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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF GIRARD, OHIO**

**AND**

**LOCAL 3356 AFSCME**

**AND**

**OHIO COUNCIL 8**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES**

**JANUARY 1, 2016  
THROUGH DECEMBER 31, 2019**

**SERB CASE NO. 2015-MED-10-1160**

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## PREAMBLE

**Section 1. Agreement.** This Agreement is made by and between the City of Girard, Ohio, hereinafter referred to as the City, and Local 3356, AFSCME, Ohio Council 8 of the American Federation of State, County and Municipal Employees, hereinafter referred to as Union or AFSCME, representing the service employees of the City of Girard. This Agreement is intended to formalize the articles approved by the negotiation committees of the City and AFSCME.

**Section 2. Purpose.** This Agreement has as its purpose the following:

- A. to achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote the highest quality of work performance;
- B. to provide for the peaceful and equitable settlement of differences which may arise;
- C. to attract and retain qualified employees;
- D. to assure the effectiveness of service by providing an opportunity for employees through their duly designated representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the State of Ohio Revised Code, State and Federal laws, and the Constitution of the State of Ohio and the United States of America;
- E. to ensure the right of every employee to fair and impartial treatment;
- F. to avoid interruptions and interferences with services to the community in that the parties mutually recognize that the services provided are critical to the health, safety and welfare of the citizens of the City of Girard, Ohio.

## ARTICLE 1 RECOGNITION

**Section 1. Recognition.** The City hereby recognizes Local 3356, Ohio Council 8, American Federation of State, County and Municipal Employees, as the sole and exclusive bargaining agent on any and all matters related to wages, hours, terms and other conditions of employment.

**Section 2. Exclusions.** Notwithstanding the provisions of this article, all management, supervisory, temporary, seasonal, and all other employees excluded by the collective bargaining Act are excluded from the bargaining unit.

## ARTICLE 2 MANAGEMENT RIGHTS

Subject to the specific terms and conditions of this Agreement, AFSCME shall recognize the right and authority of the City to administer the business of the City of Girard, and in addition to other functions and responsibilities that are required by law, AFSCME shall recognize that the City has and will retain the full right and responsibility to direct the operations of the City, to promulgate

rules and regulations, and to otherwise exercise the prerogatives of management, and particularly, including but not limited to, the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand for just cause, suspend for just cause, discharge or discipline for just cause;
- B. to manage and determine the location, type and number of physical facilities, equipment programs and the work to be performed;
- C. to determine the City's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;
- D. to determine the size and composition of the work force and the City's organizational structure, including the right to relieve employees from duty as specified in this Agreement;
- E. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- F. to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. to maintain the security of records and other pertinent information;
- H. to determine and implement necessary actions in emergency situations.

### **ARTICLE 3** **NON-DISCRIMINATION**

**Section 1. Non-Discrimination.** The Employer and the Union recognize their rights and responsibilities under Federal and State civil rights laws. The parties agree that insofar as practicable, the provisions of this agreement will be applied without regard to race, color, religion, national origin, national ancestry, military status, sex, age, genetic information, or disability.

The City and AFSCME agree not to interfere with the desire of any person to become or remain or refrain from becoming a member of AFSCME.

**Section 2. Gender and Plural.** Whenever the content 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 gender shall be construed to include all of said genders.

**Section 3. ADA Compliance.** The Union and the City agree this contract will comply with the Americans with Disabilities Act (ADA). If a City employee with a bona fide disability under the ADA makes a request for a reasonable accommodation under the Act, the employee has the right to Union representation during the process to identify the accommodation.

The City will notify the Union in advance of any reasonable accommodation it proposes to make. If the Union wishes to discuss the proposed accommodation, it will make written request of the City for a meeting to discuss the matter within five (5) working days of the receipt of the notice and the parties will meet before any accommodation is made. The accommodation the City ultimately makes shall not be grievable by the Union unless the Union can demonstrate that the accommodation made was an arbitrary and capricious violation of a specific article or section of the Agreement.

#### **ARTICLE 4** **DUES DEDUCTION/FAIR SHARE FEES**

**Section 1. Membership.** All employees of the City occupying classifications represented by the Union shall either become members of the Union or remit a fair share fee to the Union for its service as the exclusive bargaining unit representative.

**Section 2. Fair Share Fees.** In recognition of the Union's services as the bargaining representative, all employees who do not become members within sixty (60) days following the beginning of employment shall be required to pay a fair share fee, as a condition of continued employment.

Fair share fee shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. All current employees, who are members of the Union on the date of execution of this Agreement, who thereafter withdraw from the membership, shall be subject to the fair share fee provision as provided for in this article.

**Section 3. Dues Deductions.** The City agrees to deduct monthly Union dues and initiation fees in whatever sum is authorized by the Union from the pay of employees who sign or have signed an authorization for check-off card.

Deductions will be made from the pay earned during the first period of each month. In the event any employee whose pay is subject to deductions shall not be entitled to any pay for the first pay period of any month, such deductions shall be made from the second pay period of the following month, in addition to the regular deductions for that month, or if that is insufficient, a subsequent pay period. The City's obligation to make deductions shall terminate automatically upon termination of employment or transfer to a job classification excluded from this Agreement.

**Section 4.** All deductions under this section shall be submitted to the Union (Comptroller, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085) no later than the tenth (10th) day following the end of the first pay period of each month. The City will furnish the Union, together with the dues deduction check, an alphabetical list of all employees whose dues have been deducted and the amount deducted for each employee. The parties specifically agree that the City assumes no obligation, financial or otherwise, arising out of the provision of this article regarding the deduction of Union dues. The Union herein agrees that it will indemnify and hold the City harmless from all claims, actions or proceedings by any employee arising from the deductions made by the City pursuant to this article. Alleged errors in the payment of dues must be reported within thirty (30) calendar days of receipt by the Union of the monthly dues and fair share deductions.

**ARTICLE 5**  
**UNION REPRESENTATION/ACTIVITY**

**Section 1. Non-Solicitation.** No organization shall solicit membership on work time.

**Section 2. Grievance Investigation/Writing.** The writing and investigation of grievances shall not be on duty time.

**Section 3. Contract Administrator/Stewards.** For the purpose of effective contract administration, a designated member of the bargaining unit shall be permitted to use a reasonable amount of time on duty, as necessary, to address matters pertaining to this Agreement as it affects other employees of the unit subsequent to the requirements of this article.

AFSCME shall submit in writing the names of employees including their telephone numbers and addresses to act as AFSCME representatives for the purpose of processing grievances as defined in the grievance procedure. These lists shall be kept current at all times and any changes shall be in writing. The City shall not recognize any such representative until so notified.

**Section 4. Grievance Hearings.** Grievance hearings shall be scheduled by mutual agreement of both parties. If any grievance hearing is scheduled during an employee's regular duty hours, the employee, AFSCME representative, and necessary witnesses (to the extent of time that the witnesses are needed for testimony) shall not suffer any loss of pay while attending the hearing. The City reserves the right to limit the number of witnesses who would be providing cumulative testimony. Once an employee has concluded his/her testimony, he or she shall return to his/her work assignment(s).

**Section 5. Facility Access.** The City agrees that one (1) representative of AFSCME shall be admitted to the City's facilities and sites during working hours. Such visitations shall be the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the City. In the event of an emergency, such officer or representative shall give as much advance notice as possible under the circumstances. AFSCME representatives under this article shall not interfere, interrupt, or disrupt the normal work of the department nor carry on any other activities during working hours except as authorized in this Agreement.

**Section 6. Contract Negotiation.** During contract negotiation, members of the negotiating team who are on duty shall be permitted to attend bargaining sessions until such time as they may be called away under emergency circumstances.

**ARTICLE 6**  
**BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

**Section 1.** The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code Sections 124.01 through 124.56, nor any local Rules and Regulations of the Civil Service Commission of the City of Girard, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement. Sections 124.388 and 124.57 RC shall continue to apply to bargaining unit employees.

**Section 2.** The parties agree that the conduct and grading of civil service examinations (as related to the City of Girard Civil Service Commission), the establishment of eligible lists from examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 RC.

**Section 3.** For the purposes of example, and in no way to be construed as all inclusive or a limitation of Section 1 above, the following contract articles and/or sections specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below.

<u>Article in this Contract</u>	<u>Statute, or Regulation Preempted by this Contract</u>
Article 7, Probationary Periods	RC 124.27
Article 8, Seniority	RC 9.44; RC 124.321-124.328
Article 10, Reduction in Force & Recall	RC 124.321-124.328
Article 19, Discipline & Disciplinary Procedures	RC 124.34
Article 20, Grievance Procedure	RC 124.34
Article 10, Holidays	RC 325.19
Article 11, Vacation	RC 9.44; RC 325.19
Article 13, Leaves	RC 124.38; RC 124.39; RC 5923.05

**ARTICLE 7**  
**PROBATIONARY PERIODS**

**Section 1. Initial Hire.** Every newly hired full-time employee of the bargaining unit will be required to successfully complete a probationary period. The New Hire Probationary Period shall begin on the first day for which the employee received compensation from the City and shall be for a period of one hundred and eighty (180) calendar days excluding unpaid leaves of absence.

Newly hired employees may not file grievances for layoffs or discharges until they have successfully completed the probationary period.

**Section 2. Promotional.** All newly promoted employees shall serve a ninety (90) calendar day probationary period excluding unpaid leaves of absence. Failure to complete the promotional probationary period shall result in the employee being returned to the same or similar position as the one formerly held. The employee may grieve said failure but only through Step 2 of the grievance procedure. A newly promoted employee may return to his former position at any time during the first half of the probationary period provided that the former position has not been filled.

Any displacement of another employee that results from the newly promoted employee being returned to a "same or similar" position shall not be subject to the grievance procedure.

**ARTICLE 8**  
**SENIORITY**

**Section 1. Definitions.** Seniority is the total service in the City in a bargaining unit position as of the employee's last hire date, including such other services as mandated by state and/or federal law. Total service shall include all periods during which the employee was in full-time

bargaining unit service and all periods during which the employee was in part-time bargaining unit service but pro-rated to the equivalent of full-time service.

**Section 2. Break in Service.** The following events constitute a break in seniority/continuous service. When continuous service is broken, the employee loses all previously accumulated seniority.

- A. Voluntary resignation;
- B. Termination of employment for just cause;
- C. Suspension in excess of sixty (60) days, provided however, if the employee returns to work, such employee's seniority is not broken but the time spent on suspension shall be deducted from the employee's seniority accumulation;
- D. Failure to report for work without prior notice to the Employer for a minimum of three (3) consecutive workdays;
- E. Layoff in excess of twenty-four (24) months;
- F. Failure to return from an approved leave of absence. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

## **ARTICLE 9** **PROMOTIONS**

**Section 1.** The City shall determine when a promotional vacancy occurs and whether or not it wishes to fill that vacancy.

**Section 2. Notice of Vacancy.** When a vacancy occurs, or a new job is created, the City shall post a notice of the opening or openings for seven (7) consecutive calendar days. The notice shall contain the job classification title, rate of pay, department, shift, area of vacancy, brief description, and date of posting.

- 1. A notice of vacancy will first be posted within the department where the vacancy exists.
- 2. If no applicants apply or not applicant is selected from the departmental posting, the vacancy will be posted City-wide for seven (7) consecutive calendar days.

Employees who wish to be considered for the posted job must file written application with the department head by the end of the posting period.

**Section 3. Selection Criteria.** All applications, timely filed, shall be reviewed by the City and the job will be awarded to the best qualified applicant within ten (10) working days.

If two (2) or more applicants are determined to be substantially equal in qualifications, the position will be awarded to the most senior bargaining unit employee on the basis of City-wide seniority.

**Section 4.** An employee who is awarded a job under the bidding procedure must successfully complete the promotional probationary period. During such time he will be given reasonable help and supervision. He will be considered to have qualified for the new job when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record, as to the quality and quantity of work, meets the standard applicable to the job. An employee who is awarded a job under these provisions shall receive the permanent rate of the new classification.

**ARTICLE 10**  
**REDUCTION IN FORCE AND RECALL**

**Section 1.** It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supercede the provisions of RC 124.321 to 124.328, 124.37, OAC 123:1-41-01 to 123:1-41-22, and all local rules and regulations of the City of Girard Municipal Civil Service Commission governing workforce reductions.

**Section 2. Reduction in Force.** When a reduction in force is to be made within a department, the reductions shall be made on the basis of bargaining unit seniority within the affected classification with the least senior employee laid off first and continuing on the basis of bargaining unit seniority within the affected classification until the reduction is complete.

When it becomes necessary to layoff employees because of lack of work, lack of funds, or reorganization for purposes of efficiency or economy, employees will be laid off in the following order:

1. all part-time, seasonal and temporary employees, inclusive of any employees funded by any program funded by the state or federal government (e.g., PIC, JTPA, CWEP, WORKFARE, etc);
2. employees who have not completed their new hire probationary period;
3. employees who have completed their new hire probationary period, in accordance with the procedures in Number 1 above.
4. employees who have been laid off may exercise their bargaining unit seniority to displace ("bump") less senior employees in any equal or lower paid classification, provided they have the qualifications, skills, and abilities to perform the essential functions of the position into which they "bump."

Employees wishing to exercise their option to displace a less senior employee must give the City notice of such intent within seven (7) calendar days of receipt of the layoff notice.

**Section 3. Notice.** The City shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction. The notice will indicate the effective date of the layoff and the circumstances that made the layoff necessary.

**Section 4. Hiring.** No new employee shall be hired into any classification or department until all laid off employees are given the opportunity to fill such vacancies, provided however, he has the qualifications, skills and abilities to perform the essential functions of the work.

**Section 5. Recall List.** Laid off employees shall remain on a layoff list for two (2) years prior to hiring any new personnel in a classification from which bargaining unit members are laid off; the City shall recall laid off employees from the recall list. Recall shall be done in the reverse order in which the member(s) were laid off. The City may recall, at its option, any employee who has been laid off in excess of two (2) years.

Employees shall be given seven (7) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the City advised of his current address and maintain any required licensure or certification required for their position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will not be recalled in the order of seniority, but upon becoming qualified will remain on the list for future recalls subject to Section 5 herein.

## **ARTICLE 11** **INVOLUNTARY TRANSFERS**

**Section 1.** The City may temporarily transfer employees from one job classification to another job classification, either within the same department or to another department, in order to meet the operational needs of the City.

**Section 2.** Scheduling of such employees must be done by seniority and qualifications. The least senior qualified person must accept the job.

**Section 3. Time Limits.** Each transfer shall not exceed fifteen (15) calendar days unless mutually agreed otherwise or as set forth below.

The time limits herein shall not apply when the transfer is to cover the authorized absence of another employee pursuant to Articles 15, 17, 19, and 23 of this Agreement.

If a transfer is to a higher classification and exceeds fifteen (15) calendar days, the employee shall be eligible to receive the rate of pay for the higher classification for vacation time, personal time, compensatory time, bereavement leave, or holidays surrounded by time worked in the higher classification. Sick leave and injury leave shall continue to be compensated at the employee's regular rate of pay.

**ARTICLE 12**  
**OVERTIME**

**Section 1. Definition.** Overtime shall be defined as any time paid in excess of eight (8) hours per day; or more than forty (40) hours per week.

**Section 2. Overtime Scheduling.** Overtime shall be offered on a rotating basis, first to the full-time members of the particular classification of the member who is absent, or if not a regularly scheduled shift, to the full-time qualified senior members of the bargaining unit. In the event that no full-time members of the classification will work the overtime, then it may be filled by a member of another classification provided such employee is qualified to perform the work.

The City shall make an equitable distribution of overtime on a current basis among employees within the same classification within the same department within the same shift. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purposes of overtime distribution.

It is agreed that the City may require, as a condition of employment, overtime for operational emergencies, acts of God, etc. In the event there are not sufficient qualified senior personnel, the City may require the overtime in inverse order of seniority, least senior assigned first. The mandatory provisions of this Agreement shall not apply to those employees on vacation, sick leave, or any other authorized leave. The City agrees not to require an unreasonable amount of overtime such as to pose a health and safety risk.

**Section 3. Overtime Compensation.** Each bargaining unit member shall receive for each overtime hour worked, an amount equal to one and one-half (1 1/2) times the prevailing normal hourly rate. Employees may choose cash or compensatory time payments.

All existing accumulated time shall be granted subject to the reasonable rules of the department; provided however, compensatory time accrual shall be limited to eighty (80) hours. Any extensions of this limit must be by mutual agreement of the City and the Union.

**Section 4. Call-In Time.** A bargaining unit member in an off-duty status who is ordered to report for work and so reports shall be paid a minimum of four (4) hours or actual time worked, whichever is greater, at the normal overtime rate as defined in this Agreement, whichever is greater. Should a bargaining unit member, in an off-duty status, be called in according to this section on a holiday, he shall be paid double (2x) time.

**ARTICLE 13**  
**TRAINING**

**Section 1. Training Opportunities.** The City shall provide training to all employees who wish to become qualified in job duties of higher-rated classifications.

**Section 2. Posting.** A training opportunity shall be posted for ten (10) working days.

**Section 3. Bidding.** Where training opportunities are limited, employees shall be given the opportunity to bid for the training. The employee with the greatest departmental seniority who bids from the next lower job classification shall be awarded the opportunity. Should no employee in the department bid, the training opportunity may be awarded to non-department bargaining unit members on the basis of total seniority.

**ARTICLE 14**  
**HOLIDAYS**

**Section 1. Holidays.** The following holidays are designated as paid holidays for all bargaining unit members:

- First day of January
- Third Monday in January
- Friday preceding Easter
- Second Monday in October
- Eleventh day of November
- Fourth Thursday in November
- Memorial Day Observed
- Fourth of July
- First Monday in September
- Fourth Friday in November
- Twenty-fifth day of December

**Section 2. Paid Holiday Rate.** If an employee works on a paid holiday that is a regularly scheduled work day, said employee shall be paid at the rate of one and one-half (1 1/2) times his hourly base rate for each regular hour worked, plus be entitled to eight (8) hours pay.

**Section 3.** In order to be paid for a holiday, an employee must actually work his/her fully scheduled shift the day before and the day after the holiday unless on a pre-scheduled and pre-approved paid leave or unless an acceptable physician's certificate is provided to the City for claimed sickness, illness or injury.

**ARTICLE 15**  
**VACATIONS**

**Section 1. Entitlement.** Employees in the bargaining unit shall be entitled to vacation according to the following schedule:

<u>Years of Active Service</u>	<u>Paid Time Off Per Year</u>
After service of one (1) year	Two (2) weeks (80 hours)
After service of five (5) years	Three (3) weeks (120 hours)
After service of ten (10) years	Four (4) weeks (160 hours)
After service of fifteen (15) years	Five (5) weeks (200 hours)
After service of twenty (20) years	Six (6) weeks (240 hours)

**Section 2.** Employees may take vacation leave, to which they are entitled, beginning with January 1 of each year following the date they complete the required years of service. Said vacation leave may be taken at any time during the calendar year.

Years of service shall be computed in the same manner as is seniority, and shall also include credit for military service, provided such service is after the onset of employment with the City of Girard. Employees with more than one (1) year of service with the City shall be credited with their vacation entitlement on the first work day of January each year.

Sick leave is not available for time abutting vacation absent acceptable medical documentation justifying the need for the leave, and approval of the applicable department head.

**Section 3.** Employees must use all vacation in the year it accrues and it may not be carried forward except upon written approval authorized by the Director of Public Service/Safety.

**Section 4. Unused Vacation Time.** Unused accumulated vacation time pro-rated to the date of separation will be paid at the time of such separation to any employee who leaves the department for any reason or is laid off. Unused accumulated vacation time will be paid to the surviving spouse or estate of a member who dies, prorated to the date of his death. Any member who transfers to another agency within the City shall also have transferred to his credit any unused accumulated time.

**Section 5.** Vacation pay shall be computed at the appropriate rate earned by the member at the time the vacation is actually taken.

## **ARTICLE 16** **NEW JOBS**

If substantial changes in the method of operation, tools, or equipment of a bargaining unit classification occurs, or if a new job (classification) is established which would appropriately be within the bargaining unit and which has not previously been classified, the City shall meet with the Union for the purpose of negotiating a rate of pay. The City shall establish a temporary rate of pay and classification and will promptly notify the Union in writing. Thereafter, the Union may accept the rate of pay in writing, or submit a written request to meet and negotiate the rate of pay. If the parties are unable to reach mutual agreement, either party may request fact-finding pursuant to the provisions of R.C. 4117.14. If either party submits a request for fact finding, the parties will proceed to fact finding pursuant to the requirements of 4117 ORC.

## **ARTICLE 17** **LEAVES**

**Section 1. Sick Leave.** Sick leave shall be defined as an absence with pay necessitated by:

1. illness, injury or disability of an employee or a member of the employee's immediate family where the presence of the employee is required;
2. medical, dental or optical examination or treatment of an employee or a member of the immediate family where the presence of the employee is required;

3. exposure to contagious diseases which would jeopardize the health of the employee or co-workers;
4. pregnancy and/or childbirth and related conditions of employee or spouse.

Employees who use excessive amounts of sick leave, or who develop a pattern of use, may not be paid and/or may be subject to appropriate disciplinary action. Anytime an employee seeks treatment from a medical practitioner, he shall provide documentation from such medical practitioner prior to his return to work in order to justify the use of sick leave.

All bargaining unit members shall earn sick leave at the rate of 4.6 hours with pay, for each eighty (80) hours of service. Unused sick leave shall be cumulative, without limit, and be charged to a member on the basis of actual time absent (hour by hour)

The immediate family shall be defined as spouse, children, parent-in-law, grandparent, grandchildren, son-in-law, daughter-in-law, parent, step parents, brother and sister, provided however, that the foregoing definition shall include brother-in-law, sister-in-law, aunt and uncle where such individuals reside with the employee.

**Section 2. Sick Leave Conversion.** An employee of the City of Girard who retires under the Public Employees Retirement System with ten (10) or more years of continuous service with the City of Girard shall, upon application, be paid a one-time bonus calculated upon his accrued but unused sick leave as follows:

A payment of not less than the value of the employee's accrued but unused sick leave to a maximum of nine hundred sixty (960) hours.

The application for conversion payment must be made in writing and signed by the employee at his time of retirement. The conversion will be disbursed to the employee no later than thirty (30) days after the employee's retirement date.

In the event a permanent full-time employee dies, his estate shall be entitled to be paid such unused accrued sick leave credit up to the maximum provided in this article.

An employee who voluntarily separates from City service after ten (10) or more years of continuous service shall be entitled to a one time bonus as follows:

- A. payment of not less than twenty-five percent (25%) of the value of the employee's accrued but unused sick leave to a maximum of five hundred (500) hours.

**Section 3. Conversion of Sick Leave to Wage.** In lieu of a portion of the maximum severance pay allowed in Section 13.2 of this Agreement, employees with either twenty-seven (27) years of PERS service credit or who have reached fifty-seven (57) years of age may request conversion paid wages of the sick leave hours accumulated each year for the three (3) year period prior to retirement.

- A. This conversion shall be limited to one hundred twenty (120) hours of sick leave, less the amount of sick leave taken during the applicable year, for the three (3) year period except as outlined below.
- B. The payment of these accumulated hours shall be made on the last pay of December of each year except that the final payment shall be made at the time of retirement (last day of service prior to separation).
- C. Employees may make a one (1) time adjustment to tax withholding to lessen the tax impact of this conversion.
- D. The hourly rate used to calculate the amount of payment shall be one hundred percent (100%) of the employee's hourly rate at the time of payment.
- E. All hours converted under this article shall be conducted from the maximum conversion allowed in Section 13.2 of the Agreement.
- F. Employees may choose to convert only one (1) or two (2) years of accumulation and these amounts shall be paid in the same manner.
- G. Medically documented, long term illnesses (five [5] consecutive days or more) and the use of Family and Medical Leave shall be exempt from the provisions of sub-section (B) above.
- H. To request this payment, an employee must submit a letter of retirement, with the date confirmed, and the date they wish this benefit to begin. Such beginning date must be at the beginning of a pay period and the year shall include twenty-six (26) pay periods.

**Section 4. Injury Leave.** Whenever an employee is required to stop working because of a service-connected injury or disability, he shall be paid for the remaining hours of that shift and such time shall not be charged to leave of any kind.

If an employee, on injury leave, is capable of performing light duties, the City may reasonably require the employee to return from injury leave and perform such light duties.

**Section 5. Military Leave.** Employees who are members of the Ohio National Guard or any military reserve unit shall be granted time off, with pay, when ordered to military training exercises not to exceed thirty-one (31) days per year. Military leave pay shall be the difference between the employee's regular pay and service pay.

An employee shall be granted a leave of absence, without pay, to serve in the Armed Forces of the United State or any branch thereof. Such leave shall last only during the initial enlistment or induction period. Employees on military leave without pay shall continue to accrue seniority, and if the employee requests reinstatement within thirty-one (31) days of his discharge from military service, the City shall reinstate the employee at the same rank as when he left, with full credit for prior seniority. The City may require that the employee establish that his physical and mental health have not been impaired so as to render him incompetent to perform the duties of his position.

**Section 6. Leave Without Pay.** Leave without pay, for good cause, shall be considered upon written request of an employee. No request for leave without pay shall be unreasonably denied.

An employee who is unable to work due to sickness, illness, or injury, and who has exhausted all available paid leave time, shall be granted leave without pay for up to one (1) year if the leave is requested in writing. Any member granted leave without pay as set forth herein shall be reinstated at his former rank with no loss of seniority. Seniority shall be accrued to the date leave without pay was taken, provided the employee is physically and mentally competent to perform his duties.

An employee who has exhausted all available sick leave, but who is otherwise entitled to take sick leave, shall be entitled to take vacation time prior to taking leave without pay.

An employee who has exhausted all available injury leave shall be entitled to take unused sick leave, compensatory time, and vacation time prior to taking leave without pay.

**Section 7. Bereavement Leave.** When a death occurs in the immediate family of an employee, he shall be granted up to four (4) days leave pay, not to be deducted from his accumulated sick leave. If extenuating circumstances prevail or the deceased member of the immediate family lived more than two hundred (200) miles from the employee, then additional days may be granted and shall be charged against the employee's accumulated sick leave, compensatory time, or personal days, or if none of these is available, then the time will be unpaid.

In the event the employee is on vacation and it becomes necessary to attend the funeral of a member of his immediate family, his vacation schedule shall be extended by the number of days he is eligible for under this section, or vacation shall be canceled and replaced by bereavement leave, at the option of the employee, provided that his supervisor is notified as soon as reasonable under the circumstances.

**Section 8. Jury Duty.** An employee will be granted a leave of absence for required jury duty and when subpoenaed as a witness and will receive eight (8) hours pay per day at his applicable hourly rate less any jury or witness duty compensation. Evidence of service and compensation received must be presented to the City prior to payment.

An employee is expected to return to work upon release from jury duty for the remaining hours of his shift. Employees are not entitled to payment for appearances for personal, criminal, or civil cases.

This section shall not apply to employees who are subpoenaed and/or who must make a court appearance for a personal matter such as divorce, custody, civil, juvenile, etc. Such appearances must be taken from accumulated vacation or personal leave, or if no paid leave is available, as an unpaid leave of absence.

Employees must notify their immediate supervisor as soon as the date and time of any appearance under this section is made known to the employee.

**Section 9. Educational Leave.** An employee may be granted a leave of absence, without pay, for educational purposes relating to the operations of the City.

**Section 10. Union Leave.** At the request of the Union, a leave of absence, with or without pay, shall be granted to an employee required to perform any function on behalf of the Union. The Local Union President, or his designee, shall have three (3) paid days for the purpose of attending local, state, and national conferences. The Union President shall furnish the Service Director proof of such attendance.

**Section 11. Pregnancy Leave.** Any employee who becomes pregnant shall, upon request made to the appointing authority, be granted leave for maternity purposes. The date of departure and the date of return to work shall be selected by the employee and she shall notify the appointing authority of these dates as far in advance as is practicable. The employee, at her option, may utilize any or all accrued sick leave and vacation leave for maternity purposes; after accrued sick leave and vacation leave are exhausted, the employee shall be placed on maternity leave of absence without pay, not to exceed six (6) months, for the remainder of her requested leave time.

At the expiration of six (6) months, additional unpaid leave may be granted to the employee. An appointing authority who has reason to believe that an employee is unable to fulfill usual duties by reason of pregnancy may request in writing that said employee begin sick leave, vacation leave, and/or maternity leave without pay, at the employee's option, at an earlier date than the employee has selected. The employee, at her option, may elect to take her accrued sick leave and/or vacation leave before taking a maternity leave of absence without pay. The employee shall be returned to the position held prior to the start of the leave (provided that she is capable of performing the essential functions of her position).

**Section 12. Personal Leave.** Employees receive four (4) paid personal days, thirty two (32) hours of leave, per year. An employee seeking to utilize a personal day shall request approval from his immediate supervisor, at least five (5) work days in advance.

An employee who has not reported off sick for the previous calendar year shall receive one (1) additional personal holiday to be used as set forth in the above paragraph.

No personal days may be granted until an employee has completed one (1) year of service.

Following completion of one (1) year of service, an employee will be credited with one (1) personal day for each remaining period of four (4) full months.

**Section 13.** Upon completion of a leave of absence, an employee shall be returned to the job assignment which he formerly occupied.

**Section 14.** An employee may be returned to work prior to the expiration of any leave of absence if such earlier return is agreed to by the City and the employee.

## **ARTICLE 18** **HOURS OF WORK**

**Section 1. Work Day.** The regular work day shall be eight (8) consecutive hours of work within a twenty-four (24) hour period commencing with the employee's starting time. The normal hours of work each day shall be consecutive except for interruptions for lunch periods. Reference to "hours of work" in this Agreement shall be construed to include lunch periods. Each

work shift shall have a regular starting and quitting time and said starting and quitting time now in effect shall remain in effect for the duration of this Agreement. In that hours of work, under this section, include lunch periods, employees will be expected to take their lunch periods on the Employer's premises, while at or near their assigned work areas, and must be available for emergencies, or may be required to continue to work into the lunch period while there is work in progress which must be completed. In the event that employees leave the Employer's premises and/or assigned work area, they shall make their plans known to a supervisor, be available by beeper or telephone, and respond immediately to any emergency which may arise. The Employer is under no obligation to compensate employees for time lost during a lunch period for work in progress or emergencies as provided herein.

**Section 2. Work Week.** The regular work week shall consist of five (5) consecutive days Monday through Friday except in continuous operations.

**Section 3.** Department work schedules now in effect are hereby agreed to. No work schedule shall be changed unless mutually agreed upon between the City and the Union except in case of emergency during snow and ice control operations.

**Section 4.** In case of an emergency the City shall have the right to adjust work schedules upon notice to the Union.

**Section 5. Shift Preference.** An employee may exercise his department seniority for the purpose of changing shifts when an opening occurs within his classification or another shift. An employee who desires a change of shift must make application in writing to the department head (on forms provided by the City) prior to the opening occurring. A copy of the application form shall be retained by the employee. It is recognized by the City that an employee shall have the right to refuse a permanent transfer to another shift against his will. An employee's preference shall supersede the promotion-job bidding provisions of this Agreement.

## **ARTICLE 19** **SERVICE CONNECTED DISABILITY**

**Section 1.** 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 disability payments from the Workers' Compensation Bureau, the employee shall receive his full pay for a period not to exceed one hundred eighty (180) days, provided that the employee shall file an application for medical benefits with the Workers' Compensation Administration within ten (10) days of the date of injury. During this time, any payments in the form of weekly benefits shall be turned over to the City; however, the employee or his beneficiary shall be entitled to all partial and/or permanent disability awards other than the weekly benefits provided above.

After an initial ninety (90) days, each employee who is absent from duty pursuant to this article and every thirty (30) days thereafter shall submit to an examination by a physician selected by the City and paid for by the City. The scope of such examination shall be limited to the extent of the injury or disability by which this article is invoked.

**Section 2.** Any employee required to be absent from duty, due to the work incurred injury or disability beyond the one hundred eighty (180) day period stated in Section 1 above, shall have the

option to elect to use accumulated sick leave or any other accumulated paid leave prior to using unpaid leave.

**Section 3.** During any period the employee is required to be absent from duty due to a work incurred injury or disability, all medical and other benefits derived of this Agreement shall remain in full force and effect for said employee and dependents.

**Section 4.** In the event of a service connected injury, as described in Section 1 above, resulting in medical treatment of the employee, the City shall bear full and sole responsibility for medical bills incurred for such injury and shall be subrogated to that extent to the employee's right of recovery against any other party.

**ARTICLE 20**  
**LIFE INSURANCE**

**Section 1.** The City shall provide a term life insurance policy in the amount of thirty-five thousand dollars (\$35,000.00) for each employee.

**Section 2.** Any employee who has been laid off or has exhausted his sick leave shall have his life insurance coverage extended for a period of one hundred eighty (180) days after the effective date of layoff or exhaustion of sick leave.

**Section 3.** Any employee on an approved leave of absence shall have the option to continue his life insurance upon payment of the necessary premium as determined by the City Auditor.

**Section 4.** Employees retiring (service or disability) after December 31, 2012, shall not be provided life insurance through the City's group plan upon retirement, but may continue a life insurance policy directly with the insurance company as an individual. The employee will have to pay the rate set by the insurance company and must convert the policy within thirty (30) days from the last day of service with the City.

**ARTICLE 21**  
**MEDICAL INSURANCE**

**Section 1. Medical Insurance.** The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance, pursuant to the plan set forth in Appendix A or as subsequently selected by the insurance committee under Section 5. The selected plan offering shall be reduced to writing and appended to the agreement as Appendix A. The eligible employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings.

**Section 2. Ancillary Coverage.** In addition to the benefits referred to in Section 1, the City agrees to provide the following benefits:

- A. Dental: Maximum coverage for dental of \$1,000.00 annually; and
- B. Orthodontic: Orthodontia services for minor dependents not to exceed \$1,500.00 per child; and

C. Hearing: Effective January 1, 2001, the Employer shall contribute, on behalf of each bargaining unit employee, the sum of fifty cents (\$.50) per month to the Ohio AFSCME Care Plan for hearing coverage under the plan; and

D. Vision Benefits: Maximum Vision Benefit \$250.00/person

Eye examination, post refractive services, including lenses, (single, bifocals, trifocals, lenticular) contact lenses, and frames

Payment of Benefits: Vision examination is limited to one exam per 12-month period. Contact lenses are limited to one pair or supply per 12-month period. Frames are limited to one set per 12-month period

All payments are governed by the master plan document.

**Section 3. Contribution Rate.** The City of Girard and its employees shall contribute the following monthly amounts for single and family coverage under its self insurance plan or such other plan as may be selected:

	<u>City</u>	<u>Employee</u>	<u>Total Contribution</u>
Single Contribution	\$791.38	\$15.00	\$806.38
Family Contribution	\$1,355.00	\$30.00	\$1,385.00

Notwithstanding the above, the City agrees to waive the \$15.00 or \$30.00 employee contribution, as applicable, for calendar years 2016, 2017, and 2018.

**Section 4. Carrier Changes.** If, during the life of this agreement it becomes necessary for the Employer to change carriers, the Employer agrees to meet with the Union in advance for such action.

**Section 5. Insurance Committee.** The Union agrees that the Employer may create and maintain a committee for the purpose of studying and recommending cost containment programs for hospitalization, medical and prescription coverage, reviewing usage, and recommending benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the City bargaining units, one (1) representative of the Mayor and one (1) representative of the Auditor.

The Committee shall have the authority to approve program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

The Committee may recommend any of the following options:

A. To keep the same plan and pass on any cost increase above the levels set forth in Section 3 of this article to the parties; or

- B. To change the plan and alter the benefit levels so that there is no increase in the cost of the plan; or
- C. To change the plan and alter the benefit levels and, if there is an increase in the cost of the plan above the levels set forth in Section 3 of this article, pass that increase along to the parties.

**Section 6. Committee Recommendations.** Recommendations of the committee cannot be unilaterally changed by the City. Recommendations of the committee and Employer actions to carry out those recommendations are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by November 1 for the following plan year, the City may unilaterally adjust the benefit levels, if required, to stay within the costs of the plan set forth in Section 3. If the committee is going to recommend that the City go out for bid for the following year, the committee must provide the City with the necessary information by September 1 of the preceding year for which bids are taken.

**Section 7. Insurance Maintenance.** Bargaining unit members on layoff, an unpaid leave of absence, or otherwise in unpaid status shall have the option of continuing insurance coverage in accordance with applicable law.

**ARTICLE 22**  
**PENSIONS**

**Section 1.** The City shall continue to make pension contributions on behalf of all members in the bargaining unit as provided in the Ohio Revised Code, Chapter 145.

**Section 2.** Subject to the Auditor's implementation, the Employer agrees to participate in the Salary Reduction Plan (deferred compensation) as provided by and subject to the rules of the Public Employees Retirement System (PERS).

**ARTICLE 23**  
**DISCIPLINARY PROCEDURES**

**Section 1.** It is understood that the Director of Public Service/Safety has the right to discharge, suspend, or discipline any employee for just cause. The following is intended to establish the procedure for discipline.

**Section 2.** No employee shall be reduced in pay or position, suspended (including suspension of record), or discharged except for just cause.

**Section 3.** Disciplinary action may include:

- A. documented verbal warning;
- B. written warning;
- C. suspension without pay;

- D. reduction; or,
- E. discharge from employment.

**Section 4. Predisciplinary Conference.** Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or discharged, a predisciplinary meeting will be held to provide the affected employee the opportunity to respond to the charges of alleged misconduct. The Employer will provide the employee written notice of the charges and the time and place of the predisciplinary meeting at least twenty-four (24) hours in advance.

The employee may request a Union steward or Union Representative to be present at a predisciplinary meeting.

**Section 5. Notice/Progressive Discipline.** All notices dealing with discipline shall state the type and amount of discipline imposed and all the reasons for the disciplinary action taken.

The City shall follow a system of progressive discipline for related violations in all matters of disciplinary action where corrective discipline is warranted. Progressive discipline shall include documented (oral) verbal reprimands, written reprimands, minor suspensions, major suspensions, reduction in pay and/or rank, and discharge.

**Section 6.** Except in extreme instances, wherein the employee is found guilty of serious misconduct, discipline for related violations will be applied in a corrective, 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.

**Section 7.** Records of disciplinary action shall cease to have force and effect for purposes of disciplinary matters, provided that there has been no other intervening discipline, according to the following schedule:

Verbal Warning	six (6) months
Written Reprimands	twelve (12) months
Suspensions and Reductions	twenty-four (24) months

(The time frame is computed running forward from the date of the latest discipline of record.)

**ARTICLE 24**  
**GRIEVANCE PROCEDURE**

**Section 1.** It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both jointly and independently, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the City or AFSCME which tend to impair or weaken the grievance procedures are improper.

**Section 2.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application or administration of any article or section of this Agreement.

**Section 3.** It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor in those matters which are controlled by applicable provisions of federal and/or state law.

**Section 4.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

The written grievance may be withdrawn by the Union at any point by permitting the time requirements at any step to lapse without further appeal.

Any written grievance not answered by the City within the stipulated time limits may be advanced by AFSCME to the next step grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties.

**Step 1.** The aggrieved employee shall present the grievance in writing, on a form mutually agreed upon by AFSCME and the City, furnished by the City. The statement of the grievance shall set forth the facts involved, the approximate time of their occurrence and/or when the employee first had knowledge of the occurrence, and the relief requested, and shall be signed and dated by the employee. Grievances shall be submitted to the employee's supervisor within ten (10) days after the employee had knowledge of the event. The employee's supervisor shall give the answer in writing to the employee and his representative within seven (7) calendar days after receiving the grievance.

**Step 2.** If the grievance is not adjusted in Step 1, the Union may appeal the grievance in writing to the Safety Director within seven (7) calendar days after receiving the answer in Step 1. The parties shall meet at a mutually convenient time but within at least seven (7) calendar days after the Union has appealed the grievance. The Safety Director shall give the answer in writing to the employee and his representative within seven (7) calendar days after the grievance meeting has been held.

**Step 3. Arbitration.** If the grievance is not satisfactorily adjusted in Step 2, the Union may appeal the grievance in the following manner:

- A. Within thirty (30) calendar days of the receipt of the Step 2 answer, the Union will notify the Safety/Service Director, in writing, of the Union's intent to arbitrate the grievance.
- B. Within five (5) working days of the notification, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of this list, the parties will meet within seven (7) calendar days to select an arbitrator. The arbitrator to hear the case shall be selected by using the "alternate strike" method of selection. The Union shall first strike any unacceptable name from the list, and then the City shall strike, and the process shall continue until one name remains and that name will be selected to hear the dispute. Each party shall have the ability to reject one (1) list in its entirety. In this event the Union shall, within five (5) working days of the notice of the

rejection, request an alternate list from the FMCS. In no case shall more than three (3) lists be requested unless the third list is rejected by both parties.

- C. The arbitration step of the grievance procedure shall be conducted pursuant to the rules and procedures of the Federal Mediation and Conciliation Service. The arbitrator's decision shall be issued in writing no more than thirty (30) days from the close of oral arguments or the filing of briefs, unless the time period is mutually extended by the parties. All decisions of the arbitrator shall be final and binding upon the Union, the City, and its employees.
- D. The question of the arbitrability of a grievance may be raised at any time during the grievance process on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before and decided by the arbitrator will be whether or not the alleged grievance is within the purview of arbitrability.
- E. In reaching his decision and in his award, the arbitrator shall limit himself to the grievance presented and shall not add to, subtract from, alter, modify, or ignore any of the provisions of this written Agreement. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific articles and sections of this Agreement and he shall be without power or authority to make any decision:
  - 1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable law;
  - 2. Granting any right of relief of any alleged grievance occurring at any time other than the contract period in which such right originated;
  - 3. Contrary to, inconsistent with., changing, altering, limiting, or modifying any practice, policy, rule or regulation presently or in the future established by the City so long as such a practice, policy, rule or regulation does not conflict with the Agreement.

**Section 5.** Either party to this Agreement shall be permitted to call witnesses and present any relevant evidence at any step of the grievance procedure. At any step of the procedure the aggrieved employee(s) shall be entitled to representation by a Union representative.

**Section 6.** The Union may present grievances on City time, but the use of such time for this purpose shall not be excessive nor shall this privilege be abused in any manner.

**Section 7.** When a group of employees desires to file a grievance involving a situation affecting each employee in the same manner, one employee selected by such group may process the grievance as the designated representative of the Union.

**Section 8.** The City shall provide, at no cost to the Union, a meeting room for use during all steps of the grievance procedure. Each party shall bear its own costs of the proceedings; however, the cost of the arbitrator shall be paid by the losing party.

**Section 9.** A policy grievance may be filed by the Union at Step 2 of the grievance procedure.

**Section 10.** The grievance procedure, provided herein, shall be the exclusive method of resolving disputes between the City, the Union, and the employee, and all arbitration and pre-arbitration settlements shall be final, conclusive and binding on the employees, the Union, and the City.

**ARTICLE 25**  
**RULES AND SCHEDULES**

**Section 1.** AFSCME recognizes that the City has the right to promulgate and enforce reasonable rules, regulations, and procedures, and schedules.

**Section 2.** The City agrees that to the extent that any rules are reduced to writing, every affected employee shall have access to them for the duration of their effectiveness. Such rules shall not violate law or any provision of the Agreement.

**Section 3.** This article shall not be interpreted in any manner so as to relieve an employee of his responsibility to follow normal and customary rules of good and safe conduct and performance regardless of whether there exists written rules, regulations, policies, procedures, etc.

**ARTICLE 26**  
**SUSPENSION OF CONTRACT IN EMERGENCY**

In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrence, as determined by the City, all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation and health and insurance benefits.

Any disastrous or emergency event shall, however, be deemed to have ended no later than forty-five (45) days after the date of suspension of the contract, and re-implementation of the contract will immediately begin.

Once such disastrous or emergency event has ceased, there shall be a grace period not to exceed ten (10) days in which all suspended terms of this Agreement shall be reimplemented.

**ARTICLE 27**  
**COMPENSATION**

**Section 1.** Hourly wage increase rates for bargaining unit employees shall be set forth in Appendix B.

**Section 2.** Each bargaining unit member shall receive, in addition to other pay required under this Agreement, an annual service credit payment after his first year of service in the amount of two dollars (\$2.00) per pay period (based on twenty-six [26] pay periods per year) for each one (1) year period of service or employment.

For purposes of determining service credit, each bargaining unit member shall receive credit for one (1) year of active service for:

- A. Each year the member has served as a full-time employee with the City, measured from the date of hire or the date he first worked in that capacity.
- B. Each year the member has served as a part-time employee with the City, prorated to the equivalent of full-time service (measured from the date he first worked in that capacity).
- C. Members shall also receive additional service credit as is mandated by state law.

The Auditor will roll the two dollar (\$2.00) service credit into the employee's base pay. The formula to be used to compute the longevity roll-in is to multiply 0.025 times the years of service, with the sum added to the base hourly rate.

All overtime hours worked will be paid at the higher hourly rate which is the base rate plus longevity. All severance checks issued will be paid at the higher hourly rate which is the base rate plus longevity.

**Section 3. Out of Classification.** When a member of the bargaining unit is required to work out of his classification, said employee shall be paid at the hourly rate of the specific employee whose classification he temporarily fills, or at his own rate of pay, whichever is greater. Such hourly wage shall also include the appropriate shift differential payment.

**Section 4.** Employees who work the afternoon shift shall receive an additional twenty cents (\$0.20) per hour for all hours worked in the shift and those who work the midnight shift shall receive an additional twenty-five cents (\$0.25) per hour for all hours worked in the shift. The shift differential will be in addition to the employee's regular hourly or overtime compensation for all hours worked in each of the applicable shifts.

**Section 5.** Individuals who are trained, certified, and required to be responsible for, and sign off on, testing for chlorination and backflow programs shall receive licensing fees of thirty cents (\$.30) per hour.

**Section 6.** Meter Readers who are required to use their personal vehicles, while performing duties for the City, shall receive a gasoline allowance for actual miles driven and logged on a form developed by the City at the following rates:

January 1, 2003                      \$25 per month they read

**Section 7.** Employees hired on or after January 1, 2013, will be hired at the start rate for the applicable position or at a rate determined to be commensurate with experience, not to exceed the two (2) year rate, and will advance based upon completed years of service with the City.

Employees hired on or after January 1, 2013, who are promoted to a higher classification will advance to the first step for the higher classification that grants at least a two and one-half percent (2.5%) increase, not to exceed the maximum.

**Section 8.** In the event that a wage improvement is awarded to any other City bargaining unit (i.e., wages, lump sum/bonus, or longevity) in any calendar year of this Agreement, either the Union or the City may reopen on the issue of wages by serving written notice to the other party.

The parties will attempt to meet on the wage reopener within two (2) weeks of receipt of the notice to reopen.

**ARTICLE 28**  
**NO STRIKE / NO LOCKOUT**

**Section 1.** AFSCME shall not directly or indirectly call, sanction, encourage, finance and/or assist in any way, any strike, walkout, work stoppage or slowdown of its members at any operation or operations of the City for the duration of this Agreement.

**Section 2.** AFSCME shall cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1. In the event a violation occurs, AFSCME shall immediately notify all employees that such action is in violation of this Agreement and is subject to possible disciplinary action, and advise all employees to return to work at once. Any employee found to be in violation of this provision may be disciplined and the only question before the arbitrator is whether or not the discipline was arbitrary and capricious.

**Section 3.** The City agrees that neither it, its officers, agents nor representatives, individually nor collectively, will authorize, instigate, cause, aid or condone any lockout of members of AFSCME during the term of this Agreement.

**ARTICLE 29**  
**PERSONNEL FILES**

**Section 1. Personnel Files.** It is recognized by the parties that the City may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents and property pertaining to the City. However, every employee shall, upon request, be allowed to review his personnel file at any reasonable time.

If any member is involved in a dispute regarding which matters in his personnel file may be material, any AFSCME representative shall also be granted access to the member's file at times where access is authorized, in advance, by the member in writing. Such written authorization shall specify "medical records" if the employee so intends.

**Section 2. Inaccuracies.** For the duration of this Agreement, and any extension thereof, if a member, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he has access, the member may write a memorandum to the Service Director, or his designee, explaining the alleged inaccuracy. If, upon investigation, the Service Director, or his designee, sustains the allegation, he shall do one of the following:

1. The member's memorandum shall be attached to the material in question and filed with it, and the Service Director, or his designee, shall note thereon his concurrence; or,
2. The Service Director, or his designee, shall correct inaccurate material in the personnel file in accordance with law if he feels that the inaccuracies warrant such action.

**Section 3. Clarification.** For the duration of this Agreement, and any extension thereof, any new material placed in a member's personnel file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate, but the member feels that clarification is necessary, the member may submit to the Service Director, or his designee, written clarification of the circumstances. Such memorandum shall not contain derogatory or scurrilous matter regarding the administration or any other employee. The Service Director, or his designee, shall immediately arrange to have such a memorandum attached to the material to which it is directed and placed in the member's personnel file.

Except as otherwise provided in this article and except for the Mayor/designee, the Service Director/designee, and the Civil Service Commission, such files shall not be available for review by anyone without the prior written authorization for such review by the employee whose file or information is being requested, except as otherwise provided by applicable law. Further, no information in an employee's personnel file will be shared with anyone outside the City except for the name, place of employment, date of employment and job classification, without the prior written authorization of said employee except as otherwise provided by applicable law.

**Section 4.** This article is subject to the provisions of Section 149.43 of the Ohio Revised Code.

### **ARTICLE 30** **HEALTH AND SAFETY**

**Section 1.** The City agrees to furnish and maintain in safe working condition, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe condition or practice to immediate supervisors and for caring for all tools and equipment furnished by the City. Employees are also responsible for complying with all safety rules, regulations, policies, procedures and methods promulgated by the City.

**Section 2.** Should AFSCME allege what it in good faith perceives as failure of the City to comply with the above provision, such allegation shall be presented for consideration by the Labor-Management Safety Committee.

**Section 3.** The Labor-Management Committee shall appoint two (2) of its members, one (1) an AFSCME member, as a Safety Committee. Any unsafe conditions not remedied by action of the immediate supervisor, within a reasonable amount of time, shall be reported to the Safety Committee in writing.

**Section 4.** Employees shall wear appropriate personal protective equipment in operations where there is exposure to hazardous conditions. Employees working in areas where there is potential danger of head injury from impact or from falling or flying objects shall wear protective helmets. Employees shall further wear footwear which is appropriate to the work being performed.

**ARTICLE 31**  
**LABOR-MANAGEMENT RELATIONS**

**Section 1.** The City agrees to make a good faith effort to keep the members and the Union informed of all matters having an effect upon the employment relations and/or working, conditions of the employees in the bargaining unit.

To facilitate better communication and understanding between AFSCME and the City, and for discussion of rules and regulations and/or other interdepartmental problems which may arise, a Labor Management Committee is hereby established.

1. The committee will consist of no more than three (3) representatives of AFSCME and three (3) representative of the City.
2. The Committee will meet on a quarterly basis, unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern.
3. Meetings will be held at times and places mutually agreeable to the parties.
4. At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items.
5. The Local Union President of AFSCME will provide the Service Director with the names of the AFSCME representatives.

**Section 2.** Labor-Management meetings are not intended to be used as negotiation sessions or as a basis to alter or amend the basic Agreement.

**ARTICLE 32**  
**MISCELLANEOUS PROVISIONS**

**Section 1. Supervisory Work.** Work customarily performed by employees within the bargaining unit shall not be performed by supervisors, unless bargaining unit employees are not available and the Union has been advised of the necessity.

**Section 2. Clothing/Maintenance Allowance.** Each employee shall be entitled to an annual clothing and maintenance allowance for the purchase and maintenance of prescribed clothing as follows:

Clerical/Office:	One hundred fifty dollars (\$150.00)
Service:	Four hundred dollars (\$400.00)

When required, all shirts/tops/sweaters shall bear the "City of Girard" name and logo.

The City shall provide for embroidery/silk screening and/or other application of patches with the City logo.

Each Department shall provide employees with a listing of acceptable clothing items within ninety (90) calendar days of execution of this Agreement.

Employees must work at least one-half (1/2) year in the year it is paid.

Uniforms that are damaged in the line of duty or that become unwearable not due to the negligence of the employee will be turned in and replaced as approved by the Service Director, and the cost will not counted toward the yearly allowance.

**Section 3. No Contracting Out.** It is agreed that work normally done by the bargaining unit employee shall not be contracted out, so long as qualified bargaining with employees and equipment are available for said work. When either party deems it necessary to consider contracting work, it will be reviewed by the Project Review Committee. The decision of the Committee shall be binding.

Additionally, the assignment of non-employees to do City work through the Jobs programs or initiatives (e.g., Welfare to Work) or work which is court ordered as Community Services (in lieu of or in addition to fines/incarceration) shall not cause the layoff of any existing bargaining unit personnel.

The committee will consist of one (1) qualified bargaining unit person per department and the City Administration.

**Section 4. Job Description.** The City shall furnish the Union with copies of job descriptions of all classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the City shall provide the Union with a copy of the new job description before the job description is put into effect.

The City shall provide a job description to every employee who is hired, transferred, or promoted into a classification.

**Section 5. License Fee.** A license fee for employees working in the Water, Sewer, and Street Department shall be paid, if said license is necessary for the successful completion of an employee's duties and responsibilities. All new hires must be working in the capacity that requires a license in order to be paid fees.

Class 1	
Water, Wastewater, CDL	\$0.15 per hour
Class 2	
Water, Wastewater	\$0.25 per hour
Class 3	
Water, Wastewater	\$0.30 per hour
Class 4	
Water, Wastewater	\$0.40 per hour

Electrical Certification

\$0.25 per hour

Licensing fees shall be paid as an hourly rate as per longevity.

**Section 6. Commercial Driver's License.** The City will provide training to those employees that elect to participate to acquire knowledge necessary to pass the commercial driver's license exam. The City will make every reasonable effort to schedule the training during normal working hours. If the training does not occur during normal working hours, employees shall be permitted time off to participate in the training. The training shall be at the City's expense.

In the event an employee is not successful in passing the commercial driver's license exam, or does not maintain a valid CDL, the City will make a good faith effort to temporarily place the employee in another position until such time that the employee passes the exam. The employee's pay will remain the same. In the event an employee is unable to pass the commercial driver's license exam, the City will make a good faith effort to place the employee in another position. If that position is at a pay level less than the employee is presently making, the employee's salary shall be frozen until such time as the employee's new pay schedule catches up to the frozen salary. If no positions are available, the employee maybe laid off, with no bumping rights, subject to recall per the Collective Bargaining Agreement.

The initial license fee and testing fees up until two (2) times will be paid by the City. The Employer agrees to reimburse employees who obtain a Commercial Driver's license the differential amount between the CDL renewal fee and the renewal fee of a regular vehicle operator's license.

All employees will be granted time off, with pay, to take the knowledge and driving test.

Employees in good standing who have obtained and successfully maintained a CDL will receive a license fee in accordance with Article 28, Section 10. To be an employee in good standing and eligible, an employee must be required to have a valid CDL license for his/her position, have five (5) or less accrued, accumulated points on his/her Ohio driver's license for moving violations or DUI infractions, and sustained no loss or revocation of the CDL at any point during that year.

**Section 7. P.E.O.P.L.E. Check-Off.** Upon receipt from the Union of individual written authorization cards, voluntarily executed by an employee, the City will deduct voluntary contributions to the AFSCME International Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of bargaining unit members. P.E.O.P.L.E. deductions will be subject to the following conditions:

- A. An employee shall have the right to revoke the authorization by giving written notice to the City and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and,
- B. The City's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization, upon termination of employment, or upon acceptance of a job classification outside the bargaining unit; and,

- C. The contribution amount shall be certified to the City by the Union. The employee shall provide the City with thirty (30) days advance notification of any change in the contribution amount Contributions shall be transmitted to the Union in accordance with the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been made and the names of any employee for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.
- D. Once an employee revokes authorization under this article, the employee shall not be entitled to re-authorize voluntary contributions for a six (6) month period from the effective date of the revocation, and,
- E. Indemnification. The parties specifically agree that the City assumes no obligation, financial or otherwise arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The Union herein agrees that it will indemnify and hold the City harmless from all claims, actions or proceedings by any employee arising from the contributions made by the City pursuant to this section. Alleged errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the Union of the monthly contributions.

**Section 8. Skills Enhancement Bonus.** Clerical/office employees who satisfactorily complete a course of study that is prescribed by their supervisor or other City representative, and approved by the Service Director, shall be eligible to receive a skills enhancement bonus. This bonus, capped at \$250.00 annually, before taxes, shall be paid to eligible employees in a separate check, no more than once per year.

Additionally, employees in non-clerical positions who are required by the City to acquire and maintain knowledge, skills, and abilities in computer operations/computer software may be approved by the Service Director for completion of such a course of study to enhance their computer skills; if so approved (in advance) and attended, the employee will be eligible for the skills enhancement bonus for that year.

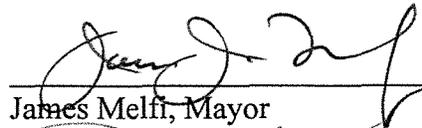
### **ARTICLE 33** **DURATION**

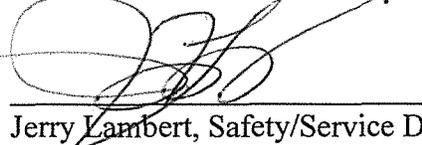
**Section 1.** This Agreement shall become effective the first (1<sup>st</sup>) day of January 2016 and shall remain in full force and effect through the thirty-first (31<sup>st</sup>) day of December 2019. The terms and conditions of this Agreement shall remain in full force and effect during the period of negotiations until an agreement is reached or until such time as the Union gives proper notice of intent to strike and commences to strike.

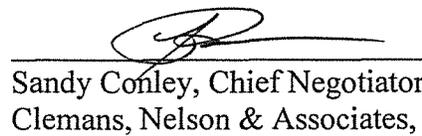
**Section 2.** Any amendments to this Agreement, to be binding on the parties hereto, shall be in writing, signed by the parties, and attached to an original, executed copy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives to be effective this 26<sup>th</sup> day of April, 2016.

**FOR THE CITY**

  
James Melfi, Mayor

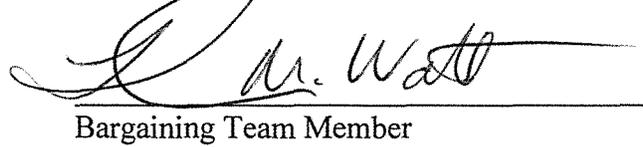
  
Jerry Lambert, Safety/Service Director

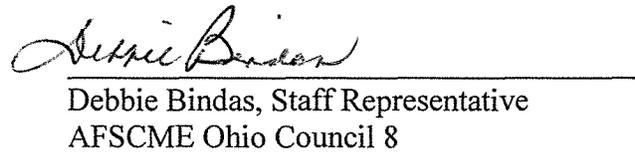
  
Sandy Conley, Chief Negotiator  
Clemans, Nelson & Associates, Inc.

**FOR THE UNION**

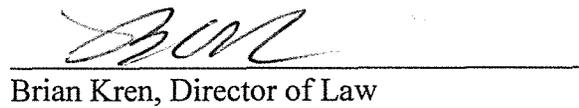
  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

  
Bargaining Team Member

  
Debbie Bindas, Staff Representative  
AFSCME Ohio Council 8

**Approved as to Form:**

  
Brian Kren, Director of Law

**APPENDIX A**  
**INSURANCE BENEFITS SCHEDULE**

	<b>Network</b>	<b>Non-Network</b>
Individual Deductible	\$500	\$1,000
Family Deductible	\$1,000	\$2,000
Individual Out-of-Pocket Maximum	\$1,000	\$2,000
Family Out-of-Pocket Maximum	\$2,000	\$4,000
<b>Type of Service</b>	<b>Network</b>	<b>Non-Network</b>
Accident Emergency Treatment	100% after \$75 co-pay Co-pay waived if admitted	
Allergy Injections	80% after deductible	60% after deductible
Allergy Testing	80% after deductible	60% after deductible
Ambulance	80% after deductible	
Anesthesia	80% after deductible	60% after deductible
Assistant Surgeon	80% after deductible	60% after deductible
Diagnostic Lab, X-Ray, and Pathology	80% after deductible	60% after deductible
Dialysis	80% after deductible	60% after deductible
Primary Care Physician Office Visits	100% after \$15 co-pay	60% after deductible
Specialist Physician Office Visits	80% after deductible	60% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home HealthCare	80% after deductible	60% after deductible
Home Private Duty Nursing	80% after deductible	60% after deductible
Hospice Care – Outpatient <i>120 day Lifetime max combined with Inpatient</i>	80% after deductible	60% after deductible
Hospice Care – Inpatient	80% after deductible	60% after deductible
Inpatient Hospital Room and Board (Semi-Private)	80% after deductible	60% after deductible
In Hospital Miscellaneous Charges	80% after deductible	60% after deductible
Intensive Care/Cardiac Care	80% after deductible	60% after deductible
In Hospital Physician Consultations	80% after deductible	60% after deductible
Inpatient Mental & Nervous <i>30 day calendar year maximum</i>	80% after deductible	60% after deductible
Inpatient Alcoholism and Drug Abuse <i>30 day calendar year maximum \$50,000 lifetime maximum</i>	80% after deductible	60% after deductible
Inpatient Rehabilitation Facility	80% after deductible	60% after deductible
	<b>Network</b>	<b>Non-Network</b>
Mammograms (routine and/or medical) <i>1 per calendar year -- \$85 maximum</i>	80% after deductible	60% after deductible
Maternity Services (Maternity for dependent children not covered)	80% after deductible	60% after deductible
Medical Emergency Treatment	100% after \$75 co-pay; co-pay waived if admitted	
Medical Supplies	80% after deductible	60% after deductible
Organ Transplant	80% after deductible	60% after deductible
Acquisition of Human Donor Organ	80% after deductible	60% after deductible

**APPENDIX A (Continued)**

Transportation of Covered Person to nearest Transplant Center	80% after deductible	60% after deductible
Orthotics	80% after deductible	60% after deductible
Outpatient Hospital Services	80% after deductible	60% after deductible
Outpatient Mental & Nervous <i>20 visit calendar year maximum</i>	80% after deductible	60% after deductible
Outpatient Alcoholism & Drug Abuse <i>20 visit calendar year maximum</i> <i>\$50,000 Lifetime maximum</i>	80% after deductible	60% after deductible
Outpatient Surgical Facility	80% after deductible	60% after deductible
Outpatient Professional Surgical	80% after deductible	60% after deductible
Pre-Admission Testing	80% after deductible	60% after deductible
Physical and Speech Therapy <i>60 visit calendar year maximum</i>	80% after deductible	60% after deductible
Radiotherapy/Chemotherapy	80% after deductible	60% after deductible
Routine Exams <i>Immunizations covered are tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine</i>	100% after \$15 co-pay	60% after deductible
Routine Nursery Care	80% after deductible	60% after deductible
Routine Pap Smear <i>1 per calendar year</i>	80% after deductible	60% after deductible
Routine Hearing Exam <i>1 per calendar year</i>	80% after deductible	60% after deductible
Skilled Nursing Care <i>100 day calendar year maximum</i>	80% after deductible	60% after deductible
	<b>Network</b>	<b>Non-Network</b>
Second Surgical Opinion	80% after deductible	60% after deductible
Urgent Care	100% after \$35 co-pay	60% after deductible
Voluntary Sterilization	80% after deductible	60% after deductible
Well Child Care Ages Birth – 9 <i>(including routine immunizations)</i> <i>\$500 calendar year maximum</i>	100% after \$15 co-pay	60% after deductible
Lifetime Maximum	\$1,000,000	
Prescription Drug Benefit	Retail (30 day supply): \$10 Generic/\$20 Brand Formulary/ \$30 Brand Non-Formulary  Mail Order (90-day supply):  \$20 Generic/\$40 Brand Formulary/ \$60 Brand Non-Formulary	

## APPENDIX A (Continued)

### DENTAL & VISION BENEFITS SCHEDULE

- A. Maximum coverage for dental of \$1,000.00 annually;
- B. Orthodontic services for minor dependents not to exceed \$1,500.00 per child;
- C. Dental fillings: 100% of the usual, customary and reasonable fees;
- D. Family Dental Services: \$100.00 deductible; 80% of balance charges;
- E. Vision Benefits: Maximum Vision Benefit \$250.00/person  
Eye examination, post refractive services, including lenses (single, bifocals, trifocals, lenticular), contact lenses, and frames.

#### Payment of Benefits:

Vision examination is limited to one exam per 12-month period.

Contact lenses are limited to one pair or supply per 12-month period.

Frames are limited to one set per 12-month period.

All payments are governed by the master plan document.

**APPENDIX B**  
**WAGE SCHEDULES**

<b>2016 -19</b>	<b>CITY OF GIRARD</b>	<b>Start</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>	<b>6 years</b>
	<b>AFSCME</b>	<b>77.5%</b>	<b>80%</b>	<b>85%</b>	<b>87.5%</b>	<b>90%</b>	<b>95%</b>	<b>100%</b>
<b><u>Treasurer</u></b>								
2015	Office Manager/Clerk 2	13.5977	14.0363	14.9136	15.3522	15.7909	16.6681	17.5454
2015	Accounting Clerk 1	12.4867	12.8895	13.6951	14.0979	14.5007	15.3063	16.1119
<b><u>Auditor</u></b>								
2015	Auditing Clerk 3	13.1273	13.5508	14.3977	14.8212	15.2447	16.0916	16.9385
2015	Auditing Clerk 2	12.4867	12.8895	13.6951	14.0979	14.5007	15.3063	16.1119
2015	Auditing Clerk 1	11.6769	12.0536	12.8070	13.1836	13.5603	14.3137	15.0670
<b><u>Street</u></b>								
							<b>Start</b>	<b>1 year</b>
							<b>95%</b>	<b>100%</b>
2015	Street Foreman	16.6711	17.2089	18.2844	18.8222	19.3600	20.4355	21.5111
2015	Automotive Mechanic	14.8728	15.3526	16.3121	16.7919	17.2716	18.2312	19.1907
2015	General Auto Mechanic	14.8728	15.3526	16.3121	16.7919	17.2716	18.2312	19.1907
2015	Maintenance Man	14.8728	15.3526	16.3121	16.7919	17.2716	18.2312	19.1907
2015	Heavy Equipment Op	14.8728	15.3526	16.3121	16.7919	17.2716	18.2312	19.1907
2015	Light Equipment Operator	14.3267	14.7889	15.7132	16.1753	16.6375	17.5618	18.4861
2015	Semi-Skilled Laborer	14.0350	14.4878	15.3932	15.8460	16.2987	17.2042	18.1097
2015	Van Drivers {Seniors}	10.9093	11.2612	11.9650	12.3169	12.6689	13.3727	14.0765
2015	Laborer	10.9093	11.2612	11.9650	12.3169	12.6689	13.3727	14.0765
<b><u>Water</u></b>								
							<b>Start</b>	<b>1 year</b>
							<b>95%</b>	<b>100%</b>
2015	Water System Foreman	16.6711	17.2089	18.2844	18.8222	19.3600	20.4355	21.5111

**APPENDIX B (CONTINUED)**

<b>2013 -15</b>	<b>CITY OF GIRARD AFSCME</b>	<b>Start 77.5%</b>	<b>1 year 80%</b>	<b>2 years 85%</b>	<b>3 years 87.5%</b>	<b>4 years 90%</b>	<b>5 years 95%</b>	<b>6 years 100%</b>
<b><u>Water</u></b>								
2015	Water System Maint. Man	14.9200	15.4013	16.3639	16.8452	17.3264	18.2890	19.2516
2015	Water Serviceman	14.3267	14.7889	15.7132	16.1753	16.6375	17.5618	18.4861
2015	Semi-Skilled laborer	14.0350	14.4878	15.3932	15.8460	16.2987	17.2042	18.1097
2015	Laborer/Meter Reader	11.6059	11.9803	12.7291	13.1035	13.4779	14.2266	14.9754
2015	Laborer	10.9093	11.2612	11.9650	12.3169	12.6689	13.3727	14.0765
2015	Cashier 2 (Office Mgr.)	13.5977	14.0363	14.9136	15.3522	15.7909	16.6681	17.5454
2015	Cashier 1	12.4867	12.8895	13.6951	14.0979	14.5007	15.3063	16.1119
2015	Computer Clerk	11.7989	12.1795	12.9407	13.3214	13.7020	14.4632	15.2244
<b><u>Waste Water</u></b>							<b>Start 95%</b>	<b>1 year 100%</b>
2015	Chief Operator	16.0968	16.6160	17.6545	18.1738	18.6930	19.7315	20.7700
		<b>Start 77.5%</b>	<b>1 year 80%</b>	<b>2 years 85%</b>	<b>3 years 87.5%</b>	<b>4 years 90%</b>	<b>5 years 95%</b>	<b>6 years 100%</b>
<b><u>Waste Water</u></b>								
2015	Pretreatment Coordinator	15.6825	16.1884	17.2002	17.7061	18.2120	19.2237	20.2355
2015	Plant Operator Class 1	15.0142	15.4986	16.4672	16.9516	17.4359	18.4045	19.3732
2015	Utility Operator	14.9595	15.4421	16.4072	16.8898	17.3723	18.3375	19.3026
2015	Semi-Skilled Operator	14.0350	14.4878	15.3932	15.8460	16.2987	17.2042	18.1097
2015	Maintenance Man	15.3435	15.8385	16.8284	17.3233	17.8183	18.8082	19.7981
2015	Asst Maintenance Man	14.0350	14.4878	15.3932	15.8460	16.2987	17.2042	18.1097
2015	Electrician	16.2016	16.7242	17.7695	18.2921	18.8148	19.8600	20.9053

**APPENDIX B (CONTINUED)**

<b>2013 -15</b>	<b>CITY OF GIRARD AFSCME</b>	<b>Start 77.5%</b>	<b>1 year 80%</b>	<b>2 years 85%</b>	<b>3 years 87.5%</b>	<b>4 years 90%</b>	<b>5 years 95%</b>	<b>6 years 100%</b>
2015	Light Equipment Operator	14.3267	14.7889	15.7132	16.1753	16.6375	17.5618	18.4861
2015	Laborer	10.9093	11.2612	11.9650	12.3169	12.6689	13.3727	14.0765
<b>Waste Water</b>								
2015	Waste Water Clerk 2	13.1273	13.5508	14.3977	14.8212	15.2447	16.0916	16.9385
2015	Waste Water Clerk 1	12.4867	12.8895	13.6951	14.0979	14.5007	15.3063	16.1119
2015	Vac On Operator	14.8728	15.3526	16.3121	16.7919	17.2716	18.2312	19.1907
2015	Office Mgr (Senior Clerk)	13.5977	14.0363	14.9136	15.3522	15.7909	16.6681	17.5454
2015	Administration Clerk 1	12.4867	12.8895	13.6951	14.0979	14.5007	15.3063	16.1119
2015	Utility Clerk	11.6769	12.0536	12.8070	13.1836	13.5603	14.3137	15.0670
2015	Public Building Janitor	14.0350	14.4878	15.3932	15.8460	16.2987	17.2042	18.1097
2015	Janitor	10.7397	11.0862	11.7790	12.1255	12.4719	13.1648	13.8577
2015	Cemetery Equipment OP	14.3260	14.7882	15.7124	16.1746	16.6367	17.5609	18.4852

**APPENDIX C**  
**CITY OF GIRARD**  
**ALCOHOL AND DRUG TESTING POLICY**

**Section 1. General Provisions.** The provisions of this article are intended to comply with the Omnibus Transportation Act of 1991 and relevant U.S. Department of Transportation Regulations and applies to all safety sensitive employees as outlined in Federal Highway Regulations (49 CFR Parts 382, 391, 392, 395). These regulations apply to every person who operates a commercial motor vehicle (CMV) in interstate or intrastate commerce and who is subject to commercial drivers license (CDL) requirements. A CMV is a vehicle that weighs over 26,000 pounds, has a gross combination weight over 26,000 pounds inclusive of a towed unit with a gross weight of over 10,000 pounds, is designed to transport 16 or more passengers, or is used to transport hazardous materials. Such safety sensitive employees are subject to random, post-accident, reasonable suspicion, return to duty testing as outlined below. Certain provisions of this policy (i.e., reasonable suspicion, return to duty and follow-up testing) shall apply to all employees.

A. **Pre-Employment**

Prior to commencing employment with the City, newly hired employees shall be required to pass a drug and alcohol test. Further, prior to performing a safety sensitive function for the first time, any current employee must pass a drug and alcohol screening as outlined in the Federal Highway Administration regulations listed above.

B. **Random Testing**

A scientifically valid method shall be used to randomly select employees for testing. Such testing for drugs and alcohol shall be conducted when (1) the employee is performing a safety function (2) just before the employee is to perform a safety sensitive function or (3) just after the employee has ceased performing such functions. An employee selected for random testing must proceed immediately to the testing site. Commencing January 1, 1998, twenty-five per cent (25%) of all affected employees shall be tested for alcohol and fifty per cent (50%) of all affected employees shall be tested for drugs in each calendar year. These percentages may be raised or lowered in subsequent years, depending on the annual rate of positive tests for all employees covered this rule.

C. **Post-Accident Testing**

Test will be required following all accidents. Testing will be conducted for each surviving driver if the accident involved a loss of human life or a driver receives a citation for a moving violation under state or local law. A collision or occurrence meets the definition of an "accident" when the incident involves a motor vehicle operating on a public road which results in: a death; bodily injury to a person who immediately receives medical treatment away from the accident; or one or more vehicles is disabled and must be towed from the scene. Other employees may be tested if it is determined, based on the best information available at the time of the accident, that such employee's actions could have contributed to the accident.

## APPENDIX C (Continued)

### D. Reasonable Suspicion Testing

Employees who are observed, by at least one trained supervisor or employee, demonstrating evidence of alcohol or controlled substance impairment shall be subject to testing. Reasonable suspicion must be based on specific contemporaneous and articulable observation concerning the appearance, behavior, speech or body odor of the employee.

Testing under this Section 1 D, must be administered promptly and in no case later than eight (8) hours after a determination of reasonable suspicion is made. The person who makes the determination of reasonable suspicion shall not conduct the alcohol test.

The observing supervisor or employee must document, in writing, the grounds for his reasonable suspicion within twenty-four (24) hours of making the determination but at a time not later than before the results of the test are released, whichever is sooner. Employees designated to determine whether reasonable suspicion exists must receive at least one (1) hour of training on alcohol and drug abuse and indicators of probable misuse.

### E. Return to Duty Testing

An employee who has tested positive for a controlled substance or an alcohol concentration of 0.04 or above in any of the above testing and is not discharged by the City shall not be permitted to perform any safety sensitive function until he has been evaluated by a substance abuse professional, completed any recommended rehabilitation, or course of treatment, and has a verified negative test result for controlled substances if the conduct involved controlled substances. If the conduct involved alcohol, the employee must undergo a return to duty alcohol test with a resultant alcohol concentration of less than 0.02.

An employee who tests positive for alcohol with an alcohol concentration of 0.02 but less than 0.04 shall not be permitted to perform any safety sensitive function until he undergoes a return to duty alcohol test with a resultant alcohol concentration of less than 0.02.

### F. Follow-up Testing

Safety sensitive employees who test positive and are not discharged by the City shall be required to participate in follow-up testing for twelve (12) months following the employee's return to work. The employee shall be required to submit to a minimum of six (6) unannounced follow-up tests in the first twelve (12) months following the employee's return to work. The number and frequency of the follow-up testing shall be determined by a substance abuse professional (SAP). After the first year, the substance abuse professional may terminate this requirement or continue the follow-up testing for an additional forty-eight (48) months.

### G. Refusal to Submit Required Testing

A refusal to submit to a drug or alcohol test shall be treated as a positive test. In the case of post-accident testing and the inability of the employee to voluntarily submit to required

## APPENDIX C (Continued)

testing the City may substitute a test for use of drugs or alcohol administered by police or other public safety officers under separate authority, in lieu of conducting its own testing.

**Section 2. Testing Procedures.** The following procedures shall be used in testing for controlled substances and alcohol:

A. **Controlled Substance Testing**

Testing for controlled substances will be by urinalysis only and will be performed by a Department of Health and Human Services certified laboratory. Split samples of all specimens are required under the Act.

Specimens may only be tested for the covered drugs and the specimen may not be used to conduct any other analysis or test. Covered drugs under the Act are limited to (1) Amphetamines; (2) Cocaine; (3) Marijuana; (4) Opiates; and (5) Phencyclidine. The City may only test for other controlled substances if approved by the DOT, and only if there is a DHHS approved testing protocol for that substance.

B. **Preparation for Testing**

A standard drug testing custody and control form must be used. A statement on the form will inform the employee that if there is a positive test, the Medical Review Officer (MRO) will contact the employee about prescription and over-the-counter medications. The employee may list medications only on the employee's copy of the form. The employee is not to provide any information about prescription or over-the-counter medication to the employer or the laboratory.

**Section 5. Training.** The City will ensure that persons authorized to determine reasonable suspicion are trained in compliance with the Act, to recognize the symptoms of impairment or intoxication. In addition, two (2) employees of the bargaining unit will also be trained at no cost to the employees. Should a trained Union representative bring forward a case of reasonable suspicion and the employee tests positive as a result of a reasonable suspicion test, the affected employee shall not be disciplined but will be subject to the provisions of Section 3 of this policy.

**Section 6. Medical Prescriptions.** Employees who are taking a prescription medication which may interfere with their safe performance should provide the City with a statement from a physician specifying the drug being taken and whether the drug will interfere with the safe performance of the employee.

**Section 7. Employee Status.** Employees shall be in paid status while submitting to any of the above testing performed during a time when the employee is scheduled to work. An employee who is not permitted to return to work pending the outcome of a test result conducted pursuant to the provisions of this policy and where the result is ultimately negative shall be paid for the time he was not permitted to work. If the employee used paid leave during this time, the amount of leave used shall be credited to the employee.

**MEMORANDUM OF UNDERSTANDING**

Notwithstanding the provisions of Article 27, Section 7, employees on a step schedule (WAGE SCHEDULE – APPENDIX B) as of December 31, 2015, shall advance to the top rate (6 years step) on the applicable wage schedule effective with the first full pay of March of 2016.