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AGREEMENT

BETWEEN

THE

CITY OF XENIA, OHIO

AND

A.F.S.C.M.E. OHIO COUNCIL 8

AND LOCAL 101, XENIA CHAPTER

EFFECTIVE

July 17, 2016

THROUGH

January 26, 2019

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PREAMBLE

Pursuant to Chapter 4117 of the Ohio Revised Code, this Contract is made and entered into at Xenia, Ohio, this 27th day of July, 2016, by and between the City of Xenia, Ohio, hereinafter referred to as "City" and the American Federation of State, County, and Municipal Employees (A.F.S.C.M.E), AFL-CIO, Ohio Council 8, and Local 101, Xenia Chapter 37, hereinafter referred to as "Union", which represents labor and crafts employees of the Public Service Department.

ARTICLE 1
CONFLICT OF CONTRACT AND LAW

Section 1.1. In the event any federal or state law conflicts with any of the provisions of this Contract, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Contract shall continue in full force and effect. In such event, and upon written request by either party, the parties to this Contract shall meet at a mutually agreeable time in an attempt to modify the invalid provisions of this Contract by good faith negotiations.

Section 1.2. The City will not adopt any ordinance which is in direct conflict with any of the express provisions of this Contract.

ARTICLE 2
UNION RECOGNITION

Section 2.1 Bargaining Representative: The City recognizes the Union as the sole and exclusive bargaining representative for the employees in the bargaining unit for the purpose of wages, hours, terms or other conditions of employment.

Section 2.2. Bargaining Unit: The bargaining unit, hereinafter referred to as "employees", shall consist of full-time employees as follows:

Labor and Crafts

Position
Laborer
Mechanic Helper
Treatment Plant Attendant
Park Maintenance Worker
Refuse Truck Driver
Street Sweeper Operator
Parking Meter Service Worker
Maintenance Worker
Water Meter Service Worker
Treatment Plant Laboratory Technician I
Equipment Operator
Equipment Operator II
Electrician
Maintenance Foreman
One-Man Pack Driver
Maintenance Crew Leader
Wastewater Treatment Plant Operator I
Water Treatment Plant Operator I
Wastewater Treatment Plant Semi-Tractor Trailer Driver
Treatment Plant Mechanic
Equipment Mechanic
Wastewater Treatment Plant Operator II
Water Treatment Plant Operator II
Treatment Plant Laboratory Technician II

New full-time employees shall be considered as part of the bargaining unit; however, they shall not have grievance or appeal rights where probationary discharge or other discipline is involved.

Temporary, part-time and seasonal employees are not included in the bargaining unit.

ARTICLE 3
UNION DUES

Section 3.1. Union Dues and Deductions: The City agrees that all Union members shall be permitted to pay dues through payroll deductions, provided that such members shall individually and voluntarily certify, in writing, that they authorize such deductions on a form provided by the Union for this purpose. Employees desiring to withdraw their payroll deduction authorization shall do so a form provided by the Union. The Union will notify the City of the withdrawal in writing. Employees who withdraw their payroll deduction may do so only from thirty (30) days prior to, and twenty (20) days after the expiration of this contract, or during the fourteen (14) day period following execution of this contract.

Section 3.2. Indemnification: The payroll deduction shall be made by the City bi-weekly. The Union will hold the City harmless for all monies deducted and remitted to the Union pursuant to the provisions of the Article.

Section 3.3. Fair Share Fee: All employees in the bargaining unit defined herein who, sixty (60) days from the date of hire are not members in good standing of the Union, are required to pay the union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09 (C) of the Ohio Revised Code. The fair share fee amount shall be certified to the City of Xenia by the Secretary Treasurer of the Local Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this agreement.

The Union agrees to establish a fair share procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal Law. In addition, the Union will provide the City of Xenia's designated representative for collective bargaining with a copy of the Union's fair share fee procedure.

The City shall provide with each deduction of dues and Fair-Share fee deductions, the following information:

- **A.** Alphabetical list of Union members from whom deductions were made, the name and address of each member and the amount deducted.
- **B.** Alphabetical list of Fair-Share fee employees from whom deductions were made, the name and address of each employee and the amount deducted.
- **C.** The name of each Union member and Fair-Share fee employee whose name has been dropped from the prior check-off list and the reason for the omission.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The deductions will begin within 60 days of ratification of this agreement.

ARTICLE 4
UNION BUSINESS

Section 4.1. Union Stewards: The Union may select one steward for each of the following districts:

1. Water/Sewer Department
2. Street Department, Parks Department and City Garage
3. Water and Wastewater Treatment Plants

The district in which they work shall be their area of permissible activity. The stewards' names and districts shall be certified to the City in writing by the Union. This list shall be kept current by the Union at all times. Only those stewards certified by the Union in writing will be permitted to conduct business on behalf of the Union.

The Union may select one chief steward, who will have the same privileges as a steward with the added responsibility assigned to any of the districts listed above within the City.

Section 4.2. Grievance Representation: Stewards involved will be permitted to leave their work to represent a member or be present at a grievance presentation. In such instances, stewards will be permitted reasonable time to investigate and process grievances.

Union business, other than that listed above, shall not be conducted by Union stewards on City time, nor shall it, in fact, interfere with the work assignment of the steward involved or the City work assignments of any other employees. Employees who wish to consult with their Union representative concerning a grievance during work hours shall inform their supervisor and request permission before leaving their work area or work assignment. Such request shall not be unreasonably denied.

Section 4.3. Union Representation: The staff representative may consult with employees in the assembly area before the start of and at the completion of the day's work, and shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the provisions and aims of the Contract. This privilege extends to a scheduled mutually agreed to time by the parties.

The chairperson and vice-chair person of the Union shall have the privileges accorded to a steward or staff representative by the Contract, when it is known that either a steward or a staff representative will be absent or unavailable.

It is understood that the privileges listed above do not authorize Union officials to be absent from their jobs without authorization granted pursuant to the terms of this Article.

Section 4.4. Union Eligibility: Management agrees to make available to the Union a list of new appointments of employees eligible for the bargaining unit, class titles, and the department and division to which the new employee is assigned. Management shall provide this list upon written request not more than once every three months. Management's obligation hereunder may be satisfied by mailing copies of the Civil Service Commission minutes to known address.

Section 4.5. Disciplinary Meetings/Actions: At any time a supervisor conducts a disciplinary meeting with an employee wherein disciplinary action of record (oral reprimand, written reprimand, suspension or dismissal) is likely to result, the supervisor shall give notice to the employee of the employee's right to have a steward present and of the subject of the meeting. If the employee does not wish to have a steward present, he/she shall sign a written waiver to this effect. The employee shall be given, in writing, the reason for the disciplinary action taken against him/her and a copy of such disciplinary action will be made available to the chief steward. Any disciplinary action (or notice of internal investigation) should be timely; occurring within ten (10) normal business days (M – F except holidays) of the date management was made aware of a possible infraction. Disciplinary action (or notice of an internal investigation) resulting from recurring or cumulative incidents will be initiated within ten (10) normal business days (M – F except holidays) of the date management was made aware of the most recent infraction or incident. A meeting is defined where a representative of the Union and the City meet to discuss an issue at a designated place (Supervisor's office).

Any oral disciplinary action or written reprimand shall be retained in the employee's personnel file but shall not be used as a basis for subsequent disciplinary action if no other disciplinary action is taken within a two-year period.

Section 4.6. Time off for Union Seminars: The City shall make reasonable provisions for authorizing the total of forty (40) hours or five (5) days per year to attend Union seminars and/or conventions. Requests for approved leave, for this purpose, shall be made at least two (2) weeks in advance.

Section 4.7. Grievance Mediation: Grievance mediation shall be the same as any other Union business, five (5) days.

ARTICLE 5
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 5.1. Management Rights and Responsibilities: Except to the extent expressly modified or provided by a specific provision of the Contract, the City reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the City, which rights shall include, but are not limited to, the right to establish or continue policies, practices or procedures for the conduct of the City and its services to the citizens of Xenia; from time to time to change or abolish such practices or procedures; the right to determine, and from time to time, re-determine the number, locations and relocation and types of employees or to discontinue any performance by employees of the City; to determine the number of hours per pay or week any operation of the City may be carried on; to recruit, select and determine the number and types of employees required; to assign such work in accordance with the requirements determined by the City; to establish training programs and upgrading requirements for employees; to establish and change work schedules, assignments, to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for just cause and otherwise to take such measures as the City may determine to be necessary for the orderly and efficient operation of the City, provided, however, that nothing herein shall prevent an employee from presenting his grievance for the alleged violation of any article or specific term of this Contract, and none of the City's rights contained herein shall be exercised in a capricious or discriminatory manner against any employee or group of employees.

Section 5.2. Subcontracting: No subcontracting of work presently performed by Union members and which could result in the displacement of employees from their classification will be undertaken by the City without first meeting and conferring with the Union thirty (30) working days prior to any such contracting to discuss the subcontracting and its effects.

ARTICLE 6
NON-DISCRIMINATION

Section 6.1. Non-Discrimination: The parties hereto agree that neither shall discriminate against any employee because of his membership or non-membership in the Union. Both parties further agree that neither will discriminate against any employee on account of race, color, religion, sex, national origin, age, handicap, ancestry, or political affiliation.

ARTICLE 7
WAGES

Section 7.1. Pay Plan: Employees shall be paid wages in accordance with the pay plan set forth in Appendix A annexed hereto and made a part of this Contract.

Employees shall be paid a one-time lump sum payment on August 5, 2016 set forth in Appendix B.

Section 7.2. Schedule: Employees shall be paid on a bi-weekly basis in accordance with a schedule developed by the Director of Finance.

Section 7.3. Classification for Positions:

Position	Labor and Crafts	Range Number
Laborer		109
Maintenance Worker		112
Water Meter Service Worker		112
Equipment Operator		114
Wastewater Treatment Plant Operator I		114
Water Treatment Plant Operator I		114
Wastewater Treatment Plant Semi-Tractor Trailer Driver		114
Equipment Operator II		115
Equipment Mechanic		115
Maintenance Foreman		116
Treatment Plant Laboratory Technician I		117
Wastewater Treatment Plant Operator II		117
Water Treatment Plant Operator II		117
Electrician		117
Treatment Plant Laboratory Technician II		118

Section 7.4. Treatment Plant Certification: Employees in the Water and Wastewater Treatment Plant are required to obtain and hold the Ohio, Class I Certification in their respective fields. Employees will have from their date of hire, two years to successfully pass the Ohio Environmental Protection Agency certification exam for the Ohio Class I Certification. Employees are required to take the exam as soon as they are eligible. If the employee does not pass their certification exam during this specified time frame then their employment shall be terminated.

ARTICLE 8
LONGEVITY

Section 8.1. Eligibility: Bargaining unit members who have continuous service with the City of Xenia of five years or greater as of December 1 of any year are eligible for longevity benefits.

Section 8.2. Benefits: Longevity benefits shall be paid as follows:

For more than five years service...$150.00
For each additional year……...$30.00

Section 8.3. Payment: The bargaining unit member, if eligible for longevity benefits on December 1 of a year, will receive longevity payment between November 1 and Thanksgiving. The amount of the longevity payment shall equal the amount as shown in Section 2.

The payment shall be a lump sum paid between November 1 and Thanksgiving. The entire longevity payment will be prorated to the nearest pay period for any member terminating employment for any reason prior to December of a year.

Each December the Finance Director will establish a date consistent with the pay cycle to modify the longevity affected overtime rate for the following year.

Section 8.4. Part-Time Credits: Whenever a bargaining unit member has a combination of part-time and full-time continuous service, 2080 hours of part-time employment shall constitute one year for computation of full longevity credits. Overtime hours worked in bi-weekly period shall not be used in computing benefits.

Section 8.5. Applicability for Overtime: Longevity payments will be added to base salary for the purposes of computing rates for scheduled and unscheduled overtime.

ARTICLE 9
VACANCIES

Section 9.1. Vacancies: When permanent vacancies or new jobs occur in positions covered by this Contract, notice of each vacancy shall be posted within ten (10) days of the City's decision to fill the vacancy on bulletin boards in each department for a period of at least five (5) working days. Job postings shall include: job title; job range; a description of the duties, responsibilities, and necessary skills required for the position; the date and time of posting; the number of the notice; the date the job will become effective; and the place to file applications. The times specified within this section can be accelerated by mutual agreement of the parties.

Section 9.2. Applications: An employee wishing to be considered for the job shall make application on forms provided by the City and submit the application to the Human Resources Director within the posting period.

Section 9.3. Seniority: Seniority is one factor in the determination. Other qualifications for the job may be determined by appropriate written exams or skills tests, as the City may deem necessary. Credit for seniority for promotional exams shall be determined as follows: For the first five years there will be no credit given for seniority. Half of a percentage point (.5) shall be credited for each full year of the next ten (10) years of service. Not more than 5 percentage points shall be credited to any applicant for seniority towards a final grade.

A. For the purposes of filling posted vacancies, seniority shall be bargaining unit wide based on length of service, as defined as cumulative unbroken service with the City.

B. Any employee who is transferred from the bargaining unit or accepts a supervisory position shall, for a period of up to one year, retain such seniority as the employee had accumulated at the time of such transfer or promotion, and shall accumulate seniority while out of the bargaining unit. After one year, returning employees will begin to accumulate bargaining unit seniority (for calculation of layoff and recall rights) as a new hire.

C. Employees shall accumulate seniority when absent for justifiable reasons including, but not limited to, sickness, maternity leave, military service, or other paid leave of absence.

D. Employees laid off for periods of more than two (2) years shall be considered to have a break in service and shall not have their prior service included in their total seniority. Employees laid off for less than two (2) years and recalled or reinstated to City employment shall be entitled to credit for their prior City service but shall not be credited for that period of time while on layoff.

E. An employee's seniority shall terminate for any one of the following reasons:

1. Voluntarily quit.
2. Discharge for just cause and is not reinstated.
3. Failure to respond to a notice of recall from layoff, except temporary recall, sent to the last known address as shown by City records, within five (5) working days following receipt of such notice.
4. Voluntarily retires from the City.
5. Absence from work due to layoff for a period in excess of two (2) years.

Section 9.4. Filling Vacancies: In the filling of vacancies, the City shall give first consideration to any employee seeking transfer within the same classification as provided in this contract. The City shall give next consideration to other bargaining unit employees who have applied for the position based upon their physical qualifications, ability to do the work required, the quality of prior service, the length of service, and other factors affecting merit.

Section 9.5. Trial Period: Any employee transferred to this job shall have a trial period of six (6) months, and may be removed and returned to his former job, or similar job, at any time during the trial period if he fails to make satisfactory progress. The employee shall be restored to the same pay range and step he held prior to the promotion or transfer.

Section 9.6. No Qualifying Employee: If no active bargaining unit employee is interested in or qualifies for the vacancy, the City shall recall any employees who are then on layoff pursuant to the procedures of this Contract. If there are no qualified employees on layoff who are wiling to accept the position, the City shall hire a new employee of its choosing.

Section 9.7. Temporary Filling: During the operation of the posting procedure, the City may fill the vacant or new job by a temporary transfer, or recall from layoff, and, if no bargaining unit members are thereby available for temporary assignment, then the City may assign a person of its choosing for a period not to exceed thirty (30) days unless the Union and City mutually agree to extend such term. If there is more than one qualified employee in the division and classification from which the City determines the temporary transfer is to be made, then the person selected for the transfer shall be the volunteer with the most seniority. If all such employees decline the opportunity for the transfer, the City shall transfer the one with the least seniority who has the necessary qualification.

Section 9.8. Eligibility for Vacancies:

A. Employees must complete their probationary period to be eligible for job vacancies.

B. An employee who is awarded a job through bidding and who completes the trial period and is permanently classified in that job may not be considered for another posted job for a period of six (6) months from the date of transfer.

Section 9.9. Pay Range:

A. An employee promoted to a position in a class having a higher pay range shall receive a salary increase as follows:

1. If his/her rate of pay in the lower class does not fall within the range of pay in the higher class, his/her rate of pay shall be increased to the minimum rate for the higher class.

2. If his/her rate of pay in the lower class falls within the range of pay for the higher class, the employee shall be advanced to the next higher step.

3. If, upon or after the promotion of any employee, the City Manager determines that the increase of compensation payable to such employee occasioned by such promotion is not sufficient to afford adequate compensation for any additional duties and responsibilities imposed as a result of such promotion, the City Manager may direct that such employee be advanced to the next higher step of the appropriate salary range.

B. An employee who is voluntarily demoted shall be placed in the new grade at the same step he/she was in, in the previous position.

C. An employee who accepts a position in the same pay range as his/her former position, will receive the same rate of pay as he/she did in the previous position.

ARTICLE 10
LAYOFF AND RECALL

Section 10.1. Layoff and Recall: Except as specifically provided below, the procedure for layoff and recall in the bargaining unit shall be governed by the procedures set forth in Rule 20 of the Rules of the City of Xenia Civil Service Commission which procedure shall be subject to the grievance arbitration procedures of this Contract.

Section 10.2. Layoff order/Bumping rights: For purposes of determining the order of layoff, and bumping, and recall privileges, "classification series" for bargaining unit positions shall be deemed to be defined as follows:

A. Technical Class Series:
Water Treatment Plant Operator II
Water Treatment Plant Operator I
Treatment Plant Lab Technician II
Wastewater Treatment Plant Operator II
Wastewater Treatment Plant Operator I
Treatment Plant Lab Technician I
Wastewater Treatment Plant Semi-Tractor Trailer Driver
Maintenance Foreman

Any other position requiring technical expertise and/or state licensing.

B. Non-Technical Class Series:
Laborer
Maintenance Worker
Water Meter Service Worker
Equipment Operator
Equipment Mechanic
Equipment Operator II
Electrician

Any other bargaining unit positions, which do not require technical expertise and/or state licensing.

Section 10.3. Recall List: Employees laid off shall be placed on a recall list according to their classification and City seniority for a period of two (2) years following their date of layoff.

ARTICLE 11
RETIREMENT

Section 11.1. Retirement: All employees of the City subject to the provisions of the State of Ohio Public Employees' Retirement System shall comply with the provisions of Ohio Revised Code Section 145.32.

ARTICLE 12
PLUS-RATING

Section 12.1. Definition: Employees required to work and substantially perform the job duties in a higher job classification on a temporary basis will be paid at the step and rate of pay in the higher classification equal to or greater than an additional 65 cents per hour of their current pay rate at any time they are required to work and substantially to perform the job duties in the higher classification for more than four (4) hours in a work day, except those duties incidental to the duties set forth in description of duties of their regular classification. Supervisors will not assign work requiring the performance of other job duties in a higher classification for periods of less than four (4) hours for the purpose of avoiding payment of plus-rated pay.

Section 12.2. Training: Employees not fully qualified for plus rating because of lack of experience or qualifications may be assigned to do work in a higher classification without plus rating for purposes of training. Such training shall not be more than 40 hours, not necessarily consecutive, after which time the employee shall be plus-rated.

Employees will be notified in writing when an assignment is for purposes of training. If the training period is to be longer than three (3) working days, the notification shall include the length of the assignment, if known, and the location and time of such assignment.

Section 12.3. Accumulated Hours: Employees who accumulate 1,400 or more hours in a calendar year of plus-rating in a higher classification shall continue to be plus-rated each calendar quarter thereafter in which he performs at least 173 hours of work in the higher rated classification.

Section 12.4. Overtime: An employee required to work overtime in a position above his normal job classification by the City at a time not part of his assigned work hours will have, as a base rate for said overtime work, the plus-rated pay he would normally receive under Article 12, Plus-Rating, of the current labor contract. The plus-rated rate, thus derived, shall be utilized for call-in time and pay, Section 21.05 of Article 21.

Section 12.5. Plus Rating to Equip. Operator and Equip. Operator- II:
As a clarification of operations that require plus rating, the following are functions of Equipment Operators and Equipment Operator II:

Loaders Back Hoe Track Hoe Jet Vac Mini Excavator Chipper

The pieces of equipment listed below may be operated by anyone in the Non-technical Class Series the City deems trained on standard operating procedures and will be plus rated to 114. When operated by an Equipment Operator or

Equipment Operator II, no plus rating is required. The exception is the bobcat when used at the Treatment Plants.

Bobcat	Riding Trencher	Sewer Camera
Paint Machine	Rollers	Street Sweeper
Self-Propel Paver		

It is further understood that the definitions above continue to apply and that this list may be modified by mutual consent as conditions and equipment change within 120 days of receipt of new equipment.

Section 12.6. Payment for Working as a Temporary Supervisor:

a. Any employee (except equipment mechanic) who is assigned to serve as a temporary supervisor for a period of one (1) eight (8) hour workday during the workweek (Monday thru Friday) shall be paid an additional one dollar and fifty cents ($1.50) per hour for all hours worked. Such assignments shall not be split for the purpose of avoiding payment under this Section.

When the equipment mechanic is assigned to serve as a temporary supervisor for a period of one (1) workweek (Monday thru Friday) he/she shall be paid an additional one dollar and fifty cents ($1.50) per hour for all hours worked. Such assignments shall not be split for the purpose of avoiding payment under this Section.

ARTICLE 13
GROUP INSURANCE BENEFITS

Section 13.1. AFSCME Health and Welfare Fund Plan: The City shall provide and pay for the AFSCME Health and Welfare Fund Plan at a premium not to exceed $32.50 per month per employee for all full-time employees, for the duration of the Contract. It is further understood that coverage's provided are:

1. $50,000.00 life and AD&D benefit, $2,000.00 life insurance of spouse, $2,000.00 life insurance for each child. ($17.00)
2. Drug prescription refund program, and ($15.00)
3. Hearing aid benefits. ($.50)

Section 13.2. Medical and Hospitalization Insurance: All full-time members shall be entitled to participate in the City's Group Hospitalization (Health) Insurance Program.

An eligible employee may waive rights to participate in either single or family coverage. If an employee waives this benefit, such employee may not revoke the waiver until the next open enrollment period.

Section 13.3. Payment of Premiums: The City shall pay 85% of the cost of the monthly premium. The participating member shall pay 15% of the monthly premium by payroll deduction.

For employees hired after February 15, 2004, the City shall pay 80% of the cost of the monthly premium. The participating member shall pay 20% of the monthly premium by payroll deduction. For employees hired after December 31, 2014, the City will pay 70% of the cost of the monthly health insurance premium and employees will pay 30% of the monthly health insurance premium cost by payroll deduction as long as all eligible, participating, non-union and public safety employees hired after December 31, 2014 fall under the 70%-30% rate plan. The City is to notify new employees of these changes.

In addition, when the City offers a Health Savings Account (HSA) plan, the City shall contribute $3500.00 total in a calendar year for employees enrolled in the HSA family plan or the City shall contribute $1500.00 total in a calendar year for employees enrolled in the HSA single plan. The City shall determine the contribution dates.

If any other bargaining unit or non-bargaining unit receives a larger employer contribution than the $3500.00 to those employees enrolled in the HSA family plan or the employer contribution of $1500.00 for employees enrolled in the HSA single plan, the AFSCME bargaining unit shall receive the greater amount.

Section 13.4. Payroll Deductions: The City agrees to deduct the member's payment for health insurance by payroll deduction twice a month in equal amounts. In the event the monthly excess stated above is not an even amount

(i.e., divisible by 2), the member shall pay two equal amounts not to exceed the monthly excess, and the City pay the monthly amount listed above plus the balance owed (1 cent).

Section 13.5. Substitution of Coverage: The parties commit to participate in a City-wide Insurance Committee consisting of representatives from the bargaining unit, management, representatives from other City bargaining units and representatives from non-union staff. This committee will participate in the insurance renewal process. The scope of the committee's charge shall be to review the current plan and cost, and to investigate alternate plans, benefits, and brokers. The goal of the committee will be to maintain an acceptable level of coverage and cost for both the employees and the City. The recommendation approved by the committee members will be presented to the appointed officials. City Council retains the right to accept or reject the committee's recommendation.

Section 13.6. Compensation in Lieu of Benefits is Prohibited: When the City, at the recommendation of the Insurance Committee, offers an opt-out program (compensation in lieu of benefits) eligible employees who waive participation in the City's group health insurance plan will be eligible for an opt-out benefit based on the terms and conditions of the program.

In the event both spouses or a parent and adult child are employed by the City and one waives coverage, the spouse, parent or child waiving the City's coverage is not eligible to receive compensation in-lieu of benefits offered under the opt-out program.

Section 13.7. Dental Insurance: Effective February 7, 2013, the employer shall contribute $34.00 per month per employee to the AFSCME Care Plan for Level II all coverage. The payment will be due by the 20th of the month.

Section 13.8. Vision Care Plan: Effective February 7, 2013, the employer shall contribute $6.75 per month per employee to the AFSCME Care Plan for such employees covered by Dental Plan Coverage for Vision Care I services.

ARTICLE 14
SICK LEAVE

Section 14.1. Accumulation: Each full-time employee shall be entitled to accumulate sick leave at the rate of 0.05770 credits per hour for each regularly scheduled work hour, up to a maximum accumulation of 2080 hours or 260 days. This represents an average monthly sick leave accrual of ten (10) work hours and an average annual sick leave accrual of 120 work hours or 15 days. Overtime hours shall not be used when computing sick leave accrual.

Section 14.2. Permissible Uses: Employees shall use sick leave for absence due to the employee's illness, injury, doctor's or dentist's appointments, exposure to contagious disease which could be communicated to other employees, and absence due to serious illness or injury (as provided by the Family Medical Leave Act – "FMLA") or death in the employee's immediate family. Use of said leave shall be on an hour-for-hour basis.

In the event that the City offers an alternative assignment on a temporary basis to an employee who is unable to perform his/her normal job duties due to work-related injury or illness in order to provide reasonable productive accommodations for the employee, and the employee refuses to return to work, the employee may not use sick leave for their absence.

Interpretation of immediate family in terms of serious illness or injury is generally determined to be the spouse, parents, either natural, step, foster, or in-law, children and other relatives living in the employee's household. For purposes of death and bereavement, immediate family shall include spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, grandparent, grandchild, half-brother, half-sister, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and other relatives living in the employee's household, or any person for whom an employee serves as legal guardian.

An employee may use sick leave (if available) for maternity purposes from the time the employee's doctor certifies the employee can no longer perform the essential functions of their position until the doctor certifies the employee can return to duty.

An employee may use up to ten (10) days of sick (paternity) leave due to the birth of a child. An employee may use up to ten (10) days of sick leave for the adoption or new placement of a foster child. An extension of such leave may be granted under sick leave if the condition of the baby and/or the mother qualifies.

In the event an employee is scheduled to work on a holiday and is absent due to a permissible use of sick leave, the employee will receive eight (8) hours of compensation for the holiday if eligible therefore under Article 16, Holidays, and not be compensation for or charged with sick leave usage.

Section 14.3. Notification: Each employee shall notify or cause his/her supervisor to be notified of his/her absence not later than one hour prior to the regular starting time of his/her working day. If the Supervisor is not available, the employee shall call a designated number.

In cases where an illness or other eligible sick-leave use extends longer than one day, the employee shall notify or cause his supervisors to be notified not later than one hour prior to the regular starting time of the first day, the anticipated length of the eligible sick leave use, the reason for said use, and the expected return date. Notification in this matter will satisfy the requirements of the Section. If the employee must be off on sick leave longer than the estimated time, the employee will advise the supervisor accordingly prior to the current return date, provide the reasons therefore, and a new expected return date. If any employee is able to return to work earlier than anticipated, he/she is expected to do so. Sick leave is to be used only for permissible uses as stated in Section 2 of this Article.

Section 14.4. Doctor's Certificate: A doctor's certificate to substantiate absence of three consecutive days is required by the City, and may also be required in the following cases:

- **A.** For probationary employees;
- **B.** Repeated one or two day absences, or
- **C.** Multiple employee absences on a single day.

Section 14.5. Sick Leave Donation Program: This program is available to help employees who are in need because of their own serious health condition or the serious health condition of their immediate family member as defined under the Family Medical Leave Act, after the employee has exhausted all other available paid leave including sick leave, personal leave, vacation time and compensatory time. However, this program does not supersede nor replace other retirement or disability programs.

Employee's eligible for workers' compensation benefits and/or injury leave are not eligible for the Sick Leave Donation Program. The Sick Leave Donation Program will not limit or extend the maximum allowable absence under the Family Medical Leave Act (FMLA).

When the Personnel Office is made aware of the need for sick leave donations, a notice will be sent to all City employees requesting their help. Any employee may then voluntarily elect to contribute, permanently, sick leave credits for a Sick Leave Catastrophic Incident. In addition, the following criteria will apply:

- **A.** Only regular, full-time, non-probationary employees are eligible to donate sick leave credits or to be a recipient of a donation. You must

have at least forty (40) sick leave credits accumulated at the time of donation.

B. A sick leave credit will be defined as eight (8) hours and will not have an hourly rate attached.

C. An employee may contribute only five (5) sick leave credits per year.

D. A sick leave credit donation is permanent and therefore cannot be returned to the donor or converted to cash by the donee's estate.

E. The sick leave credits will be used in place of the employee's regularly scheduled workdays to the extent they are necessary.

F. A donated sick leave credit will not count as a separate absence for the donating employee.

G. Donated sick leave credits can be used to cover retroactive unpaid regularly scheduled workdays.

H. An employee will not accrue holiday pay, vacation or sick leave while receiving donated sick leave.

I. An employee may receive up to 480 hours of donated sick leave during a rolling twelve month period measured backward until donations are not available or FMLA is exhausted, whichever comes first.

J. An employee's illness or disability must be certified by a physician.

K. When an employee is about to exhaust his/her available paid leave including sick leave, personal leave, vacation time and compensatory time, a request for donate sick leave may be made in writing to the Director of Human Resources. The physician's certification, including the employee's expected return to work date, must be attached to the request. The City will determine eligibility for donations and that decision will be final. If it is determined that an employee is eligible to receive donated sick leave credits, the Union and all bargaining unit employees will be notified in writing of the request for donations by the employee. An employee who voluntarily chooses to donate sick leave credits must complete a Sick Leave Donation Form and submit it to the supervisor who will notify the payroll department to deduct the credit from the employee's sick leave balance. A copy of the donation form will be maintained in the donor's personnel file. The payroll clerk will increase the donee's sick leave balance by the number of credits received from other employees.

Section 14.6. Compensation Upon Separation: Accumulated (unused) sick leave at termination of employment will be reimbursed as follows:

A. An employee retiring from City service will be credited for up to 175 days (1,400 hours) of accumulated but unused sick leave.

B. An employee separated for other reasons and otherwise eligible for compensation for sick leave upon separation will be credited for up to 160 days (1,280 hours) of accumulated but unused sick leave. These limitations apply to the computation of separation pay and percent credit as defined in this Section.

C. Separation pay is equal to the employee's hourly rate of pay times the number of hours of compensable accumulated sick leave times a percentage credit. The percent credit will be calculated with the following formula with a minimum credit of 5%. The maximum credit would be 48.75%.

$$\% \text{ Credit} = 5 + \frac{H^*}{32}$$

where H is the hours of compensable accumulated sick leave at termination.

D. In case of death of an employee, severance pay for accrued sick leave shall be paid to the employee's estate or beneficiaries.

E. The above provisions shall apply only to full-time employees who have completed one full year of service with the City of Xenia. An employee with less than ten (10) years of service is not eligible for severance pay for accumulated sick leave if the employee is dismissed from employment for unlawful or criminal conduct or resigns in anticipation of being dismissed for unlawful or criminal conduct. An employee with ten (10) years or more service shall be entitled to compensation for accumulated sick leave at his termination of employment, irrespective of cause, in accordance with the provisions of this Section.

Section 14.7. Reinstatement: Any employee who receives payment for unused sick leave and is later rehired may have sick leave reinstated upon reimbursing the City for the full amount received for such days when previously separated. Employees with less than one year's service that were laid off receiving no compensation for said days shall have those accumulated (unused) sick days reinstated.

Section 14.8. Transfer of Sick Leave: Any employee with prior service with another public agency of the State of Ohio shall be credited with the balance of

his accumulated but unused sick leave upon proper certification of the accumulated but unused sick leave from the previous public employer.

Section 14.9. False Claim: The City has the right to, and may if it so chooses, investigate any/all sick leave before compensation is paid. Management reserves the right to withhold benefit payments and/or take disciplinary action up to and including discharge against an employee who submits a false claim for benefits covered in this Article or works for another employer while on sick leave.

ARTICLE 15
VACATION

Section 15.1. Accumulation: Each full-time employee shall accrue vacation at the rate set forth below. Employees on leave of absence without pay or layoff shall not accrue vacation during the period of such absence.

Length of Service	Hourly Accrual Rate	Average Annual Days Vacation
Less than ten (10) complete years of service	.04616 per hour	12 days
Over ten (10) but less than twenty (20) complete years of service	.06924 per hour	18 days
Over twenty (20) complete years of service	.09231 per hour	24 days

A. The appropriate Hourly Accrual Rate is multiplied times 40 (each employee's average work week) to obtain the vacation hours employees accrue each week. Overtime hours shall not be used when computing an employee's vacation accrual.

B. The Average Annual Days Vacation employees accrue are based on the appropriate Hourly Accrual Rate times 2,080 (the average hours employees are scheduled to work each year).

C. Maximum Accumulation. Vacation leave may accrue to a maximum of 240 hours or 30 days. After 10 years of continuous City service, a member may accumulate up to 360 hours but is limited to payout to 240 hours.

Section 15.2. Scheduling: Vacation leave shall be approved in accordance with the workload in effect in the division and upon approval of the head of the department or division. On or before April 1 of each year of this contract, employees shall submit request for vacation leave to their division head for scheduling. If two or more persons request the same dates within a division, seniority shall prevail in deciding who will be scheduled to take vacation. Once approved, the vacation schedule shall be posted in each division no later than May 1 of each year.

Requests for vacation received after April 1 of each year will be considered on first-come, first-serve basis, and must be requested at least two weeks in advance of the leave, unless the supervisor permits a shorter notice. Whenever

two or more employees under the same immediate supervisor apply the same day to take a vacation and the work schedule is such that not all employees can take vacation at the same time, seniority shall be the determining factor in deciding who shall take vacation.

Section 15.3. Vacation Approval: Vacation approval will be determined by the division head by putting the date of approval and their signature to that effect within five (5) days of the request. If only one employee asks for vacation and the department or division has granted vacation to the employee, his vacation request shall be honored without change by Management, except in case of emergency.

Section 15.4. Compensation Upon Separation: Upon separation from the City's service, an employee shall be entitled to compensation for earned but unused vacation leave to his credit at the time of separation. Computation of pay for unused vacation shall be based on the hourly rate (as shown in the pay plan) times the hours of accumulated vacation leave, but not to exceed 240 hours or 30 days.

In the case of death of an employee, there shall be paid to his/her widow, widower, or other beneficiary or estate an amount equal to his/her hourly rate of pay at death times the number of compensable accumulated hours of vacation leave.

Section 15.5. Holidays: In the event that a holiday occurs during an employee's vacation, the employee shall not be charged with a day of vacation for the holiday.

Section 15.6. Call-in: If an employee is called in to work while he/she is on vacation, he/she shall be paid at one and on-half times his regular rate of pay in addition to vacation pay.

Section 15.7. Prior Public Service Employment Credit: Employees are entitled to receive prior public employment service credits as follows: A full-time employee shall accumulate vacation time using prior public service with the State of Ohio or a political subdivision there of for the six-year period preceding his/her employment with the City. Each employee shall, within 60 days of his/her employment, furnish the Director of Finance with certification of such public service to receive prior public service employment credit.

ARTICLE 16
HOLIDAYS

Section 16.1. Holidays: The following days are designated as paid holidays for all City employees:

1. The first day of January, known as New Year's Day.
2. The third Monday in January, Martin Luther King Jr. Day
3. The last Monday in May, known as Decoration or Memorial Day.
4. The fourth day of July, known as Independence Day.
5. The first Monday in September, known as Labor Day.
6. The eleventh day of November, Veterans Day.
7. The fourth Thursday in November, known as Thanksgiving Day.
8. The twenty-fifth day of December, known as Christmas Day.

Section 16.2. Rate of Pay: All employees shall receive eight (8) hours holiday pay for the holidays listed in Section 16.1. All employees who are required to work on a holiday shall be paid two times the regular rate for actual hours worked plus eight (8) hours holiday pay.

For overtime purposes, Holiday pay will not be included in the calculation of overtime for the employees working in a seven-day coverage operation. Employees who do not work on the actual holiday shall be paid for eight (8) hours of work at their straight time hourly rate.

Employees may opt to receive compensatory time-off for Holiday pay in the amount of eight (8) hours at straight time for holiday hours paid on a day they are not regularly scheduled to work.

Section 16.3. Observance of Holidays:

A. For the Monday through Friday operation, when a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. For these holidays, the observed day off (Friday or Monday) will be recognized for holiday pay purposes.

B. Employees working in a division requiring seven-day coverage and who work any of the actual holidays listed in Section 16.1 shall be paid the double-time rate of pay for all hours worked plus eight (8) hours holiday pay.

C. Employees working in the seven day operations shall be required to work equal numbers of actual calendar holidays to the extent possible.

D. Employees working in the seven day operation shall have their work schedules rotated for holidays from year to year so an employee will not be required to work the same holidays two years in a row to the extent possible.

E. In the event a holiday shift becomes available for employees working in a seven day operation, the holiday shall be first offered to the employee who has worked the least number of holidays.

F. The holiday and weekend work schedules shall be posted no later than December 15 of the previous year.

G. Employees who do not work on the actual holiday shall be paid for eight (8) hours work at their straight time rate.

Section 16.4. Eligibility: In order for an employee to receive holiday pay, he/she must be in paid status on his/her regular scheduled day before and his/her regular scheduled day after the holiday.

No employee working in the seven day operation will be denied the opportunity to work a holiday as part of their regular schedule as defined in Section 16.3.

Section 16.5. Effect of Holiday: In the event that a holiday occurs during such employee's vacation, the employee shall be compensated for the holiday and not charged with or compensation for the vacation hours. In the event an employee is scheduled to work on a holiday and is absent due to a permissible use of sick leave or injury leave, the employee will receive eight hours of compensation for the holiday, if eligible therefore under this Article, and not be compensated for or charged with sick leave or injury usage.

ARTICLE 17
PAID ABSENCE DAYS

Section 17.1. Paid Days: Each employee on the payroll January 1 of each year will be granted three (3) paid absence days which must be taken during that calendar year. Paid absence days shall be used in accordance with the following provisions.

Section 17.2. Expiration Date: The day must be taken by December 15 (unless notification is given prior to December 1 of each) and may not be taken with less than one week's notice except by the mutual consent of the employee and his/her supervisor. Requests for leave with less than one weeks notice shall not be unreasonably denied. If said day(s) is/are not taken during the calendar year, they shall be lost and no additional compensation shall be paid in lieu thereof.

Section 17.3. Management Determination: In the event the number of employees who apply for a specific day is more than can be accommodated, they will be granted the day off in order of their application for the paid absence day.

ARTICLE 18
INJURY LEAVE

Section 18.1. Extent of Benefit: In the event an employee suffers an injury and is unable to work as a result of an on-duty accident or incident other than for reason of misbehavior on the part of the employee, and such injury is determined to be allowable by the Bureau of Workers' Compensation (BWC) or Industrial Commission (IC), the employee may receive a maximum of 720 work hours of injury leave for each new and separate injury.

An employee who contracts a communicable disease, which is the result of an on-duty exposure incident with the City of Xenia, will be eligible for injury leave.

When injury leave is exhausted, the employee may elect to use accumulated sick leave and/or other accrued leave.

In extreme cases where the employee has exhausted all sick leave and other accrued leave, additional injury leave may be granted at the discretion of the City Manager, considering the facts of the particular case. When disability caused by an in-the-line-of duty injury continues for a period of 12 months, and all leave is exhausted, the employee shall apply for disability retirement.

The parties agree to have a transitional work program. The transitional work program is designed to provide, on a temporary basis, suitable alternate work schedules (in consultation with the employee) and job tasks that provide reasonable productive accommodations for employees who are unable to perform their normal job duties due to a work-related injury or illness. Employees unable to perform their normal job duties due to a non work-related injury or illness may be eligible to participate in the Transitional Work Program at the discretion of management.

Employees who are eligible to participate in the Transitional Work Program due to a work-related injury or illness but refuse to return to work will not be eligible for injury leave benefits.

Section 18.2. Reporting: All on-duty injuries should be reported to the respective department head immediately (within 24 hours). A written injury report will be prepared, signed by the employee and the department head and forwarded to the office of the City Manager. If the injury is a line-of-duty injury and is not reported within the 72-hour period, the City Manager reserves the option as to whether or not injury leave will be allowed.

Section 18.3. Worker's Compensation: When the employee is unable to work for three or more calendar days as the result of an in-the-line-of-duty injury, the employee will file a claim for Worker's Compensation benefits. Charges will be

made against the employee's leave accruals, beginning with sick leave, for any periods not covered by Worker's Compensation Statues.

In the event the Bureau of Workers' Compensation (BWC) or the Industrial Commission (IC) determines that the injury or condition is not the result of an on-duty accident or incident with the City of Xenia, any injury leave hours the employee received will be reverted to sick leave and/or other available paid leave hours. If the employee does not have sufficient paid leave hours available to reimburse the City for all injury leave hours received for a denied claim, the employee shall make full restitution to the City through a mutually agreeable arrangement.

Section 18.4. Payment: The employee will receive his/her regular salary paid by the City. Employees may not receive wage benefits from the City and Bureau of Worker's Compensation at the same time.

Section 18.5. Evidence: The City may require, at any time, the employee to furnish medical proof or submit to medical examination by a City-designated physician at the City's expense, to determine whether the alleged injuries are compensable. If compensable, the City shall notify the employee immediately.

Section 18.6. Effect of Holidays: If an employee is normally scheduled to work on a holiday and is eligible for compensation under this Article, the employee will not be charged with or compensated for injury leave hours, and will be compensated for the holiday.

Section 18.7. False Claim: The City has the right, and may if it so chooses, to investigate any/all injury leave before compensation is paid. Management reserves the right to withhold benefit payments or take disciplinary action, up to and including discharge, against an employee who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer or engaging in self employment while on injury leave where:

a. such employment indicates an ability to perform the essential functions of his or her City position;

b. such employment is inconsistent with the convalescence from his or her injury or illness and would tend to either exacerbate the condition or delay his or her recovery; or

c. such employment occurs on any day on which the employee is normally scheduled to work for the City.

Section 18.8. Appeal Provisions: If injury leave is denied any employee under the terms of this Article, the matter may be the subject of a grievance presented at Step 3 of the grievance procedure and mediation up to arbitration. The

employee and the City shall be permitted to present evidence, testimony, and argument at each applicable step of the grievance procedure.

ARTICLE 19
LEGAL PROCESS ABSENCES

Section 19.1. Absence in Response to Subpoena (Employee Not a Party to Court Case or Administrative Hearing): There will be no loss of pay if the employee signs and files a statement with the Finance Director stating that compensation was received in the amount shown or no compensation was received as a result of the court appearance.

The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena, shall be remitted to the Finance Director at the time the above form is filed. Adherence will result in no loss of pay.

Section 19.2. Absence Due to Response to Jury Summons: There shall be no loss of pay if the employee signs and files a statement with the Finance Director immediately upon return from jury duty stating that compensation was received in the amount shown and the employee remits the compensation received to the Finance Director before the end of the current pay period.

Section 19.3. Absence When Party to Court Action: In the event of absence from duty for any court hearing or administrative hearing in which the employee is party, the employee must use accrued but unused vacation leave or accrued but unused paid absence days. If said employee does not have vacation leave or paid absence days, the employee may apply for a Leave of Absence without pay in accordance with the current Rules and Regulations of the Civil Service Commission.

Section 19.4. Notification of Absence: Employees must notify their supervisor as soon as practicable of their impending absence from duty to be excused for legal process absences.

ARTICLE 20
HOURS OF EMPLOYMENT

Section 20.1. Hours of Work:

1. Normal Work Hours. The hours of work shall normally be eight (8) consecutive hours per day (exclusive of an unpaid lunch break where applicable), 40 hours per week, Monday through Friday.

The normal work week for employees in the Water and Wastewater Treatment Plants shall include Saturday and Sunday working hours in the interest of public health, safety and welfare. Employees who are assigned Saturday and Sunday at the Water/Wastewater Treatment Plants shall receive an additional $.50 per hour for hours worked on Saturday and Sunday.

2. Alternate Work Schedule. The parties recognize that the ever-changing needs of our citizens mandate flexibility in the staffing and scheduling of work in the Public Service Department. To this end, management continues to reserve the right to "…determine, and from time to time, re-determine the number, locations and relocation and types of employees or to discontinue any performance by employees of the City; to determine the number of hours per day or week any operation of the City may be carried on…"as specified in Article 5, Management Rights.

3. Shift Exchange. For shift differential purposes, the water plant five (5) minute shift exchange on Saturdays and Sundays will not be considered as hours.

Section 20.2. Period Definitions: The work week is defined as that period of time from Sunday (0001 hours) through Saturday (2400 hours).

Section 20.3. Overtime Schedule: The City shall not schedule employees outside normal work hours solely for the purpose of avoiding the payment of overtime. The City reserves the right to alter work schedules and reporting times of employees to provide sufficient qualified and capable employees to meet emergencies or to perform duties which cannot reasonably be performed during the normal working hours. Any pre-scheduled overtime shall be scheduled by using the current call in-list. Once manpower needs are filled, the next call-in event will start with the next person on the list.

Section 20.4. Breaks: All employees shall be entitled to two (2) fifteen (15) minute breaks within each eight (8) hours schedule. These breaks shall be scheduled at mid-point of the first four (4) hours and the mid-point of the second

four (4) hours and each four hours thereafter to the extent practicable. The time of the break shall be counted as the time not working and shall include any travel time. Depending on job location, weather conditions and special circumstances, common sense shall apply to break duration.

The Department shall meet at least annually to discuss and evaluate break practice.

Section 20.5. Holiday and Weekend Schedules: Holiday and weekend work schedules shall be posted no later than December 15 of the previous year.

Section 20.6. Notice of Schedule Change: There shall be a two week notice posted and a copy given to each affected employee in order to change shifts, hours, or schedule except in cases of an emergency or unforeseen circumstances which require a shorter notice.

Section 20.7. Treatment Plants Shift Preference: Vacancies in Treatment Operator shifts will be filled based on seniority of current Treatment Plant operators.

ARTICLE 21
OVERTIME PAY

Section 21.1. Definition: All employees shall be paid one and one-half times the regular rate for overtime hours worked.

Section 21.2. Overtime Compensation:

A. Employees shall receive time and one-half their regular rate of pay for all authorized hours actually worked in excess of eight (8) hours in a day or 40 hours a week. All employees shall be paid at the rate of two times the hourly rate of pay for all work done on the seventh consecutive day actually worked.

B. For water plant operations, the five (5) minute shift exchange will not be considered as a day worked for the purpose of determining the seventh consecutive day actually worked.

Section 21.3. Pyramiding Prohibited: All compensated hours shall be included in the "hours of work" for determining overtime compensation, but in no event shall an employee draw double benefits.

Section 21.4. Scheduled Overtime: Employees must receive at least a 24-hour advance notice for overtime to be considered scheduled overtime. An employee scheduled to work overtime on a day when the employee performs no other work shall receive a minimum of one (1) hour at the rate of one and one-half times his normal rate of pay. An employee working more than one (1) hour will be paid for actual hours worked at the rate of one and one-half times his normal rate of pay for hours worked outside his scheduled shift.

Employees on "Standby Status" will be offered any scheduled overtime.

For wastewater treatment plant operations, Saturday plant checks will not be considered scheduled overtime.

For the water plant operations, the five (5) minute shift exchange will not be considered scheduled overtime.

Section 21.5. Call-In Time and Pay:

A. Call-in Time: Call-in time is defined as unscheduled time for work assigned by the City and performed by an employee at a time disconnected from his/her normal and prescheduled hours of work, excluding the thirty minutes prior to a scheduled work shift.

B. Call-In Pay: When an employee is instructed to and does respond the employee will receive a minimum of three (3) hours of work at one and one-half times the employee's normal rate of

pay even if no work is performed. If the on-call employee is instructed to respond by the communications center the employee must attempt to contact a supervisor before responding. If the supervisor determines the on-call employee is not required to respond the employee will receive thirty (30) minutes of work at one and one-half times the employee's normal rate of pay. An employee called in and working three (3) or more hours will be paid for actual hours worked at the rate of one and one-half times his normal rate of pay for hours worked outside his scheduled shift.

C. Call-in Responsibility: The parties jointly recognize the importance of the Public Service Department to ensure the health, safety, and welfare of the Xenia community. To help meet this obligation, the parties will work to effectively communicate in order to ensure adequate coverage in times of emergency with the expectation that employees on the call-out list will be available during any shift for any type of emergency situation.

Employees who will be out of town for extended periods of time or who for legitimate purposes, will be unavailable to respond to emergency situations should they arise, will inform their Supervisor in advance of their departure of unavailability.

While these procedures are particularly pertinent and vitally important during seasons where weather emergencies are more frequent, employees must be aware that various types of emergencies situations requiring Maintenance Department response could arise at any time.

Section 21.6. Overtime Availability: All scheduled overtime shall be offered equally to all employees within the same call-in list but first offered to the employee carrying the communication device for "Standby Status."

Section 21.7. Time off in Lieu of Payment: If an employee elects to take time off regularly scheduled hours in lieu of payment for any time compensable as overtime, such time off shall be granted by the division/department head at a rate of one and one-half hours off for every hour worked basis at a time mutually convenient to the employee and the division/department head or his/her designee.

Each employee shall be allowed a maximum accumulation of 120 hours compensable time at any one time. Hours shall be accrued at a rate of one and one-half hours for every hour worked. No more than 120 hours may be taken off as leave per calendar year.

Accumulated unused compensable time shall be reimbursed between November 1 and Thanksgiving at the employee's regular hourly rate of pay as of November 1st. The employee may carry over 40 hours of compensable time from one calendar year to the next. If the request does not reach the Finance Department in writing by November 1st, the employee will be compensated for 100% of the accumulated overtime.

When an employee is sent home early from his/her regular scheduled shift, the employee may use available vacation, comp time or personal hours to full-fill the remaining hours of his/her shift.

ARTICLE 22
EMERGENCY MEAL ALLOWANCE

Section 22.1. Emergency Meal Allowance: The City will either furnish meals or reimburse employees for meals provided the employees are scheduled to work in excess or 12 consecutive hours. Reimbursement will not be paid for an employee's regular lunch period. Maximum reimbursement for meals under this Section shall be $10.00 per meal. Whenever practicable while on City time, employees shall be given a 30 minute period or a reasonable period under the particular circumstances in accordance with scheduling requirements for the purpose of eating during each of the above periods. This Section is intended to apply to situations where employees are unexpectedly called for duty because of emergencies.

ARTICLE 23
TRAVEL, CONFERENCE AND TRAINING EXPENSES

Members shall be entitled to their actual expenses incurred on official business of the City as approved by the division/department head. They shall either file an itemized statement of such expenses if the actual expenses incurred are to be reimbursed, or the member will be entitled to expenses delineated as follows:

Section 23.1. Members are entitled to an advance for the above purpose from the Finance department.

Section 23.2. Authorized use of personal vehicles are entitled to reimbursement at the rate currently listed in the Employee Handbook.

Section 23.3. Either reimbursement or advance payment shall be reviewed by the division/department head, and a positive recommendation is necessary before the City Manager may approve the voucher. A member is entitled to actual expenses whether or not an advance payment is made.

Section 23.4. Receipts for expenditures shall be presented with the voucher so as to accurately determine the actual amount of expenditures.

ARTICLE 24
UNIFORMS

Section 24.1. Initial Uniform Issue. An employee who is required by the City to wear regulation uniforms or equipment shall be furnished such uniforms at City expense. City emblem shall be visible at all times along with the employee name or City Identification.

Section 24.02. Theft or Loss of Uniform. Items of uniform stolen or lost shall be replaced by the employee.

Section 24.03. Authorized Use of Uniform. Uniforms provided by the City shall not be worn at any time other than actual City employment or traveling to and from work.

Section 24.04. Maintenance and Repair of Uniforms. Each uniform provided for the employee shall be kept clean and in good repair. Rented uniforms shall be kept clean and in good repair by the renting agency; however, the employee shall make sure that uniforms are available to the agency for cleaning and repair.

Section 24.05. Separation from City Service. Upon separation from the City, all uniforms furnished by the City shall be returned to the department or division head before terminal pay is issued.

Section 24.06. Outerwear and Safety Shoes. The City will provide the benefit of an annual stipend in the amount of $600.00 to all eligible bargaining unit members for the purpose of purchasing safety shoes and outerwear. It is expected that this compensation is to be used at the discretion of the employee for the purpose of acquiring necessary outerwear and safety shoes; consequently, it is each employee's responsibility to have the necessary gear for the work environment at the beginning of his/her shift, and there will be no exceptions. Safety shoes must meet current ANSI Standards regardless of where they are purchased. The stipend payment will made no later than the end of September of each year. In the event of rare and extenuating circumstances, an additional pair of shoes may be provided annually to an employee at the discretion of the supervisor. In order to be eligible for an additional pair of shoes, the employee must present a receipt validating the date of his/her last shoe purchase.

ARTICLE 25
GRIEVANCE PROCEDURE

Section 25.1. Purpose: There shall be an earnest, honest, and prompt effort to settle differences between an employee and the City or the Union and the City with respect to any claimed violation of this Contract.

Section 25.2. Definitions:

A. A grievance is defined as a claimed violation of the negotiated contract. Impasse resulting from negotiations on a new or modified collective bargaining contract is not a grievance by definition and shall not be subject to the grievance arbitration procedure.

B. A group grievance is a grievance which uniformly affects a group of employees. The group will be comprised of those affected bargaining unit members who are identified by name in the grievance when it is first presented in writing. The Union may amend the group prior to the first formal grievance meeting.

C. Days referred to herein shall be working or duty days of the grievant or the respective management representative.

Section 25.3. Content of Grievances:

All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature; if applicable;
2. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed, if applicable;
3. Date grievance was filed in writing;
4. Date and time grievance occurred;
5. A brief description of the incident giving rise to the grievance;
6. The article, section or sections of the negotiated Agreement claimed to be violated; and
7. Desired remedy to the grievance.

Section 25.4. Procedures:

STEP 1. Following a meeting between the employee and his/her supervisor, if the grievance is not resolved, the aggrieved employee(s) shall reduce the grievance to writing on forms supplied by the Union for this purpose and present it to the division head. The employee(s) shall clearly describe the alleged violation which is the subject of the grievance, the contract provisions which are alleged to have been violated and the specific relief sought. Four (4)

copies of the grievance forms shall be prepared, dated and signed by the aggrieved employee(s), and distribution of said copies shall be as follows: one (1) copy to the division head; one (1) copy to the Union; one (1) copy to the City Manager; one (1) copy to the Director of Public Service (or his designated representative).

The time for filing a grievance or class grievance shall be five (5) working days from the time the grievant(s) knew or could reasonable have learned of the grievance. Within two (2) working days of receipt of the grievance, the division head shall contact the Union steward to set up a meeting to discuss the grievance. The division head shall reply in writing to the grievant(s) by the end of the fifth working day after such meeting.

If the grievant(s) does not refer the grievance to the second step of the procedure within four (4) working days after receipt of the decision rendered in the first step, it shall be considered to be satisfactorily resolved.

STEP 2. Should the grievance remain unresolved at the preceding step and should it be referred to the second step, the grievance shall be referred in writing to the Director of Public Service (or his designated representative) by the grievant(s). Within two (2) working days of receipt of the grievance, the Director of Public Service or his designee shall contact the Union steward for the purpose of setting up a meeting to discuss the grievance with the steward and the grievant(s). The Director of Public Service (or his designated representative) will reply to the grievant(s). The Director of Public Service (or his designated representative) will reply to the grievant(s) in writing, by the end of the seventh working day after the Step 2 meeting.

If the grievant(s) does not refer the grievance to the third step of the procedure within ten (10) working days after receipt of the decision of the Director of Public Service (or his designated representative), it shall be considered to be satisfactorily resolved.

STEP 3. Should the grievance remain unresolved at the preceding step and should it be referred to the third step, the grievance shall be referred in writing to the City Manager by the grievant(s). Within two (2) working days of receipt of the grievance, the City Manager or his designee shall contact the Union to establish a date for a meeting to discuss the grievance with the grievant(s) and his steward. The City Manager will reply to the grievant(s) in writing, by the end of the tenth working day following such meeting.

If the Union does not refer the grievance to the fourth step in the procedure within seven (7) working days after receipt of the decision of the City Manager, it shall be considered to be satisfactorily resolved.

STEP 4. Mediation. The parties may mutually agree to use the mediation procedure through the Federal Mediation and Conciliation Service (FMCS) to resolve any differences before proceeding to arbitration. Mediation shall be non-binding upon the parties unless the parties mutually agree otherwise. If the grievance is not resolved through mediation, the Union may refer the grievance to the arbitration procedure. If not referred to the arbitration procedure within 10 calendar days after receipt of the mediator's recommendation rendered in this step, the grievance shall be considered settled. Use of the mediation step shall not impair the parties' right to arbitrate a grievance.

STEP 5. Should the grievance remain unresolved at the preceding step, a written notice of intent to proceed to arbitration shall be served upon the City Manager by the Union within ten (10) working days.

Within ten (10) days of receipt of such notice of intent to proceed to arbitration, the Union shall notify the Federal Mediation Conciliation Service and request an odd-numbered panel of prospective arbitrators. Within ten (10) days of the receipt of such panel, the parties shall select an arbitrator by the alternate striking of names and so notify the FMCS. The date for such arbitration shall be set within 60 days thereafter unless an extension is mutually agreed to by the parties or unless an extension is necessary to accommodate the availability of the arbitrator.

An employee called by either party as a witness shall not suffer loss of pay. The arbitrator shall reduce his award to writing and state the reasons for his decision.

The arbitrator shall have no power to add to, or subtract from, or modify any provision of the negotiated contract. The decision of the arbitrator shall be final and binding on both sides. The parties shall pay equally all the costs for the arbitrator including the arbitrator's fees and expenses, and other necessary expenses of the arbitration procedure.

Section 25.5. Time Limits: It is understood that the time limits imposed in this Article may be extended at any step by mutual written consent of the parties in that step. Likewise, any step in the grievance procedure may be eliminated by mutual consent of the City Manager and the Union.

A request by either party to extend the time limits provided herein for justifiable cause (i.e. absence of an essential representative or witness) shall not be unreasonably denied by the other party. If either party fails to adhere to the time limits provided or as they may have been extended or waived by written agreement, the other party's position shall be immediately adopted upon expiration of the designated time limit, and the grievance shall be closed on that basis. However, in no instance shall such default of a grievance due to failure to abide by the time limits constitute a precedent for the settlement of future grievances.

Section 25.6. Union Representation: The grievant shall have the right to have a Union representative present at any of the steps of the grievance procedure or disciplinary proceeding.

Section 25.7. Election of Procedures: It is further understood that any controversy which is within the domain of the Civil Service Commission shall be referred directly to the Commission. The decision of the Civil Service Commission shall be final and binding on both parties.

An employee who wishes to appeal disciplinary action taken by the City which allegedly violates this Contract shall have the option of filing an appeal with the Civil Service Commission if it is within the authority of the Commission by law, or to proceed under the Grievance Procedure contained in this Contract, if applicable, but the employee must make an election in writing between the two procedures and will not be entitled to grieve and to process an appeal to the Civil Service Commission on the same matter.

ARTICLE 26
LABOR-MANAGEMENT

Section 26.1. Labor-Management Committee: The City and the Union will jointly assist in establishing a Labor Management Committee, which will consist of eight (8) members, half of whom will be appointed by the Union. Each member will serve at the pleasure of the party appointing him or her, and may be replaced from time to time. At such meetings there will be full and forthright discussions and complete disclosures, if possible, by both parties on mutual subjects that would directly or indirectly affect the morale and command of the Department members of the bargaining unit. Meetings will be held within a reasonable time (not to exceed 14 calendar days unless mutually extended by both parties) after a request by either party, having regard for the seriousness of the issues involved.

Section 26.2. Agenda: The party requesting the meeting shall furnish an agenda with the request for the meeting. The Union will furnish names of the Union members who will attend. Subjects that may be discussed at these meetings shall include (but not be limited to) the items listed below:

A. Discuss the administration of this Agreement;
B. Notify the Union of changes made by the City, which may affect bargaining unit members;
C. Discuss potential grievances, which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed by the parties;
D. Disseminate general information of interest to the parties;
E. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
F. Discuss ways to improve efficiency and work performance; and
G. Consider and discuss health, safety, and training matters.

Section 26.3. Attendance: Union employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work.

Section 26.4. Reports: Written responses promised by each party's representatives during meetings, to items rose at such meetings, will be submitted to the other party's representatives who attended the meeting within fifteen (15) calendar days after the meeting, unless the parties mutually agree to a time extension. The Union may submit a written report as a result of such meetings.

Section 26.5. Safety Committee: In the interest of the safety of employees and to provide for a safe and productive work environment, there shall be established a Public Service Safety Committee (Safety Committee) comprised of not more than four (4) City employees selected by the Union and not more than four (4) City employees selected by management. The Safety Committee will convene monthly for the purpose of discussing subjects of mutual concern regarding on-the-job safety. The committee should be active in identifying and implementing safety improvements for the benefit of all City employees.

ARTICLE 27
NO STRIKE OR LOCKOUT

Section 27.1. No Lockout: During the term of this Contract, the City will engage in no lockout of the employees covered by this Contract.

Section 27.2. Union Responsibilities: It is understood and agreed that the services performed by City employees covered by this Contract are essential to the public health, safety and welfare. Neither the Union nor any employee shall take part in, cause, or aid any strike, slowdown, picketing (so as to encourage employees not to work), or any other interference with the operations of the City during the term of this Agreement. In addition to other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline employees violating this section, and no such discharge or discipline may be set aside unless the employee is found innocent of any violation of this Section.

If there is an unauthorized strike, work stoppage, slowdown, interruption or impeding of work, the Union, together with its officers and agents, shall publicly denounce said strike, work stoppage, slowdown, interruption or impeding of work, disclaim approval; order those taking part in such strike, work stoppage, slowdown, interruption or impeding of work to return to work immediately and instruct all interested employees of the City or other employees, that said strike is not authorized and that work shall be continued. If these steps are followed, there shall be no liability on the part of the local Union or any of its officers or agents for such strike, work stoppage, slowdown, interruption or impeding of work.

Section 27.3. Violations, Termination of Agreement: Upon the occurrence of a violation of Section 27.02 of this Article, the City may terminate this Contract by giving written notice to the Union. Upon the occurrence of a violation of Section 27.01 of this Article, the Union may terminate this Contract by written notice to the City.

ARTICLE 28
SAFETY AND HEALTH

Section 28.1. General: The City will observe all applicable Federal and State health and safety laws and regulations, and consistent with its established practice, shall take all steps reasonably necessary to ensure employee health and safety.

Section 28.2. Drug and Alcohol Testing: Chemical tests may be administered to any bargaining unit member to determine their fitness for duty, when such tests are part of an official internal investigation or when there is "reasonable suspicion" that the employee may be unfit for duty. Any such sample may be tested at two different levels; an initial screening, which if positive, will be followed by a confirming test using gas chromatography/mass spectrometry. Such test will be conducted in a manner so as to minimize the invasion of the employee's privacy. Chain of custody procedures will be maintained. The employee will be advised that the results may not be used against him/her in criminal proceedings, and the employee will be given an opportunity to give explanation why the test may be positive.

Section 28.3. Hazardous Weather:

A. Humanitarian guidelines respecting the responsibilities of the parties in case of adverse or extreme weather conditions that affect the health and personal safety of employees shall be of prime consideration.

B. For the purpose of implementing the provisions of the preceding paragraph A above, the Department Director, or his designated representative, shall determine if employees are to work or not and notify the news media only if they are not to report to work. In the event the weather conditions materially worsen during the work period, the director or representative shall confer with the appropriate union steward regarding weather conditions. The final decision regarding the employees working shall be made by the director or representative.

Section 28.4. Police Training in Service Building: In the interest of the safety of employees, the City will advise the employees of training activities being conducted in the Public Service Building (i.e. dog training, hostage training, etc.). The City will observe all laws regarding the use of drugs to train dogs around employees' locker areas.

Section 28.5. Personal Protection Equipment: The City agrees to provide required personal protection with an initial issue and reasonable replacements where there is not evidence of abuse.

ARTICLE 29
ENTIRE CONTRACT CLAUSE
WAIVER OF BARGAINING

Section 29.1. Entire Contract Clause: This Contract supersedes and cancels all prior agreements between the City and the Union as this constitutes the entire contract between parties.

Section 29.2. Waiver of Bargaining: The City and the Union acknowledge that during the negotiation which resulted in this Contract they had the unlimited right to make proposals with respect to any matter which could be the subject of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth herein. The City and the Union, for the life of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter covered by this Contract, except as provided in Article 1, or with respect to any matter not referred to or covered in this Contract, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time of the negotiation or execution of the Contract. (However, nothing in this section is intended to limit the scope of bargaining as specified in O.R.C. 4117.)

ARTICLE 30
COMMERCIAL DRIVERS LICENSE

Section 30.1. Commercial Drivers License: Employees determined by management to be in positions where Commercial Drivers License and/or endorsements are needed shall obtain and maintain the license and endorsements. The City will reimburse employees for renewal of their Class A and the tanker endorsement as long as the proof of payment and the reimbursement request is submitted within 30 days of the date of renewal. Proof of proper license shall be provided by the employee at the request of the supervisor.

Section 30.2. Suspension of CDL: Any employee whose driving privileges under C.D.L. (for work) are suspended shall be suspended, laid off, or discharged as deemed appropriate based on the type of license suspension. The cause for such discipline shall be the employee's inability to meet the basic requirements for the job. If an employee appeals the loss of C.D.L. privileges pursuant to Ohio Revised Code, such employee shall be suspended without pay (in lieu of discharge) for up to but not to exceed one (1) year from the original conviction.

Section 30.3. Medical Exams: The City shall pay the cost of medical exams required by law for the operation of City equipment.

Section 30.4. Use of City Vehicles: Employees will be permitted to use City vehicles to take the road test up to two (2) times. The City will not pay the costs for the road skills test.

ARTICLE 31
TUITION REIMBURSEMENT

Section 31.1. Purpose: The purpose of this Article is to provide an incentive for bargaining unit employees to continue their education and training in job-related programs which will improve their skills and abilities in performing their job responsibilities.

Section 31.2. Reimbursement Amount: The City shall reimburse employees up to 100% of the cost of tuition and/or proficiency examinations incurred in pursuing a job-related educational program leading to an Associate, Bachelor's or Master's degree from any institution of higher education on the following reimbursement schedule:

Grade	Percent
C or above	100%

Proficiency exams and/or courses without grades given shall be reimbursed at 100%. Annual maximum reimbursement shall not exceed $1,250.00.

Section 31.3. Sign-up Request: On or before August 15 of each year, each member shall complete an education request form indicating his/her intention to enroll in continuing education for the following calendar year. The member shall indicate his/her name, degree sought, the courses to be taken in the following calendar year, and an explanation as to how such course of study relates to the employee's job responsibilities. All such requests shall be subject to the approval of the division/department head, which approval must be obtained in writing before enrolling the course(s).

Section 31.4. Reimbursement Eligibility: To be eligible for reimbursement, the member must have successfully completed the course with a grade of "C" or better. Reimbursement will be made within 30 days following receipt of the following information.

1. A transcript or grade report
2. A receipt indicating the amount of tuition paid by the member.
3. An authorization form permitting the City to deduct the amount of the reimbursement from his/her final paycheck should the member terminate his/her employment within one (1) year of completing the course, for whatever reason. In the event the final check(s) do not cover the tuition reimbursed the member by the City, the member will be required to make payment to the City to the extent the tuition reimbursed exceeds the final check(s).

Section 31.5. Requirements: In order to be eligible for tuition reimbursement, the member must have one (1) year of continuous service with the City and must have obtained each of the various certifications required in the member's job description.

Section 31.6. Training and Licensing: The City agrees to continue the practice of paying the cost of training and licenses for job related certification. Management reserves the right to approve for job-relatedness.

ARTICLE 32
DURATION

Section 32.1. Duration: All provisions of this Contract shall be effective July 18, 2016, and shall remain in effect through January 26, 2019 and shall continue thereafter for successive periods of 12 months, unless either party to this Contract, on or before 150 calendar days prior to the expiration of such period, notifies the other party in writing of its intention to terminate this Agreement or to amend any terms thereof.

Section 32.2. Upon the delivery of the notice of either party's intent to terminate this Contract or to amend any terms thereof, the parties shall meet with respect to a new Contract. Such meeting shall be held sufficiently in advance of the expiration date so as to enable the parties to attempt to reach an agreement no later than 46 days prior to expiration. The parties shall meet and exchange proposals at least 120 calendar days prior to the expiration date.

ARTICLE 33
STANDBY RESPONSIBILITY AND PROCEDURES

"Public Service Employees" of this bargaining unit, typically involved in the daily maintenance of the city infrastructure, are employed for the sole purpose of maintaining these services for the health and safety of the public. These employees are therefore required to observe the existing call-in procedure as an inherent responsibility of their respective job duties. All employees are expected to make themselves readily available for emergency situations that may arise on any given day and at any given time.

Section 33.1. Standby Status: Communication devices will be issued weekly to Public Service Department employees. One (1) will be for coverage of Utility Maintenance calls; one (1) will be issued for Public Service Maintenance calls; one (1) will be issued to an equipment operator; and one (1) for the Wastewater Plant.

A communication device will only be issued to the equipment mechanic when the equipment mechanic supervisor is not available for one week or longer. The equipment mechanic will be compensated eight (8) hours for carrying the communication device and responding. This compensation is in addition to compensation for working as a temporary supervisor during the same timeframe.

A communication device will only be issued to a water treatment plant operator when the supervisor is not available for one week or longer. The water treatment plant operator will be compensated eight (8) hours for carrying the communication device and responding. This compensation is in addition to compensation for working as a temporary supervisor during the same timeframe.

The purpose of issuing communication devices to the workforce is to ensure adequate response to after-hours, Public Service operational needs. Public Service employees must report to duty within a reasonable about of time. In cases of emergency, management reserves the right to make alternate calls if the standby employee is unable to respond within an acceptable amount of time.

Section 33.2. Standby Compensation: Compensation for carrying the communication device and responding will be eight (8) hours regular pay.

Section 33.3. Procedures:

STEP A. Public Service employees will continue to be rotated in their respective list. The top employee on each list will be responsible for "covering" their respective list either by carrying the communication device themselves or finding someone else in their list to carry it for them as approved by the supervisor. That person will be on stand-by for all "call-ins" for that list for the week beginning at the end of his normal shift on Monday (Tuesday – WWTP) and continuing for all non-regular hours until he/she reports to work on the

following Monday (Tuesday – WWTP). The top person on each list will rotate to the bottom of their list every Monday (Tuesday – WWTP), or in case of a Monday (Tuesday – WWTP) holiday, the first workday of the new week. These lists will be updated by the supervisors and sent to Central Communication every Monday (Tuesday – WWTP).

STEP B. In case of an urgent call for maintenance services, Central Communications will determine the nature of the call and contact the appropriate on-call employee. If there is no answer, then dispatch will proceed to the backup list as indicated below;

	First	Second	Third
1.	Public Service	Utility Service	Operator
2.	Utility Service	Public Service	Operator
3.	Operator	Operator	Backup Operator

Back up operators are able to carry the pager in the event that no other operator wants to carry the pager for the week.

Section 33.4. Additional Personnel: If additional personnel are required, the device carrier will use the appropriate call-out list to staff the project. Any new calls that come in while the device carrier is called in will go to the device carrier in the affected list. At the completion of the project, the device carrier will inform dispatch and ask if there are any other calls for their department before leaving duty.

Section 33.5. Device forfeiture: If the device carrier is scheduled to be absent for any part of the week, he/she will be responsible to make arrangements with another employee to cover his/her absence. If the device carrier misses any two weekdays or any part of the weekend starting with Friday (i.e., sick) during the standby week, he/she will forfeit his/her Standby Compensation for the week. If the device carrier is incapacitated for any part of the week, the supervisor will make an assignment with another employee to cover his/her absence following the existing list for that week. In case of emergency involving the device carrier, dispatch can be notified to use the backup list. If a call is not responded to within a reasonable amount of time, the employee forfeits the standby compensation.

Section 33.6. Compliance: The standby employee will comply with current call-in procedures.

ARTICLE 34
FAMILY AND MEDICAL LEAVE ACT

Section 34.1. Family and Medical Leave Act: For the purposes of implementing the provisions of the Family and Medical Leave Act (FMLA), the time period for calculating the benefit year will be a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken. Employees are required to submit all necessary paperwork in compliance with the Act and any incidental costs associated with completion of the paperwork is the responsibility of the employee.

Family or Medical Leave approved in accordance with the Act will be used concurrently with available paid leave before any leave becomes unpaid.

An employee must follow the usual and customary call-in procedures for reporting an absence, absent unusual circumstances.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 (as amended) and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

ARTICLE 35
ATTENDANCE

Definitions:

Absence: Absence is defined as work time lost when an employee does not work as scheduled. When an employee is absent for thirty (30) minutes or more of his/her scheduled shift it will count as one (1) Absence Occurrence unless the absence is one of the Exceptions set forth below. Consecutive days of absence for the same reason will count as one (1) occurrence.

Tardy: Tardy occurs when an employee is not present, and ready to begin working, within thirty (30) minutes of his/her scheduled start time. Each tardy will count as one (1) Tardy Occurrence unless the absence is one of the Exceptions set forth below.

Early Departure: When an employee leaves work or ceases working less than thirty (30) minutes before his/her shift is over it will count as (1) Tardy Occurrence unless the Early Departure is one of the Exceptions set forth below.

No Call/No Show: No call/no show occurs when an employee failed to notify his/her supervisor and does not report to work as scheduled. This may result in corrective action up to and including termination following investigation of the situation.

Notification: In the event of an expected absence, employees must notify their supervisor at least one (1) hour before their scheduled start time. If their supervisor is not available, employees must leave a voice or email message for their supervisor. Employees are responsible for keeping their supervisor informed as to when they expect to return to work. This procedure applies when employees are going to be absent or tardy. Employees must provide a reason for their absence or tardiness.

Exceptions: Time away from work approved for the following reasons will not count as an occurrence:

1. Approved family and/or medical leaves of absence (FMLA);
2. Pre-scheduled and pre-approved use of the following paid leave: vacation, sick leave, personal or compensatory time;
3. Military leave;
4. Leave for Jury Duty;
5. Approved Bereavement leave;
6. Approved Injury Leave

Corrective Action: Four (4) or more Absence Occurrences or four (4) or more Tardy Occurrences in a rolling 12-month calendar measured backward will result in the corrective action below that coincides with the number of occurrences. Absence Occurrences and Tardy Occurrences shall not be combined for purposes of progressive discipline. Occurrences shall fall off the applicable category 12 months from the date of the occurrence.

Occurrences	Correction Action
4 Occurrences	Counseling
5 Occurrences	Verbal Warning
7 Occurrences	Written Warning
9 Occurrences	Final Written Warning
10 Occurrences	Termination

APPENDIX A
AFSCME AGREEMENT

July 17, 2016 through January 28, 2017

Year 1 – 2.25%

Compensation is based on the hourly rate. Bi-weekly and Annual amounts are computed on a forty-hour workweek, fifty-two weeks per annum basis.

RANGE		A	B	C	D	E	F
109	Hourly	$16.27	$17.59	$18.44	$19.18	$20.07	$20.88
	Bi-Weekly	$1,301.60	$1,407.20	$1,475.20	$1,534.40	$1,605.60	$1,670.40
	Annually	$33,841.60	$36,587.20	$38,355.20	$39,894.40	$41,745.60	$43,430.40
110	Hourly	$17.07	$18.44	$19.18	$20.07	$20.88	$21.86
	Bi-Weekly	$1,365.60	$1,475.20	$1,534.40	$1,605.60	$1,670.40	$1,748.80
	Annually	$35,505.60	$38,355.20	$39,894.40	$41,745.60	$43,430.40	$45,468.80
111	Hourly	$17.77	$19.18	$20.07	$20.88	$21.86	$22.83
	Bi-Weekly	$1,421.60	$1,534.40	$1,605.60	$1,670.40	$1,748.80	$1,826.40
	Annually	$36,961.60	$39,894.40	$41,745.60	$43,430.40	$45,468.80	$47,486.40
112	Hourly	$18.73	$20.07	$20.88	$21.86	$22.83	$23.76
	Bi-Weekly	$1,498.40	$1,605.60	$1,670.40	$1,748.80	$1,826.40	$1,900.80
	Annually	$38,958.40	$41,745.60	$43,430.40	$45,468.80	$47,486.40	$49,420.80
113	Hourly	$19.54	$20.88	$21.86	$22.83	$23.76	$24.85
	Bi-Weekly	$1,563.20	$1,670.40	$1,748.80	$1,826.40	$1,900.80	$1,988.00
	Annually	$40,643.20	$43,430.40	$45,468.80	$47,486.40	$49,420.80	$51,688.00
114	Hourly	$20.44	$21.86	$22.83	$23.76	$24.85	$26.03
	Bi-Weekly	$1,635.20	$1,748.80	$1,826.40	$1,900.80	$1,988.00	$2,082.40
	Annually	$42,515.20	$45,468.80	$47,486.40	$49,420.80	$51,688.00	$54,142.40
115	Hourly	$21.44	$22.83	$23.76	$24.85	$26.03	$27.13
	Bi-Weekly	$1,715.20	$1,826.40	$1,900.80	$1,988.00	$2,082.40	$2,170.40
	Annually	$44,595.20	$47,486.40	$49,420.80	$51,688.00	$54,142.40	$56,430.40
116	Hourly	$22.40	$23.76	$24.85	$26.03	$27.13	$28.43
	Bi-Weekly	$1,792.00	$1,900.80	$1,988.00	$2,082.40	$2,170.40	$2,274.40
	Annually	$46,592.00	$49,420.80	$51,688.00	$54,142.40	$56,430.40	$59,134.40
117	Hourly	$23.48	$24.85	$26.03	$27.13	$28.43	$29.66
	Bi-Weekly	$1,878.40	$1,988.00	$2,082.40	$2,170.40	$2,274.40	$2,372.80
	Annually	$48,838.40	$51,688.00	$54,142.40	$56,430.40	$59,134.40	$61,692.80
118	Hourly	$24.55	$26.03	$27.13	$28.43	$29.66	$31.16
	Bi-Weekly	$1,964.00	$2,082.40	$2,170.40	$2,274.40	$2,372.80	$2,492.80
	Annually	$51,064.00	$54,142.40	$56,430.40	$59,134.40	$61,692.80	$64,812.80

APPENDIX A
AFSCME AGREEMENT

January 29, 2017 through January 27, 2018

Year 2 – 2.0%

Compensation is based on the hourly rate. Bi-weekly and Annual amounts are computed on a forty-hour workweek, fifty-two weeks per annum basis.

RANGE		A	B	C	D	E	F
109	Hourly	$16.60	$17.94	$18.81	$19.56	$20.47	$21.30
	Bi-Weekly	$1,328.00	$1,435.20	$1,504.80	$1,564.80	$1,637.60	$1,704.00
	Annually	$34,528.00	$37,315.20	$39,124.80	$40,684.80	$42,577.60	$44,304.00
110	Hourly	$17.41	$18.81	$19.56	$20.47	$21.30	$22.30
	Bi-Weekly	$1,392.80	$1,504.80	$1,564.80	$1,637.60	$1,704.00	$1,784.00
	Annually	$36,212.80	$39,124.80	$40,684.80	$42,577.60	$44,304.00	$46,384.00
111	Hourly	$18.13	$19.56	$20.47	$21.30	$22.30	$23.29
	Bi-Weekly	$1,450.40	$1,564.80	$1,637.60	$1,704.00	$1,784.00	$1,863.20
	Annually	$37,710.40	$40,684.80	$42,577.60	$44,304.00	$46,384.00	$48,443.20
112	Hourly	$19.10	$20.47	$21.30	$22.30	$23.29	$24.24
	Bi-Weekly	$1,528.00	$1,637.60	$1,704.00	$1,784.00	$1,863.20	$1,939.20
	Annually	$39,728.00	$42,577.60	$44,304.00	$46,384.00	$48,443.20	$50,419.20
113	Hourly	$19.93	$21.30	$22.30	$23.29	$24.24	$25.35
	Bi-Weekly	$1,594.40	$1,704.00	$1,784.00	$1,863.20	$1,939.20	$2,028.00
	Annually	$41,454.40	$44,304.00	$46,384.00	$48,443.20	$50,419.20	$52,728.00
114	Hourly	$20.85	$22.30	$23.29	$24.24	$25.35	$26.55
	Bi-Weekly	$1,668.00	$1,784.00	$1,863.20	$1,939.20	$2,028.00	$2,124.00
	Annually	$43,368.00	$46,384.00	$48,443.20	$50,419.20	$52,728.00	$55,224.00
115	Hourly	$21.87	$23.29	$24.24	$25.35	$26.55	$27.67
	Bi-Weekly	$1,749.60	$1,863.20	$1,939.20	$2,028.00	$2,124.00	$2,213.60
	Annually	$45,489.60	$48,443.20	$50,419.20	$52,728.00	$55,224.00	$57,553.60
116	Hourly	$22.85	$24.24	$25.35	$26.55	$27.67	$29.00
	Bi-Weekly	$1,828.00	$1,939.20	$2,028.00	$2,124.00	$2,213.60	$2,320.00
	Annually	$47,528.00	$50,419.20	$52,728.00	$55,224.00	$57,553.60	$60,320.00
117	Hourly	$23.95	$25.35	$26.55	$27.67	$29.00	$30.25
	Bi-Weekly	$1,916.00	$2,028.00	$2,124.00	$2,213.60	$2,320.00	$2,420.00
	Annually	$49,816.00	$52,728.00	$55,224.00	$57,553.60	$60,320.00	$62,920.00
118	Hourly	$25.04	$26.55	$27.67	$29.00	$30.25	$31.78
	Bi-Weekly	$2,003.20	$2,124.00	$2,213.60	$2,320.00	$2,420.00	$2,542.40
	Annually	$52,083.20	$55,224.00	$57,553.60	$60,320.00	$62,920.00	$66,102.40

APPENDIX A
AFSCME AGREEMENT

January 28, 2018 through January 26, 2019

Year 3 – 2.0%

Compensation is based on the hourly rate. Bi-weekly and Annual amounts are computed on a forty-hour workweek, fifty-two weeks per annum basis.

RANGE		A	B	C	D	E	F
109	Hourly	$16.93	$18.30	$19.19	$19.95	$20.88	$21.73
	Bi-Weekly	$1,354.40	$1,464.00	$1,535.20	$1,596.00	$1,670.40	$1,738.40
	Annually	$35,214.40	$38,064.00	$39,915.20	$41,496.00	$43,430.40	$45,198.40
110	Hourly	$17.76	$19.19	$19.95	$20.88	$21.73	$22.75
	Bi-Weekly	$1,420.80	$1,535.20	$1,596.00	$1,670.40	$1,738.40	$1,820.00
	Annually	$36,940.80	$39,915.20	$41,496.00	$43,430.40	$45,198.40	$47,320.00
111	Hourly	$18.49	$19.95	$20.88	$21.73	$22.75	$23.76
	Bi-Weekly	$1,479.20	$1,596.00	$1,670.40	$1,738.40	$1,820.00	$1,900.80
	Annually	$38,459.20	$41,496.00	$43,430.40	$45,198.40	$47,320.00	$49,420.80
112	Hourly	$19.48	$20.88	$21.73	$22.75	$23.76	$24.72
	Bi-Weekly	$1,558.40	$1,670.40	$1,738.40	$1,820.00	$1,900.80	$1,977.60
	Annually	$40,518.40	$43,430.40	$45,198.40	$47,320.00	$49,420.80	$51,417.60
113	Hourly	$20.33	$21.73	$22.75	$23.76	$24.72	$25.86
	Bi-Weekly	$1,626.40	$1,738.40	$1,820.00	$1,900.80	$1,977.60	$2,068.80
	Annually	$42,286.40	$45,198.40	$47,320.00	$49,420.80	$51,417.60	$53,788.80
114	Hourly	$21.27	$22.75	$23.76	$24.72	$25.86	$27.08
	Bi-Weekly	$1,701.60	$1,820.00	$1,900.80	$1,977.60	$2,068.80	$2,166.40
	Annually	$44,241.60	$47,320.00	$49,420.80	$51,417.60	$53,788.80	$56,326.40
115	Hourly	$22.31	$23.76	$24.72	$25.86	$27.08	$28.22
	Bi-Weekly	$1,784.80	$1,900.80	$1,977.60	$2,068.80	$2,166.40	$2,257.60
	Annually	$46,404.80	$49,420.80	$51,417.60	$53,788.80	$56,326.40	$58,697.60
116	Hourly	$23.31	$24.72	$25.86	$27.08	$28.22	$29.58
	Bi-Weekly	$1,864.80	$1,977.60	$2,068.80	$2,166.40	$2,257.60	$2,366.40
	Annually	$48,484.80	$51,417.60	$53,788.80	$56,326.40	$58,697.60	$61,526.40
117	Hourly	$24.43	$25.86	$27.08	$28.22	$29.58	$30.86
	Bi-Weekly	$1,954.40	$2,068.80	$2,166.40	$2,257.60	$2,366.40	$2,468.80
	Annually	$50,814.40	$53,788.80	$56,326.40	$58,697.60	$61,526.40	$64,188.80
118	Hourly	$25.54	$27.08	$28.22	$29.58	$30.86	$32.42
	Bi-Weekly	$2,043.20	$2,166.40	$2,257.60	$2,366.40	$2,468.80	$2,593.60
	Annually	$53,123.20	$56,326.40	$58,697.60	$61,526.40	$64,188.80	$67,433.60

APPENDIX B
LUMP SUM PAYMENTS

	FullName	JobTitle	
1331006	GALLIGER, CHAD H.	WWTP OPERATOR I	634.08
1331004	LEAMING, MARK A.	WWTP OPERATOR I	670.76
1331003	PAGE, TODD A.	WWTP OPERATOR I	770.30
1331009	SMITH, ROBERT E.	LAB TECH I	162.48
1331002	TURNER, RICHARD V.	LAB TECH II	788.00
1332008	BAKER, RYAN J.	MAINT WORKER	561.81
1332001	HUGHES, ROBERT W.	EQUIP OPERATOR	681.23
1332010	JONES, ADAM	MAINT WORKER	535.60
1332009	LIVINGSTON, JAMES M.	MAINT WORKER	618.82
1332007	MUTERSPAW, JUSTIN A.	MAINT WORKER	618.82
1332003	REEVES, CHARLES E.	MAINT WORKER	670.46
1332002	ROGERS, WILLIAM A.	EQUIP OPERATOR	771.91
1333004	MORRIS, STEVEN L.	STREET SWEEPER	646.20
1336004	AULT, BRADLEY T.	W/W PLT OPER II	777.80
1336003	SHINGLETON, JOHNNY K.	WWTP OPER I	692.54
1336002	WINNER, BERNARD D.	WWTP OPER I	670.76
1337001	HUSSONG, JOHN	WTP OPER 1	682.62
1337014	HUTCHISON, GARY L.	WTP OPER 1	676.43
1337011	MESHULAM, DAVID S.	WTP OPER 1	716.77
1337007	MILLS, CRAIG A.	WTP OPERATOR II	829.01
1337012	SUTTER, STANLEY U. JR	WTP OPER 1	708.68
1338017	BLACKBURN, JOSHUA C.	MAINT WORKER	580.10
1338018	BRANNUM, CODY W.	MAINT WORKER	279.45
1338006	COLLINS, JOHN R.	EQUIP OPERATOR	704.40
1338001	CRESWELL, MICHAEL E.	MAINT WORKER	618.82
1338011	DOERNER, SHANNON W.	MAINT WORKER	555.58
1338010	FERRELL, MARK O.	MAINT WORKER	619.58
1338002	FRENCH, DAVID W.	EQUIP OPERATOR	670.53
1338016	KELL, JOSHUA P.	MAINT WORKER	666.76
1338014	SMITH, RODNEY D.	ELECTRICIAN	824.35
1338008	TEMPLETON, RICHARD J.	MAINT WORKER	618.82
1338012	WILLIAMSON, NICHOLAS B.	MAINT WORKER	510.23
1441008	BUCKWALTER, WILLIAM E.	MAINT WORKER	634.22
1441003	MILLER, LARRY D.	MAINT WORKER	618.82
1441004	RANDALL, STANLEY E.	MAINT WORKER	630.44
1442001	ENGLE, WILLIAM J.	MAINT WORKER	619.63
1442003	HUSTON, JOHN B. JR	MAINT WORKER	584.19
1446003	FERGUSON, JOEL D.	EQUIP MECH	645.53

IN WITNESS WHEREOF, the parties hereto have set their hands this 10th day of July 2016.

CITY OF XENIA, OHIO

Brent W Merriman
City Manager

Mark A. Bazelak
Finance Director

Ryan Duke
Assistant City Manager

Jackie Potter
Human Resources Director

Jason Lake
Assistant Finance Director

Chris Berger
Director of Public Service/City Engineer

Ray Ferrell
Public Service Maintenance Supervisor

APPROVED AS TO FORM:

Joshua Schierloh
City Law Director

AFSCME, OHIO COUNCIL 8, and LOCAL 101, XENIA CHAPTER

Steve L. Morris
Chapter Chairperson

Mark Ferrell
Chief Steward

Brad Ault
Negotiating Team

Mike Creswell
Negotiating Team

Craig Mills
Negotiating Team

Scott Thomasson
Representative, Ohio Council 8 and Local 101