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BUILDING MAINTENANCE DIVISION 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

09-MED-09-1103

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11-MED-08-1075

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 20048

Resolution No. 6713-11 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 BUILDING MAINTENANCE DEPARTMENT BARGAINING UNIT FOR THE PERIOD SEPTEMBER 1, 2011 THROUGH AUGUST 31, 2014

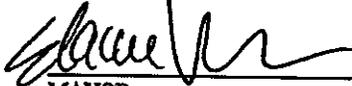
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORAINE, STATE OF OHIO:

SECTION 1: That the appended Collective Bargaining Agreement between the City of Moraine and the Dayton Public Service Union, Ohio Council 8, Local 101, AFSCMB, AFL-CIO for designated employees in the Building Maintenance 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.

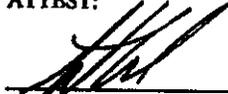
SECTION 2: That the Clerk be and is hereby authorized and directed to forward a certified copy of this Resolution to the City Manager, Finance Director and Building Maintenance Superintendent.

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

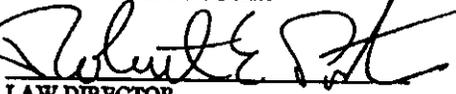
APPROVED:


MAYOR

ATTEST:


CLERK OF COUNCIL

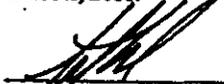
APPROVED AS TO FORM:


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. 6713-11 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

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STATE EMPLOYMENT
RELATIONS BOARD

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BUILDING MAINTENANCE DIVISION CONTRACT

This Agreement, is 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 interests of 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:

- Included: All full-time employees of the City of Moraine, in the Division of Building Maintenance, including Maintenance Worker I, Maintenance Worker II, and Maintenance Worker III.
- Excluded: Supervisory, management-level, and confidential employees as defined in Chapter 4117 of the Ohio Revised Code, including Superintendent of Building and Park Maintenance and Maintenance Supervisor; seasonal and casual employees-

2.02 Probationary employees are defined in the City of Moraine Personnel Manual Probationary employees are defined in the City of Moraine Personnel Manual and are subject to the following:

A. During the first six (6) months of the employee's probationary period the employee may not utilize the grievance and arbitration provisions of this Agreement. During the second six (6) months of the employee's probationary period the employee will be provided additional opportunities for training relevant to their job classification and may utilize the grievance and arbitration provisions of this Agreement except for

matters involving discipline and discharge. Decisions of the City in matters of discipline and discharge of an employee at any time during the one (1) year probationary period are final and not subject to arbitration under this Agreement or review under any provisions of the Merit System Commission.

B. An employee's probationary period may be extended by mutual agreement of the City and the Union. .

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.

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 the first six (6) months of 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 Section 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 an 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 obligations 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 matters 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 to discriminate against any employee. Any complaint of discrimination shall be subject to the grievance procedure set forth in Article 13.

3.03 During the term of this Agreement, 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. The 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 after election or appointment, certify in writing to the City Manager the names of one (1) Union Steward and two (2) Alternate Stewards 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, an Alternate Steward, may meet with bargaining unit members for the investigation and processing of grievances, provided he first receives permission from the Superintendent of the Department 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, an 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 members 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 Building and Parks 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 effective upon ratification of this Agreement will be shown in Addendum #1 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 Memorandum of Understanding #2).

5.02 Employees shall serve a probationary period of twelve (12) months. At the successful completion of their probation, employees shall receive a step increase, set forth in Addendum #1. Step increases will be every twelve (12) months as set forth in 5.03.

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 which 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

Article 6 - Hours of Work

6.01 The normal schedule of hours shall be eight (8) consecutive hours per day not counting lunch break (if unpaid) 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. Facility scheduling shall continue to be based upon seniority. Employees shall not have the option to bump a lower seniority employee at a different facility.

6.02 The normal starting time of all employees shall be as designated by the Superintendent. Nothing contained herein shall be construed as preventing the City from restructuring this schedule for the purpose of promoting efficiency and providing services for the public, provided at least fourteen (14) days advance notice is provided to the affected employees.

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. Provided the employee has worked forty (40) hours during his regular work week of five (5) scheduled days, the City will pay overtime at the rate of time-and-one-half (1-1/2) for all hours worked on the sixth (6th) day and at the rate of double-time for all hours worked on the seventh (7th) day. The City will pay double-time for all hours worked on days designated in Appendix 1 (Holiday Schedules) as holidays, in addition to the employee's regular holiday pay. Only one (1) calendar day shall be deemed an observed "holiday" for purposes of computing eligibility for payment at double time for employees who work on a "holiday".

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. A separate equalization list shall be kept for each Job Classification and a new equalization list shall be posted in each building each six (6) months (January-June and July-December). These overtime equalization lists will be established and maintained by the supervisor for purposes of offering overtime to employees and shall be made available for inspection upon request.

An employee may elect to be removed from the overtime equalization list at the beginning of the six (6) month period, however the employee still remains obligated to work overtime in an emergency as described below.

An employee who would be the next eligible employee on the overtime equalization list but who is unable to work the overtime, cannot be contacted or refuses the offer of overtime on three (3) separate days shall be removed from the overtime equalization list for the remaining portion of the six (6) month period but still remains obligated to work overtime in an emergency as described below.

Employees with the least amount of charged overtime in each Job Classification shall be called first whenever an overtime opportunity arises in that classification. 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 effort has been made by the City to contact the eligible employee(s). Otherwise eligible employees who cannot be contacted or who cannot work the overtime because they are on paid or unpaid leave (vacation, injury, etc) or light duty or have provided at least 24 hours notice of unavailability shall be charged with the time as if worked but shall not be counted for removal from the overtime equalization list.

Documentation of such attempts shall be kept by the City (Dispatcher and/or Supervisor) and provided to an employee upon request. Delays in providing documentation shall extend an employee's time for filing a grievance regarding equalization of overtime. 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 as they become available to ensure 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 Building and Park Maintenance Superintendent or other authorized City official.

6.05 Call-In

A. Call-In pay is payment for emergency work performed by an employee who has been recalled to work at a 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 which 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:

4. 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 determined by the Superintendent and 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 sixty (60) minutes uninterrupted for a scheduled break in the middle of the scheduled shift. Thirty (30) minutes shall be paid and thirty (30) minutes unpaid.

6.07 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 Building and Park Maintenance 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 Building and Parks Maintenance Superintendent or the police dispatcher. Failure to follow these

procedures may 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 Superintendent or his designee each Monday morning as to his/her status. Failure to notify may make the bargaining unit member subject to disciplinary action. Any bargaining unit member who fails to notify the Superintendent or his designee for any three day consecutive work period will be discharged immediately.

6.08 Compensatory Time

A. Employees who have completed their 12 month probationary period and 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.

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 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 on the Employee's first or last day of his regular shift 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. The parties also agree that comp time may not be taken during the seven (7) day Heritage Festival period.

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.

6.09 Shift Differential When a bargaining unit member works fifty percent (50%) or more of his/her regularly scheduled shift excluding overtime, between the hours of 2:00 p.m. and 7:00 a.m., that employee is entitled to forty-five cents (45¢) an hour shift differential for all hours worked in addition to his/her base rate of pay. When an employee is scheduled to work on a holiday, as part of his/her regularly scheduled shift, that employees shall receive the shift differential for both his/her regularly scheduled work hours and his/her holiday pay.

When a bargaining unit member is scheduled to work on Saturday or Sunday, and this scheduling is not due to prescheduled overtime, then the employee shall receive a weekend differential of forty-five (45¢) per hour for all weekend hours worked in addition to his/her base rate of pay. Should either of those days be a holiday, that employee shall receive the weekend differential for both his/her regularly scheduled work hours and his/her holiday pay.

Shift-bidding in the event of a job vacancy shall be by seniority and ability to perform the job. The City may reassign employees to other shifts based upon the needs of the City and the skill and abilities of the employee.

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. The calendar days observed as "holidays" are designated in Appendix 1 (Holiday Schedules).

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 that cannot be conducted on regular time off. Time off for personal business shall be taken in no less than four (4) hour increments and must be used in its entirety on or before December 15 of each year.

7.04 The City has the right to determine the scheduling of holiday work provided that this work shall be distributed as equally as possible and practical among all qualified employees within each classification. In the event an employee refuses, he

shall be charged with the time as if worked. A holiday list shall be established and maintained by the Superintendent or designee which shall list actual holiday hours worked and hours declined. The employee who has either worked or declined the most recent holiday shall go to the bottom of the list. If the City is required to assign mandatory work on holidays, because no qualified employee voluntarily accepts the assignment, the mandatory assignment shall be made to the qualified employee who has the highest number of declined holiday hours over the prior twelve (12) months.

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 Bonus:

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

8.02 An employee shall become eligible for vacation each year 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, 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 Building Maintenance 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 authorize payment in lieu thereof.

8.04 Employees shall be permitted to take a vacation as requested as the work schedule permits. No vacation may be taken during the seven (7) day Heritage Festival period. 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.

Article 9 - Sick 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 ½) 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 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 which could be communicated to other City employees, or for illness in the employee's immediate family which requires him to be away from work. Immediate family for purposes of this section is spouse, children, step children and parents. An employee who is off on sick leave because of the employee's illness or injury shall remain at his/her residence except for required trips to a medical care

provider or hospital. An employee who is using sick leave because of the illness or injury of an immediate family member shall either be at the residence of the family member or at the family member's medical care provider or the hospital.

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) consecutive days or more or six (6) occurrences of sick leave use during a calendar year, 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. For purposes of this section, an "occurrence" shall mean the use of sick leave for a consecutive, uninterrupted period. For example, the use of sick leave for 4 hours or for 2 consecutive days shall each constitute a single "occurrence".

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 of Moraine Personnel Manual.

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 Building Maintenance 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 Building Maintenance 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 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:

- A. Under ten years service, no payment
- B. 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.
- C. 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.

D. 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 twenty (120) 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 Leave and 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 Building Maintenance 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 91st 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's 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:

Date of Hire	Allowance Paid in Month of	Pro-Rated X / 12	Allowance
January	July	6	\$100.00
February	August	5	83.33
March	September	4	66.67
April	October	3	50.00
May	November	2	33.33
June	December	1	16.67
July	January	12	200.00
August	February	11	183.33
September	March	10	166.67
October	April	9	150.00
November	May	8	133.33
December	June	7	116.67

12.04 The City shall agree to pay a five-cent (\$0.05) or ten-cent (\$0.10) per hour certification and/or qualification adjustment for each skill certification and/or qualification achieved, not to exceed five (5) such certifications and/or qualifications. The certification or qualification shall be obtained from a formal training school classroom or field training program, not a correspondence or on-line Internet program. In order to earn the additional pay, the employee shall have satisfactorily passed the course or program, and demonstrated their skill proficiency to the superintendent. Certifications or qualifications must be kept current in order to earn this pay. Certifications or qualifications that pay five-cents (\$0.05) per hour include:

- Backflow
- Certified Pool Operator
- Plumbing
- Welding
- Arborist: Herbicides/Pesticide Application
- Architectural Landscaping
- Hygiene/Sanititation
- Locksmith

Certifications or qualifications that pay ten-cents (\$0.10) per hour include:

- HVAC: heating, refrigeration, commercial HVAC, and residential HVAC

- Electrical
- Water Boiler Repair/Maintenance
- Skills/Certifications that require equivalent technical expertise and training

Certifications and qualifications that are not listed but are job-related may be considered and added to the above lists after study and recommendation by the Labor Management Committee.

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:

Step 1. The aggrieved bargaining unit member shall present his grievance in writing to the Building Maintenance Superintendent or his designee, within ten (10) working 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 Building Maintenance 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 Building Maintenance Superintendent, it shall be considered to be satisfactorily resolved.

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 his 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 the third step within ten (10) working days of the reply from the City Manager, 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.

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 designee 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 which 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, on 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 which 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 City of Moraine Personnel Manual. Verbal counseling shall be undertaken by a supervisor as soon as possible after the supervisor becomes aware of the incident.

Formal discipline (oral or written reprimand or issuance of a notice of a pre-disciplinary hearing involving potential suspension or discharge) shall occur within fourteen (14) calendar days after the supervisor becomes aware of the incident. This fourteen (14) day period may be extended for an additional fourteen (14) calendar days upon written notice to the Union if additional time for investigation is needed.

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.

14.03 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.

14.04 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.

Article 15 - General Provisions

15.01 Non-bargaining unit employees of the City shall not perform the work of a Building and Park Maintenance employee on an overtime basis so as to deprive bargaining unit members, who are available to work, of overtime opportunities.

15.02 Non-bargaining unit employees of the City shall not perform Building and Park Maintenance Department work on an 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 parties agree to eliminate unpaid lunch periods pursuant to Article 6, Hours of Work.

15.05 Plus Rating 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 rating.

B. A plus rating list by classification will be established and maintained by the supervisor for short-term plus-rated opportunities which 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 transfers 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 Building and Park 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 sole issue of implementation of a City-wide early retirement plan. No other provisions of the Agreement shall be reopened without the consent of the City and the Union.

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 Building and Park Maintenance.

17.02 Employees may attend job-related courses and seminars recommended by the Superintendent of Building and Park Maintenance and approved by the City Manager or his designee 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 Building and Park Maintenance Superintendent or his designee. Calls may be made by the Building and Parks Maintenance Superintendent or his designee if the dispatcher is busy or an emergency situation exists.

Article 19 - Promotions

19.01 The job categories set forth at Addendum 1 shall be designated as classified positions subject to the City of Moraine Merit Service Commission Rules and Regulations for purposes of appointment. Except as to the foregoing, the provisions of this Agreement shall supersede all rights provided to employees under the City's Merit Service Rules and Regulations and no employee shall have a right of appeal to the Merit System Commission.

19.02 All promotions shall be made in accordance with the City of Moraine Personnel Policy Manual.

Article 20 - Seniority & Layoffs

20.01 Seniority is 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 rules and regulations of the City of Moraine Personnel Manual it being understood that in the event of a layoff in the City Street and Parks Department, employees holding the classification of Maintenance Worker I, II or III have a right to displace employees within this bargaining unit 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 Building and Park Maintenance Department or his designee. The Superintendent shall designate

Maintenance Worker III's as Lead Workers (aka Crew Leaders) who shall be the Lead Worker for particular crews and assigned tasks.

When a Maintenance Worker III is assigned to act in the capacity of Lead Worker, he/she shall have the authority to supervise and direct employees assigned to his/her crew. The Maintenance Worker III in his/her Lead Worker capacity shall submit periodic reports on the work performed by members of his/her crew.

Maintenance Worker II's serving in the capacity of Lead Workers shall be entitled to receive the higher rate of pay (plus rating) in accordance with Section 15.05 of the Collective Bargaining Agreement.

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 Each employee shall be evaluated in accordance with the City of Moraine Personnel Manual.

22.03 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, the rules and regulations of the City of Moraine Personnel Manual, 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 that 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 Building Maintenance 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
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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 Building Maintenance 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 Building Maintenance 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 Building Maintenance 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.

MEMORANDUM OF UNDERSTANDING #1

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

1. Work schedules have been the topic of discussion by the City and Union and have resulted in a good faith decision by the Building ~~and Park~~ Maintenance Superintendent to adopt schedules which allow more employees to have Saturday and Sunday as their scheduled days off while ensuring that there will be adequate staff scheduled to work during winter and summer periods to provide necessary services to building ~~and park~~ facilities.

2. The parties acknowledge and agree that scheduling shall continue to be a retained management right and the City reserves the right to implement changes to work schedules as it determines in its discretion to be reasonable and necessary.

MEMORANDUM OF UNDERSTANDING #2

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:

Date Action To Be Taken	Increase In Hourly Rate
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 August 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.

Those red circled employees are as follows:

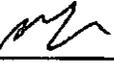
Names:

1. James Hall
2. Anthony Pinson
3. Steve Southard
4. Pam Montgomery

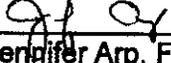
CITY OF MORaine, OHIO



David D. Hicks, City Manager

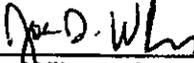


Building Maintenance Superintendent



Jennifer Arp, Finance Director

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



Joe Wilson, Staff Representative



APPENDIX 1 – HOLIDAY SCHEDULES

M/F = Employees on Monday – Friday Schedule
S/Th = Employees on Sunday – Thursday Schedule
T/Sat = Employees on Tuesday – Saturday Schedule

<u>Holiday</u>	<u>Employee Schedule</u>	<u>Date Observed</u>
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(Information to be added)

Final
8/31/11

**BUILDING MAINTENANCE DEPARTMENT
ADDENDUM I - WAGE RATES**

The following wage rates shall be in effect from September 1, 2011 through August 31, 2014.

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.

SERB

"Promoting Orderly and Constructive
Labor Relations Since 1984"

State Employment Relations Board



65 East State Street, 12th Floor
Columbus, Ohio 43215-4213
Phone 614.644.8573
Fax 614.466.3074
www.serb.state.oh.us

John R. Kasich, Governor

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

Christine A. Dietsch, Executive Director

November 16, 2011

Joe D. Wilson
15 Gates Street
Dayton, OH 45402
dayoc8@ameritech.net

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

RE: Case No(s).11-MED-08-1075
AFSCME, Ohio Council 8, Local 101 (Parks) 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

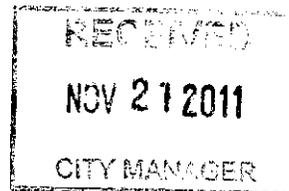
The bill specifies that either party to a collective bargaining agreement under the Public Employees Collective Bargaining Law (O.R.C. Chapter 4117.) may request a fact-finding panel any time after a mediator is appointed, and requires the State Employment Relations Board to appoint a panel within 15 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. 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 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: Building Maintenance AFSCME Contract 2011-2013

Thank you.

From: Kim Wallace [mailto:kwallace@moraineoh.org]
Sent: Monday, October 17, 2011 3:12 PM
To: Laurent, Mary
Subject: Building Maintenance AFSCME Contract 2011-2013

Good afternoon . . .

Please find attached the 2011-2013 Building Maintenance Contract for the City of Moraine.

Best-

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