

11-MED-08-1074

1719-04

K # 27826

**STREETS AND PARKS DEPARTMENT CONTRACT**

**BETWEEN**

**CITY OF MORAINÉ  
AND**

**DAYTON PUBLIC SERVICE UNION  
OHIO COUNCIL 8  
LOCAL 101  
AFSCME, AFL-CIO**

**Effective September 1, 2011**

**Expires August 31, 2014**

*SERB*  
**received**  
*8/20*

*2011 NOV. 25*

*P 2:53*

10-MED-10-1388

11-MED-08-1074

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 2004

Resolution No. 6714-11 Passed OCTOBER 13, 20 11

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MORaine AND THE DAYTON PUBLIC SERVICE UNION, OHIO COUNCIL 8, LOCAL 101, AFSCME, AFL-CIO FOR DESIGNATED EMPLOYEES IN THE STREET AND PARKS DEPARTMENT BARGAINING UNIT FOR THE PERIOD SEPTEMBER 1, 2011 THROUGH AUGUST 31, 2014

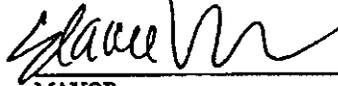
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

**SECTION 1:** That the appended Collective Bargaining Agreement between the City of Moraine and the Dayton Public Service Union, Ohio Council 8, Local 101, AFSCME, AFL-CIO for designated employees in the Street and Parks Department bargaining unit for the period September 1, 2011 through August 31, 2014, is hereby approved and the City Manager is authorized to execute said Agreement on behalf of the City.

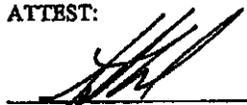
**SECTION 2:** That the Clerk be and is hereby authorized and directed to forward a certified copy of this Resolution to the City Manager, Finance Director and Street and Parks Superintendent.

**SECTION 3:** That this Resolution shall take effect and be in force from and after the date of its passage.

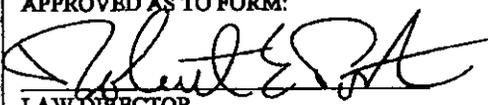
APPROVED:

  
MAYOR

ATTEST:

  
CLERK OF COUNCIL

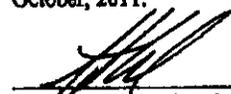
APPROVED AS TO FORM:

  
LAW DIRECTOR

CERTIFICATE OF THE CLERK

I, Stephen M. French, Clerk of the City of Moraine, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. 6714-11 passed by the Moraine City Council on the 13th day of October 2011.

IN TESTIMONY WHEREOF, witness my hand and official seal this 13th day of October, 2011.

  
Stephen M. French, MMC, CRM

2011 NOV 25 P 2:52

STATE EMPLOYMENT  
RELATIONS BOARD

This Agreement, made and entered into by and between the City of Moraine, hereinafter referred to as the City, and the Dayton Public Service Union, Ohio Council 8, Local 101, AFSCME, AFL-CIO, hereinafter referred to as the Union. In consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

#### **Article 1 - Preamble**

1.01 Both parties mutually agree that their objective is for the good and welfare of the City and Union members alike. Both parties further agree that in the interest of the collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

#### **Article 2 - Recognition**

2.01 The City recognizes the Union as the exclusive collective bargaining representative solely with respect to rates of pay, fringe benefits and other conditions of employment as set forth in this Agreement, for the employees in the following described bargaining unit:

All regular full-time blue collar employees of the City, employed in the department of Public Service, Division of Streets and Parks, regardless of job assignments; but excluding probationary employees with less than six months' service, temporary, seasonal and part-time employees, unclassified employees, management and supervisory employees.

2.02 "Part time" employees are defined as employees regularly scheduled for thirty (30) hours or less per week and "seasonal employees" are defined as employees hired to work four (4) months or less. Probationary employees are defined as newly hired full time employees normally scheduled to work forty (40) hours per week and hired with the intention of becoming a regular full-time employee after completion of their six (6) month probationary period.

2.03 There shall be no discrimination by the City or the Union against any employee on the basis of such employee's membership in or non-membership in the Union.

2.04 The City will withhold the regular monthly Union dues of any Union member from the available wages earned by such Union member during each pay period and transmit the same to the Union by the tenth (10th) of the month following the month in which they were withheld, upon presentation of a written "Authorization for Payroll Deduction" individually and voluntarily completed and executed in a form acceptable to the City.

The City agrees to provide an alphabetical listing, on separate lists, of the names of union dues payers and/or fair share payers, as part of the monthly submission of said

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dues or fair share fees and include said list(s) as part of the monthly submission to the Union.

2.05 Any "Authorization for Payroll Deduction" executed by any Union member shall be irrevocable for a period of one (1) year or for the remaining period of this Agreement, whichever date occurs first, and shall be automatically renewed and irrevocable for successive periods of one (1) year or for the period of each succeeding collective bargaining agreement between the City and the Union, whichever shall be shorter, unless written notice to revoke such "Authorization for Payroll Deduction" is given by the employee to the City not more than thirty (30) days and not less than five (5) days prior to the expiration of any such one (1) year period or the expiration of any such collective bargaining agreement.

2.06 The Union agrees to indemnify and save the City harmless against any and all claims that shall arise out of or by reasons of action taken by the City in reliance upon the "Authorization of Payroll Deduction" cards submitted by the Union to the City.

2.07 All employees in the bargaining unit who have completed their probationary status and are not members in good standing of the Union are required to pay to the Union a fair share fee as provided for, and determined by the provisions of §4117.09(C) of the Ohio Revised Code. The fair share fee amount shall be certified to the City 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 securing or retaining employment or any benefits under this Agreement. No authorization is required from the employee in order to deduct the fair share fee from his pay and transmit it to the Union. The Union represents to the City that it has in existence an appropriate rebate procedure.

2.08 P.E.O.P.L.E. Fund The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding this deduction. The Union hereby agrees that it will indemnify and hold the Employer harmless of any claims, actions or proceedings by any Employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the PEOPLE's Fund their disposition thereafter shall be the sole and exclusive obligation and responsibility of the PEOPLE's Fund.

### **Article 3 - Management Security**

3.01 It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- A. The right to determine matter of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. The right to direct, supervise, evaluate or hire employees;
- C. The right to maintain and improve the efficiency and effectiveness of governmental operations;
- D. The right to determine the methods, process, means or personnel by which the governmental operations of the City are to be conducted;
- E. The right to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. The right to determine the adequacy of the work force;
- G. The right to determine the mission, policies, and to set forth all standards of service offered to the public;
- H. The right to effectively manage the work force of the City; and
- I. The right to take any and all actions necessary to carry out the mission of the City as a governmental unit.

3.02 The City will take no action by reason of Paragraph 3.01 as to unlawfully discriminate against any employee. Any complaint of discrimination shall be subject to the grievance procedure set forth in Article 13.

3.03 Neither the Union nor any bargaining unit member shall take part in, cause, or aid any strike, slow down, picketing, or any other interference with the operation of the City. In addition to other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline any bargaining unit member violating this section. During the term of this Agreement, the City will engage in no lockout of the bargaining unit members covered by this Agreement.

3.04 The use of part-time employees or outside contractors in the performance of work which has been or will be performed by employees shall be at the discretion of the City, provided such action does not result in the lay-off or reduction of the forty (40) hour work week of any employee in the bargaining unit. Further, bargaining unit members shall not be responsible for the transportation, supervision or monitoring of court ordered community service workers. In addition, community service workers shall be under proper supervision, as required by law at all times.

3.05. This provisions of this Agreement shall supersede all rights provided to employees under the City's Merit Service Rules and Regulations.

#### **Article 4 - Union Business**

4.01 The Union shall, within three working days, certify in writing to the City Manager the names of one (1) Union Steward and one (1) Alternate Steward who shall act only in the absence of the Steward.

4.02 Bulletin Boards. Bulletin boards are presently provided, and may be installed in the future by the City, may be used by the Union for posting notices of the following types:

- A. Recreational and social events
- B. Elections and election results
- C. General membership meetings and other related business meetings
- D. General Union business of interest to members

Any bulletins or notices considered inflammatory, political or devoted to Union organizing and grievance matters will not be permitted on any City bulletin boards, nor will they be permitted to be displayed in City offices, facilities, equipment, etc. If such inflammatory, political or organizing notices appear on said bulletin boards, they shall be removed by management.

4.03 The Union Steward, or in his absence, the Alternate Steward, may meet with bargaining unit members for the investigation and processing of grievances, provided he first receives permission from the Superintendent of Streets or his designee. Such permission shall not be unreasonably denied. Pursuant to advance arrangement with the City Manager, a Union Staff representative and the Union Steward, or in his absence, the Alternate Steward, may meet with management concerning matters of concern to the Union covered under the provisions of this agreement. A Union Steward or bargaining unit member shall suffer no loss in pay for the above defined activities. All other Union activity shall be conducted by bargaining unit member's during off-duty periods.

4.04 The Staff Representative of the Union may consult with members of the bargaining unit and be admitted to the City's facilities at all reasonable times upon prior notification to the Superintendent of Streets or his designee. The Staff Representative shall not interfere with any bargaining unit member's work assignment.

4.05 It is understood that the privileges granted above does not authorize employees to be absent from their jobs without authorization granted by their immediate supervisor.

4.06 The City shall notify the Union in writing whenever any new employees are hired and whenever any employees are terminated.

4.07 Before a supervisor conducts or continues a disciplinary meeting with a bargaining unit member wherein it becomes evident that a written reprimand, suspension, or dismissal is likely to result, the supervisor shall give notice to the bargaining unit member of his right to have the Steward represent him. At the employee's request, no disciplinary action defined above shall be taken until such time as the bargaining unit member's Steward can be present at the disciplinary meeting.

#### **Article 5 - Wages**

5.01 The wage rates in effect for bargaining unit members are shown in Addendum #1 and Addendum #2 to this Agreement.

Employees participating in the Ohio Public Employees Retirement System ("PERS") shall be required to contribute a percent of their earnings to PERS as required by applicable law. Such contribution shall be deducted from the employee's pay and forwarded to PERS. If permitted by applicable law, such deductions will be structured so that they are "pre-tax" in order to defer income taxes on such contributions. (See Side Agreement #4).

5.02 Employees shall serve a probationary period of six (6) months. Step increases for Steps B and C will be 6 months. All other Steps will be every twelve months on the employee's anniversary date.

5.03 Step-rate increases shall not be automatic. They require a recommendation from the Department Head approved by the City Manager. All evaluation reports will contain a copy that the City will provide to the employee at the time the evaluation is completed.

5.04 Any person denied a step increase shall be notified by the Department Head with a copy to the City Manager. The employee will be given specific reasons for being denied said increase. Denial of a raise is subject to grievance.

5.05 Longevity pay shall be provided for all bargaining unit members who have served the City of Moraine not less than ten (10) years preceding the effective date of

any longevity payment. Payment for longevity will be made once a year on a regular pay day occurring between the first and fifteenth of December. The dates on which longevity will be computed will be December 31, of the year payment is made. The payment will be made as follows:

10 years	10 hours pay
15 years	15 hours pay
20 years	25 hours pay
25 years	30 hours pay

5.06 Effective January 1, 2003, upon thirty (30) days prior notice, the City may require employees to designate up to three (3) financial institutions for purposes of implementing direct deposit of paychecks.

#### **Article 6 - Hours of Work**

6.01 The normal schedule of hours for all employees other than Maintenance Workers I, II and/or III while performing Park related maintenance shall be eight (8) consecutive hours per day not counting an unpaid 1/2 hour lunch break, five (5) consecutive days Monday through Friday. A day shall be defined as 12:01 a.m. to 12:00 midnight and a week shall be defined as beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday.

For Maintenance Worker I, II and III employees performing Park maintenance, the normal schedule of hours shall be eight (8) consecutive hours per day not counting an unpaid 1/2 hour lunch break for five (5) consecutive days, provided however, that an employee's regularly scheduled work week shall provide for at least one (1) weekend (Saturday or Sunday) day off. A day shall be defined as 12:01 a.m. to 12:00 midnight and for purposes of payroll, a week shall be defined as beginning at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday.

6.02 The normal starting time of employees is 7:00 a.m. year round.

6.03 The City will pay overtime at the rate of time and one-half (1-1/2) for all hours worked over forty (40) in any regular work week or eight (8) hours in any regular work day. The City will pay overtime at the rate of time-and-one-half (1-1/2) for all hours worked on Saturday and at the rate of double-time for all hours worked on Sunday. The City will pay double-time for all hours work on holidays, in addition to employee's regular holiday pay.

6.04 The City has the right to determine the scheduling of overtime provided that prescheduled and call in overtime opportunities shall be distributed as equally as possible and practical among all qualified employees within each classification each ninety (90) days. An overtime list will be established and maintained by the supervisor. Employees with the least amount of charged overtime shall be called first whenever an overtime opportunity arises. In the event an employee cannot be contacted, or refuses,

he/she shall be charged with the time as if worked so long as a good faith effect has been made by the City to contact the eligible employee (s). If an employee is on an approved leave under thirty (30) days, he/she will enter the time equalization group with average hours. Time equalization charts will continue to be posted in a conspicuous location in the department and will be maintained on a current basis. The Supervisor shall post and keep current a list showing the hours actually worked by the employees and the hours charged to the employees. If at the end of each ninety (90) days, there is more than a ten-hour difference among employees in the same classification, employees with the least overtime will be granted overtime opportunities to insure their total hours are within ten hours or less of other employees in the same classification.

The City reserves the right to require an employee to work overtime up to two (2) full consecutive eight (8) hour shifts within each twenty-four (24) hours when an emergency has been declared by the Street Superintendent or other authorized official of the City.

**6.05 Call-In.**

- A. Call-in pay is payment for emergency work performed by an employee who has been recalled to work at time disconnected from his normal work day. An employee who is called into work shall receive a minimum of two (2) hours pay at the applicable overtime rate. If an employee is recalled to work between the hours of 11:00 p.m. and 6:00 a.m., he shall receive three (3) hours of pay at the applicable hourly rate. Employees who are held over after normal work hours for overtime shall receive a minimum of one (1) hour's pay. Hold over pay should be for non-emergency as well as emergency work, except that requests by employees to stay over or come in early on a shift will be excluded from these minimum provisions.
- B. For safety reasons, a minimum of two persons will be called in to perform emergency work, except for emergency assignments involving equipment that requires only one person to operate.
- C. Unjustified refusal of an employee to report for an emergency as defined in Article 6.05-D may be the basis for disciplinary action. An employee shall be deemed to have "unjustifiably refused" emergency work if one or more of the following circumstances apply.
  - (1) Refusal to comply with follow-up notification (phone call, etc.) directing employee to report, after initial notifications have not been successful in obtaining necessary manpower.
  - (2) Refusal to comply with Department wide directive to report for emergency work.

(3) Failure to respond to page or other notification device issued by the City to an Employee under the following circumstances:

(a) Employees who cannot be contacted by phone to respond to call for emergency work on two (2) separate, consecutive occasions shall be issued a pager or other communication device and shall be required to respond to such pages until such time as the City is able to successfully contact the Employee by phone on 3 separate, consecutive occasions.

D. For the purpose of this agreement, an "emergency" shall be defined as an unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate action.

6.06 Lunch period. All employees shall be allowed thirty (30) minutes uninterrupted for a scheduled meal. Upon thirty (30) days advance notice to the Union, the City may eliminate the lunch period and instead provide a paid twenty (20) minute on-site meal break near the midpoint of the shift.

6.07 Rest Periods. All employees shall receive two (2) fifteen (15) minute rest periods on each regular shift each workday. The rest period will be scheduled during the middle two (2) hours of each half shift to the extent practicable, but may not be scheduled immediately before or after the meal period or at the start or end of a shift. Employees working overtime shall receive a fifteen (15) minute rest period for each four (4) hours worked.

6.08 Notification Policy. Regular and prompt attendance is essential. Tardiness will result in loss of pay for time missed. Continued tardiness and unexplained absences may result in dismissal. All bargaining unit members, when possible, shall notify the Street Superintendent or his designee no later than one-half hour before the regular starting time that they will be late due to illness or emergency. Said notification should be made by the bargaining unit member personally or if he/she is unable to do so, by a responsible person and be given to the Street Superintendent or the police dispatcher. Failure to follow these procedures will subject a bargaining unit member to disciplinary action. All employees in any leave status for a period in excess of seven (7) calendar days shall notify the Street Superintendent or his designee each Monday morning as to his/her status. Failure to notify will make the bargaining unit member subject to disciplinary action. Any bargaining unit member who fails to notify the Street Superintendent or his designee for any three day consecutive work period will be discharged immediately.

6.09 Compensatory Time.

A. Employees who work overtime may elect to accumulate compensatory time in lieu of receiving overtime pay, at a rate of time and a half or double time, whichever rate applies. Such election must be made in

writing prior to working the overtime, or the employee will receive overtime pay.

- B. Employees will elect in writing twice each year (January 1 and July 1) as to whether to accumulate compensatory time or to receive overtime pay. The employee may revoke the election in writing, but may elect only twice each contract year.
- C. During a calendar year, an employee may carry a compensatory time balance of no more than 80 hours. Subject to that limit, an employee may earn up to 80 new compensatory time hours during the calendar year.
- D. Employees shall be permitted to use accrued compensatory time upon request, provided such request is made within a reasonable period of time in advance of the intended use (at least five (5) days in advance), and further provided the requested time off does not unduly disrupt the City's operations. In the event that a request for the use of comp time would require the City to pay replacement employees on an overtime basis, the parties agree that such requests are not timely made and would, therefore unduly disrupt City operations.
- E. Compensatory time shall be paid at the rate of pay applicable at the time it is used.
- F. Upon termination, the employee shall be paid for all accrued but unused compensatory time, at the employee's final hourly rate of pay, or the employee's average hourly rate of pay for the last three (3) years of employment, whichever is greater.

## **Article 7 - Holidays**

7.01 The Holidays for the employees and the conditions applicable to such holidays shall be New Year's Day, Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. If adopted City Wide, September 11 (Patriot's Day) will be added as a Holiday.

7.02 In order to be eligible to receive holiday pay, an employee must work his last scheduled work day before and his next scheduled work day after such holiday. Approved leave shall be considered as time worked.

7.03 Each employee shall be granted three (3) personal leave days per year. Said days shall be approved in advance by the Department Head. This personal leave day shall not be construed as an additional vacation day. It is for the sole purpose of

conducting business than cannot be conducted on regular time off. Time off for personal business shall be taken in no less than four (4) hour increments.

**Article 8 - Vacations**

8.01 The City shall grant a vacation leave without loss of salary to all full-time employees with at least six (6) months of continuous service in the City in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Leave</u>	<u>Accrual Rate</u>
Upon Completion of six (6) months	5 Days (40 hours) added to employee's vacation bank. Employee then begins to earn vacation at designated accrual rate.	1.54 Hrs/Week
One (1) year but less than five (5) years	10 Days (80 hours)	1.54 Hrs/Week
Five (5) years but less than fourteen (14) years	15 Days (120 hours)	2.31 Hrs/Week
Fourteen (14) years or more	20 Days (160 hours)	3.08 Hrs/Week

Longevity Vacation Days. Bargaining Unit Members shall earn additional longevity vacation days according to the following:

After four (4) years continuous Service	One supplementary Day Annually
After eight (8) years	Two (2) supplementary days annually
After twelve (12) years	Four (4) supplementary days annually
After sixteen (16) years	Six (6) supplementary days annually
After twenty (20) years	Eight (8) supplementary days annually
After twenty five (25) years	Ten (10) supplementary days annually

8.02 An employee shall become eligible for vacation upon completion of six (6) months of continuous service. Thereafter, employees will accrue vacation leave on a weekly basis, and may take vacation after it has been accrued. Employees who are terminated for any reason, or should die prior to their anniversary date, shall be entitled to all accrued but unused vacation. Vacation pay shall be computed on the basis of the employee's pay rate in effect on the pay period immediately preceding the vacation time off period, termination or death.

8.03 The maximum amount of unused vacation leave and longevity days that an employee may accumulate at any given time is that amount which the employee could earn over a three (3) year period at his current rate. Once that maximum is reached the employee will not accrue additional vacation until the balance is reduced.

The City Manager, upon the recommendation of the Street Superintendent, may approve a waiver of this limit on accumulation based on circumstances beyond the control of the employee, and permit additional accumulation provided it is used within a specified time period or authorizes payment in lieu thereof.

8.04 Employees shall be permitted to take a vacation as requested as the work schedule permits. If there is a conflict in scheduling, the employee with the most seniority shall be given first choice for the scheduling of his/her vacation, provided, however, that no employee's request for vacation shall be unreasonably denied.

8.05 Employees entitled to vacation pay shall be permitted to receive such pay prior to their vacation provided however any employee desiring to receive vacation pay in advance shall provide the City with at least five (5) work days notice of such desire as a condition of receiving such pay in advance.

#### **Article 9 - Sick Leave and Funeral Leave**

9.01 Each bargaining unit member achieving non-probationary status prior to July 1, 1994 shall be entitled to sick leave, with pay, at the accumulative rate of one and one-half (1-1/2) days for each calendar month of employment. Sick leave for such members shall be accumulated and shall be added to each member's "account" at the rate of 2.77 hours per week. Each employee achieving non-probationary status on and after July 1, 1994 and prior to January 1, 2005 shall be entitled to sick leave, with pay, at the accumulative rate of one and one-quarter (1-1/4) days for each calendar month of employment. Sick leave for such members shall be accumulated and shall be added to each member's "account" at the rate of 2.31 hours per week. Each employee hired on and after January 1, 2005 shall be entitled to sick leave, with pay, at the accumulative rate of one (1) day for each calendar month of employment. Sick leave for such members shall be accumulated and shall be added to each member's account at the rate of 1.85 hours per week.

Sick leave credits will not accrue during periods when a bargaining unit member or employee is on suspension or in a "leave without pay" status.

9.02 Sick leave may be taken for absence due to illness, injury or exposure to contagious disease that could be communicated to other City employees, or for illness in the employee's immediate family that requires him to be away from work. Immediate family for purposes of this section is spouse, children, step children and parents. In the event an employee is injured on the job and is required to undergo medical treatment or examination before the end of his shift, the employee shall be paid for time lost through

the end of the shift and such paid time shall not be counted against the employee's accrued sick leave.

9.03 In cases of sick leave absences of three (3) days or more; repeated one or two day absences, patterned absences or multiple absences of a single day, an employee may be required to provide a certification of a physician stating the cause for sick leave absence. Said examination shall be at the employee's expense. Sick leave abuse may subject an employee to disciplinary action.

9.04 Bargaining unit members shall not be restricted because of their date of hire as to the total amount of sick leave they may accrue during their employment but shall remain subject to the provisions of Section 9.10 as to amounts paid upon their separation.

9.05 An employee returning from an extended illness or any injury may be required to provide a certificate from his physician stating that he/she is able to perform all duties of his/her classification without restriction.

9.06 Employees shall not request sick leave except in case of actual illness. Violation of this provision shall be considered to be a serious infraction and the basis of disciplinary action in accordance with the rules and regulations of the City.

9.07

- A. Any unused sick leave accrued by employees hired prior to January 1, 2005 in excess of ninety (90) days may be exchanged by bargaining unit members in the ratio of two (2) unused sick leave days for one (1) additional day of paid vacation, not to exceed a maximum of ten (10) days of sick leave exchange for five (5) additional days of vacation in any one calendar year. Conversion of sick leave to vacation will not be charged as sick leave use for purposes of bonus eligibility.
- B. Employees hired on and after January 1, 2005 shall not be entitled to exchange accrued sick leave for vacation.

9.08 An employee who expires while employed by the City of Moraine shall receive from the City the value of employee's unused sick leave computed on the basis of the employee's regular hourly rate of pay and shall be paid to his/her estate.

9.09 Funeral Leave

- A. Employees may be granted paid funeral leave with approval of the Street Superintendent for a maximum of five (5) work days for the death of a spouse or child, to include stepchildren. In the event of a death of an immediate family member, other than spouse or child, the employee may be granted four (4) work days of paid funeral leave. For

purposes of this section, the "immediate family" is defined as: mother, father, sister, brother, grandparent, grandchild, stepparents, stepsiblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of the employee's parent.

- B. Two (2) days of paid leave may be used when the death is that of any other legal relative which shall be defined as: (i) greatgrandparent; (ii) greatgrandchild; (iii) uncle; (iv) aunt; (v) niece; (vi) nephew; and (vii) first cousin.
- C. Funeral leave shall not be charged to sick leave however, sick leave may be used in excess of what is permitted above. This extended leave is at the discretion of the Street Superintendent or his designee.
- D. The City reserves the right to require documentation of the death.
- E. Employees shall use the City Absence Report Form to document funeral leave.
- F. The City Manager in his discretion may permit funeral leave for a death not otherwise qualifying under subsection (A).

#### 9.10 Compensation Upon Separation

- A. A bargaining unit member, hired prior to January 1, 1994, who resigns, retires, or otherwise terminates his employment in good standing, shall be paid for his accumulated sick leave as follows:
  - (1) Under ten years service, no payment
  - (2) Over ten years service, but less than twenty years service, one (1) days pay for each two (2) days of sick leave credit as of the date of termination.
  - (3) Over twenty years of service, one (1) days pay for each two (2) days if sick leave credit was earned during the first twenty years of service, one (1) days pay for each one day of sick leave credit earned after twenty years service until the date of termination. It is specifically understood between the parties that bargaining unit members shall be charged for sick leave taken after twenty years against sick leave earned by them after they have passed twenty years of service.

B. Employees who are hired by the City after January 1, 1994, who resign, retire, or otherwise terminate their employment in good standing shall be paid for accumulated sick leave as follows:

(1) Under ten years, no payment

(2) Over ten years service, but less than twenty (20) years service, one (1) days pay for each three (3) days of sick leave credit up to ninety (90) days total sick leave credit as of the date of termination.

(3) Over twenty (20) years service, one (1) days pay for each three (3) days of sick leave credit up to one hundred eighty (180) days total sick leave as of the date of termination.

9.11 After completion of one (1) year of employment, employees shall receive a cash bonus for unused sick leave in January. The bonuses shall be as follows:

No days used during year	Five (5) days pay
1 Day used during year	Four (4) days pay
2 Days used during year	Three (3) days pay
3 Days used during year	Two (2) days pay
4 Days used during year	One (1) day pay

Donation of sick leave pursuant to Section 5.3 of the City Personnel Policy Manual will not be charged as a sick leave use for purposes of bonus eligibility. This bonus shall be paid in a separate check.

9.12 At the bargaining unit member's request, sick leave termination pay due them shall be paid in three (3) separate checks.

#### **Article 10 - Injury Compensation**

10.01. In the event an employee is injured while on duty and is unable to perform either his regularly assigned duties or those light or transitional duties that may be assigned by the Street Superintendent or his designee and approved by the treating doctor, the injured employee may receive injury leave. Such leave may be provided if the employee notifies his supervisor within 48 hours following the time of the injury, unless the employee is hospitalized. The notification shall include a doctor's statement of the injury description, employee work limitations, and the expected date of return to full or transitional duty. If the employee is hospitalized immediately following the injury, he shall submit the doctor's statement within 5 days after being released from the hospital.

10.02 Upon injury notification, the employee's supervisor will immediately ensure that the employee receives appropriate medical attention, assess the cause of the injury, and identify any hazardous conditions to be corrected. He will also determine that the injury or occupational illness incurred while on duty, and whether the injury is

the result of self-infliction, "horseplay," negligence, or drug or alcohol use. The supervisor will certify that the employee's Injury Report Form is accurate and provide a copy to the employee.

10.03 Provided BWC certifies/allows the claim, then the injured employee may be paid for up to 90 calendar days of injury leave after that date for each industrial injury or occupational disease. While on injury leave, the employee will be placed concurrently on medical leave, per the Family and Medical Leave Act.

10.04 Thereafter, beginning with the 91<sup>st</sup> calendar day of absence due to an injury and having a BWC allowed injury claim, the injured employee is eligible to receive BWC temporary total compensation, and the employee may at his or her option, elect to receive supplemental City compensation to bring the pay rate to his or her base rate. Such supplemental City compensation shall be charged against the employee's accumulated sick leave as long as the employee receives temporary total compensation.

10.05 BWC pays temporary total compensation based on medical evidence from the attending physician. These periodic physician reports ensure the continuous payment of temporary total compensation. BWC will refer injured employees for an examination at various times to determine whether they still qualify for compensation, rehabilitation, and if they are receiving the proper medical treatment. BWC determines whether to continue or cease temporary total compensation based on evidence of the employee's maximum medical improvement (MMI). MMI occurs when an individual's medical condition stabilizes to the point the injured worker's physical or mental condition will not change, despite continued medical treatment and/or rehabilitation.

10.06 If BWC makes a medical determination that the injured employee has reached MMI, is not physically or mentally able to accomplish the full duties of their City position, and will no longer receive temporary total compensation, the employee may elect to use any remaining accumulated paid leave while expeditiously applying for a disability retirement. The City will require the employee to resign as soon as a decision is made by the appropriate pension agency, or the employee has exhausted his/her accumulated paid leave options.

10.07 An employee returning from injury leave must have a doctor's medical release to return to work. To secure this release, the employee must present a statement from the doctor giving the injury description, date of return to work, and certifying that the employee is able to return to work without any restrictions, or with restrictions and possibly perform light duty. The City Manager or his designee may approve an employee returning to work.

10.08 An employee returning to work from injury leave, who has not used the 90 days of injury leave, and who needs to return to their doctor for required follow-up or continuing treatment as a result of the injury, shall be paid injury leave for these doctor visits as long as a doctor's statement is provided to the City for these visits.

10.09 While on paid City injury leave, all benefits (to include seniority) shall be maintained, except as otherwise provided in this Agreement and the City Personnel rules and regulations.

10.10 The City Manager may require the employee to be examined by a physician of the City's choosing, at City cost, to determine the employee's continuation of an approved injury leave, or to resolve any issue about an employee's return to work. This may involve the employee accomplishing a physical ability test or a psychological examination. If an employee refuses to submit to a medical examination, or if the report from the doctor conducting the medical examination concludes that the employee is either not injured or is able to return to work, further injury leave compensation may be denied.

10.11. If the report from the doctor selected by the City is in conflict with the report submitted by the employee's doctor regarding the injury, limitations on the employee's ability to work, or the expected date of return to work, the member shall be examined by a third doctor selected by the City from a list of doctors to be mutually agreed to by both parties. The City will pay for the cost of this examination. The opinion of the third doctor shall determine the employee's injury status at that time.

10.12. No injury leave will be granted to an employee who is off work because of any medical condition that existed prior to the employee's first day of work with the City, including an aggravation or re-injury, off duty injury, or any such pre-existing condition.

10.13. The City Absence Report Form shall be used to record all forms of leave associated with an employee's injury.

## **Article 11 - Insurance**

11.01 Hospitalization and Medical Benefits. All Bargaining Unit Members will be covered by the City of Moraine Health Benefits Plan on the same terms and conditions applicable to all City employees.

11.02 Life Insurance. Each Bargaining Unit Member who elects to be insured under the City life insurance plan shall receive forty thousand dollars (\$40,000) coverage on the Bargaining Unit Member. Any Bargaining Unit Member who elects not to be insured under this plan shall not receive any City contribution for life insurance as salary, wages, compensation, reimbursement or in any other form or manner.

11.03 Optical and Dental Insurance. The City shall provide to each Bargaining Unit Member a comprehensive Optical and Dental Plan, including Aide to Preventive Dentistry.

11.04 Insurance Committee. The parties mutually agree that the cost of providing insurance coverage is continuously increasing. In order to explore ways to contain or reduce insurance premium costs, and to consider replacement insurance to

that set forth herein, a committee of employees consisting of one (1) Bargaining Unit Member and other City employees shall meet at the call of the City Manager.

**11.05 Reimbursement of Out-of-Pocket Expenses** Provided employees maintain a minimum of fifteen days (120 hours) accrued sick leave, during the 30-day period after the close of a calendar quarter employees shall be permitted to exchange accrued sick leave at a ratio of two (2) sick leave days for one (1) day's pay to reimburse employees for out of pocket medical expenses (deductibles and co-insurance) incurred during the previous quarter that are counted toward the annual out-of-pocket maximum (family and/or individual). The maximum reimbursement will be 50 percent of the actual out-of-pocket expense. This sick leave exchange will not count against the City wellness incentive eligibility. It is understood that said payments are subject to all normal withholding requirements and generally are considered taxable income to the recipient.

## **Article 12 - Allowances**

12.01 The City shall provide all employees covered by this Agreement with twelve (12) uniforms, light jackets for warmer weather and a one-time issue of a heavy winter coat with hood for winter weather. The City reserves the right to determine the manner in which this work clothing is provided, to select the uniform rental service, and to select the style and color of the work clothing. The City may enforce regulations as to uniform care and wear. Each individual employee will have the option of obtaining additional uniforms at his own expense.

12.02 Management shall furnish such items as foul weather gear (boots, thermal gloves, rain gear and hard hats) as deemed necessary by the Department Head to protect the employees during working hours.

12.03 Management shall pay by direct deposit to each employee on or before the last pay date in January of each year, two hundred dollars (\$200.00) shoe allowance, provided, that the money must be used toward the purchase of appropriate "Work Shoes" which must meet such OSHA and other standards established by the Safety Committee and which must be worn on the job.

New employees upon completion of their probationary period shall receive a pro-rated amount of the shoe allowance based upon their date of hire as follows:

<b>Date of Hire</b>	<b>Amount of Allowance</b>
January	07/12
February	06/12
March	05/12
April	04/12
May	03/12
June	02/12

July	01/12
August	12/12
September	11/12
October	10/12
November	09/12
December	08/12

12.04 The City will agree to pay up to \$550.00 per calendar year to each mechanic for the upgrade of his tools upon approval by the Street Superintendent and upon the receipt of documentation of cost.

12.05 Mechanics shall be given a five cent (\$.05) per hour certification adjustment for each A.S.E. certification, not to exceed five (5) certifications. For mechanics hired on or after January 1, 1996, they will be given a five cent (\$.05) per hour certification adjustment for each A.S.E. certification, excluding air conditioning, brakes and steering, not to exceed five (5) certifications.

Effective January 1, 2005, all mechanics shall be entitled to receive an additional five cent (\$.05) per hour certification adjustment [over and above the five (5) certification limit] upon certification to work upon Fire Division (pumping) apparatus.

### **Article 13 - Grievance Procedure**

13.01 A grievance is defined as being any dispute or controversy between any bargaining unit member of the Union with the City involving:

- A. The interpretation or application of any of the provisions of this Agreement.
- B. The effect, reasonableness of application of any work rule established and enforced by the City.
- C. The discipline of any bargaining unit member.

13.02 All bargaining unit members should make every effort to settle disputes or controversies with their supervisor without filing a grievance. In the event that an agreement or resolution cannot be reached, the following steps shall be taken with respect to any grievance:

- A. Step 1. The aggrieved bargaining unit member shall present his grievance in writing to the Street Superintendent within ten (10) calendar days of the dispute or controversy, unless mutual agreement is reached to waive time limits, who will answer the grievance in writing within five (5) working days after receipt. If the bargaining unit member is not satisfied with the written answer of the Street Superintendent, he/she may refer the grievance to the second step of the grievance

procedure. If the bargaining unit member does not refer the grievance to the second step of the grievance procedure within five (5) working days after receipt of the reply from the Street Superintendent, it shall be considered to be satisfactorily resolved.

- B. Step 2. If the grievance is not satisfactorily adjusted in Step 1, it may be appealed by the bargaining unit member to the City Manager or his designee. The City Manager or designee shall attempt to adjust the grievance, including meeting with the Union, and shall communicate his decision in writing not later than seven (7) working days following receipt of the appeal or the meeting with the Union, whichever is later. If the grievance is not referred to Step 3 within ten (10) working days of the reply from the City Manager or designee, it shall be considered satisfactorily resolved.

The City and Union may agree at any step of the process to refer disputes to mediation and to equally share the cost of the mediator. While mediation is in process all grievance and arbitration steps are stayed. A mediator shall be jointly selected from a panel provided by FMCS, SERB or AAA or any other mutually selected individual. The grievant shall have the right to participate in the mediation conference.

- C. Step 3. Failure to resolve a grievance processed through Step 2 shall result in the grievance being referred to an Arbitrator, provided written notice of the same is made by the Union's Business Representative, within seven (7) working days after the receipt of the decision of the City Manager or after the seven (7) working day period in which the decision is due. In the event that the Business Representative should fail to serve such written notice, the grievance shall be considered settled.

The Arbitrator shall be chosen from a listing provided by the State Employment Relations Board (SERB) or the American Arbitration Association (AAA). The listing may be requested by AFSCME Local 101 and /or the City.

- (1) The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this contract or addendums to this contract not to rule on any matter except which this contract is in full force and effect between the parties. In the event a case is appealed to an Arbitrator and he finds that he has no power to rule on such case, the grievance will be denied.
- (2) The award of an Arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

- (3) The expenses of the Arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses that are called by the Arbitrator, with the exception of City employees.
- (4) There shall be no appeal from an Arbitrator's decision. It shall be final and binding on AFSCME, Local 101, on all bargaining unit employees and on the City.
  - (a) Any step in the grievance procedure outlined above may be skipped on any grievance by written mutual consent.
  - (b) By mutual written agreement of the parties, the time limits as set forth in the grievance procedure may be extended.
  - (c) Grievance may be initiated, within the prescribed time limits of Step 1, at the step that corresponds to the level of supervision where the alleged violation of the agreement occurred.
  - (d) The City is authorized to pay grievance settlements.

#### **Article 14 - Discipline**

14.01 Disciplinary action may be imposed upon any employee only for just cause and in accordance with the rules and regulations of the of the City of Moraine.

#### **14.02 Retention of Disciplinary Records**

- A. Oral Reprimands. Records of oral reprimands shall cease to have force and effect or be considered in future discipline matters six (6) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.
- B. Written Reprimands. Records of written reprimands shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.
- C. Suspension. Records of suspension shall cease to have force and effect or be considered in future discipline matters two (2) years after their effective date, providing there are no intervening disciplinary actions taken during that time period.
- D. Removal of Outdated Disciplinary Records. The City shall remove outdated disciplinary records from the personnel records in accordance with State of Ohio mandated record retention policies.

14.04 Any employee of the division shall be allowed supervised access to any file kept by the City on that employee and shall be allowed to review said files upon written request. Any derogatory or false material contained in any file other than that contained in this article may be removed upon written request.

#### **Article 15 - General Provisions**

15.01 Unclassified employees of the City shall not perform the work of a Street Department employee on an overtime basis so as to deprive bargaining unit members, who are available to work, of overtime opportunities. Bargaining unit members may be assigned straight time or overtime work in City Parks, Buildings or Grounds, but do not have exclusive jurisdiction over such work.

15.02 Unclassified employees of the City shall not perform Street Department work on a regular or overtime basis, except:

- A. In case of emergency;
- B. When the bargaining unit members are unavailable to perform such work;
- C. When no bargaining unit members is laid off; or
- D. When instructing and supervising bargaining unit members.

15.03 Bargaining unit members shall not be required to serve on "stand-by" subject to call for assignments. Employees required to respond to pagers under Article 6.05 shall not be deemed to be on "standby".

15.04 In the event a bargaining unit member is directed by his supervisor to work his shift without a lunch break, he will be permitted to clock out one half (1/2) hour prior to the end of his normal shift without loss of pay. Such request for work during lunch will be done on emergency situations only. This Section shall not apply if the City elects to eliminate unpaid lunch periods pursuant to Article 6, Hours of Work.

#### **15.05 Plus Rate and Training**

- A. A bargaining unit member required to substantially perform the job duties in a higher job classification on a temporary basis will be paid at the higher rate of pay at any time they are required to perform the job duties in a higher classification for more than four (4) hours in a work day. Supervisors will not assign work requiring the performance of other job duties in a higher classification on a regular basis of less than four (4) hours for the purpose of avoiding plus rate.

- B. A plus rating list by classification will be established and maintained by the supervisor for short-term plus-rated opportunities that do not exceed two weeks. Short-term opportunities will be offered to employees in rotation, beginning with the most senior qualified to the least senior qualified employee. The assignment, if accepted, will last for the duration of the plus-rated work. If a qualified employee rejects a plus-rated assignment, he shall be moved to the bottom of the rotation list as though he had accepted the assignment.
- C. A plus rating list by classification will be established and maintained by the supervisor for long-term plus-rated opportunities which are expected to last more than two weeks. Long term opportunities will be offered to employees in rotation, beginning with the most senior qualified to the least senior qualified employee. The assignment, if accepted, will last for the duration of the plus-rated work, not to exceed thirty (30) calendar days. Thereafter, the supervisor will assign the plus-rated job to the next senior qualified employee on the rotation list within the same classification, provided the bargaining unit member has the ability to do the work required.
- D. Employees not qualified to be plus-rated may be assigned to a higher classification without plus-rated pay for the purpose of formal training. Formal training is defined to mean training conducted under the direct supervision of a qualified instructor. Such formal training shall not be more than three (3) months (520 hours). Thereafter, the bargaining unit member shall be paid the higher rate of pay in the classification in which he is working.

15.06 Work assignments will be given to all bargaining unit members at the start of each day. In order to preclude the temporary transferring of the same bargaining unit members repeatedly to another group, during periods of part time operations and overtime, the City will advise its supervision that when such transfer are required, the bargaining unit members who are lowest in hours and who are within the group and are capable of doing the work will, insofar as practicable, be offered such work; however, it must be clearly understood that the City is neither limited nor confined as to the group or groups from which these selections will be made.

15.07 All bargaining unit members in the Street Department will be given a copy of their job description.

15.08 Early Retirement. The City at its option may elect to reopen the Agreement to negotiate concerning the following items:

- A. The implementation of a City-wide early retirement plan.

## **Article 16 - Safety**

16.01 It is the responsibility of the City to provide safe working conditions, tools, equipment and working methods for its employees. The foreman or supervisor must correct unsafe conditions promptly. He/she must see that all safety rules and good working methods are used by his/her employees.

16.02 There shall be a Safety Committee of four (4) members started by the parties with half (½) of the members being selected by the City and half (½) being selected by the Union. This Committee shall review and discuss all matters of safety as it relates to the bargaining unit members.

## **Article 17 - Employee Training**

17.01 The Safety Committee established pursuant to Article 16 shall have the additional responsibility to meet and discuss the establishment of a training program both within classifications and the department as a whole and shall make recommendations to the Superintendent of Streets.

17.02 Employees may attend job-related courses and seminars recommended by the Superintendent of Streets and approved by the City Manager at no loss of pay and with expenses provided by the City.

## **Article 18 - Dispatcher Call for Overtime**

18.01 All call-ins for overtime shall be conducted by the dispatcher subject to prior approval of Street Superintendent or his designee. Calls may be made by the Street Superintendent or his designee if the dispatcher is busy or an emergency situation exists.

## **Article 19 - Promotions and Job Openings**

19.01 All promotions shall be made in accordance with the City of Moraine Personnel Policy Manual. All employees holding the Job Classification of Maintenance Worker I, II or III shall be entitled to bid upon openings in the Classification of Semi-Skilled Street Worker and such openings shall be filled from these applicants, subject to satisfactory completion of testing for said position.

19.02 When a bargaining unit member is promoted, the pay rate of the new position will be the one that provides an increase in pay over the pay rate of the old position.

## **Article 20 - Seniority & Layoffs**

20.01 Seniority - The uninterrupted length of continuous service with the City. Once continuous service is broken, unless the employee is reinstated within a period of

one year, the employee loses all previously accumulated seniority. An authorized leave of absence does not constitute a breaking of continuous service provided the employee returns to active service following the expiration of the leave.

20.02 New employees shall be added to the seniority list six (6) months after their date of hire.

20.03 All layoffs, other reductions in force or reinstatements shall be in accordance with the provisions of the Moraine Personnel Policy Manual it being specifically understood and agreed that Maintenance Workers I, II and III retain the right to displace other Maintenance Workers employed within the City Building Maintenance Department in accordance with the layoff provisions of the Personnel Policy Manual.

#### **Article 21 - Job Assignments**

21.01 Job assignments within the bargaining unit shall be the sole and exclusive right of management. Management recognizes the advisability of bargaining unit members being given the opportunity of cross training between job assignments so as to facilitate eligibility for promotion. Such assignments will not be used to permanently replace an employee who is on sick leave, vacation or other leave.

21.02 If two or more employees are assigned to a specific job, the employee with the higher classification or greater classification seniority will be responsible for the job, unless otherwise determined by the Superintendent of the Street Department or his designee.

#### **Article 22 - Employee Performance & Evaluation**

22.01 The City and the Union agree that performance standards are an essential part of the evaluation process. Such standards shall include both qualitative and quantitative factors. All employees when appointed or transferred shall be informed of expectations of the job based upon current description of the duties of the job.

22.02 Both the employee and the supervisor shall participate in all evaluations. The employee shall be given an opportunity to examine all evaluation forms to indicate that he has done so. (In the event an employee refuses to sign an evaluation form, it shall be so noted on the form by the supervisor, witnessed by the Union Steward).

Any additional comments, statements, or objection by the employee to the evaluations may be submitted on an attached memorandum, and the presence of such attachments may be noted on the evaluation form itself by the employee, and become a permanent part of the employees record. Employees will receive a copy of all evaluations at the time of signing.

## **Article 23 - Savings Provisions**

23.01 The provisions set forth in this Agreement shall be subject to applicable federal and state laws, Municipal Charter Provisions, Municipal Ordinances and Resolutions and shall be interpreted wherever possible so as to comply fully with such laws, provisions, ordinances and resolutions. A mutual determination by the parties or a determination by a court of competent jurisdiction that a provision of this Agreement is invalid shall not invalidate the whole Agreement, but only the part ruled invalid.

23.02 If a provision of this Agreement is terminated, according to the provisions of this Article, the parties shall meet within ten (10) working days of the termination in order to negotiate a lawful replacement for the abrogated provision.

## **Article 24 - Tuition Reimbursement And Education Incentive**

24.01 The City offers tuition prepayment or reimbursement to regular full-time employees after 12 months of full-time City service for higher education courses which are specifically related to a position's duties and responsibilities and which increase the employee's ability to become more effective in their primary area of work.

24.02 Application and Qualification. Prior to beginning the course for which prepayment or reimbursement is being requested, the employee shall submit a Tuition Payment Agreement Form to his or her supervisor. Since the City is primarily interested in paying for courses that result in a college degree, the employee needs to include a degree plan (listing of courses) with the request. The Street Superintendent or his designee and the appointing authority must approve this request. To ensure funding is available, the tuition request shall be made far enough in advance so money can be made available in the department/division budget for that year. The discretion to grant or deny final approval lies solely with the appointing authority. The appointing authority may consider the request under the following criteria:

- A. The relevance of the course to the employee's job duties or those of a position within the office or department that the employee may reasonably hope to attain; provided that the appointing authority may, in his or her sole discretion, approve payment for core courses in a basic education requirement for a college degree program that does meet this relevance standard.
- B. The employee's performance, including performance evaluations and disciplinary actions.
- C. The City's special need for additional education or training among particular classifications, positions, or employees.

- D. The course is offered through an accredited college, university, technical institute, business school, or related educational school or institution.
- E. Courses taken during an employee's normal working hours or during time in which he or she is being paid by the City will not be eligible for reimbursement. Any request for the use of flexible work schedules may be considered by the appointing authority.
- F. The availability of tuition funds.

24.03. Amount of Payment. The City will pay the employee up to \$4,000 per year for tuition, enrollment fees, laboratory fees, and books for a maximum of 6 semester hours or 9 quarter hours per academic term, providing he or she receives a passing grade of "C" for undergraduate work, "B" for graduate work, or a grade of "pass" in a system that offers only "pass/fail" grades. Payment will be reduced proportionality for courses in which an employee is receiving financial assistance via scholarships, grants, or loans.

24.04. If the employee receives a lower than required grade, the employee shall reimburse the City for all the funds received for the course or courses. If necessary, the City may deduct the amount due from the employee's paycheck in order to pay for the course costs.

24.05. The City will not pay fees for course work beyond the attainment of the employee's next higher degree; such as bachelor's degree if employee has no degree. Payment for a master's degree would only be considered if the degree is necessary to perform the position's duties and responsibilities.

24.06. An employee who has received education funds must, as a condition for such payment, remain a City employee for a period of time equal to the academic term for which they received payment. For example, a semester term equals approximately 15 weeks, and a quarter term equals approximately 10 weeks. The employee's work commitment will begin to be served after the completion of the semester or quarter, and the work commitment remaining for any other quarter or semester must be served consecutively and not concurrently. An employee who does not complete the work commitment prior to separating from City employment, whether through resignation, retirement, or termination, is required to return funds received under this tuition reimbursement program to the City. The amount of the funds to be returned shall be pro-rated to reflect the portion of the work obligation that the employee has accomplished prior to separation, and such funds may be withheld from remaining paychecks or other funds due the employee.

24.07. The granting or denial of tuition reimbursement is a prerogative of management, and is not subject to the grievance procedure. The appointing authority may, upon notice to the employees affected, reduce the individual and/or aggregated

limits on tuition reimbursement, limit the number of credit hours for which reimbursement may be sought, or limit the program to those employees or classifications where the learning needs are most critical to the City.

24.08. The City will furnish educational incentive pay to Bargaining Unit Members who have earned a degree from an accredited college. In order to be entitled to the educational incentive, the member shall have completed twenty-four (24) months of service with the City. It is the obligation of the Bargaining Unit Member to submit proof of an earned degree. The following amounts shall apply:

A. Associate's Degree	\$425.00
B. Bachelor's Degree	\$850.00

The incentive pay shall be placed into the Bargaining Unit Member's base rate and be paid incrementally.

#### **Article 25 - Drug/Alcohol Testing And Fitness For Duty Evaluation**

25.01 - Drug Free Workplace. All employees shall be subject to the provisions set forth at Section 6.4 (Drug Free Workplace) of the City Personnel Policies Manual as revised May 2, 2004 as modified by requirements for CDL (Commercial Driver's License) holders and the U.S. Department of Transportation Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

25.02 - Fitness for Duty Evaluation. An employee may request, or based upon reasonable suspicion, the City may require an employee to submit to a fitness for duty evaluation by a qualified practitioner, which may include both physical and mental fitness.

#### **Article 26 - Family and Medical Leave.**

26.01 A Bargaining Unit Member shall be granted up to twelve (12) weeks of unpaid Family and Medical Leave in accordance with federal law and Section 5.7 of the City Personnel Policy Manual. FMLA leave shall run concurrently with other leave to which an employee is entitled.

#### **Article 27 - Light Duty**

27.01 The City recognizes that in particular circumstances of an employee's injury or illness, an employee is not able to return to work in a full duty work status; but is capable of performing certain job assignments, which constitute a limited portion of one or more position classifications. These assignments are referred to as light or transitional duty, and may be offered by the City if there is a need for such duty. Such assignments are temporary, and are not to be considered an accommodation to a permanent illness or injury. It serves the mutual benefit of the employee and the City to

provide a temporary light duty assignment. Temporary is defined herein as not more than 180 consecutive calendar days.

27.02 This process allows the City to comply with the BWC Managed Care Organization policy that requires the employer to work with the health care provider to return an injured or ill employee to a modified-duty/light duty position, tailored to an injured employee's condition until they regain full capacity to return to full duty. A light duty position description will be written and coordinated with the health care provider. If the health care provider confirms that the injured employee is capable of performing the light duty position, the employee is obligated to accept the position. An employee who refuses an offer of light or transitional duty may forfeit any eligibility for BWC compensation.

27.03. Application for Light Duty Status. The supervisor of a full-time employee who is off work due to an injury or illness, or the injured or ill employee may request to return to work on a light duty assignment by doing the following:

- A. The supervisor or employee must submit a written request via letter to the City Manager to be placed on light duty status, based on a temporary light duty position description.
- B. The employee must obtain and provide to the Street Superintendent or his designee a completed Physician's Light Duty Release Form. The form must be completed and signed by the employee's attending physician. The doctor must state that there is reasonable medical probability that the employee will be able to return to full duty at a specified date in the future, and authorize the employee to return to work in a light duty position and outline the parameters within which the employee may work. The City Manager reserves the right to have the employee examined at City expense if necessary to determine the extent of injury and entitlement to light duty.

27.04. Approval of Request. After completing the application process, the City Manager may authorize the employee to return to work in a light duty status for up to 90 consecutive calendar days, based on the approved duty assignment.

27.05. Extension. Prior to the end of the first 90 days on light duty status, the employee may request to work additional time on light duty for up to 90 additional consecutive calendar days by submitting the request in writing to the City Manager, and submitting a current written statement from his/her physician, in which the physician approves extended light duty. An extension shall require City Manager approval.

27.06. Criteria for Placement on Light Duty. The determination of whether or not to place an employee on light duty work status shall be made by the Street Superintendent or his designee and the City Manager. The City is not required to provide light duty positions. The following criteria shall be considered in determining

whether or not, to place an employee on light duty. The criteria shall include, but not be limited to:

- A. That a light duty position is available for assignment.
- B. There exists the medical probability that the employee will be able to return to full duty within 180 days. The employee must be qualified for the assignment as additional training will not be provided.
- C. The physician's written opinion is that the employee is able to perform light duty activities, and can return to full duty within 180 days.

27.07 Work Restrictions on Light Duty. An employee who receives a light duty assignment will not work overtime or on holidays. An employee who receives a light duty assignment shall not engage in off duty employment without written consent of the Street Superintendent or his designee and the City Manager.

There is no employee appeals process associated with light duty assignments.

27.08. End of Light Duty Assignment. A light duty assignment will immediately end should the employee's condition become permanent, as documented by a physician's written statement.

#### **Article 28 - Duration of Agreement**

28.01 This Agreement shall become effective September 1, 2011 and shall remain in full force and effect through August 31, 2014.

28.02 All terms of this Agreement shall be renewed for successive one year periods, unless written notice of a desire to renegotiate is given by either party to the other at least ninety (90) days, but no more than one hundred twenty (120) days prior to any subsequent anniversary date. Upon the delivery of such notice, the parties shall meet and negotiate with respect to a new Agreement. Both parties to this Agreement shall strive to commence negotiations for a new Agreement ninety (90) days to one hundred twenty (120) days before the expiration date. The Union must allow the City a minimum of thirty (30) days after receipt of proposals to commence negotiations, provided however, that both parties shall negotiate ground rules and the City will receive explanations of proposals upon their receipts.

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#### **SIDE AGREEMENT #1**

The undersigned City of Moraine ("City") and AFSCME, Ohio Council 8, Local 101 ("Union") hereby agree as follows:

1. The City, Union and employee may agree to an extension of the employee's evaluation period for up to 6 months after completion of the employee's probationary period. During this extended evaluation period the employee shall be a member of the bargaining unit with all rights and privileges under the Collective Bargaining Agreement except that the employee and Union waive all right to grieve or arbitrate any decision by the City to terminate the employee at any time during the extended evaluation period and the City's decision shall be final.

2. During such extended evaluation period, to the extent not already provided during the probationary period, the City will make the following available to permit new employees to obtain their CDL (Commercial Driver's License):

(a) the periodic use of a City vehicle for training and taking the CDL test;

(b) temporary release from other assigned duties to participate in training and practice to take the CDL test.

It is understood that the foregoing will occur at such times and locations as to not interfere with the employee's or Department's regular working schedule and performance of assigned duties.

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**SIDE AGREEMENT #2**

The undersigned City of Moraine ("City") and AFSCME, Ohio Council 8, Local 101 ("Union") hereby agree as follows:

1. In the event a Last Chance Agreement ("LCA") is utilized as part of an employee's disciplinary proceedings, the LCA shall remain in effect as follows:

(a) indefinitely and without time limit for application to the imposition of discipline for future repetitions of the same or similar offense; and

(b) for a period of 48 months for application to the imposition of discipline for unrelated or dissimilar offenses.

=====

**SIDE AGREEMENT #3**

The undersigned City of Moraine ("City") and AFSCME, Ohio Council 8, Local 101 ("Union") hereby agree as follows:

1. Employees Mike Broom and Anthony Samborsky shall be eligible to continue with semi-annual step increases through Step N and shall be eligible to advance to Step O on their respective 6 month anniversary dates provided they achieve a rating of "Outstanding" in all evaluation areas. In the event that either employee does not attain the required evaluation level, he shall advance to an interim Step N-1 at a wage rate that is the average between Step N and Step O provided he achieves a rating of "Satisfactory" or higher in all evaluation areas. He will then advance to Step O on his following 6 month anniversary date provided he achieves a rating of "Satisfactory" or higher in all evaluation areas.

=====

**SIDE AGREEMENT #4**

**1. Payment for Elimination of Pension Pickup**

When income tax revenue collected by the City for two (2) successive years meets or exceeds a total of Fifteen Million Dollars (\$15,000,000.00) the City will commence a program to reimburse all current employees who lost their previous pension pickup by increasing the hourly rate of pay of those employees as follows:

<b>Date Action To Be Taken</b>	<b>Increase in Hourly Rate</b>
June 1 after 2d consecutive year of \$15 million Income tax collection	3% increase
June 1 after 3d consecutive year of \$15 million Income tax collection	3% increase
June 1 after 4th consecutive year of \$15 million Income tax collection	4.7% increase

**2. Reopener**

In the event that the Ohio Public Employees Retirement System imposes an additional contribution requirement upon participating employees and reduces the contribution amount required by the City as employer, upon request of the Union, the parties will meet to negotiate possible modification to the Article 5.01 - Wages.

**3. Duration and Application of Collective Bargaining Agreement and Application of Personnel Policy Manual**

The provisions of this Agreement shall remain in full force and effect through May 31, 2014 notwithstanding any future amendment of Ohio Rev. Code Chapter 4117. To the extent that such amendments are determined by a court of appropriate jurisdiction or the State Employment Relations Board to modify any benefits provided to employees under this Agreement, to the extent that the same benefits are already provided to other

non-union employees of the City under the City's Personnel Policy Manual, employees covered by this Agreement shall be similarly entitled to such benefits.

**4. Adjustment of Wages**

Employees whose wages were "red circled" by reason of election to maintain certain health insurance benefits shall have their rates increased over the first two (2) years of this Agreement so that by the beginning of the 3d year, they will have been restored to the wage rate comparable for their Job Classification and Step set forth in Addendum I or Addendum II, whichever is applicable.

Those red circled employees are as follows:

Names:

**Maintenance Workers**

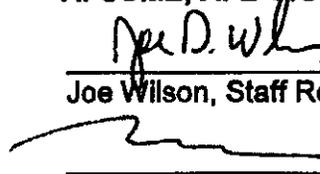
1. Gary Johnson
2. Christopher Hall
3. Susannah Leet
4. Dennis Ward

=====

**CITY OF MORaine, OHIO**

**DAYTON PUBLIC SERVICE UNION,  
OHIO COUNCIL 8, LOCAL 101,  
AFSCME, AFL-CIO**

  
\_\_\_\_\_  
David D. Hicks, City Manager

  
\_\_\_\_\_  
Joe Wilson, Staff Representative

  
\_\_\_\_\_  
Street Superintendent

  
\_\_\_\_\_  
Jennifer Arp,  
Finance Director

  
\_\_\_\_\_  
Richard W. T. Young

**STREET AND PARKS DEPARTMENT  
ADDENDUM I - WAGE RATES**

**Wage Rates Effective September 1, 2011 through August 31, 2014 for following job classifications:**

POSITION	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Mech. App.	15.82	16.58	17.36	18.13	18.91	19.68	20.45	21.22	22.00	22.78	23.54	24.31	25.15	26.04	29.45
SSStWkr.	15.82	16.58	17.36	18.13	18.91	19.68	20.45	21.22	22.00	22.78	23.54	24.31	25.15	26.04	29.45
Mech.	16.38	17.18	17.96	18.76	19.53	20.33	21.11	21.91	22.71	23.49	24.31	25.10	25.92	26.82	30.33
Eq. Optr - I	16.38	17.18	17.96	18.76	19.53	20.33	21.11	21.91	22.71	23.49	24.31	25.10	25.92	26.82	30.33
Eq. Optr - II	18.65	19.27	19.91	20.54	21.18	21.81	22.45	23.09	23.71	24.34	24.99	25.73	26.24	27.16	30.71
Eq. Optr - III	19.43	20.04	20.66	21.26	21.86	22.47	23.10	23.69	24.30	24.92	25.51	26.13	26.76	27.69	31.32
Chief Mech	20.27	20.96	21.64	22.33	23.01	23.69	24.37	25.06	25.75	26.43	27.12	27.81	28.49	29.49	33.36

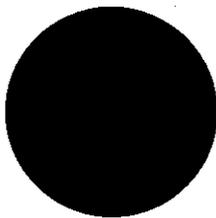
- Employees in Step A shall be eligible to advance to Step B upon completion of 6 month's employment. See, Art. 5.03
- Employees in Step B shall be eligible to advance to Step C upon their 12 month anniversary date. See Art. 5.03
- Employees in Steps C-M shall be eligible to advance on their 12 month anniversary dates. See, Art. 5.03
- Employees in Step N shall be eligible to advance to Step O on their 12 month anniversary date provided they achieve a rating of "Outstanding" in all evaluation areas on their prior 2 annual evaluations.
- Employees who are promoted to a higher wage scale position shall immediately advance one (1) Step in that new position. The date of promotion shall be the employee's new anniversary date.

**STREET AND PARKS DEPARTMENT  
ADDENDUM II - WAGE RATES**

**Wage Rates Effective September 1, 2011 through August 31, 2014 for following job classifications:**

STEP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
MW I	13.13	13.59	14.07	14.55	15.06	15.59	16.15	16.71	17.29	17.90	18.51	19.16	19.84	20.53	21.25	22.01	22.76
MW II	15.58	16.14	16.71	17.29	17.90	18.51	19.16	19.84	20.53	21.25	22.01	22.78	23.57				
MW III	17.90	18.51	19.16	19.84	20.53	21.25	22.01	22.78	23.57	24.39	25.25	26.13	27.04				

Employees who have topped out of Step Q for MW-I or Step M for MW-II or III shall maintain their current applicable wage rate through August 31, 2014.



*City of Moraine*  
David D. Hicks  
City Manager

STATE EMPLOYMENT  
RELATIONS BOARD

2011 NOV 25 P 2:52

November 21, 2011

Mr. Donald Collins  
General Counsel  
SERB  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

RE: Case #11-MED-08-1075 – AFSCME Building Maintenance  
Case #11-MED-08-1074 – AFSCME Street Division

Dear Mr. Collins:

Disappointingly, I have received your notices regarding the noted Labor Agreements. Both agreements were ratified in October; both agreements were sent to Mary Laurent (as per copies of attachments) in October (October 17, 2011 at 3:12 p.m. and 3:13 p.m.).

Apparently these have not been accurately shared, they are once again included. We will both email and hard mail copies to your office. With any luck, something will arrive to the appropriate files.

  
\_\_\_\_\_  
David D. Hicks, City Manager

Copy: Joe Wilson, AFSCME Ohio Council 8 Representative  
Robert Portune, Law Director

# SERB

"Promoting Orderly and Constructive  
Labor Relations Since 1984"

## State Employment Relations Board



65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213  
Phone 614.644.8573  
Fax 614.466.3074  
[www.serb.state.oh.us](http://www.serb.state.oh.us)

W. Craig Zimpher, Chair  
Robert F. Spada, Vice Chair  
N. Eugene Brundige, Board Member

John R. Kasich, Governor

Christine A. Dietsch, Executive Director

November 16, 2011

Joe D. Wilson  
15 Gates Street  
Dayton, OH 45402  
[dayoc8@ameritech.net](mailto:dayoc8@ameritech.net)

Dave Hicks  
City of Moraine  
4200 Dryden Road  
Dayton, OH 45439

RE: Case No(s).11-MED-08-1074  
AFSCME, Ohio Council 8, Local 101 (Streets) and City of Moraine

Dear Messrs. Wilson and Hicks:

All correspondence sent to our office is now required to include the above case number(s) and your email address.

The State Employment Relations Board has entered into a cooperative relationship with the Federal Mediation and Conciliation Service (FMCS), as authorized by Ohio Revised Code Section 4117.02(E). Steven Anderson, (937) 890-2475, has been designated by FMCS and appointed by the Board to provide mediation services. This appointment may be subject to change if warranted by FMCS's scheduling needs.

Please note that under Ohio Revised Code Section 4117.14(A)(3)(b) and Ohio Administrative Rule 4117-9-04(D), mediation may continue throughout the dispute settlement procedure. If the parties do not need the service of a mediator at this time, the mediator will remain available until notified by one of the parties that mediation is desired.

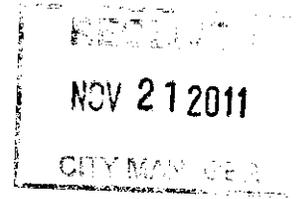
The bill specifies that either party to a collective bargaining agreement under the Public Employees Collective Bargaining Law (O.R.C. Chapter 4117.) may request a fact-finding panel any time after a mediator is appointed, and requires the State Employment Relations Board to appoint a panel within 15 days after receiving such a request.

**When a tentative agreement has been reached please notify the Bureau of Mediation at [MED@serb.state.oh.us](mailto:MED@serb.state.oh.us). If you have questions, contact the Bureau of Mediation at (614) 644-8716.**

Please notify the Research and Training Section – [SERB.Research@serb.state.oh.us](mailto:SERB.Research@serb.state.oh.us) when you have **ratified the agreement**. The Research and Training section shall send you Clearinghouse reports to help you fill out the newly required Contract Data Summary sheet that is to be filed along with the signed collective bargaining agreement.

Sincerely,

Donald M. Collins  
General Counsel  
DMC:mel



## Kim Wallace

---

**From:** Laurent, Mary [Mary.Laurent@serb.state.oh.us]  
**Sent:** Monday, October 17, 2011 4:12 PM  
**To:** Kim Wallace  
**Subject:** RE: Street AFSCME 2011-2013 Contract

Thank you.

**From:** Kim Wallace [mailto:kwallace@moraineoh.org]  
**Sent:** Monday, October 17, 2011 3:13 PM  
**To:** Laurent, Mary  
**Subject:** Street AFSCME 2011-2013 Contract

Good afternoon . . .

Please find enclosed the 2011-2013 Street Division Contract for the City of Moraine

*Kim Wallace (Konicki)*  
*City Manager's Secretary*

*City of Moraine*  
*4200 Dryden Road*  
*Moraine, OH 45439*  
*Telephone: 937-535-1002*  
*Fax: 937-535-1275*

*Office Hours :*  
*Monday - Thursday 8:00 a.m. - 5:00 p.m.*  
*Friday 8:00 a.m. - 12:00 p.m.*

PLEASE NOTE: Email Address has changed - [kwallace@moraineoh.org](mailto:kwallace@moraineoh.org)