parties. The party requesting arbitration shall strike the first name from the list. Prior to beginning the name striking procedure, each party may reject the entire list and request that another list be requested from the FMCS. The party requesting arbitration will pay for the initial panel list from the FMCS Ohio region. If any list is rejected, the party rejecting the list shall pay for a replacement list. The loser of the arbitration will be responsible for the cost of the initial panel list.

If the Union fails to actively pursue selection of the arbitrator or scheduling of the arbitration hearing during any continuous thirty (30) day period after requesting arbitration, the grievance shall be deemed to have been resolved on the basis of the Employer's last answer.

- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within the arbitrator's jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator's decision shall be limited strictly to the interpretation, application or enforcement of specific Articles of this Agreement. The arbitrator may not modify or amend the Agreement.
- C. The decision of the arbitrator shall be final and binding on the grievant, the Union and the Employer. The arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.
- D. In non-disciplinary cases, the costs and fees of the arbitrator shall be borne by the losing party. In disciplinary cases, the costs and fees of the arbitrator shall be shared equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling the witness. The cost of any court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 4.8. When employees covered by this Agreement choose to represent themselves in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative(s) will be notified of their right to be present at the adjustment. .

ARTICLE 5
PERSONNEL FILES

Section 5.1. Employees may inspect their personnel files maintained by the Employer at a mutually agreeable time, and shall, upon written request, receive a copy of any documents contained therein. Such inspection shall be scheduled within five (5) calendar days of receipt by the Employer of a written request. Employees shall be entitled to have a Union representative accompany them during such review. The Employer shall have the right to reasonably limit the number of inspections granted to an employee during any calendar year.

Section 5.2. If employees feel that any document, statement or notation in their personnel files are inaccurate or unfavorable to them, they shall be given the right to place a statement of rebuttal or explanation in their file. Such statement shall not contain any defamatory or scurrilous attacks upon any employee, supervisor or the Employer.

Section 5.3. Records of verbal warnings (written record) and written reprimands shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline has occurred. Records of suspensions without pay shall cease to have force and effect five (5) years from the date of issuance, provided no intervening discipline has occurred.

Section 5.4. All items defined by Ohio Revised Code or the appropriate governing legislation as public information shall be available upon request to the Employer, from an employee's personnel file. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons other than representatives of the Employer, unless by court order, subpoena, or written permission of the employee.

Section 5.5. All records of disciplinary actions which have expired in accordance with Section 5.3 above shall, upon request of the employee, be removed from the employee's personnel file at the earliest date permitted in accordance with the Public Records Commission's approved retention schedule.

ARTICLE 6
HOURS OF WORK AND OVERTIME

Section 6.1. The standard work period for all bargaining unit employees shall normally consist of eight (8) hours per shift and forty (40) hours in a seven (7) day work period, as established by the Employer. The Employer shall not split work shifts for the purpose of controlling overtime.

Section 6.2. Bargaining unit employees required to be in active pay status in excess of eight (8) hours per shift or forty (40) hours in a seven (7) day work period shall be compensated at the rate of one and one-half (1.5%) times their regular hourly rate of pay for all such excess hours. Payment for overtime shall be made in the pay period which follows the end of each work period. There shall be no pyramiding of overtime.

Section 6.3. Except as otherwise provided herein, any paid leave shall be considered as active pay status and therefore included in the calculation of overtime. Employees in continuous operations, Who have holiday observances occur on their regularly scheduled days off, shall not have such holidays considered as active pay status for purposes of calculating overtime. Employees required to work on a holiday shall be paid for such day in accordance with the Holidays Article and shall not have holiday pay counted as active pay status. However, the hours actually worked on the holiday shall count as time worked toward the forty (40) hours.

Section 6.4. Employees working more than four (4) consecutive hours beyond their regular work shift or working more than four (4) hours on an emergency call-in, shall be entitled to a paid break. Such paid break shall be applicable to each four (4) hour block of time. In no event shall an employee be paid for any time beyond the time the employee clocks out.

Section 6.5. All overtime work shall be voluntary except in emergencies as determined by the Employer or when an insufficient number of employees agree to work.

Section 6.6. The parties may mutually agree to an alternative work period provided such change does not result in additional cost to the City. However, nothing in this Article shall be construed as restricting the Employer's right to determine the hours of work for employees.

Section 6.7. Compensatory time will be earned at the rate of one and one-half (1.5) hours for each hour of employment for which overtime compensation is required. Compensatory time will be granted upon request of the employee prior to the end of the payroll period. Employees may accumulate a maximum of forty (40) hours of compensatory time. Any overtime worked which would cause the employee's total accumulation of compensatory time to exceed forty (40) hours shall be paid in accordance with Section 6.2 of this Article.

Compensatory time off shall be scheduled in one (1) hour increments subject to the staffing requirements of the Employer as determined by the Superintendent or designee.

ARTICLE 7

WAGES

Section 7.1. Effective January 1, 2016 of this agreement, the wages of all full-time bargaining unit employees shall remain as follows:

Pay Grade	STEP A	STEP B	STEP C	STEP D	STEP E
9	15.31	16.02	16.83	17.74	18.61
14	19.49	20.49	21.49	22.56	23.69
15	20.49	21.49	22.56	23.69	24.89
16	21.49	22.56	23.69		
17	22.56	23.69	24.89		
18	23.69	24.89	26.12		

Effective January 1, 2017 of this agreement, the wages of all full-time bargaining unit employees shall remain as follows:

Pay Grade	STEP A	STEP B	STEP C	STEP D	STEP E
9	15.65	16.38	17.21	18.14	19.03
14	19.93	20.95	21.97	23.07	24.22
15	20.95	21.97	23.07	24.22	25.45
16	21.97	23.07	24.22		
17	23.07	24.22	25.45		
18	24.22	25.45	26.71		

Effective January 1, 2018 of this agreement, the wages of all full-time bargaining unit employees shall remain as follows:

Pay Grade	STEP A	STEP B	STEP C	STEP D	STEP E
9	16.04	16.79	17.64	18.59	19.51
14	20.43	21.47	22.52	23.65	24.83
15	21.47	22.52	23.65	24.83	26.09
16	22.52	23.65	24.83		
17	23.65	24.83	26.09		
18	24.83	26.09	27.38		

Section 7.2. During the term of this Agreement, bargaining unit employees shall be eligible for the same general wage increase approved by the City of Greenville for non-bargaining unit employees of the City (except those with individual contracts). Such increase shall be effective on the same date and on the same basis as for non-bargaining unit employees.

Section 7.3. Pay grade levels for bargaining unit employees as provided for in this Article shall be as follows:

<u>GRADE</u>	<u>CLASSIFICATION</u>	<u>TOP STEP</u>
14	Water Treatment Plant Maintenance Operator (Uncertified or Trainee)	E
14	Water Treatment Plant Operator (Uncertified or Trainee)	E
14	Wastewater Treatment Plant Maintenance Operator (Uncertified or Trainee)	E
14	Wastewater Treatment Plant Operator (Uncertified or Trainee)	E
14	Water Distribution Maintenance Worker	E
15	Water Distribution Operator	E
15	Laboratory Technician	E
16	Water, Wastewater Treatment Plant Operator or Maintenance Operator - Class I	C

17	Water, Wastewater Treatment Plant Operator or Maintenance Operator - Class II	C
18	Water, Wastewater Treatment Plant Operator or Maintenance Operator - Class III	C
18	Graduate Chemist and/or Biologist	C

Section 7.4. Newly hired employees shall be placed in Step A of the wage scale in the appropriate pay grade. After an employee has successfully completed an initial probationary period of one hundred eighty (180) calendar days following the employee's date of hire, the employee shall be eligible for consideration for a merit step increase to move to Step B of the wage scale.

Section 7.5. After the completion of twelve (12) months of service at pay Step B and each ensuing pay step, an employee shall be eligible for consideration for a merit step increase to move to the next higher step of the wage scale until the employee has reached the top step in the pay grade.

Section 7.6. Bargaining unit employees who are promoted to a higher pay grade within the bargaining unit shall be placed at the proper step in the new pay grade that will entitle the employee to a pay increase. Thereafter, the employee shall be eligible for consideration for a merit step increase on the employee's normal anniversary date as established prior to promotion.

Section 7.7. Employees who work the second shift shall receive an additional ten cents (\$0.10) per hour for each hour worked on the second shift.

Employees who work the third shift shall receive an additional fifteen cents (\$0.15) per hour for each hour worked on the third shift.

No shift differential shall be paid for hours on vacation, sick leave, injury leave, holiday leave or any paid or unpaid absence. Shift differential shall be included in the overtime calculations.

Section 7.8. The certification date shall be the effective date for promotions requiring certification, for those employees receiving certification while in the employ of the Employer.

Section 7.9. PERS Pickup -The City of Greenville shall continue to pick up employee contributions to the Public Employees Retirement System (PERS) using the salary reduction method provided such procedures remain approved by the Public Employee's Retirement Board and the Internal Revenue Service and do not result in any additional cost to the City other than administration costs.

ARTICLE 8 **CALL-IN PAY**

Section 8.1. Employees called in to work at a time outside their regular scheduled shift, thus

necessitating additional travel to and from work, shall receive a minimum of three (3) hours pay at the applicable hourly rate in accordance with the Hours of Work and Overtime Article herein.

This Article shall not be applicable to those situations where an employee is held over immediately following the employee's regularly scheduled shift or is required to report to work less than one (1) hour prior to the beginning of the employee's regular shift.

Section 8.2. Subsequent call-ins within the three (3) hour minimum call-in period shall not be considered as separate call-ins but shall be part of the original call-in.

Section 8.3. Employees working on a shift during which the spring and fall time changes occur shall be paid for hours actually worked as though the time changes had not occurred

ARTICLE 9 **PLUS RATING**

Section 9.1. Employees assigned to perform work of a higher classification (within or outside the bargaining unit) for five (5) consecutive days or more shall receive the pay of the higher classification. Compensation shall be at that step in the higher classification which provides an increase of pay for the employees being plus rated.

ARTICLE 10 **HOLIDAYS**

Section 10.1. Full-time employees in the bargaining unit shall receive holiday pay as defined below for the following holidays:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

Section 10.2. All employees whether they are required to work on a holiday or not shall receive a day's pay (eight (8) hours at straight time) in recognition of the holiday, if they were in active pay status the last scheduled day before the holiday and the first scheduled day after the holiday.

Section 10.3. For each hour that an employee works on a holiday the employee shall receive pay at two and one-half (2½) times their regular hourly rate in addition to the holiday pay provided in Section 10.2. The three (3) hour call-in minimum shall be considered hours worked under this Article. If any call-in or work schedule continues past 11:59 p.m. on any holiday, any premium/holiday pay provided for in this Article shall cease at 12:00 midnight.

Section 10.4. If a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Notwithstanding the above, employees working in a continuous operation which operates seven (7) days per week, shall observe the actual date of the holidays specified in Section 10.1. For purposes of this section, employees who are considered to be continuous operation are: Water Treatment Plant Operator; Water, Wastewater Treatment Plant Operator- Class I; Water, Wastewater Treatment Plant Operator- Class II; Water, Wastewater Treatment Plant Operator- Class III.

ARTICLE 11 **VACATIONS**

Section 11.1. Vacation credited to an employee's account on January 1 shall be for use during that same calendar year. Each January 1, each bargaining unit employee's vacation account shall be credited with the vacation hours accrued during the previous calendar year for use in the current calendar year.

Newly hired employees shall be credited with eighty (80) hours of vacation on January 1 following their most recent date of hire or upon completion of six (6) months of service whichever occurs later. Newly hired employees may schedule vacation as soon as it has been credited to their account, provided the employee must repay such vacation time if the employee's employment is terminated for any reason prior to the employee completing one (1) year of service with the City. Such repayment may be withheld from the employee's final paycheck. Each January 1 thereafter, the employee's vacation account shall be credited with the vacation hours accrued during the previous year for use in the current calendar year.

No accrued vacation hours shall be used by any employee until such hours have been credited to the employee's vacation account on January 1.

On January 1 of each year in which an employee will complete eight (8), fifteen (15), or twenty (20) years of service, the employee shall be credited with forty (40) additional hours of vacation and the employee's accrual rate shall be increased to the next higher level. The employee shall repay the vacation if the employee's employment is terminated for any reason prior to the employee actually completing the required years of service. Such repayment may be withheld from the employee's final paycheck.

Employees shall accrue vacation in accordance with the following schedule:

Vacation Hours	Years Completed	Accrual Rates
80	1 completed	.03846 hours for each regularly scheduled hour worked during the year.
80	8 completed	.05769 hours for each regularly scheduled hour worked during the year.
160	15 completed	.07692 hours for each regularly scheduled hour worked during the year.
200	20 completed	.09605 hours for each regularly scheduled hour worked during the year.

For purposes of determining the number of years of service completed, only service with the City of Greenville will be considered.

Section 11.2. Vacation shall be scheduled in four (4) hour or eight (8) hour increments subject to the staffing requirements of the Employer as determined by the Superintendent or designee. Any accrued leave remaining at the end of a calendar year in less than a four (4) hour increment shall be compensated to an affected employee by payment of a cash equivalent.

Section 11.3. Vacation requests must be made in writing at least two (2) weeks before the start of such proposed vacation when requesting vacation of one (1) week or more. The Employer may deny requests for shorter periods that are received less than forty-eight (48) hours in advance. In case of conflicting requests and subject to staffing requirements, vacations shall be scheduled on the basis of seniority. However, vacation requests shall not be unreasonably denied.

Section 11.4. Vacation leave credited to the employee's vacation account on January 1 shall be used by the employee prior to the end of the same calendar year or such vacation leave shall be deemed forfeited. Exceptions to this provision may be made only due to extenuating circumstances as recommended by the Superintendent and approved by Director of Public Safety and Service.

Section 11.5. Upon retirement, separation, or death of an employee, who has at least one (1) year of completed service and is on the active payroll at the time immediately preceding such retirement, separation or death, any unused vacation credited to the employee's account and any vacation accumulated for use in the following year shall be paid to the employee or to the estate of the deceased, as may be the case.

Section 11.6. Vacation leave accumulates while an employee is on vacation leave, sick leave, or any other paid leave as provided for elsewhere in this Agreement. No vacation leave shall accumulate while an employee is on any unpaid leave, while in overtime status, or while the employee is on disciplinary suspension. Vacation accumulation shall be pro-rated, based on the accumulation rates contained in Section 11.1, for any partial work periods.

ARTICLE 12
UNIFORM ALLOWANCE

Section 12.1. The Employer shall provide an annual uniform allowance for all full-time bargaining unit employees as follows:

On or before March 15	\$250.00
On or before September 15	\$250.00

Section 12.2. No payment of uniform allowance shall be made during an employee's initial probationary period. Upon completion of an initial probationary period, a prorata uniform allowance shall be paid for the time period between the completion of such probationary period and the next regularly scheduled uniform allowance distribution.

Section 12.3. Employees who separate from employment for any reason within sixty (60) calendar days of any distribution of uniform allowance shall reimburse fifty dollars (\$50.00) of such payment to the Employer by payroll deduction from the employee's final paycheck.

Section 12.4. Uniform allowance as provided for in this Article shall be used to purchase and maintain all required uniform items for the purpose of maintaining a neat and uniform appearance. Required uniform items shall be determined by the Employer.

Uniform items and/or any pins, insignia, patches, etc. not required by the Employer may not be worn without the permission of the Employer.

ARTICLE 13
MEAL ALLOWANCE

Section 13.1. Employees shall be paid a meal allowance in accordance with City policy as established by ordinance and modified from time to time.

ARTICLE 14
INSURANCES

Section 14.1. Each employee covered hereunder shall be provided at no cost, life insurance and accidental death and dismemberment insurance. The face amount of this insurance shall be \$10,000.00 and all coverage thereunder shall be subject to the terms and conditions of the master group insurance contract between the insurance carrier and the Employer.

Section 14.2. The insurance carrier and/or the method of providing all insurances provided for within this Article shall be solely at the discretion of the Employer. Should there be any intended carrier change, the Union shall be provided with a thirty (30) day notice of such intended change and be given the opportunity to meet to discuss the effect of such change.

Section 14.3. The Employer shall make a group health insurance plan available to all bargaining unit employees at a level equal to the benefit package provided to other City employees, subject to the following conditions:

- A. Effective January 1, 2005, the Employer will pay ninety percent (90%) of the total monthly insurance premium toward an employee only policy or eighty percent (80%) of the total monthly insurance premium for a family health insurance plan during the term of this Agreement. The employee's share of the cost for health insurance shall be ten percent (10%) of the total monthly insurance premium for an employee only plan and twenty percent (20%) of the total monthly insurance premium for a family plan.
- B. Health insurance benefits shall be subject to the coordination of benefits provisions of the master contract with the carrier.
- C. If an employee or dependent incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the carrier shall be subrogated to all of the employee's right of recovery against said third party to the extent of any and all payments made hereunder by the carrier with respect to such illness or injury. The employee or appropriate agent shall execute all papers and take all action necessary and proper to secure to the carrier such rights of subrogation.
- D. Employees shall not be entitled to remuneration if they choose to not avail themselves to the health insurance coverage by the Employer. In order to be eligible for the Employer's contribution toward health insurance hereunder, the employee must agree to pay, via payroll deduction, the difference, if any, between the actual premium charged for the elected coverage and the City's contribution.

Section 14.4. The Employer agrees to maintain, at no cost to the employees, professional liability insurance covering all employees of the bargaining unit.

Section 14.5. The Employer shall establish an insurance task force to review insurance plan regulations, claims experience, costs for coverage and benefits provided. The insurance task force shall function as follows:

- A. The insurance task force shall consist of one (1) representative and one (1) alternate from each recognized bargaining unit within the City, plus one (1) representative and one (1) alternate for all non-bargaining employees. However, each group represented shall have only one (1) vote regarding any decision requiring a vote of task force members.
- B. The task force shall meet on the third week in April, July, October and December for the purposes outlined herein or on such other dates established by a majority vote of the task force members present.
- C. All insurance task force members and alternates shall be provided copies of any materials or information to be discussed at a meeting at least forty-eight (48) hours in advance of such meeting.

- D. The Mayor shall serve as chairperson of the insurance task force and shall designate a person to take minutes of the meetings.
- E. Task force members and alternates shall not suffer any loss in their regular pay while attending task force meetings nor be entitled to any additional pay for voluntarily serving on the insurance task force.
- F. Provided similar coverage remains available and provided changes are not mandated by law, there shall be no changes in the current level of benefits provided under the health insurance plan during the term of this Agreement without an affirmative vote of the task force.
- G. A majority of all task force members or alternates shall constitute a quorum for a task force meeting and a majority of those present shall be required to make a decision requiring a vote. The task force members may postpone any vote of the insurance task force for up to seventy two (72) hours, by a majority vote of the task force.
- H. Except as specifically provided above, the insurance task force shall serve as an advisory body to make recommendations to the Employer regarding any insurance issues.

Section 14.6. The City agrees to establish a separate interest bearing account for the health insurance fund if such procedure is approved by the State Auditor. The City shall provide a financial report to the Union regarding the insurance fund once each quarter.

ARTICLE 15 **CERTIFICATE RENEWAL**

Section 15.1. Any employee possessing a license from the State of Ohio as a requirement for employment, or possessing such license at the request of the Employer, shall be reimbursed by the Employer for any license or renewal fees mandated by the State of Ohio within the classification license series.

Section 15.2. Any employee possessing a license from the State of Ohio as a requirement for employment or at the request or mandate of the Employer shall submit any and all invoices for training taken by the employee to fulfill the license renewal requirements of OAC 3745-7-15 to the Employer so that the Employer may pay such invoices prior to the required training. If the employee does not submit the invoice with thirty (30) days advance notice for pre-payment, he or she may pay the fees for such training and will be reimbursed by the city within thirty (30) days of the date of the training.

ARTICLE 16 **RESTITUTION FOR DAMAGE OF PROPERTY**

Section 16.1. Where a bargaining unit employee supplies evidence that the employee sustained

damage to personal property, which the employee could reasonably be expected to wear or have in the employee's possession during working hours, the Employer shall reimburse the employee for the costs of necessary repairs or replacement provided such damage was not the result of misuse or negligence on the part of the employee. The maximum cost for reimbursement shall be one hundred fifty dollars (\$150.00) per year, but no more than fifty dollars (\$50.00) per year for jewelry items other than wedding rings. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 16.2. In the event of damage to prescription eyeglasses (including frames), contact lenses, dentures and other oral prosthesis, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement. Costs for eye examinations shall not be included.

Section 16.3. In the event of a loss of those items listed in Sections 16.1 or 16.2, reimbursement will be made in accordance with the established limits provided the loss is not the result of misuse or negligence on the part of the employee and provided the supervisor is notified of the loss within twenty-four (24) hours and is able to verify such loss did occur.

ARTICLE 17 **PERSONAL DAY LEAVE**

Section 17.1. After completing one (1) year of service, full-time bargaining unit employees shall be granted two (2) days (16 hours) of personal leave on January 1 of each calendar year thereafter.

Section 17.2. Any full-time bargaining unit employee who does not use any sick leave during the period of January 1 through April 30th shall be granted one (1) bonus personal leave day (8 hours). Any full-time bargaining unit employee who does not use any sick leave during the period of May 1 through August 31 '1 shall be granted one (1) bonus personal leave day (8 hours). Any full-time bargaining unit employee who does not use any sick leave during the period of September 1 through December 31 '1 shall be granted one (1) bonus personal leave day (8 hours). There shall be no partial personal leave days earned nor shall any credit toward earning personal leave days be carried from one period to the next.

Bonus Personal Leave Days earned in accordance with this Section will be credited to the employee's account as earned subject to Section 17.3 herein.

Section 17.3. The maximum amount of personal leave hours which may be credited to an employee's account shall be forty (40) hours inclusive of the personal leave hours earned in accordance with Sections 17.1 and 17.2 above. Any personal leave hours in excess of this maximum will be removed from the employee's personal leave balance and paid to the employee by the end of the next full-pay period at the employee's regular straight-time hourly rate in effect when the personal leave days were earned.

Immediate family as used in this Article shall be limited to mother, father, son, daughter, spouse, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

Section 18.3. When an employee is unable to report to work due to illness or injury, the employee shall notify the immediate supervisor or other designated person as soon as possible, but no less than one (1) hour prior to the time the employee is scheduled to report to work, unless extenuating circumstances prohibit. Such notification must be given on each day of absence, unless other arrangements are made with the Superintendent or designee.

Section 18.4. Upon return to work, an employee shall complete and sign an application for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer will determine whether or not the request for payment of sick leave benefits should be approved. The Employer may require the employee to furnish a statement from a licensed medical practitioner. Such statement shall include the nature of the illness or injury, the treatment given, and the prognosis, and the estimated date when the employee can be expected to return to work. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay.

Section 18.5. Sick leave usage, when approved, shall be charged in minimum units of one (1) hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action. The Employer maintains the right to investigate any request for sick leave use and any excessive, patterned or abusive use of sick leave. The Employer also maintains the right to have any employee examined by a licensed medical practitioner selected and paid by the Employer. The Employer may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of or the spirit of this Article. Denial of sick leave payment shall not preclude the Employer from implementing any disciplinary action.

Section 18.6. An employee who is credited with sick leave earned while employed by the City of Greenville may elect one of the following options with respect to sick leave credit remaining at the end of the calendar year:

- A. Carry forward the balance; or
- B. Receive a cash benefit. An employee who has sick leave credit earned while employed by the City of Greenville remaining as of October 31st of any calendar year in excess of four hundred eighty (480) hours may convert such sick leave credit in excess of four hundred eighty (480) hours at the rate of one (1) hour of the employee's base rate of pay in effect as of the date of application for every three (3) hours of unused credit over four hundred eighty (480) hours, to a maximum of forty (40) hours of pay. Such conversion may occur only one time per calendar year.
- C. An employee selecting the option described in Section 18.6(B) shall indicate such selection, in writing, on a form issued by the Employer, and such option shall be

Section 17.4. Personal leave days provided for in this Article must be requested as far in advance as possible, but no less than twenty-four (24) hours in advance of the requested date of leave use. Personal leave days may be scheduled in one (1) hour increments.

Section 17.5. In the event of the death of an employee who was on active payroll at the time immediately preceding such death, the employee's unused personal leave shall be paid to the employee's estate. Such compensation shall be at the employee's last base rate of pay. In order to be eligible for the payment provided for in this section, an employee shall have had at least one (1) year of service with the Employer.

Section 17.6. Upon the retirement of an employee who was on active payroll at the time immediately preceding such retirement, the employee's unused personal leave shall be paid to the employee. Such payment shall be at the employee's base rate of pay, and at a rate of one (1) hour of pay for every two (2) hours of unused balance. No payment for unused personal leave shall be made to, or for the benefit of, any employee who otherwise voluntarily or involuntarily separates from service.

ARTICLE 18 **SICK LEAVE**

Section 18.1. Full-time bargaining unit employees shall accrue sick leave at the rate of .0577 of an hour for each hour worked and for each hour in active pay status except as otherwise provided herein. The maximum amount of sick leave an employee may accrue in any calendar year shall be one hundred twenty (120) hours. Sick leave shall not accrue while an employee is on any unpaid leave, layoff, and disciplinary suspension or in overtime pay status. Sick leave shall continue to accrue while an employee is on sick leave but shall only be credited to the employee's sick leave balance if and when the employee returns to work.

Section 18.2. Sick leave shall be granted to an employee, upon approval by the Employer or designee, for the following reasons:

- A. Illness or injury of the employee when such illness or injury prohibits the employee from performing the normal duties of the employee's work assignment, and when such illness or injury is not job related.
- B. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member. Sick leave usage for this purpose may be limited by the Employer based on the circumstances of each request. Sick leave shall not be granted for babysitting or child care situations.
- C. Exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.
- D. The extension of funeral leave as provided for in Section 21.3 of this Agreement.

exercised not later than November 1 of each calendar year. Failure to exercise such option, in writing, November 1 of each calendar year shall result in the automatic carry forward of any unused balance.

- D. Cash benefits will be paid the same pay period that includes December 1.
- E. An employee who separates during the year, prior to November 1 of that year, shall not be eligible for the cash benefits provided under this Section.
- F. For purposes of determining whether remaining sick leave balances are earned while employed by the City of Greenville, employees will be deemed to use the hours accumulated during their employment with Greenville prior to using any hours transferred from another employer (last in, first out).

Section 18.7. Payment for Accumulated Sick Leave Upon Retirement:

- A. Employees who have accumulated sick leave may, at their request, be paid for a percentage of their accumulated balances upon retirement from service with the Employer, at their last base rate of pay at the rate of one (1) hour of pay for every two (2) hours of accumulated balance up to a maximum payment for four hundred eighty (480) hours of pay.
- B. In order to be eligible for the payment authorized by this Section, an employee shall have at least six (6) years of service with the City.
- C. An employee who retires from employment with the Employer, and who is eligible for payment in accordance with the provisions of this Section, shall make written application for such payment prior to retirement using a form issued by the Employer for such purpose. Failure to make a timely application shall result in the forfeiture of the accumulated sick leave credit.
- D. Payments made pursuant to this Section shall be deemed to eliminate any future demands for payment for any remaining accumulated sick leave credit.
- E. Employees who voluntarily separate or who are discharged from employment shall forfeit all rights to receive any payment of accrued but unused sick leave.

Section 18.8. In the event of the death of an employee, the employee's accrued but unused sick leave as defined in this Section shall be paid to the employee's designated beneficiary, or, in the absence of a designated beneficiary, to the employee's estate. Such compensation shall be at the employee's base rate of pay at the rate of one (1) hour of pay for every two (2) hours of accumulated balance, to a maximum up to four hundred eighty (480) hours of pay. In order to be eligible for the payment provided for in this Section, an employee shall have had at least one (1) year of service with the Employer.

ARTICLE 19
FAMILY AND MEDICAL LEAVE

Section 19.1. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least one thousand two hundred fifty (1,250) hours of service during the previous twelve (12) months before the leave commences.

Section 19.2. Eligible employees shall be entitled to a total of twelve (12) work weeks of leave during a rolling twelve (12) month period measured backward from the date on which an employee requests to begin use of FMLA leave. FMLA leave may be taken for the following reasons:

- Because of the birth of a son or daughter of the employee or placement of a child with the employee for adoption or foster care;
- In order to care for the spouse, son, daughter, parent or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent or "in loco parentis" has a serious health condition; or
- Because of a serious health condition that makes the employee unable to perform any of the essential functions of the employee's position.

The period of FMLA leave shall include any period of approved sick leave, vacation, other paid leave or unpaid leave of absence taken due to the above qualifying events. All applicable paid leave shall be exhausted. before the employee uses the unpaid portion of the FMLA leave.

Section 19.3. In any case in which a husband and wife, both employed by the City, request leave due to the birth or placement with the employees of a son or daughter, the aggregate number of workweeks of FMLA leave to which both employees shall be entitled shall be limited to twelve (12) workweeks during the twelve (12) month period specified above.

Section 19.4. Leave due to the serious health condition of the employee or the employee's spouse, son, daughter or parent may be taken intermittently or on a reduced leave schedule when medically necessary. The Employer may require an employee taking leave in this manner for planned medical treatments to transfer temporarily to an alternative position or shift which has equivalent pay and benefits and better accommodates the recurring period of leave.

The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the employee is entitled in accordance with this Agreement. The Employer may, however, require the employee to temporarily transfer to an available alternative position having equivalent pay.

Leave due to the birth or placement with the employee of a son or daughter shall not be taken on an intermittent or reduced leave schedule which reduces the employee's usual number of hours per workweek or per workday.

Section 19.5. An employee granted FMLA leave shall continue to accrue seniority during the period of leave provided the employee follows the proper procedures for requesting such leave and returns to work at the expiration of the approved leave period.

Section 19.6. Any eligible employee granted a FMLA leave shall be entitled, on return from such leave, to be restored to the position held by the employee when the leave commenced or a similar position of equivalent pay and benefits. In those situations where the Employer is permitted to require a physician's certification before granting a FMLA leave, the Employer may require that a health care provider certify that the employee is sufficiently recovered to return to work and perform the essential functions of the employee's position before reinstating the employee. Should the Employer require such certification, the Employer shall make its request for the certification at least 15 calendar days prior to the expected return of the employee.

Section 19.7. During any period that an eligible employee is on FMLA leave, the Employer shall maintain the employee's group health care coverage under the conditions coverage would have been provided if the employee had continued in active employment for the duration of the leave. The employee will be responsible to pay the employee's share of the health insurance costs during the leave. If the employee is ever more than thirty (30) days late in tendering their share of the premium, the Employer's obligation to pay its share of the premium shall cease. In no event, however, will the Employer cease its payment until fifteen (15) days after notice has been mailed or provided.

If the employee does not return from the leave, the employee is responsible to reimburse the Employer for the total insurance premium paid by the Employer unless the employee does not return due to:

1. Continuation, recurrence or onset of a serious health condition; or
2. Other circumstances beyond the control of the employee.

The Employer may, however, demand medical certification to substantiate these reasons, if applicable. If not provided, the employee must reimburse the insurance premiums paid by the Employer.

Section 19.8. Eligible employees requiring FMLA leave shall normally notify the Employer not less than thirty (30) days prior to the date such leave is to begin by completing the appropriate request form. In situations where the need for such leave is not foreseeable thirty (30) days in advance, the employee shall complete a request form and provide as much advance notice as possible. Leave forms shall be submitted to the employee's immediate supervisor. Failure to provide the Employer notice without valid excuse may delay granting of the leave until thirty (30) days after the notices has been received.

Section 19.9. Employees must provide the Employer with certification of the condition justifying the leave from a health care provider in cases involving serious health conditions. If the leave is

foreseeable, such certifications must be provided to the Employer thirty (30) days in advance of the leave. If unforeseeable, certifications must be provided within fifteen (15) days after the Employer's demand for the certification.

Upon receipt of the certification, the Employer may, at the City's expense, require the employee to obtain a second opinion from a health care provider selected by the Employer. The Employer will not seek additional information from the initially certifying practitioner and the employee shall be placed on provisional FMLA leave.

If the second opinion differs from the first, the Employer may, at the City's expense, require the employee to submit to a third examination by a health care provider jointly selected by the Employer and the employee. This third opinion shall be final and binding.

If a second or third opinion do not confirm entitlement, the employee shall reimburse the Employer for any insurance premiums already paid during the period not covered by paid leave.

Section 19.10. The intent of the Article is to comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of this objective that do not conflict with this Agreement. Any ambiguities herein shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law.

ARTICLE 20 **INJURY LEAVE**

Section 20.1. In the event of an occupational injury incurred as a direct result of performing an assigned function within the scope of the employee's authority, which injury is not the result of "horse-play," negligence, or intentional self-infliction by an employee, and upon the employee's application, the Employer may grant the employee Occupational Injury Leave (OIL) for a period not to exceed ninety (90) calendar days per injury as identified by the Ohio Bureau of Workers' Compensation (OBWC) claim number. The authorization of an OIL is a matter of administrative discretion, and the Employer will decide in each individual case if OIL is to be granted. Upon written request of the employee, the Employer may grant extensions of the OIL in thirty (30) day increments. Failure to grant an extension shall not be subject to the grievance procedure.

Section 20.2. An employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 20.3. Any employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation as soon as possible. The employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer while on OIL. In the event the

claim is denied by Workers' Compensation, the employee shall revert to sick leave status, and shall be charged with sick leave, and/or vacation leave for all time paid by the Employer for OIL. In the event the employee does not have sufficient sick and/or vacation leave to reimburse the Employer for all OIL benefits received for a rejected claim, the employee shall make full restitution to the Employer through a mutually agreeable arrangement.

Section 20.4. In lieu of granting OIL, the Employer may provide a transitional duty assignment within the limitations set by the employee's attending physician or other physician selected by the Employer. If the employee is unable to perform the essential functions of the employee's regular position, the Employer may, in lieu of granting OIL, assign the employee to a less demanding position at the employee's current rate of pay. Failure of the Employer to assign an employee as outlined above shall not be subject to appeal through the grievance procedure.

Section 20.5. The Employer, at its option, may require the employee to take physical examinations by doctors selected by the Employer in matters relating to injury. Any such examination, if required by the Employer, shall be at the Employer's expense.

ARTICLE 21 **FUNERAL LEAVE**

Section 21.1. In the event of the death of a member of an employee's immediate family as defined in Section 18.2 of this Agreement, the employee shall be granted up to five (5) consecutive calendar days of leave without loss of pay to make the funeral arrangements, participate in visitations and attend the funeral. The employee will have the option of scheduling the leave as long as one of those days is the date of the funeral. This also applies to Section 21.2.

Section 21.2. Employees shall be granted up to three (3) consecutive calendar days of leave without loss of pay including the date of the funeral in the event of the death of an employee's brother, sister, grandparent, grandparent-in-law, grandchild, aunt, uncle, nephew, niece, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other relative who had been residing in the same household as the employee.

Section 21.3. Funeral leave in addition to the above may be granted upon the approval of the Safety/Service Director. Such additional funeral leave shall be deducted from an employee's accrued but unused sick leave.

Section 21.4. Proof of death, relationship to the deceased and/or proof of attendance at the funeral may be required.

ARTICLE 22 **COURT LEAVE**

Section 22.1. The Employer shall grant leave with pay for the time required for such service when an employee is summoned for jury duty or subpoenaed as a witness by a court empowered

by law to require such service. All compensation received from the summoning agency for such duty must be paid to the Employer unless such duty is performed totally outside the employee's paid working hours.

Section 22.2. The Employer will not pay employees for appearing in court for cases being heard in connection with the employee's secondary employment or personal matters including but not limited to criminal or traffic charges against the employee, domestic relations matters involving the employee's family, juvenile court matters for the employee's family, etc.

Section 22.3. An employee must request court leave in advance immediately upon receiving the notice of jury duty or subpoena.

Section 22.4. Employees required to appear in court in order to carry out the responsibilities of their position with the City, shall have all such hours considered as hours worked and compensated at the applicable rate in accordance with the Hours of Work and Overtime Article herein. All court fees, witness fees, or other forms of remuneration provided by any court to employees being paid court time as provided for in this Section must be reimbursed by the employee to the Employer. Employees shall not refuse to obtain such court fees or remuneration that can be collected on the date of such appearance.

ARTICLE 23 **TEMPORARY TRANSFERS**

Section 23.1. In making temporary transfers to a lower classification, the Employer may select the employee to be transferred without regard to seniority or certification under Civil Service Rules to complete one (1) shift only. Thereafter, the transfer to such work shall be based on classification seniority and the employee with the least seniority shall be given the temporary transfer. There shall be no reduction in pay for such transfer.

ARTICLE 24 **LAYOFF AND RECALL**

Section 24.1. When the Employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees fifteen (15) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 24.2. Layoff order shall be in the inverse order of seniority in classification, as described in Section 7.4 of this labor agreement. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of the layoff.

Employees receiving notice of a long term layoff or job abolishment shall have five (5) calendar days following receipt in which to exercise their right to bump any less senior bargaining unit employee in a lower classification within the same class series, provided the more senior employee does possess the skill, qualifications, certification and/or license to perform the duties of the position without further training. The Employer shall identify the appropriate classification series prior to any layoff. Employees who are bumped from their positions shall have five (5) calendar days in which to exercise their bumping rights in a similar manner. Any employee who bumps into a lower classification, as described in Section 7.4 of this contract, shall maintain: his or her pay grade, so long as he or she maintains the licenses associated with such pay grade. Any employee who does not have sufficient seniority and/or qualifications, certification, or license to bump another employee in a lower classification shall be laid off and placed on the appropriate recall list.

Section 24.3. Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during the period of layoff.

Section 24.4. The recalled employee shall have five (5) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of the employee's intention to return to work and shall have ten (10) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work that is in excess of the ten (10) day reporting period is otherwise specified in the notice.

ARTICLE 25 **PROBATIONARY PERIOD**

Section 25.1. Every bargaining unit employee will be required to successfully complete a probationary period. The probationary period for employees shall begin on the first day the employee enters a bargaining unit position and shall continue for a period of one hundred eighty (180) calendar days. A probationary employee may be terminated any time during the employee's probationary period and shall have no appeal over such removal. The Employer may reduce or waive the probationary period for an employee who has been previously employed by the City if the Employer deems such waiver or reduction appropriate.

Section 25.2. Employees promoted or transferred to a position outside the bargaining unit shall retain the right to return to their former position at their previous rate of pay, in the event they do not successfully complete the probationary period established for their new position.

Section 25.3. Any employee promoted or transferred to a position within the bargaining unit shall serve a one-hundred eighty (180) day promotional probationary period. Employees may be returned to their previous classification at their previous rate of pay anytime during their promotional probationary period for unsatisfactory performance as determined by the Employer.

Section 25.4. Employees may voluntarily elect to return to their previous position during the first thirty (30) days of their promotional probationary period or anytime during the promotional probationary period that the previous position is vacant.

ARTICLE 26 **APPLICATION OF CIVIL SERVICE**

Section 26.1. Whereas this Agreement may address subjects also addressed by the Civil Service laws and/or the Rules and Regulations of the Greenville Civil Service Commission, the parties hereby mutually agree that this Agreement shall take precedence over any conflicting Civil Service provision and the Civil Service Commission shall have no jurisdiction to receive or determine any appeals relating to the interpretation or application of this Agreement.

Section 26.2. All matters relating to employee's terms and conditions of employment shall be governed by the negotiated Agreement or, where the Agreement is silent, by applicable laws or City ordinances.

Section 26.3. It is expressly understood that the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from examinations and the appointments from the eligible lists shall remain under the control and jurisdiction of the Greenville Civil Service Commission.

ARTICLE 27 **RULES AND REGULATIONS**

Section 27.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs and business.

Section 27.2. The Employer recognizes that no rules, regulations, policies or procedures shall be established that are in violation of any express terms of this Agreement.

Section 27.3. When reasonably able to do so, the Employer shall give the Union seven (7) days notice prior to the implementation of any new work rules, regulations, policies or procedures. The Employer also agrees to discuss any changes with the Union, if the Union so desires.

ARTICLE 28 **DRUG/ALCOHOL TESTING**

Section 28.1. Where there is reasonable suspicion to believe that an employee is under the influence of drugs or alcohol the Employer may, upon confirmation by a second supervisor or another employee, require the suspected employee to submit to the applicable test.

Section 28.2. All drug screening tests shall be conducted by a recognized medical laboratory certified to administer such tests.

Section 28.3. Refusal to submit to the testing provided for in this Article shall be grounds for discipline.

ARTICLE 29 **WAIVER IN CASE OF EMERGENCY**

Section 29.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Darke County, the federal or state legislature, the Mayor of the City of Greenville, the Director of Homeland Security, the Federal Emergency Management Agency (FEMA), or the local Emergency Management Agency, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and,
- B. Any or all work rules and/or agreements and practices relating to the assignment of employees within their department.

Section 29.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance(s), had properly progressed prior to the emergency.

ARTICLE 30 **SAFETY**

Section 30.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment and working methods for its employees. The supervisor will see that safety rules and safe working methods are followed by employees. The employees accept the responsibility not to neglect or abuse the Employer's equipment, tools or work areas and accept the responsibility to follow all safety rules and safe working methods as prescribed by the Employer.

Section 30.2. Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific

reporting procedure shall be established for each work unit. The responsible supervisor or Department Head shall note all reports of safety complaints and forward copies to the Safety/Service Director and the Safety Committee.

Section 30.3. An employee acting in good faith may refuse to work under conditions the employee reasonably believes presents an imminent danger of death or serious harm to the employee or others, provided such conditions are not such as normally exist or might reasonably be expected to occur in the employee's position. Any incident of work refusal shall immediately be reported to the Department Head who will determine what, if any, corrective action is necessary to eliminate or reduce a potential danger or hazard.

If the employee disagrees with the findings of the Department Head, the employee may request the matter be reviewed by the Safety Committee. The Safety Committee will be convened as soon as practicable. The employee may be assigned to alternative work pending the review by the Safety Committee. The Safety Committee shall review the situation and submit its recommendation(s) to the Safety/Service Director who shall make a final determination. The recommendations of the Safety Committee are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance. An unjustified refusal to work may subject the employee to disciplinary action.

Section 30.4. The parties agree to comply with all applicable laws regarding safety. Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary may subject the offending employee to disciplinary action.

Section 30.5. The Employer shall establish a City of Greenville Safety Committee. The committee shall include one (1) bargaining unit employee appointed by the Union from each of the following divisions:

1. Water
2. Wastewater
3. Water Distribution

The Employer's responsibility is to coordinate the committee's efforts and monitor compliance with applicable safety law requirements.

The Safety Committee's general responsibility is to drive the City's safety program. The Committee's specific responsibilities are:

- A. Review all health and safety complaints and make recommendations for corrective action.
- B. Review all incident reports of work related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The committee shall not have the authority to determine whether a violation of law has occurred or to recommend discipline.

- C. Recommend safety training programs and amendments, modifications or additions to the City of Greenville Safety Manual.
- D. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools and facilities.

Section 30.6. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have their grievance heard before an arbitrator under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

ARTICLE 31 **DUES DEDUCTION**

Section 31.1. Upon written request from the Union, the Employer agrees to deduct Union membership dues, in accordance with this Article.

Section 31.2. The Employer agrees to deduct regular Union membership dues each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form as provided by the Employer must be presented to the Employer by the employee. Such payroll deduction forms will be made available to employees by the Employer upon receipt of a written request from the Union that such dues deductions be withheld. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next period following the pay period in which the authorization was received by the Employer. Dues deducted under this Section shall be remitted to the Financial Secretary of the Union promptly following such deductions.

Section 31.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless of 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 except as otherwise provided by law.

The parties further recognize that the Union has the sole right to establish the cost of membership dues. However, with the enactment of R.C. 3599.031(H), there is a question concerning the applicability and constitutionality of state law regarding the use of Union dues that are collected through payroll deduction by public employers. Therefore, the Union agrees that it will abide by the Ohio Revised Code and applicable state rules on the collection, expenditure, and utilization of dues and fees.

Section 31.4. The Employer shall be relieved from making dues deductions upon an employee's (1) termination of employment; (2) promotion to a job other than one covered by the bargaining

unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the dues deduction authorization by the employee.

Section 31.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues payment period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 31.6. The rate at which dues are to be deducted shall be certified to the Employer by the Financial Secretary of the Union during January of each year. One (1) month advance notice must be given the City Auditor prior to making any changes in an individual's dues deduction.

Section 31.7. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 31.8. Effective in January of the year 2003, all bargaining unit employees shall pay to the Union, through payroll deduction, a fair share fee for the duration of this Agreement. The fair share fee is automatic and does not require the employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by the members of the Union in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Union shall certify the amount of the fair share fee to the Employer in writing during January of each calendar year.

It is expressly understood that this provision is contingent upon the Union presenting the Employer with a rebate and challenge procedure and an independent audit which complies with applicable state and federal law.

ARTICLE 32

NO STRIKE OR LOCKOUT

Section 32.1. Inasmuch as this Agreement provides the machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Greenville, Ohio. Therefore,

- A. The Union agrees that neither it, its officers, agents, representatives nor members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage or work slow down by its members.
- B. When the Employer notifies the Union by certified mail or telegram or personal delivery that any of the employees covered hereunder are engaged in any prohibited activity as set forth in this Article, the Union shall immediately order such employee(s) to resume work activities and/or return to work and shall additionally publicly announce that the strike or work stoppage is unauthorized.

- C. The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of any employee covered hereunder.
- D. In the event any employee or group of employees of the City of Greenville, Ohio, engage in any interruption of the Employer's business by way of strike or work stoppage of any kind, employees hereunder shall continue to do their work.

Section 32.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 32.1 of this Article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 32.3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes or work stoppages.

ARTICLE 33 **SAVINGS CLAUSE**

Section 33.1. If any article or section of this Agreement shall later be declared invalid, unlawful, or unenforceable by reasons of any existing or subsequently enacted federal or state legislation, or by virtue of any judicial ruling, all other articles and sections of the Agreement shall remain in full force and effect for the duration of this Agreement.

Section 33.2. In the event of invalidation of any article or section for such reasons, the parties agree to meet within thirty (30) calendar days of the invalidation for the purpose of renegotiating said article or section.

ARTICLE 34 **WAIVER**

Section 34.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such

subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 35
TERMINATION

Section 35.1. Except as otherwise specifically provided in the respective articles herein, the benefits provisions of this Agreement shall become effective January 1, 2016 and shall remain in full force and effect until 12:00 midnight on December 31, 2018. The non-benefits provisions of this Agreement shall become effective upon ratification of both parties and shall remain in full force and effect until 12:00 midnight on December 31, 2018.

Section 35.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives
this 9th day of December, 2015.

FOR THE CITY OF GREENVILLE:



Michael Bowers
Mayor



Curt Garrison
Safety/Service Director

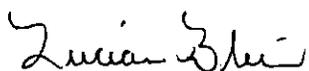


Eric Brand
Law Director

FOR THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 20:



Richard Gerrein
Business Manager



Name: LUCEAN BLIER
Negotiating Team Member



Name: Jason Cockerham
Negotiating Team Member



Name: TIM SACKETT
Negotiating Team Member

**LETTER OF AGREEMENT
BETWEEN THE CITY OF GREENVILLE AND
GREENVILLE WATER, WASTEWATER AND
WATER DISTRIBUTION EMPLOYEES
AFFILIATED WITH THE IUOE, LOCAL 20**

The parties agree that in the event City Council passes any personnel ordinance during the term of the current collective bargaining agreement, the Water, Wastewater and Water Distribution Employees union will be provided with a copy of any such personnel ordinance within two (2) weeks of the passage of the ordinance.