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## **AGREEMENT**

**Between**

**THE CITY OF MOUNT VERNON**

**And**

**Dan Emmett Chapter of/  
And the Ohio Civil Service Employees  
Association, Local 11/  
American Federation of State,  
County, and Municipal Employees,  
AFL, CIO**



**Effective**

**January 1, 2012 through December 31, 2014**

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## ARTICLE 1

### STATEMENT OF PURPOSE

This Agreement is entered into by the City of Mount Vernon, hereinafter referred to as “the City,” and the Dan Emmett Chapter of/and The Ohio Civil Service Employees Association, Local 11/American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union” or the exclusive “Bargaining Agent.” The parties agree to be bound by the terms and conditions outlined in this Agreement. The Agreement is intended to promote harmonious relations between the City and the Union, to establish equitable and peaceful procedure for resolution of differences, and to establish fair wages, hours, and other terms and conditions of employment.

## ARTICLE 2

### UNION RECOGNITION

2.1 The City recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, benefits, and other terms and conditions of employment for all those employees of the City in the bargaining unit described below. Where used in this Agreement, the term bargaining unit shall be deemed to include those individuals regularly employed in and holding the following classifications:

Engineering Technician .....	Job # 115
Engineering Aide .....	Job # 113
Engineering Trainee.....	Job #
Laboratory Technician/Pre-Treatment Coordinator .....	Job # 122
Assistant Laboratory Technician, Full-Time .....	Job # 101
Assistant Laboratory Technician, Part-Time .....	Job #102
Waste Water Operator .....	Job # 146
Utilities Operation Foreman .....	Job # 144
Utilities Operation Assistant Foreman .....	Job # 105
Pipefitter.....	Job # 132
Sludge Equipment Operator.....	Job # 140
Plant Maintenance Mechanic.....	Job # 133
Meter Reader and Repairer Foreman .....	Job # 126
Meter Reader and Repairer .....	Job # 124
Street Foreman .....	Job # 141
Assistant Street Foreman .....	Job # 104
Clerk 1, 2, 3, 4.....	Job # 107, 108, 109, 110
Maintenance Worker.....	Job # 123
Equipment Operator .....	Job # 116
Water Plant Operator .....	Job # 146
Chief Operator in Water Department .....	Job # 106
Chief Operator in Waste Water Treatment Plant.....	Job # 106
Cemetery Foreman.....	Job # 149
Assistant Public Building & Lands Foreman .....	Job # 130
Assistant Parks Foreman.....	Job # 103
Traffic Signal Technician/ Equipment Operator.....	Job # 142

2.2 All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit.

2.3 Management, confidential, temporary, part-time (under 20 hours per week) substitute, and seasonal employees shall not be included in the bargaining unit;

2.4 CLARIFICATION. If a dispute occurs between the City and the Union as to whether a classification should be included or excluded from the bargaining unit, the parties will discuss the matter and, if they are unable to reach agreement, both parties shall mutually file a petition with SERB requesting a unit clarification determination with respect to the inclusion or exclusion of that classification. This section establishes mutual consent under OAC. Paragraph 4117-5-01.

2.5 JOB CLASSIFICATIONS. The City shall establish all duties and responsibilities for each job classification covered by the bargaining unit. Listing the job classifications in Section 2.1 has no effect on the City's right to add or eliminate classifications. If an employee's job is changed substantially, the Union may demand to bargain over a wage adjustment. If the parties cannot agree to a wage adjustment, they shall submit one last best offer to an arbitrator selected in accordance with Article 12 of this Agreement.

A substantial change occurs in an employee's classification when over 50 percent of new, previously unassigned work has been added to his core responsibility (primary ranked duty).

### **ARTICLE 3 DUES DEDUCTION**

3.0 All dues deductions and fair share fees shall be made in accordance with state and federal statutory and case law.

3.1 The City and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this Agreement to be appropriately within the bargaining unit, upon the employees' successful completion of their individual new-hire probationary periods.

3.2 The City agrees to deduct regular Union membership dues, fees and assessments once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix A) must be presented to the City by the employee. Upon receipt of the proper authorization, the City will request the Auditor to deduct Union dues, fees and assessments from the payroll check for the next calendar week following the pay period in which the authorization was received by the City and in which Union dues are deducted, and to send all collected dues, fees and assessments to the Comptroller of the Union or his designee in Columbus, Ohio, once a month.

3.3 All employees in the bargaining unit who have completed their probationary period from date of hire, and are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

The fair share amount shall be one hundred percent (100%) of regular monthly membership dues.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein.

3.4 It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees and assessments and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

3.5 The City shall be relieved from making such individual check-off deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed upon leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or the terms of this Agreement.

3.6 The City shall not be obligated to make dues, fees or assessment deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, fees and assessment deductions.

3.7 It is agreed that neither the employee nor the Union shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.

3.8 The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Comptroller of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues, fees or assessment deduction.

3.9 Each eligible employee's written authorization for dues, fees and assessment deduction shall be honored by the City for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the City and the Union that the check-off authorization has been revoked, at which point the dues, fees and assessment deduction will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the City. A revocation request may be submitted by an employee only, no earlier than forty (40) days and no later than ten (10) days prior to the expiration of this Agreement.

All dues, fees and assessment deductions, at the City's option, upon written notice by certified mail to the Union, may be canceled upon the termination date of this Agreement.

## **ARTICLE 4 UNION REPRESENTATION**

4.1 The Union agrees to notify the City by letter from the Union headquarters of the State Officers and professional staff representatives who normally service the local.

The City agrees to permit one (1) State union representative access to the City's facilities and worksites during the working hours upon advance notice to the City. Such visitations shall be for the purpose of participating in the adjustment of grievances and attending other meetings, as permitted herein.

4.2 The Union agrees to provide the City a list of local officers' names and positions held. The Union agrees to keep the list current.

4.3 The Union will designate one (1) steward for each shift in each department. The Union will select one (1) steward as Chief Steward. In the absence of the steward assigned to the represented group, as noted above, the Chief Steward will have the same privileges as the steward, with the added responsibility of representing stewards.

4.4 The Local President has the same privileges and may act in the place of the Chief Steward.

4.5 A steward involved in representation of an employee at a grievance presentation or disciplinary conference, will be permitted to leave his work and work area to represent that member at the meeting, provided the steward has received approval from his Department Head and provided the steward notifies his Department Head of his time of departure from and upon his return to the job. Approval shall not be unreasonably withheld. The City will provide a log record for this purpose.

If the meeting is scheduled during the steward's duty hours, the steward shall not suffer any loss of pay while attending the meeting.

4.6 The Local President and Chief Steward will be permitted forty (40) hours each annually to investigate grievances without loss of regular straight time pay or benefits. They may arrange with the Safety-Service Director for a transfer of time from one to the other.

Each will note on the steward's log when he is investigating grievances.

4.7 An employee shall not be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

4.8 The investigation and writing of grievances shall be on non-work time, except as provided in Sections 4.3 and 4.6.

4.9 Rules governing the activity of Union representatives are as follows:

(a) The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further

agrees not to conduct Union business during working hours except to the extent authorized by the Agreement.

(b) The Union shall not conduct Union activities in any work area off duty without notifying the supervisor in charge of that area of the nature of the Union activity.

(c) The Union employee (president or steward) shall cease unauthorized Union activities immediately upon request of the supervisor of the area in which Union activity is to be conducted or upon the request of the president's or steward's immediate supervisor.

4.10 Meetings of the committees of the Union will be permitted on City property, when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question.

4.11 Unless the City intends to prosecute an employee, in which case an employee may invoke his right not to incriminate himself employees ordered to answer questions during an investigation shall do so or be subject to discipline. If an employee refuses to answer a question during an investigation, the City shall make its employment decisions based on its information. If the City intends to prosecute an employee, it shall notify him of its intent to do so.

## **ARTICLE 5 BULLETIN BOARD**

5.1 Employees shall be provided bulletin board space for use by the Union to enable their members to see notices posted when reporting to or leaving their work stations.

5.2 The items posted shall not be political partisan or defamatory.

## **ARTICLE 6 LABOR MANAGEMENT MEETINGS**

6.1 Once per quarter at the request of either party, the Safety-Service Director and/or his designees shall meet with not more than five (5) employee representatives and one (1) professional staff representative of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

6.2 An agenda will be mutually agreed to at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

(a) Discuss the administration of the Agreement;

(b) Notify the Union of changes made by the City which affect bargaining unit members of the Union;

- (c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- (d) Disseminate general information of interest to the parties;
- (e) Discuss ways to increase productivity and improve efficiency; and
- (f) Consider and discuss health and safety matters relating to employees.

6.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened within five (5) days.

6.4 Labor/management meetings are not intended as negotiation sessions to alter or amend the basic Agreement.

6.5 Bargaining unit employees representing the Union, as authorized by this Agreement, in labor/management meetings shall be given sufficient time without loss of pay or benefits to attend these meetings, provided operational needs do not require the employee's presence at the worksite. The City shall not be required to pay employees for attending during their non-working hours.

The City shall normally schedule the meetings during working hours.

6.6 As a courtesy and to facilitate the adjustment of work schedules, the Union representatives will personally notify immediate supervisors and department heads of the dates and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

## **ARTICLE 7 MANAGEMENT RIGHTS**

Except to the extent expressly abridged only by the specific articles and sections of this Agreements the City reserves, retains and possesses, solely and exclusively, all the inherent rights and authority to manage and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this Agreement. The sole and exclusive rights and authority of the City include specifically, but are not limited to, the rights listed in O.R.C. Section 4117.08(C), numbers 1-9:

- (1) 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 public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;

- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public employer as a governmental unit.

The City does not have to bargain over its management rights or their effects.

## **ARTICLE 8 NON-DISCRIMINATION**

8.1 Neither the City nor the Union and its officers, shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, age (over 40), political affiliation, handicap, or membership in the Union.

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

8.3 The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraints, or coercion by the employer or any employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

8.4 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

8.5 The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or Union activities.

## **ARTICLE 9 NO STRIKE NO LOCKOUT**

Inasmuch as this Agreement provides machinery for orderly resolution of grievances, the City and the Union recognize their mutual responsibility to provide for Uninterrupted services to the citizens of the City of Mount Vernon. Therefore:

(a) The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the City, or other concerted activity, by its members or other employees of the City. When the City notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post notice, the City shall have the option of canceling any Article, Section, or Subsection of this Agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

In the event any other Union or group of employees of the City engages in any kind of interruption of the City's business by way of strike or work stoppage of any kind, or other concerted activity, employees in the bargaining unit of this Agreement shall make every effort to come to work or continue to work. In the event such strike or work stoppage presents an immediate and imminent threat of physical harm to a bargaining unit employee and the City does not attempt to provide the employee with reasonable protection, the employee need not work but will not be paid for time lost.

(b) The City agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, Caddie, aid or condone any lockout of members of the Union, unless those members shall have violated Section (a) of this Article.

## **ARTICLE 10 APPLICATION AND INTERPRETATION OF WORK RULES AND DIRECTIVES**

10.1 The parties recognize that it is the philosophy of the City that, to the extent reasonable, bargaining unit members will be put on notice, in writing and in advance of any alleged violations, of work-related conduct expected of them by the City and their fellow workers. The parties further understand that it is in the interest of the City to protect the rights and well being of all bargaining unit members of the City while not unduly restricting the generally accepted individual rights of any employee. Therefore, the City shall promulgate written work-related rules in each department. These rules shall be distributed to each bargaining unit member within ninety (90) days after completion of this Agreement.

10.2 The City agrees that, to the extent any policies and procedures have been or will become reduced to writing, every bargaining unit member shall have access to them for the duration of this Agreement. Copies of newly established written policies and procedures or amendments to existing work-related rules will be furnished to and discussed with the Local President and/or Chief Steward or his designee of the Union at least seven (7) days prior to the effective date of such rules or amendments. Should any policies and procedures conflict with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

10.3 It is the City's intention that policies and directives are to be interpreted and applied uniformly to all bargaining unit members under similar circumstances. The City may, however,

establish different work rules and practices to meet the specific needs of a shift or classification. Of course, any member against whom such rules, policies, and directives are enforced, may challenge the reasonableness or uniformity of their application or interpretation through grievance procedure.

10.4 It is understood that the City has the exclusive authority to promulgate work related policies, procedures, and directives to regulate the conduct of the City's business. Such matters, whenever reasonable, will be reduced to writing and made available to all members. The City shall provide the union reasonable notice of all changes in work rules.

10.5 All new bargaining unit members for the duration of this Agreement shall be supplied by the City a personal copy of all work-related policies, procedures, directives, and this Agreement upon reporting to work.

## **ARTICLE 11 CORRECTIVE ACTION**

11.1 No employee shall for disciplinary reasons be reduced in pay or position, suspended, discharged, or removed except for just cause. Further, no other form of disciplinary action will be taken against any employee except for just cause.

11.2 Disciplinary action on measures shall include only the following:

- (a) oral reprimand (records of oral reprimand may be placed in the employee's personal file);
- (b) written reprimand
- (c) suspension;
- (d) reduction in pay or position; and
- (e) discharge

Layoffs are not disciplinary matters. In most cases, if the City has reason to discipline an employee, it shall be done in a private businesslike manner in order to avoid embarrassing the employee before other employees or the public. The employee shall acknowledge receipt of the disciplinary action taken. Disciplinary actions not done in private are nonetheless effective.

An employee who is requested to meet or confer with a supervisor and who reasonably believes that disciplinary action may result from the meeting, may have his union steward attend with him.

11.3 When any disciplinary action more severe than a written reprimand is intended, the City shall before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action.

11.4 (a) Except in extreme instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with this Agreement.

(b) Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

11.5 Records of oral and written reprimands shall cease to have force and effect and be shall be removed from the active personnel file twelve (12) months after their effective date, and all records of other disciplinary action shall cease to have force and effect and shall be removed from the active personnel file eighteen (18) months after their effective date, providing there is no intervening disciplinary actions taken during that time period.

11.6 If a bargaining unit member disagrees with disciplinary action taken, he may use the grievance procedure.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

12.1 The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard and answered and that appropriate action is taken to correct a particular situation.

12.2 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement, during its term.

12.3 Where the alleged grievance is of a nature that qualifies for investigation or appeal under the rules of the Ohio Civil Rights Commissions or the Equal Employment Opportunity Commissions, the aggrieved employee may only appeal the grievance through Step 3 of this Agreement and may not arbitrate said grievance under this Agreement, unless the employee first waives any and all recourse he has through those agencies. The City will provide a form for this purpose. If the agencies determine they have no jurisdiction over this matter, the waiver is void and the employee may seek arbitration under this Agreement within ten (10) working days of the date of such a determination.

12.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. If the supervisor and the department head are one and the same, the grievance shall be submitted to the person who is in line of authority over the grievant and is not a member of the bargaining unit. Grievances involving suspension or discharge may be initiated at the Safety-Service Director step.

A grievance may be brought by a member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting members in the same manner, one member selected by each group shall process the grievance.

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

All written grievances must contain the following information:

- (a) aggrieved employee's name and signature;
- (b) aggrieved employee's classification;
- (c) date grievance was filed in writing;
- (d) name of supervisor with whom grievance was discussed;
- (e) date and time grievance occurred;
- (f) where grievance occurred;
- (g) description of incident giving rise to the grievance;
- (h) Articles and Sections of Agreement violated;
- (i) resolution requested; and
- (j) date grievance was first discussed

12.5 The following steps shall be followed in the processing of a grievance, in order for a grievance to receive consideration.

**INFORMAL STEP:** A bargaining unit member having a grievance will first attempt to resolve it informally with his immediate supervisor as a preliminary step prior to pursuing the formal steps of the grievance procedure. There shall be no Union representation at this informal step. The immediate supervisor shall provide a verbal answer to grievant within ten (10) working days.

**STEP 1 - IMMEDIATE SUPERVISOR:** If the employee and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the employee may process the grievance to Step 1 of the procedure, the grievant will present the alleged grievance, in writing, to his immediate supervisor, not in the bargaining unit, as soon as possible but not to exceed ten (10) working days after the event or circumstance giving rise to the grievance has occurred, using the form jointly developed by the parties. It shall be the responsibility of the immediate supervisor to investigate, schedule, and hold a meeting within ten (10) working days following the day on which the immediate supervisor held the meeting with the grievant.

**STEP 2 - DEPARTMENT HEAD:** Should the grievant not be satisfied with the answer he received at Step 1, the employee may process the grievance to Step 2 of the procedure. The grievant must present the alleged grievance to the department head within ten (10) working days following the reply at Step 1. It shall be the responsibility of the department head to investigate, schedule, and hold a meeting within ten (10) working days from the date the grievance was

submitted with the grievant, and provide written answers to the grievant within ten (10) working days following the day on which the department head was presented the grievance.

**STEP 3 - SAFETY-SERVICE DIRECTOR:** The employee may process the grievance with the Safety-Service Director and/or his designee within ten (10) working days after receiving the Step 2 reply. The Safety-Service Director and/or his designee shall have ten (10) working days in which to hold a meeting with the aggrieved employee. He shall investigate and attempt to adjust the matter and shall respond to the grievant with a written answer within ten (10) working days, following the meeting. The Safety-Service Director will meet privately with the grievant prior to the meeting, if the grievant so requests.

12.6 When an employee covered by this Agreement represents himself in a grievance, no settlement shall conflict with any provision of this Agreement. An employee may choose one (1) other employee, who shall be a union steward, to accompany him in Step 1, 2, and 3 of this procedure. In addition to the union steward at Step 3, the grievant may have a professional staff representative present.

It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that in the interest of resolving grievances at the earliest possible step of the grievance procedure it may be beneficial that other representatives not specifically designated, be in attendance. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend such meeting, if such additional representative(s) has input which may be beneficial in attempting to bring resolution to the grievance.

12.7 The City and the Union will use the grievance form currently in use. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

12.8 **ARBITRATION.** Should a grievant, after receiving the written answer to his grievance at Step 3 of the grievance procedure, still feel that the grievance has not been resolved to his satisfaction, he may, through the Union, request that it be heard before an arbitrator. The Union must make written application to the Safety-Service Director for arbitration within ten (10) working days of his receipt of the written answer from the Safety-Service Director at Step 3, and it is understood that the Union shall make the determination as to whether to arbitrate a grievance. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the City.

12.9 The first question to be placed before the arbitrator will be whether or not the alleged grievance is related to matters specifically covered by the Agreement. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the Same arbitrator in the same hearing. If the grievance is not arbitrable, the grievance will be considered concluded at that point and the arbitration costs will be paid by the losing party.

12.10 Upon receipt of a notice to arbitrate, the parties will request a panel of potential arbitrators from the Federal Mediation and Conciliation Service. The parties will choose an arbitrator by alternatively striking names from the panel until one name remains. FMCS will be

notified of the arbitrator and a hearing will be scheduled within forty-five (45) days of selecting the arbitrator. If the chosen arbitrator is unavailable to hold a hearing in 45 days, the parties can mutually agree to a later date. Absent mutual agreement, the arbitrator stricken last from the list will be contacted. If that arbitrator cannot hold a hearing within 45 days and there is not mutual agreement to extend, the parties will request another panel from FMCS.

12.11 The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and he shall be without power or authority to make any decisions:

(a) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.

(b) Concerning the establishment of wage scales.

(c) Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.

(d) Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

12.12 The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Safety-Service Director, the spokespersons, and the grievant. The decision of the arbitrator shall be final and binding on the parties.

12.13 The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expenses of any witness shall be borne, if at all by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

12.14 The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings, awards, and all supporting data to the office of the Safety-Service Director of the City and to the Columbus headquarters of the Union within no more than thirty (30) consecutive days. Arbitration proceedings shall take place in the City of Mount Vernon.

12.15 The parties agree that the terms and conditions of the arbitrator's award are binding on both the City and the Union.

12.16 When a grievant, supervisor, department head, or Safety-Service Director is required to perform an act under this grievance procedure that falls on his scheduled day off, or during paid leave or approved leave without pay, he shall have through his new working day to perform the act.

12.17 It is agreed that the language Contained in this Article, to the extent that it requires the Employer to schedule and hold a grievance hearing within a set time frame, will be satisfied by good faith effort and that the time limits contained in this Article may be extended if either party is absent from work on the actual due date. If an absence occurs on the day of an arbitration,

resulting in a postponement or cancellation of the arbitration, the side whose party is absent shall pay any arbitrator's fee for that day.

### **ARTICLE 13 PERSONNEL FILES**

13.1 It is recognized by the parties that the City must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the City. However, to the extent that any records, papers, or other documents covering bargaining unit members are not legitimately considered unavailable to review by such members, every member shall be allowed to review his or her personnel file at any reasonable time upon request. If any member is involved in a grievance regarding such matters in his personnel file may be material, the affected employee's Union representative shall also be granted the use of the members personnel file at reasonable times where such access is authorized in advance, by the bargaining unit member.

13.2 For the duration of this agreement, if a bargaining unit member, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he/she has access, the member may write a memorandum to the Safety-Service Director or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Safety-Service Director sustains such allegations he shall do one of the following:

(a) The member's memorandum may be attached to the material in question and filed with it and the Safety-Service Director or his representative shall note thereon his concurrence; or

(b) The Safety-Service Director or his representative may remove the inaccurate material from the personnel file if he feels that its inaccuracies warrant such removal.

13.3 For the duration of this Agreement any new material placed in the bargaining unit member's personnel file, after the effective date of this Agreement, which is not legitimately excluded from review by the member, may be reviewed.

If such material is not inaccurate but the member feels that clarification of such material is necessary, the member may submit to the Safety-Service Director or his representative a written, clarifying or explanatory memorandum not to exceed one (1) page in length. Unless the memorandum contains derogatory or scurrilous matter regarding the administration or any other employee, the Safety-Service Director will immediately have such memorandum attached to the material to which it is directed and placed in the member's personnel file. Review by the employee shall be at reasonable hours.

## **ARTICLE 14 PROBATION PERIODS**

14.1 **NEW HIRE.** Every newly hired full-time employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one hundred eighty (180) days. Probationary employees may be removed during their initial probationary period without cause.

14.2 **PROMOTED EMPLOYEES AND EMPLOYEES WHO VOLUNTARILY TRANSFER.** A newly promoted employee or employee who voluntarily transfers from a higher classification to a lower classification shall serve a probationary period of one hundred twenty (120) days. An employee in a probationary status under this section may be removed from his new position with cause, or he may request to be returned to his former position during the probationary period. The City shall place the employee so removed or returned in a position in the classification held immediately prior.

14.3 Probationary newly hired employees may neither join the Union nor file grievances until they have satisfactorily completed their New Hire Probationary Period.

14.4 Should the City reclassify any employee, he shall not be required to serve another probationary period.

## **ARTICLE 15 PROMOTIONS AND TRANSFERS**

15.1. **Terminology.** A vacancy is an opening in a permanent full-time or permanent part-time position within the bargaining unit which the City decides to fill. A lateral transfer is the movement by an employee to a position in the same classification and in the same pay rate as that currently held by the employee. A promotion is the movement of an employee to a posted vacancy in a classification with a higher pay rate than that currently held by the employee. This article also includes transfers from a higher classification to a lower classification.

15.2. **Posting.** The department shall post a city-wide vacancy notice naming the available job, describing the required duties and responsibilities, and outlining minimum qualifications and the probationary period. The City may also advertise the position in the local newspaper and employment agencies if it is not satisfied with candidates from the City or Department. The job posting shall be for no longer than seven (7) working days, including the first working day of the posting. An employee must submit his written request to the Safety Service Director during the posting period or he has waived his right to be considered for the vacancy.

15.3. **Selection.** The City decides all promotions, lateral transfers and voluntary transfers. The City shall select the candidate it deems most qualified by considering the candidate's skill, qualifications, experience, potential, and, if an employee is a candidate, total years of continuous service and overall job record. The City may measure a candidate's skill, qualification, or potential to perform an available job through job-related testing or other objective means. Department employees will be given first consideration for available vacancies, City employees second consideration, and outside employees third consideration.

15.4. Frequency. An employee may be transferred only once every year unless otherwise approved by the City. Newly-hired employees shall not be eligible for transfer until they have been employed for two (2) years.

## **ARTICLE 16 HOURS AND OVERTIME**

16.1 The normal work week for all regular bargaining unit employees covered by this Agreement shall be forty (40) hours in pay status work in five (5) consecutive eight (8) hours' days, exclusive of the time allotted for meals, during the period starting 12:01 am Sunday to 12:00 pm midnight Saturday, except where different hours are necessary to meet operations requirements as is the case of operators of Water/Waste-Water Plant. This Section shall not constitute or be construed as a guarantee of hours of work per day or per week, and the City reserves the right as operational needs and conditions require to establish and/or change work hours and work scheduling.

16.2 For bargaining unit members working the normal week schedule described in Section 1, all hours worked in any work week in excess of forty (40) hours worked per week or in excess of eight (8) hours per day shall be compensated at the rate of one and one-half (1 and 1/2) times the straight time hourly rate calculated on a forty (40) hour basis. All hours worked in excess of eight (8) consecutive hours will be paid at the rate of time and one-half unless the initial eight (8) hours were already on an overtime rate. Open shifts created by any means of time off and being less than three (3) consecutive days off shall be offered as overtime. Open shifts of three (3) or more consecutive days shall be filled by changing the day shift operator's schedule as the schedule allows. A minimum of five (5) work days written notice will be provided to bargaining unit employees affected by a work schedule change, except when changes are necessitated by emergency situations; however, a bargaining unit employee will not be required to change his posted schedule solely to avoid the payment of overtime pay to such employee. Further, this Section shall not be construed to give the City the right to reduce the work week of any bargaining unit employee below forty (40) hours per week. If it becomes necessary to consider reducing the work week, the City shall meet with the Union and any reduction in the work week shall be by mutual agreement between the parties.

16.3 The language in Section 16.1 establishing the normal work for all regular bargaining unit employees at forty (40) hours only describes the most common work week among bargaining unit members, and neither that section nor the prohibition in Section 16.2 against reducing a bargaining unit employee below forty (40) hours per week prohibits the City from establishing or maintaining a lesser number of hours in the work week for part-time employees.

16.4 There shall be no pyramiding of overtime for the same hours worked.

16.5 "SHOW-UP PAY" Any bargaining unit employee who shows up for work at his scheduled starting time on any regularly scheduled day (unless notified beforehand) or for previously scheduled overtime shall receive a minimum of four (4) hours' pay for each incident, at the applicable hourly rate, where the City cannot provide work for the bargaining unit employee.

16.6 “CALL IN PAY” Any bargaining unit employee who accepts a request by the City to work during hours outside his regularly scheduled straight-time hours, which hours will not abut his regularly scheduled shift hours on that day, will receive a minimum of four (4) hours’ pay at the applicable hourly rate.

16.7 FLEX TIME Where practical and feasible, the City may allow bargaining unit members to adjust their starting and quitting times.

## **ARTICLE 17**

### **ROTATION OF OVERTIME OPPORTUNITIES**

17.0 Overtime is not guaranteed.

17.1 When the City assigns overtime, it will rotate overtime opportunities among qualified bargaining unit employees in the appropriate classification. The City agrees to post and maintain overtime rosters that shall be made available for inspection. Overtime rosters shall be posted on appropriate bulletin boards in the appropriate facility and will include a list of overtime hours worked and refused, with overtime offered to the bargaining unit employee within the department or unit who, on the roster, has the fewest aggregate hours worked and refused among those qualified to perform the work being assigned.

17.2 The following rules shall apply to overtime opportunity equalization employees.

(a) The equalization groups shall be by job classification of qualified employees.

(b) The department head may designate to the supervisor in charge of the shift the responsibility of calling the bargaining unit employees based on the board computations of overtime credits. If a bargaining unit employee is not at home to receive the call the supervisor in charge shall credit said member with overtime refused for the assignment requested after reasonable effort to contact, and may proceed through the roster. In case of equal hours credited, the most senior employee will be offered overtime first.

(c) A bargaining unit employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused. If a bargaining unit employee is ordered to work overtime after refusing, he shall be credited with only the hours worked.

(d) Overtime hours worked after the end of a shift for completion of an ongoing assignment, shall not be recorded on the roster nor included in overtime opportunity equalization calculations. Section (d) does not apply to the Street Department.

(e) When the City requires overtime, it shall provide employees reasonable notice before scheduling it. The City shall first request qualified volunteers. If more employees are still needed, the City shall then assign the least senior qualified employees-to perform the work. In some cases, when the task to be performed requires a unique skill possessed by certain employees, the City may assign overtime without regard to volunteers or seniority.

(f) When a bargaining unit employee’s name comes up on the roster while the bargaining unit employee is on vacation, National Guard duty, compensatory time, funeral leave,

injury leave, jury duty, or while he is at approved school, he shall not be charged on the roster for the hours he could have worked had he been available. A bargaining unit employee who accepts overtime, but calls in sick rather than working the overtime, will not be charged on the roster for the hours he would have worked, but he will also not be eligible for sick or personal leave pay.

(g) Where there are errors in the distribution of overtime opportunities, as determined by agreement between the steward and the department head, the City will be given the reasonable opportunity to correct the error by granting to any employee who has missed an opportunity the next opportunity for overtime within his or her overtime group. On December 31 of each contract year, the total overtime charged to each bargaining unit employee on the roster will be reduced to zero.

## **ARTICLE 18 COMPENSATORY TIME**

18.1 A bargaining unit employee may accumulate compensatory time off in lieu of overtime. The employee may take compensatory time off with the approval of the department head. Once approved, compensatory time may not be canceled without three (3) days notice, except in emergency situations. Approval will not be unreasonably withheld. If compensatory time is requested with less than seven (7) days' advance notice, then the request can be denied if it will create overtime, or approval can be canceled later if it subsequently becomes known that it will create overtime. Compensatory time requested with at least seven (7) days' notice will not be denied or subsequently canceled solely because granting the request will create overtime.

Any accrued but unused compensatory time will be paid only if the employee submits his request for payment by no later than the end of the business day on the Monday (Tuesday if Monday is a holiday) during the week of the pay day. Payment will be made in a separate check.

Unused accumulated compensatory time shall be annually cashed out in the first pay period in December, except that employees may carry over up to thirty-two (32) compensatory time hours to the following year. If hours are cashed out, they will be paid for at the employee's current rate.

## **ARTICLE 19 TEMPORARY ASSIGNMENT AND PAY**

19.1 Within ninety (90) days after an original appointment has been vacated, the City shall decide to fill or to abolish the position. If the City decides to fill the original appointment, it shall initiate the selection process outlined under the Ohio Revised Code. During the ninety (90) day period, and during the selection process up to the time a new original appointment is made, the City may temporarily assign an employee to perform the work in the vacated position. If a bargaining unit member is temporarily assigned to the vacated position, he shall be paid the existing rate in that classification and in any case no less than his regular rate of pay.

19.2 If a department head or supervisor requires a non-supervisory employee to substitute as a supervisor in a department, that employee shall be paid at the supervisor's rate of pay for all hours worked while substituting for the supervisor. Payment under this section shall be made

only if the employee is actually substituting for the supervisor and is assuming full supervisory responsibilities. Employees who have not been specifically assigned to substitute for a supervisor but who will perform related supervisory duties (such as an Assistant Foreman) during the course of their work- shall not be entitled to supervisory pay.

19.3 When the City determines a need exists, the City may temporarily assign an employee to fill a temporary need in another department. Temporary assignments shall not exceed one hundred eighty (180) days unless mutually agreed to by the parties. The 180 days starts with the date the temporary assignment is made.

19.4 If an employee is required to substitute for another employee in a higher classification, he shall be paid the rate in that classification for all hours worked. Substitute means that the employee is expected to perform all of the job duties in the classification.

This section does not prevent the City from assigning one person from one classification to assist a person in another classification or to perform part of the work described in another classification.

## **ARTICLE 20 HOLIDAYS**

20.1 All bargaining unit employees will observe the following holidays:

New Years Day - First day of January  
Martin Luther King Day - Third Monday in January  
President's Day - Third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - Fourth day in July  
Labor Day - First Monday of September  
Veteran's Day - Eleventh of November  
Thanksgiving Day - Fourth Thursday in November  
Day after Thanksgiving Day - Fourth Friday in November  
Christmas Eve - Twenty-fourth of December  
Christmas Day - Twenty-fifth of December

20.2 Any other day so designated by an act of the President of the United States and/or the Governor of this state or the Mayor of Mount Vernon. If the state changes the day on which any of the above holidays are observed, the dates above will change as well.

20.3 A holiday falling on Sunday will be observed on the following Monday, and a holiday falling on a Saturday will be observed on the preceding Friday.

20.4 Full-time bargaining unit employees with work schedules other than Monday through Friday are entitled to pay for any holiday which is observed on their day off.

20.5 Bargaining unit employees, regardless of their work shift or schedule, are automatically entitled to eight (8) hours' of holiday pay whether they work on the holiday or not. Part-time employees (over 20 hours) are entitled to holiday pay for that portion of any holiday for which

they would normally have been scheduled to work. The recording of the automatic eight (8) hours shall appear on the observed day, unless an employee is scheduled to work on the holiday (as stated in Section 20.1), whereby the automatic eight (8) hours shall appear on the actual holiday.

20.6 Compensation for working on an observed holiday (as stated in Section 20.3) will be one and one-half (1 and 1/2) times the regular rate in addition to the eight (8) hours of holiday pay as described in Section 20.5. Overtime worked on an observed holiday (as described in Section 20.3) shall be paid at one and one-half (1-1/2) times the regular rate of pay. Overtime worked on a holiday as stated in 20.1 (actual holiday) will be paid at the rate of two (2) times the regular rate of pay.

20.7 If a holiday occurs during a period of paid sick or vacation leave, the bargaining unit employees will draw normal pay and will not be charged for sick leave or vacation. On the payroll journal, holiday hours are deducted from sick or vacation leave hours before the entry is inside on the payroll. An employee scheduled to work on a holiday (as stated in Section 20.1) will not take a vacation day on that day. This will not apply if the vacation is part of a scheduled, week-long vacation.

20.8 A bargaining unit member who is absent without leave on a work day immediately preceding a holiday may be denied the holiday unless the absence is subsequently excused by the appointing authority.

## **ARTICLE 21 VACATION**

21.1 CITY DEPARTMENTS. Each full-time forty (40) hour employee of the City shall earn vacation leave upon the completion of years of employment and annually thereafter as follows:

After one (1) year:	88 hours vacation
After six (6) years:	128 hours vacation
After thirteen (13) years:	168 hours vacation
After twenty (20) years:	208 hours vacation

21.2 A bargaining unit employee may carry over three (3) weeks of his vacation beyond his anniversary date by notifying his Department Head. Any additional carry over must be approved by the department head and the Safety-Service Director. If hours carried over beyond two (2) weeks are cashed out, they will be paid for at the rate in effect at the time earned.

21.3 Vacation time off and vacation pay is earned in the year preceding. Therefore, a bargaining unit employee shall qualify immediately after each anniversary date for the vacation time corresponding with his/her years of service, and it may be taken during his/her next anniversary year. Any bargaining unit employee leaving the employ of the City for any reason shall receive pay for accrued but unused, pro rated vacation time.

21.4 If a bargaining unit employee transfers to another department with the City Administration, any unused vacation days which he may have accumulated shall continue to be available for his use. In the case of death, resignation or layoff of a bargaining unit employee,

there shall be paid to the member, or to his widow or other beneficiary as provided by statute, in addition to back pay then due, the vacation pay accrued but unused in accordance with this Article.

21.5 A bargaining unit employee, upon request, shall receive his vacation pay on the payday prior to his taking vacation time off by requesting to the department head seven (7) calendar days prior to payday.

21.6 A bargaining unit employee must cash in vacation leave not carried over on his anniversary date, provided that a bargaining unit employee must take as time off one (1) week of earned, paid vacation per year. Any vacation hours sold back to the City shall be paid by separate check upon request by the employee to the department heads. Such request must be made to the department head seven (7) calendar days prior to a payday.

21.7 Each department head shall determine the manner for scheduling vacations in his department. Vacations requested with adequate notice under the department's procedure shall not be denied unless another vacation has been approved for another employee on the same shift within the department at the same time. Once approved, vacation is guaranteed.

21.8 Beginning January 1, 1989, employees may use their vacation days one day at a time. (This means one (1) day only). Day-at-a-time vacation for City employees is in accordance with department policy.

Each department head has final prior approval over the use of day-at-a-time vacation. Employees must provide a minimum of forty-eight (48) hours' notice before using one vacation day. Day-at-a-time vacation shall not create overtime, unless this is unavoidable as is the case of Water/Waste Water Operators.

## **ARTICLE 22 EMERGENCY CLOSINGS**

When the Mayor or Safety-Service Director declares an emergency and all City departments are sent home, those employees required to work shall be given their regular pay plus one hour of compensatory time for each hour actually worked between 8:00 a.m. and 4:00 p.m. during the declared emergency.

## **ARTICLE 23 PERSONAL LEAVE**

23.1 All bargaining unit members shall be entitled to twenty-four (24) hours off for any personal business in any calendar year. Use of personal leave shall not create overtime unless absolutely necessary.

23.2 An employee may use personal leave upon giving reasonable notice to his department head or supervisor. The request should be in writing. Requests should, when possible, be made a reasonable time in advance of the date or dates requested for use of personal leave, unless the use

is for an emergency situation. An employee requesting leave need not state the reason for leave or the nature of the emergency.

23.3 Personal leave may be used for court appearances, obligations, medical appointments, weddings, religious holidays, or any other matter of a personal nature.

## **ARTICLE 24 UNION LEAVE**

Up to two (2) duly elected Union delegates or alternates taking their place shall be allowed up to seven (7) days total annually with pay to attend conventions or annual President's Conferences of the Union and/or AFSCME/OCSEA. Additionally, one (1) employee who is elected to the State Executive Board of the Union may receive up to six (6) days annually with pay to attend scheduled meetings of the Union's executive Board, provided it does not interfere with the City's operations. The Union shall give the City at least one (1) month's written notice of the employees who will be attending such functions. No more than one employee per department may utilize the above leave at any one time.

## **ARTICLE 25 SICK LEAVE**

25.1 Employees will be entitled to sick leave for:

(a) Illness or injury of the employee or a member of his immediate family living with the employee. (In case of a member of the immediate family not living in the same household, the Safety Service Director may approve sick leave when he believes it justified.)

(b) Medical dental or optical examination or treatment of employee or member of his immediate family.

(c) If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.

25.2 Definition of immediate family for the purpose of sick leave is as follows: grandparents, grandparents-in-law, sister, sister-in-law, brother, brother-in-law, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, spouse, child, grandchild, legal guardian, or other person who stands in place of a parent (*loco parentis*).

25.3 The appointing authority of each employing unit shall require an employee to furnish a satisfactory written signed statement to justify the use of sick leave and funeral leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action including, but not limited to, dismissal. This shall be uniformly administered.

25.4 Each employee shall be entitled to five (5) hours' credit for sick leave pay for each completed eighty (80) hours' pay.

25.5 Except for terminations for just cause, an employee may elect at the time of separation from active service with the City, after ten (10) years of service with the City, to be paid in cash for one-half (1/2) of the value of his accrued but unused sick leave. Such payment shall be based on the employee's rate of pay at the time of the separation and shall be paid only once to an employee.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

The maximum payment which may be made under this Article shall be one-half (1/2) of nine hundred sixty (960) hours accumulated unused sick leave credit provided, after twenty (20) years, an employee shall be entitled to a maximum of one-half (1/2) of one thousand four hundred forty (1,440) hours.

25.6 Employees who separate from active service with the City because of retirement from City employment, and who have ten (10) years or more of service with the City, may, in lieu of payment set forth in Section 25.5, elect at the time of separation to be paid in cash for the value of their accrued but unused sick leave up to a maximum of one thousand two hundred (1,200) hours. Such payment shall be based on the bargaining unit member's rate of pay at the time of separation and shall be paid only once to any bargaining unit member. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time.

Only an employee who is eligible for retirement with the State Public Employee Retirement System as applicable on the last day of service with the City, shall be eligible to be paid for accrued but unused sick leave in accordance with and subject to the maximums in this Section. Such payment shall be made no later than sixty (60) calendar days after the employees effective date of retirement from City employment.

## **ARTICLE 26 BEREAVEMENT LEAVE**

26.1 Bereavement leave shall be granted in the following increments:

- a. Bereavement leave for a spouse, child, father, or mother will be limited to forty (40) working hours.
- b. Bereavement leave for a grandparent, grandparent-in-law, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, legal guardian, or other person who stands in place of a parent (loco parentis) will be limited to twenty-four (24) working hours.
- c. Bereavement leave for an aunt, uncle, or cousin will be limited to eight (8) working hours.

If any additional hours are approved by the City, then they will be charged against a bargaining unit member's sick leave.

26.2 Requests for funeral leave may be made by telephone. A written form confirming the reason for leave must be submitted on return to work. Falsification of a request shall be grounds for disciplinary action including, but not limited to, dismissal.

## **ARTICLE 27 INJURY LEAVE**

27.1 Injury Leave Pay Status may be granted to any City employee who suffers a disabling physical injury while at work and performing work-related duties.

Injury Leave Pay Status will begin following the first day the injury occurred and after the examining physician determines that the injury is disabling in nature. Injury Leave Pay Status will continue until the employee is released by a physician to return to work or for six (6) months (180 Calendar Days), whichever occurs first.

27.2 In order to qualify for Injury Leave Pay Status the employee must:

- (a) Have suffered a bona fide on-duty work related injury.
- (b) The injury must prevent the employee from performing his/her normal duties.
- (c) Report such injury within forty-eight (48) hours of the occurrence, using the approved City Injury Report Form, to his immediate supervisor. This notice requirement does not apply if the injured employee is unconscious or incapacitated at the time of injury.
- (d) Timely comply with all administrative requirements of the City, Worker's Compensation, or the Industrial Commission.
- (e) Report to his/her Department Head of each pay period and inform the Department Head of his/her current medical status.
- (f) Release to the City - All medical records pertaining to the injury's diagnosis, treatment and therapy.
- (g) Comply with any additional reasonable requests that the Service Director deems necessary in regard to the injury.
- (h) Not have refused any transitional work duties offered by the City under the Transitional Work Program discussed in Article 27.9 below.

27.3 Any employee who is granted Injury Leave Pay Status shall, at the request of the Safety-Service Director, submit him/herself to a physical examination by a physician of the City's choice. The City shall pay for the physical examinations. In the event the physician finds that such person is able to resume his/her duties, the employee may be ordered to do so.

27.4 For purposes of this Article, physical injury shall be defined as any injury preventing the employee from performing his or her normal duties, including psychological disorders, but not including stress.

27.5 Injury Leave Pay Status is not to be deducted from the employee's sick leave. After six (6) months (180 Calendar Days) from the date the Injury Leave Pay Status began, if the employee is not able to return to work and perform duties in his/her usual capacity, sick leave days must then be used.

Injury Leave Pay Status applies to current injuries only. Employees claiming recurring injuries from prior incidents are not covered for more than the remainder of the 180 Calendar Days initially used for the injury.

27.6 Pay for Injury Leave Pay Status will be an amount equal to the difference between Worker's Compensation and an employee's gross pay for a period of not more than 180 Calendar Days from the date of the injury.

Inasmuch as Worker's Compensation payments are delayed, the City will continue to pay the employee on a regular schedule.

When Worker's Compensation checks are received by the employee, the employee will reimburse the City for the amount of the checks.

27.7 If a holiday occurs during the period of the Injury Leave Pay Status, Holiday time will be used, not injury leave.

27.8 Any Personal Time accrued will be forfeited if the Injury Leave Pay Status goes beyond the contract Anniversary Date. There will be no Personal Time carried over into the next year.

27.9 Employees who are injured while at work and performing work-related duties and are, as a result, temporarily unable to perform their normal duties, may be offered transitional work duties under the Transitional Work Program. An injured employee will be evaluated by a health care professional designated by the City to determine if the employee is capable of performing transitional work duties.

(a) Transitional Work Program duties will be determined at the sole discretion of the Department Head with final approval of the Safety Service Director and in accordance with the recommendations of the health care professional that evaluates the employee. Transitional Work Program duties may include adjusted work schedules.

(b) Transitional Work Program duty assignments will not exceed ninety (90) calendar days. At the conclusion of this time period, the employee will either return to full duty or be removed from the Transitional Work Program.

(c) An employee who does not accept a Transitional Work Program assignment will not be eligible for Injury Leave Pay under this Article for any period of time during which the Transitional Work Program duties were made available. However, if an employee is still unable to assume regular duties at the end of the 90-day transitional work duty assignment, then the

employee will be eligible for Injury Leave Pay Status thereafter in accordance with the terms of this Article.

27.10 Employee disabled shall exhaust their accumulated time off after their Injury Leave Pay Status is over. Employees disabled at that point, that are unable to resume their normal work duties, may be placed on unpaid leave for up to one (1) year from the date that Injury Leave Pay Status began. Employees unable to return to work within one (1) year may be separated and given reinstatement rights as prescribed in the Ohio Revised Code.

## **ARTICLE 28 HEALTH AND SAFETY**

28.1 Where the circumstances deem it necessary employees shall be expected to wear all safety equipment issued by the City. Nothing in this Article is intended to require the City to purchase specific equipment, tools, safety, or first aid equipment. The City agrees that the "Safety Boot Policy" currently in effect will be followed during the life of this Contract and that the policy will not be changed without first bargaining with the Union.

28.2 There shall be a Safety Committee made up of the Mayor, Safety-Service Director, Union President, and one Union rep. for every department, up to a maximum of five (5) who shall meet monthly (when necessary) for reviewing current health and safety conditions concerning employees. Recommendations made by the Safety Committee are advisory only.

28.3 Bargaining unit representatives to the Committee shall be allowed a reasonable amount of time within their department to investigate health and safety conditions, and to attend any Committee meetings scheduled.

28.4 To the extent possible, the City agrees to furnish and to maintain in safe working condition all tools, facilities, vehicles and equipment, and all necessary supplies for same required to safely carry out the duties of each departmental positions. Bargaining unit members are responsible for reporting in writing to the department head, Safety Committee, and Safety-Service Director any unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the City. The Union and the City share equal responsibility and liability for identifying safety hazards and complying with safety rules.

28.5 Adequate first-aid equipment and training will be provided by the City. The City will provide a minimum of four (4) hours' first-aid training during the first year of the contract.

28.6 Any equipment, tools, and vehicles which a bargaining unit member in good faith believes to be unsafe shall immediately be reported in writing to his supervisor, department head, Safety Committees and Safety-Service Director. An investigation by the supervisor shall be required and every effort made to correct same immediately. If the bargaining unit member is not satisfied, the Safety Committee is to be notified for their investigation and proper reports made.

28.7 It shall be the responsibility of the department head for the proper shift manning.

## **ARTICLE 29 TRAINING PROGRAMS**

29.1 The City may schedule training programs. Bargaining unit members shall attend such training programs, without loss of pay. All approved expenses are paid by the City.

29.2 With written approval of the applicable department head and the Safety-Service Director, the cost involved in out-service training pursued by a bargaining unit member on a part-time basis within his or her occupational employment, including tuition, registration, laboratory fees, and any other required fees, shall be reimbursed in full for each subject to the bargaining unit member on the following conditions:

(a) A bargaining unit member must have obtained a “Passing” grade on each subject and present the same when requesting reimbursement.

(b) If the part-time out-service training is required by the City and occurs during regular work hours, a bargaining unit employee shall be granted leave without loss of pay and with reasonable travel expenses.

(c) If the part-time out-service training is not required but is approved by the City, a bargaining unit employee shall be granted leave without loss of pay, but will not receive travel expenses.

29.3 The term “out-service” as used in this Section means training programs not directly related to the bargaining unit member’s specific job responsibilities but where there would be mutual benefit to the City and the bargaining unit member in the performance of his job responsibilities. This does not include courses eligible for reimbursement under the Tuition Reimbursement Policy.

## **ARTICLE 30 HOSPITALIZATION AND MEDICAL INSURANCE**

30.1 Major medical insurance, dental insurance, and a prescription drug card will be provided to bargaining unit members as follows, subject to Article 49.5:

(a) Major medical insurance and a prescription drug card will be provided through the Medical Mutual of Ohio SuperMed Plus Medical \$1000 deductible plan and the Medical Mutual of Ohio prescription drug card plan. A summary of the benefits for the medical plan and the prescription drug card plan is contained in Appendix C.

(b) Dental insurance will be provided through the City’s self-insured plan. A summary of the benefits for the plan is contained in Appendix C.

30.2 Health Reimbursement Account (HRA). The City will provide an HRA for bargaining unit members in the amount of nine hundred dollars (\$900.00) for single coverage and eighteen hundred dollars (\$1800.00) for family coverage. Members with single coverage must pay the first one hundred dollars (\$100.00) of the one-thousand dollar (\$1,000.00) single-plan deductible, after which the City pays the remainder under the HRA. Members with family

coverage must pay the first two hundred dollars (\$200.00) of the two-thousand dollar (\$2,000.00) family-plan deductible, after which the City pays the remainder under the HRA.

30.3 Premium Contributions. The monthly premiums for major medical insurance, dental insurance, and the prescription drug card shall be split between the City and bargaining unit members as follows:

Contract Year 2012 (Effective June 1, 2012): The City shall pay 88% of the cost of monthly premiums and the member shall pay 12%.

Contract Year 2013 (Effective January 1, 2013): The City shall pay 86.5% of the cost of monthly premiums and the member shall pay 13.5%.

Contract Year 2014 (Effective January 1, 2014): The City shall pay 85% of the cost of monthly premiums and the member shall pay 15%.

These percentages are subject to adjustment under the provisions of the Wellness Program in Article 30.4.

30.4 Wellness Program. Members and their spouses who receive their major medical insurance, dental insurance, and a prescription drug card through the City shall be subject to the wellness program provided by Medical Mutual of Ohio and set forth in this Article 31.4. The Union and the City agree that wellness programs are regulated by federal and/or state law and that the wellness program provided by Medical Mutual of Ohio may be subject to changes imposed by federal and/or state law during the life of this agreement. In the event federal or state law governing wellness programs is amended, and as a result any provisions in this Article 30.2 are inconsistent with the amended law, then the inconsistent provisions in this Article 30.2 will change to comply with the amended law.

- (a) General Description of the Wellness Program. The wellness program consists of an annual health screening and health assessment provided through Medical Mutual of Ohio. The health screening and health assessment will measure the following health indicators: (i) tobacco use; (ii) blood pressure; (iii) LDL cholesterol; and (iv) hemoglobin A1c. A physical examination by a doctor may be used in lieu of the health screening so long as it tests the four health indicators listed in this section. Other details on the wellness program may be obtained from the City upon request to the Safety Service Director.
- (b) Affect on Members' Premium Contributions. Participation or non-participation in the wellness program shall affect a member's monthly premium contributions for major medical insurance, dental insurance, and prescription drug card as follows:

Contract Year 2012: The member and his or her covered spouse must complete Medical Mutual of Ohio's annual health screening and assessment. If either the member or covered spouse fails to complete the annual health screening and assessment by December 31, 2012, the member's premium contribution shall be increased to 25% effective January 1, 2013.

Contract Year 2013: The member and his or her covered spouse must complete the annual health screening and assessment and premiums shall be affected as follows:

- (1) If either the member or the covered spouse fails to complete the annual health screening and assessment in contract year 2013, then the member's premium contribution shall be increased to 25% effective January 1, 2014.
- (2) If the member and the covered spouse complete the health screening and assessment, then the member's premium contribution shall be increased as follows effective January 1, 2014:
  - (i) For a positive tobacco test: premium contribution increased by 2%.
  - (ii) For a result in excess of the target level for blood pressure: premium contribution increased by 1%.
  - (iii) For a result in excess of the target level for LDL cholesterol: premium contribution increased by 1%.
  - (iv) For a result in excess of the target level for hemoglobin: premium contribution increased by 1%.

30.5 The City will provide the Union President with a copy of the plan documents for the major medical, dental, and prescription drug card coverages. The City will maintain the benefits and programs described in this Article unless the benefits or programs are unilaterally eliminated from coverage or modified by the insurance carrier or the stop-loss insurance carrier. If the insurance carrier or the stop-loss carrier refuses to cover some benefits or programs, the City will bargain with the Union in an attempt to make adjustments in the lost benefits or programs.

30.6 Only one family medical plan shall be provided to employees whose spouses also work for the City.

30.7 Life Insurance. After an employee works 180 days, he will be provided a fully paid \$15,000 group life insurance policy.

30.8 Liability. All employees shall be covered by liability insurance in amounts determined by the City. The City shall pay the liability insurance premiums.

30.9 The Union has the right to provide input into the selection of the insurance carrier. The City makes the final selection of the insurance carrier.

## **ARTICLE 31 UNIFORMS**

31.1 The standard uniform for any department shall be prescribed by the department head.

31.2 All non-uniformed bargaining unit members in other departments needing protective clothing (one pair of coveralls) shall be outfitted through department heads, to be maintained by the member (except for necessary replacement).

31.3 City uniform or equipment lost or damaged in the line of duty will be replaced by the City pending a report submitted in writing to the department head and not in conflict with this Agreement or departmental policies and procedures.

The City shall reimburse an employee for personal property reasonably and necessarily worn or carried when such property is damaged or destroyed as a direct result of the employee's performance of his official duties. Such reimbursement shall not exceed One Hundred Fifty Dollars (\$150.00) per occurrence except eyeglasses, which shall not exceed two hundred dollars (\$200.00) per occurrence and shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the damage or destruction.

## **ARTICLE 32 WAGES**

Wages for bargaining unit employees are outlined in Appendix A. Wages for bargaining unit members will be adjusted to reflect the following wage agreement over the term of this contract:

January 1, 2012 wages to be increased by (0) zero percent.

January 1, 2013 wages to be increased by (1 ½) one-and-a-half percent.

January 1, 2014 wages to be increased by (2 ½) two-and-a-half percent.

## **ARTICLE 33 JURY AND WITNESS DUTY**

33.1 An employee called for jury duty by a federal, state or municipal court in Ohio or who is subpoenaed to testify on a job-related matter by the Employer before a court of law or administrative board or agency shall be granted a leave of absence for the period of jury service or witness service and will be compensated at his regular rate of pay, unless he elects to keep the jury duty or witness pay, in which case he shall not receive his regular pay.

33.2 To be eligible for jury duty pay or witness pay, an employee shall notify his supervisor in advance. The employee shall remit to the Employer whatever sum is paid to him as compensation for his appearance or service. The employee shall remit a certificate showing evidence that he appeared and served as mentioned above to receive pay for same.

33.3 If the employee is released from jury duty or witness duty within four (4) hours from the end of the work day, the employee shall return to work.

33.4 An employee shall not receive pay under this Article for a case in which he is a party, unless he is a defendant in an action that arises out of the performance of his job duties.

#### **ARTICLE 34 SHIFT DIFFERENTIAL**

Any employee who is regularly assigned to work between 4:00 p.m. and 12:00 a.m. will be paid a shift differential of \$.20 per hour for each hour actually worked between those hours. Any employee who is regularly assigned to work between 12:00 a.m. and 8:00 a.m. will receive a shift differential of \$.25 per hour for each hour actually worked between those hours. For purposes of computing overtime compensation, any shift differential to which an employee is entitled will be considered part of the straight-time rate of pay. Employees will receive differential pay only for hours actually worked and not for hours paid status but not actually worked.

#### **ARTICLE 35 LONGEVITY**

35.1 Each employee with five (5) or more years of service will receive a longevity supplement to the hourly pay rate of .08 per hour at the completion of the fifth (5th) year of service and an additional .04 per hour at the completion of each year of service thereafter, up to and including the completion of the thirtieth (30<sup>th</sup>) year of service.

35.2 The longevity wage supplement will be deducted from the base hourly rate for purposes of applying the annual percentage wage increases called for under this contract and added back to the base hourly rate after the percentage increases are applied.

#### **ARTICLE 36 PERS CONTRIBUTIONS**

Upon approval from the Funds, the City will subtract the employees' contribution from their gross pay before taxes are deducted.

#### **ARTICLE 37 SUBCONTRACTING**

The City agrees that for the duration of this Agreement, there shall be no subcontracting of any work normally performed by the City's bargaining unit members unless:

(a) All bargaining unit members in affected classifications are recalled if any were laid off;

(b) All bargaining unit members in affected classifications are working eight (8) hour work days and five (5) day work weeks.

(c) The City has given two (2) weeks' prior notice to the Union of its intent to subcontract or its intent to ask for legislation to subcontract any services and has allowed the Union to be heard at a public meeting of the City Council of Mount Vernon, Ohio, on such matters before a decision was made;

(d) There is an unforeseeable emergency or catastrophic situation that would deem such action, however, this subcontracting shall not continue for more than thirty (30) days.

### **ARTICLE 38 ECONOMIC BENEFITS**

The parties agree that any wages, insurance benefits, differentials, or days off provided to the employees in the bargaining unit, effective on December 31, 2011, by City Ordinance, which benefits are not changed in the Agreement, shall not be reduced during the life of the Agreement. This is not a maintenance of standards clause.

### **ARTICLE 39 NEGOTIATIONS**

39.1 The times and places for negotiating any agreement succeeding the Agreement and the number and pay status of employees representing the Union in those negotiations will be addressed, along with other matters, in the ground rules governing those negotiations.

39.2 Ground rules for negotiating any succeeding agreement shall be determined by mutual agreement between the City and the Union and a ground rules meeting. Said meeting shall take place between ninety (90) and sixty (60) days prior to the expiration of this contract.

39.3 In consideration of the mutual promises exchanged between them, the parties promise to negotiate in accordance with the terms outlined in this negotiation agreement.

39.4 NEGOTIATIONS. Negotiations will be between the City of Mount Vernon and Dan Emmett Chapter of/and the Ohio Civil Service Employees Association, Local 11/American Federation of State, County, and Municipal Employees, AFL-CIO.

39.5 LOCATION. Meetings will be held at a mutually agreeable site.

39.6 DATES AND TIMES. Meetings will be scheduled by mutual agreement as necessary. Sessions shall be for four (4) hours maximum, except where extended by agreement of the parties.

39.7 COMMITTEES. The bargaining committees will consist only of the following:

For the City - Safety-Service Director, City's attorney, and selected department heads.

For OCSEA - Three (3) OCSEA members designated at the first bargaining session.

Pay Status - Employees shall not lose pay while negotiating on their scheduled time. They shall not be paid for negotiating on their time off.

39.8 CHIEF NEGOTIATORS. There shall be only one spokesperson for each party, except that he may, on occasion, request one of his team members to address a specific issue.

For the City – Representative  
For OCSEA – Representative

It is understood that no tentative agreement on any Article, oral or written, is effective unless specifically agreed to by the chief negotiators for each party. Any agreement which is not approved by the chief negotiators is ineffectual. Bargaining shall only be between the two chief negotiators.

39.9 DATA. All requests for data shall be in writing. Both parties will cooperate in providing requested information as soon as possible.

#### 39.10 WRITTEN PROPOSALS/MATERIAL

(a) All written proposals and material shall be submitted in sufficient quantity to provide copies for each of the other party's bargaining team, if possible.

(b) Each party shall submit its entire bargaining package by the second bargaining session. Thereafter, no other bargaining topic may be demanded unless agreed to by both parties.

(c) Fact-finding shall be limited to addressing those subjects from the parties' most recent proposals not tentatively agreed to during bargaining.

#### 39.11 AGREEMENTS

(a) Articles and materials agreed to by the parties will be reduced to writing, duplicated, dated, and initialed by the chief negotiators and Union President as tentative agreements.

(b) It is understood that such tentative agreements, although not finally resolved, shall not be amended without express mutual consent of the parties' chief negotiators.

(c) If tentative agreements are reached on all Articles to be included in the parties' contract, the OCSEA bargaining committee shall present the agreement to its membership for ratification vote. The OCSEA bargaining committee shall then notify the City's chief negotiator about the result of the ratification vote. The City's bargaining committee will then present the agreement to the City Council for its ratification. The City's chief negotiator will promptly notify OCSEA's chief negotiator about the Council's action.

39.12 RECORDING. No mechanical or other recording devices shall be used during the negotiation sessions. Each party is responsible for taking its own notes.

39.13 ARRANGEMENTS. The date and time of the next meeting shall, if possible, be agreed to before the close of each session.

39.14 CAUCUS. A caucus may be called at any time during negotiations by the chief negotiator of either committee. The caucuses will be part of the regular negotiations meeting. It should not be longer than one (1) hour.

39.15 MEDIA. It is agreed that during the negotiation period, including fact-finding, neither party will issue, or cause to be issued any statement to any news media. Negotiations are confidential.

39.16 NEGOTIATIONS. Negotiation timelines are covered by ORC 4117.01 et. seq.

39.17 FACT-FINDING. The parties shall conduct a fact-finding hearing in accordance with the Ohio Revised Code. During fact-finding, neither party shall unilaterally introduce a topic that was not part of their initial bargaining demands.

#### **ARTICLE 40 WAIVER IN CASE OF EMERGENCY**

40.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended, not to exceed a maximum of two (2) calendar days unless mutually agreed to by the City and the Union:

- (a) Time limits for Management or the Union's replies on grievances; and
- (b) All work rules, agreements, and/or practices relating to the assignment of all employees.

40.2 Upon the termination of the emergency, should previous valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievances) have properly progressed.

#### **ARTICLE 41 LEAVES OF ABSENCE**

41.1 The Safety-Service Director may, at his discretion, grant an unpaid leave of absence for up to six (6) months.

41.2 An employee who fails to return to duty within two (2) working days of a completion or a valid cancellation of such leave may be terminated.

**ARTICLE 42  
EVALUATIONS**

Evaluations are a management right. Evaluation forms shall be standardized for all employees. Evaluations shall not be arbitrary. Evaluations shall outline suggestions for improvement.

**ARTICLE 43  
STAND-BY PAY**

43.1 DEFINITIONS. "Stand-by" occurs when an employee is specifically told to remain at home and is restricted in his life activity for the purposes of having to report to duty immediately upon being called.

43.2 COMPENSATION. Employees on stand-by shall be paid twenty-five percent (25%) of their regular rate of pay, but no less than minimum wage, while on stand-by.

**ARTICLE 44  
LICENSES**

44.1 Additional pay for employees who obtain their Class II Operators License and their Class III Operators License shall be calculated so that such an employee is paid ninety-five (95) cents above his base rate of pay. The forty (40) cents an hour for Class II License and the fifty-five (55) cents an hour for the Class III License are separate supplements and are added together. They are, however, supplements and are not part of the base pay.

Class I Operators License before two years - .25  
Class II Operators License - .40  
Class III Operators License - .55  
Both Class II & II I License - .95

44.2 Employees in the positions of Meter Reader and Repairer and Meter Reader and Repairer Foreman who obtain their Backflow Device Inspection and Repair Certification shall receive pay supplements as indicated below. These supplements are not separate and are not to be added together.

Meter Reader and Repairer - .40  
Meter Reader and Repairer Foreman - .40

**ARTICLE 45**  
**LAYOFFS AND RECALL**

A. The procedures in this Article supersede those in the Ohio Revised Code, Sections 124.321, et sue. Layoffs and recalls shall be conducted solely in accordance with this Article.

B. A layoff is the decision of the City to reduce the present number of employees in their existing job classifications. Layoffs are not a form of discipline. Job assignments and other temporary actions by the City are not layoff

C. Notice:

1. The City shall provide the Union reasonable notice of its intent to reduce the workforce.
2. Prior to the layoff, the City shall meet with the Union to discuss possible alternatives to layoff.
3. The City shall notify the affected employees seven (7) days prior to effective date of layoff. A layoff becomes effective at the end of the working day named in the written layoff notice.

D. Layoff Procedure:

The City shall use the following procedure when it decides to lay off employees within the classifications identified by the City to be affected

1. Newly hired probationary bargaining unit employees are laid off first.
2. All other bargaining unit employees are next laid off according to their least number of years of City seniority.

E. Bumping:

1. A laid off employee may bump any less senior employee in a lower classification in the same job group, in Appendix B provided the employee is qualified to perform the duties of the job.
2. A laid off employee may bump into any other position in a job group that he held for at least a probationary period, and for which he is qualified.

F. Recall/Re-employment:

1. A laid off employee is only eligible to be recalled to his former (pre-bumping) full-time job. The laid off employee with the most City seniority shall be recalled first.

2. A laid off employee may be re-employed at the City's discretion to any other available job provided the City believes the employee meets the qualifications of the job. An employee re-employed to a different classification than this pre-bump classification shall serve a new hire probationary period in that job.
3. Notification of recall shall be by certified mail to the employees last known address. Recall rights are lost if the employee fails to accept the offered job within seven (7) days from the recall notice. The employee must provide the City with his most current address. If the employee is on vacation or absent from the City for any other reason, he must notify the City of where he can receive the recall notice.
4. Any employee laid off while serving an original or promotional or transfer probationary period shall complete such probationary period.
5. A laid off employee is not eligible for recall after two (2) years from the effective date of the layoff. Laid off employees do not accrue seniority during a layoff.

#### **ARTICLE 46 FAMILY AND MEDICAL LEAVE**

46.1 The City shall offer employees all applicable leaves as set forth in the Family and Medical Leave Act of 1993, as amended. Any paid or unpaid leaves provided by this Agreement which are used for purposes that could have been taken under the FMLA shall be credited against the employee's time available under the FMLA. This Article establishes notice that any paid or unpaid time taken under this Agreement will be credited against time available under the FMLA. Any alleged violation of the FMLA shall be resolved through the grievance/arbitration procedure.

#### **ARTICLE 47 REASONABLE ACCOMMODATION**

If a medically diagnosed disabled employee (as defined under the Americans With Disabilities Act) requests a reasonable accommodation that would affect an expressed term and condition of this Agreement, the parties shall meet and confer upon an appropriate reasonable accommodation. The City retains the right to ultimately make the reasonable accommodation, even if the reasonable accommodation varies the expressed terms of the Agreement. The Union has the right to grieve an arbitrary accommodation that violates the terms of this Agreement.

**ARTICLE 48**  
**TUITION REIMBURSEMENT**

48.1 Each member shall be eligible for reimbursement of tuition, course fees and lab fees for courses of instruction taken towards an Associate's or Bachelor's degree at an accredited college or university in subjects: (1) that are directly related to the member's specific job responsibilities; or (2) that would be of mutual benefit to the City and the member in the performance of his or her job responsibilities. The rate of reimbursement shall be subject to a maximum limit of \$2,000 per member per calendar year. In order to be eligible for reimbursement, an employee must pass under a pass/fail system or receive a grade of "C" or better under an A - F system.

- A. All courses must be taken outside of scheduled working hours. All scheduled hours of courses of instruction must be filed with the Department Head or designee and with the Department of Finance. All scheduled times of courses must be approved by the Safety-Service Director or designee. Any situation which, in the discretion of the Safety-Service Director, would require a member's presence on the job, shall take complete and final precedence over any times scheduled for courses. Written approval must be obtained from the department head and the Safety-Service Director.
- B. Any financial assistance from any governmental or private agency available to a member whether or not applied for and regardless of when such assistance may have been received; shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City.
- C. No reimbursement will be granted for books, paper supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition, course fees and lab fees.
- D. Should a member resign from the City within twenty-four (24) months of taking any course reimbursed under this section, the member shall reimburse the City all monies expended by the City related to such course, except that a member who resigns to begin receipt of disability retirement benefits shall not be subject to this penalty, nor shall this penalty be applied when it is waived by the City. Any such waiver must be in writing and signed by the Mayor. The City may deduct the amount to be reimbursed from the employee's final pay.

**ARTICLE 49**  
**DURATION OF AGREEMENT**

49.1 This Agreement shall be effective as of 12:01 a.m. on January 1, 2012 and shall continue in full force and effect through midnight, December 31, 2014. The City's obligations under this Agreement end with the expiration of the contract, unless mutually extended in writing. This Section, however, supersedes OAC 54117-942, and thus is effective beyond the expiration of the contract. Notice for negotiations of a successor agreement shall be pursuant to the procedures outlined in this Agreement and Chapter 4117 of the Ohio Revised Code.

49.2 If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

49.3 The terms of this Agreement establish the parties' wages, hours, terms and conditions of employment exclusively, and other related specifications under state and local laws concerning these provisions do not otherwise append or modify this agreement.

49.4 This agreement contains a full and complete agreement between the City and the Union eliminating all prior and contemporaneous written or oral past practices and neither party shall be required during its term to negotiate over any issue, except as provided in 49.5.

49.5 If, during any calendar year of this Agreement the monthly premium cost for the group medical insurance benefits in Article 30 increase by 20% more, or if the coverage is not available, the City will notify the Union as soon as it becomes aware of the increase or loss of coverage. Within 30 days of that notification, if either party desires to bargain over possible cost control measures or benefits modifications, that party shall give written notice of intent. Notice shall be by certified mail with return receipt. The parties will commence negotiations within two (2) calendar weeks of receiving notice of intent. The reopener bargaining will be subject to the dispute resolution procedures in Ohio Revised Code 4117. In the event of a reopener, the parties' premium contributions will remain at the percentages set forth in Article 30.3 as modified by the Wellness Program set forth in Article 30.4.

49.6 In the event any Article, Section, or Appendix is declared illegal, this Contract shall be reopened on such Article, Section, or Appendix. The City and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternate provision. However, such negotiations shall not affect the enforcement or validity of any other provision of the contract.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed and signed by their duly authorized representative this 27<sup>th</sup> day of June, 2012.

FOR THE CITY OF MOUNT VERNON	FOR THE F.O.P./FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
<b>Richard K. Mavis</b> Mayor	<b>Jonny May</b> Union President
<b>David C. Glass</b> Safety Service Director	<b>Grant Coon</b> Committee Member
<b>Terry Scott</b> Auditor	<b>William J. Rutherford</b> Committee Member
	<b>Christopher A. Mabe</b> OCSEA President
	<b>Rusty Burkepile</b> Chief Negotiator

APPROVED AS TO CONTENT	APPROVED AS TO FORM
<p>.....</p> <p><b>Jason E. Starling</b> Porter, Wright, Morris &amp; Arthur 32nd Floor 41 South High Street Columbus, Ohio 43215 614-227-2147</p>	<p>.....</p> <p><b>William D. Smith</b> City Law Director 5 North Gay Street Suite 222 Mount Vernon, Ohio 43050 740-393-9562</p>
<p><b>Adopted by City Council Ordinance No. <u>2012-17</u></b></p>	

## APPENDIX A

### Wage Rates

	2012	2013	2014
Utilities Operation Foreman	20.36	20.67	21.19
Assistant Utilities Operation Foreman	19.48	19.77	20.26
Meter Reader & Repairer-Foreman	20.36	20.67	21.19
Meter Reader & Repairer	18.99	19.27	19.75
Laboratory Technician/Pretreatment Coordinator	21.16	21.48	22.02
Assistant Laboratory Technician (Full Time)	18.27	18.54	19.00
Assistant Laboratory Technician (Part Time)	16.64	16.89	17.31
Chief Operators (Water and Wastewater)	20.40	20.71	21.23
Water and Wastewater Operators			
Training Period	16.88	17.13	17.56
Six Months	17.39	17.65	18.09
One Year	17.89	18.16	18.61
Two Years	18.66	18.94	19.41
Three Years	19.17	19.46	19.95
Four Years	19.68	19.98	20.48
Sludge Operator	18.79	19.07	19.55
Maintenance Workers	17.56	17.82	18.27
Plant Maintenance Mechanic	19.71	20.01	20.51
Pipefitter			
Training Period	18.08	18.35	18.81
Six Months	18.22	18.49	18.95
One Year	18.35	18.63	19.10
Two Years	18.50	18.78	19.25
Three Years	18.64	18.92	19.39
Four Years	18.79	19.07	19.55
Equipment Operator			
Training Period	18.08	18.35	18.81
Six Months	18.22	18.49	18.95
One Year	18.35	18.63	19.10
Two Years	18.50	18.78	19.25
Three Years	18.64	18.92	19.39
Four Years	18.79	19.07	19.55

	2012	2013	2014
Traffic Signal Technician/ Equipment Operator			
Training Period	18.08	18.35	18.81
Six Months	18.22	18.49	18.95
One Year	18.35	18.63	19.10
Two Years	18.50	18.78	19.25
Three Years	18.64	18.92	19.39
Four Years	18.79	19.07	19.55
Street Foreman	20.36	20.67	21.19
Cemetery Foreman	20.36	20.67	21.19
Assistant Parks Foreman	19.48	19.77	20.26
Assistant Public Buildings & Lands Foreman	19.48	19.77	20.26
Assistant Street Foreman	19.48	19.77	20.26
Engineering Technician			
Training Period	18.06	18.33	18.79
Six Months	18.22	18.49	18.95
One Year	18.38	18.66	19.13
Two Years	18.54	18.82	19.29
Three Years	18.72	19.00	19.48
Four Years	18.89	19.17	19.65
Engineer Aide			
Training Period	17.10	17.36	17.79
Six Months	17.24	17.50	17.94
One Year	17.39	17.65	18.09
Two Years	17.53	17.79	18.23
Three Years	17.67	17.94	18.39
Four Years	17.82	18.09	18.54
Engineer Trainee	14.91	15.13	15.51
Clerk Typist IV			
Training Period	16.94	17.19	17.62
Six Months	17.08	17.34	17.77
One Year	17.22	17.48	17.92
Two Years	17.37	17.63	18.07
Three Years	17.52	17.78	18.22
Four Years	17.67	17.94	18.39
Clerk Typist III			
Training Period	16.02	16.26	16.67
Six Months	16.22	16.46	16.87
One Year	16.42	16.67	17.09
Two Years	16.63	16.88	17.30
Three Years	16.84	17.09	17.52
Four Years	17.05	17.31	17.74

	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>Clerk Typist II</b>			
Training Period	15.47	15.70	16.09
Six Months	15.66	15.89	16.29
One Year	15.85	16.09	16.49
Two Years	16.04	16.28	16.69
Three Years	16.24	16.48	16.89
Four Years	16.43	16.68	17.10
<b>Clerk Typist I</b>			
Training Period	14.86	15.08	15.46
Six Months	15.05	15.28	15.66
One Year	15.24	15.47	15.86
Two Years	15.44	15.67	16.06
Three Years	15.64	15.87	16.27
Four Years	15.83	16.07	16.47

## APPENDIX B

### Mount Vernon City Layoff Groups of Classification Series

(Listed from highest to lowest classification in each group)

#### Group 1:

1. Clerk IV
2. Clerk III
3. Clerk II
4. Clerk I

#### Group 2:

1. Engineering Technician
2. Engineering Aide
3. Engineering Trainee

#### Group 3:

1. Utilities Operation Foreman
2. Assistant Utilities Operation Foreman
3. Pipefitter
4. Equipment Operator
5. Maintenance Worker

#### Group 4:

1. Meter Reader and Repair Foreman
2. Meter Reader and Repairer

#### Group 5:

1. Laboratory Technician/Pretreatment Coordinator
2. Assistant Laboratory Technician (Full Time)
3. Assistant Laboratory Technician (Part Time)

#### Group 6:

1. (Water) Chief Operator
2. Plant Maintenance Mechanic
3. Water Operator
4. Maintenance Worker

#### Group 7:

1. (Wastewater) Chief Operator

2. Plant Maintenance Mechanic
3. Wastewater Operator
4. Sludge Operator
5. Maintenance Worker

Group 8:

1. Street Foreman
2. Assistant Street Foreman
3. Traffic Signal Technician/ Equipment Operator
4. Equipment Operator
5. Maintenance Worker

Group 9:

1. Assistant Public Building & Lands Foreman
2. Assistant Parks Foreman
3. Maintenance Worker

Group 10:

1. Cemetery Foreman
2. Equipment Operator
3. Maintenance Worker

## **APPENDIX C**

### **Summary of the Insurance Plan & Dental Plan**

The following is a summary of the insurance plan through Medical Mutual of Ohio the City of Mount Vernon has agreed to for bargaining unit members. Dental coverage is being provided at the same level of benefits as was provided through Medical Benefits in the 2000-2002 contract, but dental benefits are now subject to an annual fifteen hundred dollar (\$1,500.00) benefits cap.

Employees and their families may select to use providers in-network or out-of-network providers. Different benefit levels will apply depending upon the selection of providers used. The medical coverage is described as the SuperMed Plus \$1,000 deductible plan, with a drug card of \$10/\$15/\$30 retail, \$20/\$30/\$60 mail-in.

**City of Mt. Vernon  
SuperMed Plus  
\$1,000 Deductible**

<b>BENEFITS</b>	<b>NETWORK</b>	<b>NON-NETWORK</b>
Benefit Period	January 1st through December 31st	
Dependent Age Limit	26 Dependent; Removal upon the end of the month	
Over Aged Child	28 Dependent; Removal upon the end of the month	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family	\$1,000/\$2,000	\$2,000/\$4,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum ( <i>Excluding Deductible</i> ) – Single/Family	\$1,500/\$3,000	\$3,000/\$6,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) PCP / Specialist	\$20 / \$40 copay, then 100%	\$40 / \$80 copay, then 60%
Urgent Care Office Visit	\$25 copay, then 100%	\$100 copay, then 60%
All Immunizations	100%	50% after deductible <sup>1</sup>
<b>Preventative Services</b>		
Preventative Services, in accordance with state and federal law <sup>2</sup>	100%	60% after deductible
Routine Physical Exam	100%	50% after deductible <sup>1</sup>
Well Child Care Services Well Child Care Exams Well Child Immunizations Well Child Labs	100%	60% after deductible
Routine Mammogram (one per benefit period)	100%	60% after deductible
Routine Pap Test (one per benefit period)	100%	60% after deductible
Routine PSA, Cholesterol, Colon Cancer Screening Tests, Bone Density Tests, Chlamydia Screening and Endoscopic Services	100%	60% after deductible
Routine EKG, Chest X-Ray, Comprehensive Metabolic Panel, Urinalysis and Complete Blood Count (one each per benefit period)	100%	60% after deductible
<b>Outpatient Services</b>		
Allergy Testing and Treatments	80% after deductible	50% after deductible <sup>1</sup>
Physical and Occupational Therapy (40 visits per benefit period)	80% after deductible	60% after deductible
Speech Therapy (20 visits per benefit period)	80% after deductible	60% after deductible
Chiropractic Services (12 visits per benefit period)	80% after deductible	60% after deductible
Cardiac Rehabilitation (24 visits per benefit period)	80% after deductible	60% after deductible
Emergency use of an Emergency Room	\$200 copay, then 80% coinsurance	
Non-Emergency use of an Emergency Room	\$200 copay, then 80% coinsurance	\$200 copay, then 60% coinsurance
Emergency Services	80% coinsurance	
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services (excluding MRI's and CT Scans)	100%	60% after deductible
Diagnostic Endoscopic Services	100%	60% after deductible

<b>BENEFITS</b>	<b>NETWORK</b>	<b>NON-NETWORK</b>
<b>Inpatient Services</b>		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	60% after deductible
<b>Additional Services</b>		
Ambulance	\$50 copay, then 80%	\$50 copay, then 80%
Durable Medical Equipment	80% after deductible	60% after deductible
Home Health Care	80% after deductible	50% after deductible <sup>1</sup>
Hospice	80% after deductible	50% after deductible <sup>1</sup>
Organ and Tissue Transplants	80% after deductible	60% after deductible
Private Duty Nursing (\$1,000 maximum per benefit period)	80% after deductible	60% after deductible
Diabetic Education and Training	100%	60% after deductible
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period; Substance Abuse limited to one admission per benefit period, three admissions per lifetime)	80% after deductible	60% after deductible
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	Office visit copay, then 80% after deductible	Office visit copay, then 60% after deductible

***Retail Program with Oral Contraceptive Coverage***

	<b><u>Cost</u></b>	<b><u>Supply</u></b>
Generic Copayment	\$10	30 Days
Preferred Copayment	\$15	30 Days
Non-Preferred Copayment	\$30	30 Days

***Home Delivery Program with Oral Contraceptive Coverage***

	<b><u>Cost</u></b>	<b><u>Supply</u></b>
Generic Copayment	\$20	90 Days
Preferred Copayment	\$30	90 Days
Non-Preferred Copayment	\$60	90 Days

<sup>1</sup> Coinsurance does not apply to coinsurance out of pocket maximums. These services will not be covered at 100% once coinsurance out-of-pocket maximums are met.

<sup>2</sup> Preventative services include evidence-based services that have a rating of “A” or “B” in the United States Preventative Services Task Force, routine immunizations and other screening, as provided for in the Patient Protection and Affordable Care Act.

Note:

This benefit description is intended to be a brief outline of benefits available to you and your eligible dependents. It does not include all of the benefits or exclusions. The entire provisions of benefits and exclusions are contained in the Group Contract. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.