

**RESOLUTION NO.:** 2011-R18  
**SPONSOR:** MAYOR NORTON  
**INTRODUCED:** APRIL 12, 2011      **ASSIGNED TO:** RULES & PERSONNEL

**A RESOLUTION RATIFYING A THREE-YEAR LABOR AGREEMENT BETWEEN THE CITY OF GREEN AND LOCAL 2714 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) "EMPLOYEE" UNIT, AND DECLARING AN EMERGENCY.**

WHEREAS, the previous labor agreement between the City of Green and AFSCME Local 2714 "Employee" unit expired on April 15, 2010; and

WHEREAS, the negotiating teams for the City of Green and AFSCME Local 2714 have reached a tentative three-year labor agreement for the "Employee" unit; and

WHEREAS, Green City Council desires to ratify the three-year labor agreement by and between the City of Green and the American Federation of State, County and Municipal Employees Local 2714 "Employee" unit.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO, THAT:**

**SECTION ONE:**

Green City Council ratifies the three-year labor agreement between the City of Green and the American Federation of State, County and Municipal Employees Local 2714 "Employee" unit.

**SECTION TWO:**

Green City Council authorizes and directs all necessary officials to execute the terms of the labor agreement.

**SECTION THREE:**

Green City Council authorizes and directs the Finance Director to make all payments necessary to execute the terms of the labor agreement.

**SECTION FOUR:**

The terms and conditions of the collective bargaining agreement sets forth the wages, hours and working conditions of bargaining unit employees and supersede all legislation of the City addressing any wages and benefits for such employees.

**SECTION FIVE:**

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**SECTION SIX:**

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: April 26, 2011

Molly Stevens  
Molly Stevens, Clerk

Joel Reed  
Joel Reed, Council President

APPROVED: April 26, 2011

Richard G. Norton  
Richard G. Norton, Mayor

COPIED H.R.  
SVCE ZONE PARK ROAD ENG  
LAW  FIN  MAY  PLAN FIRE

ENACTED EFFECTIVE: April 26, 2011

ON ROLL CALL: Colopy -yes DeVitis -yes France -yes Manwaring -yes  
Reed -yes Summerville -yes Smole -yes Adopted 7-0

Suburbanite publication on May 1 and May 8, 2011

Molly Stevens  
Molly Stevens, Clerk

**LEGISLATIVE SUMMARY OF  
CHANGES BASED ON THE  
TENTATIVE AGREEMENTS  
FOR THE  
CITY OF GREEN  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES (AFSCME)  
LOCAL NO. 2714**

**CASE # 10-MED-01-0012**

**Effective April 16, 2010**

**through**

**April 15, 2013**

**ARTICLE 1**  
**INTRODUCTION=PREAMBLE/PURPOSE**

**Section 1. Parties.** This Agreement is entered into this \_\_\_\_\_ by and between the City of Green, Summit County, Ohio (hereinafter "City," "Green," and/or "Employer"), and Local No. 2714 and Ohio Council 8, both of the American Federation of State, County and Municipal Employees ("AFSCME"), AFI-CIO, hereafter "Union").

**Section 2. Purpose.** The City and the Union hereby enter into this Agreement for the purpose of complying with the requirements of Chapter 4117 of the Ohio Revised Code and setting forth the full and complete understanding and Collective Bargaining Agreement between the parties pertaining to wages, hours and terms and conditions of employment for full-time and regular part-time employees employed by the City in those classifications certified by the State Employment Relations Board.

**Section 3.** It is recognized that the City is a public trust operated for the benefit of its citizenry. To that end, both parties recognize their mutual obligation to promote efficient City operations and harmonious relations. It is the purpose of this Agreement to enhance the efficient operation of the City and to maximize the services its various departments and divisions provide for the residents of the City.

**Section 4.** This Labor Agreement is a living document that outlines Rules and Regulations; however, it is subject to modification during the life of this Agreement should the parties mutually agree to develop and implement a Memorandum of Agreement regarding such modification.

**ARTICLE 3, SECTION 1 /**  
**UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive Representative and Bargaining Agent with respect to all matters pertaining to wages, hours and all other terms and conditions of employment in the following appropriate unit:

**INCLUDED:** All full-time and regular part-time employees performing Clerical, Accounting Clerk, Service, Engineering Technician, Maintenance and Zoning Inspection functions for the City of Green.

**EXCLUDED:** All Management level, Supervisory, Professional and Confidential employees as defined in that act, all Seasonal and Casual employees as defined by SERB, including the position of Mayor, Law Director, Planning Director, Finance Director, Service Director, Clerk of Council, Mayor's Secretary (one Employee Confidential), Fire Chief, Firefighters, Administrative Secretary to the Law Director (one Employee Confidential), Highway Superintendent, Law Clerk, Paralegal, Administrative Assistant to the Fire Department, Assistant Road Supervisor, Income Tax Administrator, City Engineer, Fire Engineer, Parks and Recreation Superintendent, and Parks and Recreation Coordinator.

ARTICLE 2

STATEMENT OF PURPOSE APPLICATION OF CIVIL SERVICE LAW

~~Section 1.~~ The City and the Union hereby enter into this Agreement for the purpose of complying with the requirements of Chapter 1117 of the Ohio Revised Code and setting forth the full and complete understanding and Collective Bargaining Agreement between the parties pertaining to wages, hours and terms and conditions of employment for full-time and regular part-time employees employed by the City. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Green nor Rules and Regulations of the Civil Service Commission of the City of Green, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Section 3. The provisions set forth in this Collective Bargaining Agreement relating to terms and conditions of employment, including but not limited to, hiring, promotions, layoff, recall, discipline, and/or termination supersede all provisions established by the City or its Civil Service Commission. *Without limiting the specific preemption above, it is also the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:*

Contract Article

Statute/Regulation Preempted (All Statutory References include Corresponding OAC Sections)

<i>Article 10, Grievance Procedure</i>	<i>ORC 124.34; ORC 2506.01-2506.04</i>
<i>Article 11, Seniority</i>	<i>ORC 124.321-124.328; ORC 9.44</i>
<i>Article 12, Probationary Periods</i>	<i>ORC 124.27</i>
<i>Article 13, Layoff &amp; Recall</i>	<i>ORC 124.321-124.328</i>
<i>Article 14, Hours of Work</i>	<i>ORC 4111.03; 124.18</i>
<i>Article 21, Vacation Leave</i>	<i>ORC 9.44; ORC 124.13</i>
<i>Article 22, Holiday Leave</i>	<i>ORC 124.18; ORC 325.19</i>
<i>Article 23, Sick Leave</i>	<i>ORC 124.38; ORC 124.39</i>
<i>Article 36, Discipline</i>	<i>ORC 124.34</i>

Section 4. Exclusive Remedy. Employees covered by this Agreement having a dispute with the City relating to the aforesaid terms and conditions of employment must pursue the provisions of this Agreement as their sole and exclusive remedy.

~~Section 3.~~ It is the purpose of this Agreement to enhance the efficient operation of the City and to maximize the services its various departments and divisions provide for the residents of the City.

ARTICLE 3 ~~SECTIONS 2-4~~

UNION RECOGNITION NEW/EXISTING JOB DESCRIPTIONS/CLASSIFICATIONS

*Section 1. Job Descriptions/Classifications. The Union recognizes and acknowledges the Employer's right to establish new and adjust existing job descriptions and classifications.*

~~Section 2. Job descriptions have been developed by the City for all classifications and the listing of job classifications will continue in effect with the signing of this Agreement. The City shall notify the Union within ten (10) days of the updating of any current job description and/or the establishment of any newly created job classification within the bargaining unit and the parties shall meet for the purpose of negotiating a Wage Rate for same. In the event an agreement is not reached within thirty (30) days regarding the rate, the unresolved issues may be submitted to arbitration in accordance with the provisions of this Agreement. The City and the Union agree to meet and confer with the Union prior to changing existing job descriptions. The City agrees not to change existing job descriptions in an effort to or for the purpose of eliminating a current job description or to circumvent any provisions of this Agreement. Whenever the Employer creates a new job classification or substantially restructures/redefines an existing one, it shall notify the Union of such action. Such notification shall state the job classification title, whether or not the classification is to be included/excluded from the bargaining unit, a description of the duties for such classification, and the initial wage rate/schedule for such classification.~~

~~Section 3. The Employer agrees that employees in classifications excluded from the bargaining unit shall not be re-classified, re-employed, or re-called into any bargaining unit classification unless agreed to by the Union. Should the parties agree that the new or restructured job classification is to be included in the bargaining unit, both the Employer and the Union shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). If applicable, the Union shall have the right, within thirty (30) calendar days from receipt of notice from the Employer, to file a notice to negotiate concerning the initial wage rate/schedule established by the Employer.~~

~~Section 4. Welfare to work participants shall not displace or replace bargaining unit employees. The Employer also agrees that welfare to work participants shall not be used to erode bargaining unit classifications. If there is a recall list with the Employer, welfare to work participants will not be utilized in the same classification where the recall list exists. Welfare to work initiative participants who perform duties that are the same or similar to those of bargaining unit classifications shall become full-time employees within one hundred and eighty (180) calendar days. Should the parties disagree on the inclusion/exclusion of the new or restructured classification in the bargaining unit, the Union or Employer may petition to amend or clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that the new or existing classification is to be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of that determination.~~

*Section 5. If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted to SERB for resolution in accordance with R.C. 4117.*

**NEW ARTICLE 4**  
**WELFARE TO WORK PROGRAM PARTICIPANTS**

***Section 1.*** Welfare to work participants shall not displace or replace bargaining unit employees. The Employer also agrees that welfare to work participants shall not be used to erode bargaining unit classifications. If there is a recall list with the Employer, welfare to work participants will not be utilized in the same classification where the recall list exists. Welfare to work initiative participants who perform duties that are the same or similar to those of bargaining unit classifications shall become full-time employees within one hundred and eighty (180) calendar days.

**NEW ARTICLE 5 ~~3~~ SECTION 5**  
**UNION RECOGNITION BARGAINING UNIT WORK**

***Section 1.*** *Except as specifically restricted by this article, the Employer has and retains the right to determine the personnel by which operations are to be conducted pursuant to Article 5, Management Rights.*

***Section 5 2. Supervisory/Management Personnel.*** Supervisory or management employees excluded from this Agreement will not be ~~assigned or~~ scheduled to perform bargaining unit work where such assignment or schedule results in the reduction of *regularly scheduled hours or scheduled overtime* available for bargaining unit employees.

***Section 3. Usage of Supervisory/Management Personnel.*** ~~Such work~~ *The usage of supervisory/management personnel* will usually be limited to emergencies *or other times* when regular employees are not immediately available, instruction or training of employees, analysis of problems, getting the feel of equipment and ~~the like~~ *other "de minimus" situations*. Such work will normally be a relatively short duration, occasional rather than on a usual basis, the exception rather than the rule and not intended to reduce *regularly scheduled or scheduled overtime* bargaining unit hours of work.

**ARTICLE 6**  
**USAGE OF PART-TIME, SEASONAL, AND CASUAL EMPLOYEES**

***Section 1.*** *The parties agree that the Employer has and retains the right to utilize* ~~agree that~~ part-time, seasonal and casual employees *in accordance with its operational needs except as specifically limited herein.* ~~shall not be used to cause layoff, displacement, replacement, reduction in pay or position or erosion of full-time bargaining employees, or be used to avoid contractual obligations to other bargaining unit employees covered by this Agreement.~~

***Section 2. Overtime Distribution.*** *Where the Employer determines that overtime is necessary for part-time, seasonal, or casual personnel,* ~~Other than completing an assignment upon which a part-time, seasonal or casual Employee is working,~~ *part-time, seasonal or casual Employees they shall be offered overtime only after available full-time employees are offered overtime in accordance with the provisions of this Agreement.*

**Section 3. Community Service.** Individuals designated to perform community service work through the Court System will be limited to only performing work that is normally done by *casual* seasonal employees.

## **ARTICLE 7 MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes that except as otherwise expressly limited in this Agreement, the City has *and will retain the full right and responsibility to direct the operations of its departments, to promulgate work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following* ~~the sole and exclusive right to manage its operations and facilities and to direct the working force, including to:~~

- A. Determine matters of inherent managerial policy which govern the function and programs of the City: standards of services; its overall budget; utilization of technology; and its organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of its governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force *and determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty;*
- G. Determine the overall mission of the City as a unit of government.
- H. Effectively manage the workforce; ~~and~~
- I. Take actions to carry out the mission of the City as a governmental unit;
- J. *Determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;*
- K. *Determine the necessity to schedule overtime and the amount required thereof.*

**Section 2.** Failure of the Employer to exercise rights herein reserved to it or exercise them in a particular way shall not be deemed a waiver of said right or of the City's right to exercise said rights in some other manner.

## ARTICLE 8 WORK RULES

**Section 1.** ~~The City may continue in effect and/or adopt new reasonable work rules and regulations with respect to terms and conditions of employment provided such rules are not in violation of this Agreement. The Union recognizes that the Employer, under this agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.~~

**Section 2.** ~~Prior to the issuance and implementation of new work rules or changes in existing work rules, the new or changed work rules shall be provided to the Union at least twenty one (21) calendar days prior to the effective date. Such new or changed work rules shall be posted at least seven (7) days prior to the effective date for the information of Employees. The Union shall be given an opportunity to meet and discuss such rules should it so desire. New or revised work rules, regulations, policies or procedures shall not take effect for five (5) work days. Work rules, regulations, policies or procedures addressing an immediate or potential safety hazard may become effective immediately upon notification to the employee(s). The Union shall be given an opportunity to meet and discuss such rule(s) should it so desire.~~

**Section 3.** ~~The new or revised work rule will become effective immediately upon posting if it is being implemented to prevent an immediate or potential safety hazard in the workplace. The grievance procedure shall be available if the rules, regulations, policies, or procedures are in violation of the labor agreement or applied in a discriminatory manner.~~

**Section 4.** ~~Any new or revised work rules, regulations, policies, or procedures shall be copied to the employee Union steward fifteen (15) work days prior to the date of implementation and posted at least five (5) work days prior to the date of implementation in the applicable department(s).~~

## ARTICLE 9 UNION CHECKOFF DUES DEDUCTION/FAIR SHARE

**Section 1. Dues Deduction.** The Employer agrees to deduct union dues, initiation fees, and assessments from the pay of employees within the unit upon receipt of a voluntarily written authorization executed on an Authorization for Check-off of Dues Form provided for that purpose. The Union shall notify the Employer of the amounts to be deducted.

**Section 2.** Deductions will be made from the pay of employees each month. Should deductions not be made in such pay period, a double deduction shall be made in the next deduction period. Dues in arrears shall continue until the employee is current.

**Section 3.** The Employer's obligation to make such deductions shall terminate automatically upon termination of the employment of the employee who signed the authorization or upon his/her transfer to a job with the Employer not covered by this Agreement, or upon his/her layoff from work or upon his/her absence due to an unpaid approved leave. Such deduction shall be resumed if an employee who is on layoff status is recalled, or an employee who is on an

approved unpaid leave of absence returns to work, or an employee transferred to a job not covered by this Agreement is later transferred to a job covered by this Agreement or a job to which an employee has been transferred becomes covered by this Agreement.

**Section 4. Deduction Submission.** Deductions provided in this article shall be transmitted to the Controller of Ohio Council 8 no later than the tenth (10<sup>th</sup>) day following the pay dues are deducted. The Employer will furnish together with its check for union dues an alphabetical list by job classification of all employees whose dues have been deducted showing the deductions and the employee's social security number. A copy shall be submitted to the Ohio Council 8 Akron Regional office and the Local union at the same time.

**Section 5. Fair Share Fee.** Effective the sixty-first (61<sup>st</sup>) day from the date of hire, all employees who are not members in good standing of the Union shall pay a fair share fee to the Union. ~~B. Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein, and employees who are not members of the Union, are required as a condition of employment, to pay the fair share fees. A separate listing of those employees paying the fair share fee shall be submitted to the Union along with the check for the fair share fees, in accordance with Section 4 of this article. A. All Employees hired on and/or April 15, 1998, who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty one (61) days from the Employee's date of hire.~~

**Section 6. Fair Share Fee Deduction Procedure.** *The assessment and collection of all fair share fees including, but not limited to, automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09(C).* The fair share fee amount shall be certified to the Employer by the Union and shall be calculated in accordance with Ohio Revised Code section 4117.09(C). 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 *and shall not exceed the amount of Union dues.*

*The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has in place a fair share fee notice and rebate procedure that complies with state and federal law*

~~C. Any Employee, as defined in paragraph 1 of this Section, who fails to meet the requirements of this Article, shall not be retained in the employ of the Employer, provided the Union had notified the Employer and the Employee in writing, by certified mail, of such default and said employee shall have failed to remedy the same within ten (10) days after receipt of such notice.~~

**Section ~~6~~ 7. Indemnification.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues or fair share fees (agency fees) except that the Employer shall be liable for claims arising out of the Employer's failure to provide an initial fair share fee (agency fees) notice to newly hired bargaining unit employees. The Union hereby agrees that it will indemnify and hold

the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article.

## **ARTICLE 10** **NO STRIKE/NO LOCKOUT**

**Section 1.** It is expressly recognized by the Union that any strike by an employee during the term of this Collective Bargaining Agreement is in violation of section 4117 of the Ohio Revised Code. It is understood and agreed that the services performed by employees included in this Agreement are essential to the public's health, safety, and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action during any time which will interrupt or interfere with the operation of the City. No employee shall cause or take part in any strike, work stoppage, slow down or other action which will interrupt or interfere with the operation of the City. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned, such as letters, bulletins, telegrams, or employee meetings, to bring about an immediate resumption of normal work.

**Section 2.** Any violation of Section 1 of this Agreement shall be automatic and sufficient grounds for disciplinary action, up to and including discharge.

**Section 3.** During the term of this Agreement, the City agrees that it will not lock out employees, nor will it do anything to provoke interruptions or prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of services of the City.

## **~~ARTICLE 9~~** **~~SUBCONTRACTING~~**

~~The Employer agrees that work normally performed by bargaining unit covered employees shall not be contracted and/or subcontracted to any outside source, if such subcontract will result in the layoff of bargaining unit Employees without the City first providing the Union with no less than sixty (60) days written notice of the intended subcontract and an opportunity for the Union to negotiate with the City the decision and effects of such subcontracting decision. The City has no present intent to subcontract bargaining unit work which will result in the layoff of bargaining unit Employees during the term of this Agreement.~~

## **ARTICLE 11** **NON-DISCRIMINATION**

**Section 1.** The *City parties* agrees not to discriminate against any employee or applicant for employment as an employee because of age, race, sex, color, creed, national origin, ~~marital status~~ *ancestry*, sexual preference, political affiliation, political activity, *genetic history*, disability or ~~handicap~~ *military status*.

**Section 2. Union/Non-Union Affiliation.** The *City parties* recognizes the right of all employees to be free to become a Union member and to participate in Union activities *and to refrain from such membership or activity*. The *City parties* agrees that there shall be no

discrimination, interference, restraint, coercion or reprisal ~~by the City~~ against any employee because of *Union or non-Union affiliation membership* or because of ~~Union~~ *an employee engaging or refraining from activity on behalf of the Union.*

**Section 3. Gender Neutral.** Whenever the male pronoun or adjective is used herein, the female is also intended unless otherwise indicated.

## **ARTICLE 12** **GRIEVANCE PROCEDURE**

**Section 1. Definition.** 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. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement.

**Section 2. Grievance Contents.** The written grievance shall be submitted on the grievance form provided by the Union and shall contain the following information:

1. Aggrieved employee's name;
2. Aggrieved employee's classification;
3. Name of the employee's immediate supervisor;
4. Date and time of the incident giving rise to the grievance;
5. ~~Date and time the grievance was first discussed at Step 1~~ ***Date and Signature of the grievant and the Union Steward.***
6. Date grievance was filed in writing at Step ~~2~~ ***1***;
7. A statement as to the specific articles and sections of the agreement violated;
8. A brief statement of the facts involved in the grievance; and
9. The remedy requested to resolve the grievance.

**Section 3. Procedure.** *Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. If initiated, each grievance shall be processed in the following manner:*

**Step 1. Supervisor/Employer designee.** ~~An Employee who has a grievance will take it up orally with their immediate non-Bargaining unit Supervisor designated as responsible for Employee Operations. Within five (5) working days of the dispute giving rise to the grievance, an employee shall reduce his grievance to writing, and file it with his Supervisor/Employer designee. The grievance must be filed on a grievance form setting forth the details of the grievance as required by Section 2 and be dated and signed by the employee and the Union representative. The employee will identify the discussion as a 1<sup>st</sup> Step Discussion and the Supervisor shall answer the Employee's grievance within five (5) working days after the grievance is presented to him/her. A steward having an individual grievance in connection with his/her own work may ask for any member of the grievance committee to assist him/her in adjusting the grievance with his/her supervisor. Within five (5) working days after the grievance is filed at Step 1.~~

*the Supervisor/Employer designee will provide a written response to the grievance to the aggrieved employee.*

**Step 2. Department Head/Employer designee.** If the grievance is not satisfactorily settled at Step 1, the Grievant ~~may shall~~, within five (5) working days after receipt of the Step 1 answer *or a default rejection based on non-response within the Step 1 timeline*, have his/her grievance reduced to writing and filed an appeal of the Step 1 result with the employee's Department Head, ~~on a grievance form setting forth the details of the grievance (namely, the facts upon which it is based, the time of occurrence, the relief or remedy requested, the specifics of the claimed violation, and the section or sections of this Agreement alleged to have been violated), dated and signed by the Employee and Union representative.~~ *The appeal shall be dated and signed by the employee and the Union representative and shall include all of the initial paperwork or other grievance documents filed at the preceding step(s).* A grievance identification will be assigned by the Human Resources Department. The Department Head/Employer designee shall *schedule a meeting to discuss and evaluate the grievance or deny the grievance within five (5) working days of receiving the Step 1 appeal. If a meeting is held, the Department Head/Employer designee will meet with the steward, the grievant, and any designated members of the Grievance Committee, together with the employee's supervisor, to review the matter within five (5) working days after the grievance has been filed and shall provide a written answer to the Grievance Committee, with a copy sent to the aggrieved employee within five (5) working days after such meeting.*

**Step 3. Mayor/designee.** If the grievance is not satisfactorily settled at Step 2, the grievant ~~may shall~~, within five (5) working days after receipt of the Step 2 answer *or a default rejection based on non-response within the Step 2 timeline*, appeal in writing to the Mayor. *The appeal shall be dated and signed by the employee and the Union representative and shall include all of the initial paperwork or other grievance documents filed at the preceding step(s).* The Mayor and/or his designee shall within five (5) working days of receipt of appeal *schedule a meeting to discuss and evaluate the grievance or deny the grievance. If a meeting is held, the Mayor/designee will meet with the Local Union President, the grievant, and the Department Head. The Mayor or his designee shall give his/her answer to the Local Union President in writing with a copy to the aggrieved employee within five (5) working days after such conference. The Ohio Council 8 Regional Director or members of the Regional Director's staff may attend any Step 3 meeting. A copy of the answer shall also be submitted to Ohio Council 8 within five (5) days after such Step 3 meeting.*

**Step 4. Arbitration.** If the grievance is not satisfactorily settled at Step 3, it may be submitted for arbitration upon request of the Union in accordance with Section 3 6 of this article.

- A. A policy grievance which affects all or a substantial group of employees and arising from the same event or set of facts may initially be presented by the Union itself at Step 3 of the grievance procedure, *subject to the applicable time limitations as if filed at Step 1.* All affected employees shall be listed on the grievance form.

- B. Grievances involving the discharge of an employee, or any other running back-pay liability case, ~~may~~ **shall** be brought initially to Step 3 of the grievance procedure, **subject to the applicable time limitations as if were filed at Step 1.**

**Section 4. Time Limits.** The time limits provided for in this article may be extended by mutual agreement of the City and the Union. Working days as used in this article shall not include Saturdays, Sundays, or Holidays. Any grievance not presented within the time limits of any step shall not thereafter be considered a grievance under this Agreement. Failure to provide a timely answer under any step of the grievance procedure shall ~~automatically be considered to be a response in the negative to the grievance and the grievant may~~ **advance the grievance to the next step in accordance with the applicable time limitations. Any failure by the Union to provide timely notice of intent to arbitrate a grievance or timely request for an arbitration panel under Section 6 shall result in the grievance being resolved on the basis of the Employer's last response or default rejection as may be applicable. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated timelines.** Any disposition of a grievance between the Employer and the Union shall be final, conclusive, and binding on the City, the Union and the employees, **but subject to appeal as provided in the Ohio Revised Code.** The Union shall have the right to withdraw any grievances from the grievance procedure, and the withdrawal of any grievances shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

**Section 5. Mediation.** Should any grievance not be settled satisfactorily at the Third Step, the parties may, by mutual agreement, agree to attempt resolution of the issue through mediation. In such event, the parties will mutually agree upon a named mediator who will conduct the hearing using as guidelines current FMCS rules regarding mediation unless mutually agreed by the parties to apply a variation of those guidelines. Payment for time lost from normal working hours to participate as witnesses will be made by the City in the event the grievance is resolved through this mediation process.

**Section 6. Request to Arbitrate.** Should any grievance not be settled satisfactorily at the Third Step, the Union may, within ~~sixty (60) working~~ **forty-five (45) calendar** days ~~of receipt~~ of the Third Step Answer, submit a request for arbitration to the City and at the same time submit a request for an arbitration panel of nine (9) **Ohio based, National Academy Certified** arbitrators to the Federal Mediation and Conciliation Services. The City shall be furnished a copy of the arbitration panel request. ~~The Arbitrator shall be selected from this panel by any mutually agreeable method chosen by the parties and a hearing shall be convened no later than ninety (90) calendar days after the Arbitrator is selected.~~ **Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS.** Each party may reject a list and submit a request for another list. The party requesting the list shall be responsible for the cost of obtaining the list.

**Section 7. Authority of the Arbitrator.** The arbitrator shall have no power or authority to add to, subtract from, modify, change, or in any manner alter the specific written provisions of this

Agreement or the language contained therein in arriving at a determination. The arbitrator shall not make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms or conditions of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not submitted to him, or to submit observations or declarations or opinions which are not directly essential in reaching a determination. The arbitrator shall render a written decision to the parties within thirty (30) days of the close of the hearing.

The arbitrator shall be without authority to recommend any relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not recommend any new or different wage rates be established which were not negotiated as part of this agreement ~~except as provided in Article 3, Section 2~~. In the event of a monetary award, the arbitrator shall not recommend retroactive settlement prior to the date the grievance was discussed in the initial step of the grievance procedure. In the case of disciplinary action, suspension, reduction, or discharge, the arbitrator shall have the authority to make his award effective back to the date of discipline.

**Section 8. Arbitrability.** The question of *substantive* arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. If the arbitrator determines the grievance is within the purview of *substantive* arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. *An arbitrator is without authority to render any decision involving a grievance or request for arbitration that does not conform to the parties' negotiated time limits.*

**Section 8 9. Arbitration Fees/Expenses.** The fees and expenses of the arbitrator shall be borne equally by both parties.

**Section 9 10. Employee Witnesses.** Employee witnesses who are principals to the grievance shall not lose pay for time spent in arbitration proceedings if same occurs during the employee's regular scheduled working hours, provided the Union's position is sustained by the arbitrator. Should an employee witness be subpoenaed by the arbitrator, he/she shall not lose pay for time required to be spent in the arbitration proceedings during his/her normal work shift.

**Section 10 11. Exclusive Remedy.** It is expressly agreed that the grievance/arbitration provisions of this Agreement are the exclusive remedy for resolution of bargaining unit member employment related matters and are substitute for any and all statutory, law or administrative remedies.

## **ARTICLE 13** **SENIORITY**

### **Section 1. Definitions.**

A. **Total Seniority.** *Total* seniority is an employee's uninterrupted length of continuous *full-*

time service with the City, including any approved leaves of absence. *No employee hired prior to March 1, 2010, shall lose seniority as a result of this language.*

- B. Bargaining Unit Seniority.** *Bargaining unit seniority is an employee's uninterrupted length of continuous service as a member of this bargaining unit, including any approved leaves of absence.* Newly hired probationary employees who have completed their probationary period shall be entered on the *bargaining unit* seniority list ~~with seniority~~ retroactive to date of hire. In the event two (2) or more employees are hired on the same day, at the same status, *bargaining unit* seniority shall be determined on the basis of the alphabetical order of the employee's last name. Individuals who are employed in classifications outside the bargaining unit, who become employed in bargaining unit covered classifications, shall be considered as a new employee for purposes of *bargaining unit* seniority under the provisions of this Agreement.

**Section 2. Seniority List.** The City shall post a copy of the seniority list showing the seniority of each Employee listed on the City's bulletin board. The seniority list shall be reviewed or updated no less than once per contract year, with copies furnished to the Union at such time.

**Section 3. Loss of Seniority.** An employee shall lose all seniority rights for any one or more of the following reasons:

- A. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he/she is entitled at the time of his/her retirement);
- B. Voluntary resignation;
- C. Discharge for cause ~~when such discharge is not discharged by way of the grievance and/or arbitration procedures;~~
- D. Is laid off, or otherwise fails to perform any bargaining unit work for a period of ~~twenty-four (24)~~ *forty-eight (48)* or more consecutive months, ~~or the Employee's length of service at the time of lay-off, whichever is less;~~
- E. Failure to report to work as scheduled after the expiration of a leave of absence or a layoff.

**Section 4. Transfer to Non-Bargaining Unit Position.** Any employee who is promoted or transferred to a job outside the bargaining unit shall retain ~~such~~ *his bargaining unit* seniority as is provided in this Agreement, but not accumulate additional *bargaining unit* seniority after the date of said promotion or transfer. If the City, through a promotion or demotion, returns an employee to a job within the bargaining unit, such employee will be restored to the seniority list with seniority determined according to this section

~~**Section 5.** Individuals who are employed in classifications outside the bargaining unit who become employed in bargaining unit covered classifications, shall be considered as a new Employee for purposes of seniority under the provisions of this Agreement. However, such~~

~~employee shall receive credit for accumulated sick leave, vacations, retirement or other type of benefits that are accrued as a result of his employment elsewhere with the City.~~

~~Section 6. Seniority shall be the determining factor for shift assignments and days off for Employees. Snow routes shall also be awarded by seniority as specified hereinafter.~~

## **NEW ARTICLE 12, SECTION 6-13** **SENIORITY BIDDING**

**Section 6 1. Shift Bidding.** *The Employer will determine which shifts are utilized within the operations of the City. After that determination has been made, employees will be permitted to bid their shift preference by bargaining unit seniority.* ~~shall be the determining factor for shift assignments and days off for Employees. Snow routes shall also be awarded by seniority as specified hereinafter.~~

**Section 2. Snow Route Bidding.** *The Employer shall determine the allocation and composition of snow routes utilized in its operations. Employees shall be permitted to bid their preference for their normal route assignment by bargaining unit seniority. In the event that operational needs so require (e.g., absences, exposure to other routes, work load, training, etc.), the Employer may determine it necessary to deviate from the normal route assignment as specified herein. Such deviations normally shall not exceed fourteen (14) snow days. The Employer agrees to act reasonably when determining such deviations are necessary.*

## **ARTICLE 14** **PROBATIONARY PERIODS**

**Section 1. New Hire Probationary Period.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee earns compensation from the City and shall continue for a period of one hundred eighty (180) calendar days. A newly hired probationary employee may be terminated any time during this probationary period and shall have no appeal over such removal.

**Section 2. Promotional Probationary Period.** A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of *ninety (90) calendar* ~~sixty (60) actual working~~ days. A newly promoted employee shall be given reasonable help and supervision. If the employee fails to qualify, the employee shall be permitted to return to the position from which the employee came. A decision by the City to remove a promoted employee during the probationary period shall be grievable.

**Section 3.** The City will furnish the Union *a copy of status change forms for existing bargaining unit members and employees who enter the bargaining unit* ~~a list of newly hired, promoted, terminated or transferred bargaining unit Employees once each quarter specifying the individual's name, address, date of hire, social security number, starting rate, department and classification.~~

**Section 4. Extension of Probation.** Probationary time limits indicated above may be extended by mutual agreement on a case-by-case basis. Any extensions agreed to must be in writing and signed by all parties to the agreement.

**ARTICLE 15  
LAYOFF & RECALL**

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

**Section 2. Notice.** ~~Reasons for layoff will include lack of work or lack of funding as deemed appropriate by the City. Whenever the Employer determines that there exists a lack of work, lack of funds, or that reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) shall occur. If possible, the City Employer will provide fourteen (14) days advance notice of a layoff to those employees affected by the layoff. Any such notice shall be provided simultaneously to the Union. Such notice shall contain the effective date of layoff and reason for layoff. Upon the request of the Union, the Employer agrees to discuss the impact of the reduction on bargaining unit employees and/or~~ ~~Should layoff become necessary, the Union and the City shall meet to discuss~~ alternatives to layoff.

**Section 3. Procedure.** ~~Whenever it becomes necessary to reduce the work force, The City Employer shall determine the applicable division, classification, and status of where the initial reduction (i.e., layoff or job abolishment) is to occur by initially designating the specific area of reduction from in the following manner:~~

- A. ~~Any~~ Temporary, casual, or seasonal employees within the Division and classification shall first be laid off.
- ~~B. Any~~ Newly hired probationary employees within the Division and classification shall be next to be laid off.
- B. ~~Any~~ Part-time employees within the Division and classification shall be next to be laid off.
- C. ~~Any~~ Full-time employees, starting with the employee with the least bargaining unit seniority, within the Division and classification affected.

**Section 4. Bumping Rights.** ~~E. To avoid layoff, An employee subject to layoff or abolishment may elect to exercise his bargaining unit seniority to: (1) first, bump an employee with less seniority in the same pay range classification/status; (2) the next, bump into a lower classification/status within the same classification series; or (3) next, bump into a previously held position, provided he has the current skill and ability to perform the work to which the employee elects to bump. An Employee may also bump (4) lastly, bump into a seasonal,~~

temporary, or part-time position *within the same classification or lower classification within the same classification series*, maintained by the City during a layoff in order to avoid layoff, if any such position exists. However, the employee will receive the rate of pay and benefit entitlements, if any, which inure to the position.

~~F. If possible, the City will provide fourteen (14) days advance notice of a layoff to those employees affected by the layoff. Any such notice shall be provided simultaneously to the Union. Such notice shall contain effective date of layoff and reason for layoff.~~

**Section 5. Election of Bumping Rights.** ~~G.~~ Employees shall have two (2) working days from receipt of notice of layoff to inform the City, in writing, of their selection under Section 4~~(H)~~ 4. The City will approve or deny this option within two (2) days.

~~H. The City and/or its representatives will not challenge an employee's right to unemployment compensation who chooses to take layoff rather than bump, unless the employee refuses a recall to a bargaining unit position in the classification from which the employee was originally laid off.~~

**Section 6. Layoff Effective Date.** ~~I.~~ In the event of layoff, such layoff shall not occur until after all bump and layoff options have been exercised and completed.

**Section 7. Vacancy Notification During Layoff.** An employee on layoff shall be notified of openings in classifications other than that which he held at the time of his layoff while such employee is on layoff. A laid off employee shall have the right to submit a bid for such position pursuant to the terms of this Agreement. The City will not hire new employees into classifications *from which employees are on layoff* prior to recalling laid off employees ~~provided that the laid off employees possess the skill and ability to perform the job in question.~~

**Section 8. Recall Rights.** ~~A.~~ Recall of employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be first by telephone (to be confirmed the same day by certified mail). ~~B.~~ An employee shall have recall rights for *forty-eight (48) months* ~~two (2) years or his length of service at the time of layoff, whichever is less~~ *from the date of layoff. When the Employer determines that it wishes to recall laid off members of the bargaining unit, it shall recall from that list in reverse order in which the member was laid off. Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.*

**Section 9. Notice/Procedure for Subcontracting Reductions.** The Employer agrees that work normally performed by bargaining unit-covered employees shall not be contracted and/or subcontracted to any outside sources, if such subcontract will result in the layoff of bargaining unit employees without the City first providing the Union with no less than sixty (60) days written notice of the intended subcontract and an opportunity for the Union to negotiate with the City the decision and effects of such subcontracting decision. The City has no present intent to

subcontract bargaining unit work which will result in the layoff of bargaining unit employees during the term of this Agreement.

## **ARTICLE 16** **HOURS OF WORK**

**Section 1. Work Week.** The City shall establish the work week and hours of work for employees covered in the bargaining unit. The regular work week shall be forty (40) hours. It is recognized that the City retains the right to schedule employees for hours in excess of forty (40) in a work week in order to meet the operational demands of the City.

**Section 2. Shifts.** *Except as otherwise explicitly limited by this article, shift times are determined by the Employer, subject to its operational needs.*

- A. **Office Personnel:** The regular shift time for *full-time* employees in the office shall commence at 7:30 a.m., 8:00 a.m. or 8:30 a.m., Monday through Friday, and end eight (8) hours thereafter. If the City uses different starting times for different employees within the applicable job classifications within a Division/Department, selection of shift starting time shall be based on seniority. Other than by mutual agreement between the City and the Union, an individual employee's work schedule will be changed no more than two (2) times in a calendar year unless the individual changes jobs within the bargaining unit.
- B. **Service Personnel:**
1. **Regular Work Hours:** The regular shift time for ~~all other~~ service employees shall be 7:30 a.m. to 3:30 p.m., Monday through Friday except ~~as for the~~ follows: +
  2. ~~a. **Paving Program Only Special Projects:**~~ Employees assigned to work on ~~paving~~ *special projects (e.g., paving, resurfacing of roads, special events, etc.)* will work a modified schedule for the period of time it requires to complete the work. ~~The work shifts will be 7:00 a.m. to 5:00 p.m., Monday through Thursday, forty (40) hours per week. The modified shifts may include ten (10) hour work days, weekends, or off shift work days, forty (40) hours per week. Modified shifts for special events shall be limited to not more than two (2) per year.~~

At least two (2) weeks prior to commencement of ~~a the City paving special project~~ program or *special event*, work shifts shall be posted indicating the number of personnel needed per shift, per classification. Employees shall be given the opportunity to select shift preference on a seniority basis for a one (1) week period designating both their first and second preference for shifts. Within one (1) week of this initial posting, the City will notify employees of their pending shift assignment. Employees assigned to ~~City paving special~~ projects will resume regular work hours of ~~7:00 a.m. to 3:00 p.m.~~ one week (1) after notification by management ~~or for the week following the special event~~. *Vacancies on the sign up will be assigned by the Employer on a reverse seniority basis.*

- 2.3. Winter Work Hours: *At the discretion of the Employer, the winter work hours will be a split shift schedule with twenty-four (24) hours operational coverage. Annual preparation for this work schedule will normally be made at least two (2) weeks prior to the end of the Thanksgiving holiday. The City will endeavor to provide employees with a minimum of two (2) weeks notice prior to the beginning of winter work hours. However, the parties recognize that weather related circumstances may dictate movement to winter work hours with less than two (2) weeks notice.* Winter work hours shall normally not be in effect later than April 1. ~~Said shifts will commence and end on the following schedule:~~

Shift Schedule A: 12:00 a.m. to 8:00 ~~noon~~ a.m. - normal working hours  
~~12:00 midnight~~ 8:00 a.m. to ~~4:00 a.m.~~ 12:00 p.m. - available for work

Shift Schedule B: ~~12:00 noon~~ 12:00 p.m. to 8:00 p.m. - normal working hours  
8:00 p.m. to 12:00 ~~midnight~~ a.m. - available to work

Winter work shifts shall be posted indicating the number of personnel needed per shift, per classification. Employees shall be given the opportunity to select shift preference by seniority basis for a one (1) week period designating both their first and second preference for shifts. Within one (1) week of this initial posting, the City will notify employees of their pending shift assignment. Winter work hours will normally be scheduled to begin on the first Monday after the Thanksgiving holiday.

- ~~3. Public Lands & Buildings: The shift time for Employees whose primary job assignment is to work in the Public Lands & Buildings shall commence at 7:00 a.m. or 3:00 p.m. Monday through Friday, and end at 3:00 p.m. or 11:00 p.m. Other than by mutual agreement between the City and the Union, an individual employee's work schedule will be changed no more often than once every two (2) times in a calendar year unless the individual changes jobs within the bargaining unit. Hours may be changed to 7:30 a.m. to 3:30 p.m. Monday through Friday, by mutual agreement.~~

4. Additional Schedules/Assigned Overtime: Additional work schedules that include Saturday and/or Sunday as a regular work day may be added; however, no bargaining unit employee employed as of ~~the date of this agreement~~ April 15, 2007, shall be forced to work a regular work week that includes Saturday or Sunday. The Employer retains the right to ~~require~~ assign overtime work on Saturday or Sunday *or any other day as required by its operations.*

5. Work Assignments: ~~Any disputes regarding~~ *The Employer maintains and retains the right to allocate personnel for training purposes, operational efficiency or for any other reason that it determines supports the optimal*

*delivery of services. To the extent that the City determines that it is consistent with its operational needs, work assignments within a crew will be resolved by seniority. This right will not be abused. However, the City maintains the right to assign employees for training purposes and operating efficiencies, and will not be abused.*

**Section 3. Meal Period.** Employees shall be provided a paid meal period of thirty (30) minutes duration during each work day which shall be scheduled as close as possible to the middle of each shift. Employees shall be expected to remain on the premises or be available to perform duties at the work site during paid lunch periods, unless specifically authorized to leave the premises during the lunch period by the Division/Department Head. In any event, adequate coverage must be maintained.

**Section 4. Breaks/Clean-up Periods.** Employees shall be granted reasonable personal break times during the work day. Service employees working in the field shall be granted a ten (10) minute personal clean up period prior to the end of each work shift. This ten (10) minute clean up period will also be granted to other employees performing field work on an as needed basis, when determined and authorized by the Zoning Superintendent, Planning Director or City Engineer.

**Section 5. Overtime.** Employees shall be paid one and one-half (1 1/2) times their applicable rate of pay for all hours worked in excess of forty (40) hours in any work week. Vacation, compensatory time, City compensated military hours, pre-scheduled sick leave pursuant to Article 23, Section 4, and holiday hours taken and paid by the City pursuant to the terms of this Agreement shall be counted as hours worked for purposes of overtime computation.

**Section 6. Offering of Overtime.** Overtime will be offered to qualified employees within the classification where the work is required *according to the procedures below. If an employee refuses overtime on three (3) occasions during any calendar year, the employee shall not be eligible for offered overtime under this procedure. The employee will still be subject to assigned overtime. The employee will be eligible for reinstatement to the overtime list upon request to the Department Head.*

- A. On each occasion, the *initial* opportunity to work overtime shall be offered to the employee within the job classification within the primary *division job assignment team*, who has the least amount of overtime hours to his credit. The employee may *initially* refuse the overtime. If the employee refuses the overtime or fails to work it, the hours will be recorded and be part of the employee's credited overtime hours, as if worked. The overtime will then be offered to the employee within the job classification within the primary *division job assignment team* with the next least amount of overtime hours. Hours offered will be charged.
- B. *After offering the opportunity under part A, the next overtime will be offered to employees within the applicable job classification within other divisions.*
- C. In the event sufficient employees do not accept the overtime assignment, the City *will may* direct available employees to work the overtime beginning with the least senior

available employee within the *applicable job* classification within the *division primary job assignment team*. Such overtime ~~when worked~~ will be recorded as overtime hours in the employee's records ~~within the applicable primary job assignment~~.

*D. In the event sufficient employees cannot be assigned under part C, the City will direct employees to work the overtime beginning with the least senior employee within the applicable job classification within another division. Such overtime will be recorded as overtime hours in the employee's records.*

*E. The City shall not be obligated to call an employee for overtime when the employee on the day of the offer has reported off for any of the following reasons:*

1. Sick leave
2. Vacation, compensatory time, floating holiday, unless authorized by the employee in the written form submitted to the City.
3. Authorized or unauthorized leave (one day or more, as well as any portion of a day).
4. Hours available will be charged for any reason he/she is not available for overtime.

*F. On January 1 of each succeeding year of this Agreement, ~~charged~~ overtime hours shall revert to zero. Initial overtime assignments at the beginning of the new year will be offered by order of seniority to qualified employees within the classification. Once all employees in the classification have worked overtime opportunities, using this procedure, the initial offering of overtime opportunities shall then revert to an offering of overtime on a low hour basis.*

*G. It is recognized that it may be necessary for the City to assign an employee who has been working on a task to continue working beyond the end of his regularly scheduled work hours. The City may do so without balancing said overtime hours under the provisions of this section in order to promote efficiency of operation.*

#### Section 7.

~~A II.~~ A record of overtime hours worked and/or refused shall be posted on the bulletin board in each *division primary job assignment team*, and posted weekly or when hours change.

~~B I.~~ ~~To reflect transfer of~~ Employees) *permanently transferred* into *another division primary job assignment team*, such Employees) shall be placed *on the overtime list* using an average of hours ~~on the list~~.

Section 8.7. Compensatory Time. The City and the Union agree that full-time employees who have successfully completed their initial new hire probationary period may opt to receive compensatory time off in lieu of overtime pay in accordance with this section.

- A. Compensatory time is earned at the rate of one and one-half (1 1/2) hours of straight time for every hour of overtime (over forty [40] hours per week) worked, at the option of the employee involved. ~~A maximum of forty-eight (48) hours can be carried over into the year following the year in which it was earned.~~ Employees may accumulate up to one hundred twenty (120) hours in any calendar year. Once an employee has accumulated one hundred twenty (120) hours of compensatory time, the employee shall be paid at the overtime rate of pay for any overtime worked until such time as the employee's accumulated compensatory time has dropped below the one hundred twenty (120) hours.
- B. All ~~other~~ compensatory time must either be used during the year in which it was earned, or sold back to the City. *In the event that an employee has any accumulated hours of compensatory time on the books at the end of the year, the City will buy back the remaining hours. The parties acknowledge that the Employer retains all its rights to manage the use and administration of compensatory time under federal law.*
- ~~C. Compensatory time accumulated during the year can be scheduled with approval of the supervisor in the normal manner, sold back to the City in the leave sale process, or carried over into the year following the year in which it was earned.~~
- C. Employees shall request in writing if they wish to receive compensatory time in lieu of overtime pay and cannot change said request after the overtime has been submitted.
- D. All requests to use accumulated compensatory time shall be submitted to the Division/Department Head a minimum of two (2) work days prior to the time requested off, unless otherwise authorized. Compensatory time off may be taken in increments of one (1) hour or more.

## ARTICLE 17 CALL-BACK AND REPORT-IN-PAY

**Section 1. Call-Out Pay.** *Employees who are called into work at a time when they are not regularly scheduled, and which time does not abut the beginning of their regular work time, shall receive a minimum call out of three (3) hours of pay at the applicable rate of pay. Employees who are called into work at a time that abuts the beginning of their shift shall not be eligible for the minimum call-out of three (3) hours and shall be paid for the actual time worked.* ~~An Employee who reports to work on a scheduled work day shall be provided his regular scheduled work day's hours in the Employee's classification or in another classification for which the Employee qualifies. If no work is available and the City directs the Employee to leave work, the Employee shall be paid the hours he was regularly scheduled for work on that day unless the City advised him in advance not to report to work and/or the City was unable to provide work for all or part of the work days because of an act of God.~~

~~**Section 2.** An Employee who has finished his shift and left the premises shall be given at least three (3) hours pay at one and one half (1 1/2) times their rate of pay when called back to work.~~

**ARTICLE 18**  
**JOB BIDS AND TEMPORARY TRANSFERS**

**Section 1.** Where there is a vacancy in an existing job *within the bargaining unit*, and the City determines that such vacancy should be filled, or a new job *is created* within the bargaining unit, employees desiring to bid on such job may do so as follows:

- A. **Notice/Posting Contents.** Notice of vacancy or new job shall be posted on all Union bulletin boards for five (5) working days from the date the job opening has been posted. Open vacancies or new jobs being posted shall indicate the classification, rate of pay, shift, department and duties of said position. The City will provide the Union with a copy of the posting and the name of the employee selected to fill the position.
- B. **Application Period.** During this five (5) day period, employees who have successfully completed their probationary period who wish to apply for a posted opening may do so by submitting a bid application. The bid application must be in writing, signed by the employee, dated and submitted to Human Resources. Forms used for this purpose shall be provided by the City.
- ~~C. Open vacancies or new jobs being posted shall indicate the classification, rate of pay, shift, department and duties of said position. The City will provide the Union with a copy of the posting and the name of the employee selected to fill the position.~~
- C. **Evaluation of Applicants.** All posted positions will be awarded to the bidding employee with the most seniority who has the necessary skill, ability and qualifications as determined by the job classification/description. ~~+~~ In addition, the following positions will include an interview process to determine qualifications: Assistant Finance Director, Income Tax Auditor, Mechanic, Planner, Working Foreman, Engineering Technician.
- ~~E. The City shall fill the opening within fourteen (14) days, provided the movement does not create a hardship for the City in either the job filled or the job vacated by the award.~~
- D. **Failure of Probation/Return.** ~~The Employee Bargaining unit members that are selected to fill a vacancy shall have a trial period of sixty (60) actual working days. During this trial period, the Employee shall have reasonable help and supervision. If the Employer determines that a bargaining unit member cannot successfully fulfill the duties and responsibilities of the new position, he may be bidder fails thereafter to qualify during the trial period, he shall have the right to returned to his/her former job and this right shall in turn apply to others who changed jobs as the result of filling the posted positions.~~ ~~+~~ **subject to appeal as provided for in Article 13, Probationary Periods. In the event that the former job has been filled and the return produces displacement or layoff, such action shall not be appealable through the grievance and arbitration procedure nor any other avenue of appeal.**

**Section 2. Cross Bidding.**

- A. *Vacancies in the bargaining unit not filled by unit members shall be made available to employees in the AFSCME Local 2714 Dispatch Unit.*
- B. *In the event that an AFSCME Local 2714 Dispatch Unit member is selected to fill a vacancy within this bargaining unit, there shall be no loss in total seniority for City-wide benefits.*
- C. *For promotional bids, pay shall be at the lowest step which provides the employee an increase in the rate of pay within the applicable classification. Where the cross-bid is a transfer to an equal or lower paid position, the employee will be placed at the step for the applicable classification closest to his current rate of pay. The employee will advance automatically through any remaining steps every twelve (12) months from the effective date of the promotion or transfer, until the top step is obtained.*

**Section 3. Temporary Transfers.**

- A. In connection with the efficient operations of the City, the City has the right to temporarily transfer an employee to a different classification to fill in for vacations, to fill in for sick leave, for emergencies, or for other reasons determined by the City. Such transfers shall not exceed thirty (30) days unless mutually agreed to between the Union and the City *or if done to address an extended leave of absence (i.e., FMLA, Military Leave, etc.).*
- B. **Procedure.** Where the temporary transfer of an employee is a result of a temporary vacancy exceeding thirty (30) days, *the City will determine in what classification, department/division, and shift the transfer is to be offered.* The City will make the transfer available to ~~qualified~~ *those employees occupying the classification and working in the department/division and on the shift from which the transfer is to be made,* on the basis of seniority. Should senior qualified employee(s) not wish to fill the vacancy, the City will transfer the least senior qualified employee *from the affected classification, department/division, and shift* into the vacancy.
- C. **Rate of Pay.** An employee transferred to a lower paying classification shall receive his regular rate of pay for the duration of the temporary transfer. ~~➤~~ An employee transferred to a higher paying classification shall be paid the higher rate of pay for the duration of the transfer ~~as defined in Article 33, Section 2.~~

**Section 4. Lateral Transfer Request.**

- ~~B~~ A. **Definition.** A lateral transfer ~~would include:~~ *is a transfer ~~a transfer~~ to a different classification at the same rate of pay, or a transfer to a lower classification at a lower rate of pay; into another City department covered by this bargaining agreement.*
- ~~A~~ B. **Procedure.** *In the event that the Employer determines that a lateral transfer is available within a bargaining unit classification, employees desiring to transfer laterally*

~~to openings into~~ in other departments or locations within the City's facilities may submit a request in writing to the Human Resources Department during the posting period. This request shall be the same process as outlined in Section 1. B.

- C. **Request Period.** Requests made for lateral transfer must be made by employees during the first three (3) working days of the posted period.
- D. **Award/Procedure.** The City shall *evaluate the* transfer applicants *on the basis of the criteria set forth in Section 1(C) and award the transfer to the applicant on that basis.* ~~with the most seniority to fill the openings, provided the applicant has the skill and ability to perform the job prior to the job being filled through a bid. In the event there are no lateral transfer requests made during the posting period, such job shall be filled in accordance with the job posting provisions of this Article.~~

## ARTICLE 19

### EMPLOYEE PERFORMANCE EVALUATIONS

**Section 1. Annual Evaluations.** Each employee shall be evaluated by his immediate non-bargaining unit supervisor at least once each calendar year. Both the employee and the supervisor shall participate in the evaluation process. An employee shall be given an opportunity to examine all evaluations and discuss the conclusions with the supervisor and be given the opportunity to sign the evaluation form. In the event an employee refuses to sign the evaluation form, it shall be so noted on the evaluation form by the employee's supervisor.

**Section 2. Evaluation Responses.** If an employee has any additional comments, statements of objections to his evaluation, he may submit same, in writing, to his supervisor. Such additional comments will be attached to the evaluation and made part of the employee's file. Employee evaluations and employee comments regarding the evaluations will be reviewed by the Mayor *or his designee*. Employees will receive a copy of all evaluations and memorandums.

## ARTICLE 20

### PERSONNEL RECORDS

**Section 1.** An employee has the right to inspect his personnel records upon notification to the Manager of Human Resources during normal working hours and within one (1) working day after receipt of a written request from the employee.

**Section 2.** An employee's records will be made available for inspection by an appropriate Union representative during normal working hours and within one (1) work day after receipt of a written request from the Union and written authorization by the employee.

**Section 3.** Employees and Union representatives are prohibited from copying or removing records from the record file. One (1) copy of records will be provided to the employee and/or Union representatives at no cost to the employee or Union by the City upon receipt of a written request to the Human Resources Department from the employee or Union representative. The employee may compile, date, and insert a list of the documents he finds therein.

**ARTICLE 21**  
**LEAVES OF ABSENCE WITHOUT PAY**

**Section 1. Amount.** Upon successful completion of the probationary period, a full-time employee may be eligible, upon approval of the Mayor, for a personal leave of absence without pay or interruption of seniority ~~or benefits~~, upon request. Such leave of absence shall not exceed seventy-five (75) calendar days. *Benefit continuation will be available in accordance with the law.*

**Section 2. Procedure.** All leaves of absence and any extensions thereof must be applied for in writing by the employee on a form to be provided by the City. Any request for a leave of absence shall be answered in writing promptly, and the reasons for any denial shall be given. An approved copy of any leave of absence granted under this article will be furnished to the employee.

**Section 3. Return from Leave/Documentation.** An employee may, upon request, return to work prior to the expiration of any leave of absence only if such early return is agreed to by the City. Any employee who has been on any type of leave herein shall, at the request of the City, submit a medical certificate indicating fitness to return to duty.

**Section 4. FMLA.** ~~An employee will be granted a leave of absence for military duty in accordance with state and federal law.~~ *Leave that qualifies as Family Medical Leave will be provided in accordance with the Act.*

**Section 5.**

~~A. An employee, upon request, and for reasons specified in the Family and Medical Leave Act, shall be granted a leave of absence for a period not to exceed twelve (12) weeks. The City may require the employee to use any remaining sick and compensatory leave before commencing additional unpaid leave.~~

~~B. To be eligible for FMLA benefits, an employee must:~~

- ~~1. Be full time and have twelve (12) months of service, and~~
- ~~2. Have worked at least 1250 hours over the previous twelve (12) months, and~~
- ~~3. Must have exhausted all accumulated sick and compensatory leave, and~~
- ~~4. Must submit the request on the City's application for unpaid family leave at least thirty (30) days prior to the requested time off, and~~
- ~~5. Submit a statement from the appropriate physician to verify the need in all cases involving leave for health reasons and child birth/child care. Submit a statement from the appropriate social service or adoption agency for all adoption/foster care requests.~~

~~C. An eligible Employee shall be entitled up to twelve (12) weeks of unpaid leave in any twelve (12) month period for one or more of the following reasons:~~

~~1. For the birth or adoption of a child (or foster care placement) within twelve months of the event; or~~

~~2. To care for an immediate family member (spouse, child, parent only) with a serious health condition; or~~

~~3. Personal illness of a serious nature.~~

~~D. Spouses employed by the same Employer are jointly entitled to a combined total leave of twelve (12) work weeks for child birth, adoption or foster care which can only be taken within twelve (12) months of the birth or placement.~~

~~E. Employees granted unpaid family leave will continue to receive group health insurance coverage for the duration of the leave. However, those persons who fail to return to work will be required to reimburse the Employer for the cost of the insurance premiums paid out during the unpaid family leave.~~

~~F. Upon return from family and/or medical leave, the employee will be returned to the same classification and the same pay level (if there are no vacancies in the same classification). All other benefits and/or terms and conditions of employment shall remain the same unless superseded by this collective bargaining agreement.~~

## ARTICLE 22 VACATION LEAVE

**Section 1. Eligibility/Accrual for Full-Time Personnel.** *Vacation service credit is based upon years of uninterrupted full-time service with the Employer. It is agreed* The following schedule will apply to all full-time employees:

<u>Length of Service</u>	<u>Weeks of Leave</u>
1 - 4 years	2
5 - 9 years	3
10 - 14 years	4
15 years and over	5

**Section 2. Crediting of Vacation for Full-Time Personnel.** *The* A full-time employee must work one year full-time to be credited with his/her first vacation leave. Thereafter, vacation leave is credited on January 1 of each year. Upon reaching the date of his/her fifth, tenth or fifteenth anniversary of employment, the employee will acquire the appropriate additional vacation entitlement, based upon the current vacation leave schedule.

**Section 3. Required Usage/Maximum Carry-Over for Full-Time Personnel.** Vacation leave shall be taken by ~~the~~ full-time employees following the calendar year in which it was accrued and prior to the next calendar year. A maximum of forty (40) hours may be carried over into the

following year at the discretion of the Employer. ~~The Employee must work one year full-time to be credited with his first vacation leave. Thereafter, vacation leave is credited on January 1 of each year.~~

~~**Section 4.** Full-time employees are permitted to take vacation leave in increments of one (1) hour. An employee may choose to use a vacation period of up to forty (40) hours by notification to the employee's immediate supervisor, provided the taking of same does not conflict with time previously scheduled off in accordance with Section 4 of this Agreement. On each such occasion, the employee shall notify the supervisor at least two (2) work shifts prior to the day(s) being requested off and receive approval, unless authorized, if the employee desires to use vacation.~~

**Section 5.4. Annual Vacation Scheduling for Full-Time Personnel.** *All vacation requests for full-time personnel are subject to the operational needs of the Employer, and each department shall establish an annual vacation request submission/sign-up period to allow for the pre-scheduling of vacation. The annual vacation request submission/sign-up period will begin on November 1 and shall be completed in no later than forty-five (45) calendar days. Members shall be permitted to request/sign-up for vacation, should it be available, by bargaining unit seniority within the applicable classification. Requests/sign-up for full weeks of vacation shall take precedence over requests/sign-up for less than that amount if submitted during the pre-scheduling period. Requests/sign-up for vacation time usage after the annual pre-scheduling period shall be granted on a first come, first serve basis. For vacation periods of more duration than forty (40) hours, a vacation sign-up period shall be provided during the month of February of each year. Employees shall sign up for vacation periods desired and the vacation shall be scheduled by seniority within the classification. In the event of any vacation conflict, the senior Employee will be given preference. In the event an Employee does not choose to schedule all accumulated vacation during the sign-up period, any vacation thereafter shall be scheduled on a first request basis.*

**Section 6.5. Vacation Sell-Back for Full-Time Personnel.** By November 1 of any contract year, upon approval of the Department Head, an employee may ~~elect~~ *be permitted* to sell accumulated but unused vacation leave according to the schedule below, at the employee's regular base hourly rate. The amount shall be paid by separate check in December.

<u>Vacation Entitlement</u>	<u>Maximum Carry Over</u>	<u>Maximum That Can be Sold</u>
2 weeks	1 week	0 week
3 weeks	1 week	1 week
4 weeks	1 week	2 weeks
5 weeks	1 week	3 weeks

**Section 7.6. Transfers.** In the event an employee transfers to another job classification, and/or Division, management reserves the right to deny his/her vacation if a vacation conflict exists.

**Section 8.7. Vacation Severance.** In the event of death or retirement of an employee, the employee, the employee's estate or designated beneficiary shall be paid for one hundred percent (100%) of the employee's accrued but unused vacation at the employee's then-current rate of pay.

**Section 8. Part-time Vacation Service Credit.** *Part-time employees shall earn vacation service credit on the basis of the amount of hours worked in a given year prorated to those regularly scheduled hours for full-time personnel (i.e., one thousand forty (1,040) hours worked equals one-half year of vacation service credit). Upon appointment to full-time status, a part-time employee will become eligible for vacation and be credited with his prior part-time service credit on the full-time scale after completing one (1) year of full-time service under Section 2.*

**Section 9. Part-Time Vacation Eligibility/Accrual.** *Part-time employees shall earn vacation based upon the amount of hours they work in the previous calendar year provided that they work a minimum of five hundred (500) hours. The maximum annual amount of vacation available to be earned annually is forty (40) hours for the prior year's service. Members shall be credited up to the maximum amount on the basis of the amount of hours worked annually prorated to that of a full-time employee (i.e., one thousand forty (1,040) hours worked equals twenty (20) hours of vacation earned).*

**Section 10. Part-Time Vacation Scheduling/Usage.** *All vacation requests for part-time employees are subject to the operational needs of the Employer. Requests for usage shall be in minimum increments of a full work shift, and all vacation shall be used during the calendar year credited. Any vacation time not scheduled and utilized during the calendar year credited shall be forfeited, unless the remaining time is less than a full work shift. Any time remaining that is less than a full work shift shall be paid to the employee.*

## **ARTICLE 23 HOLIDAY LEAVE PAY**

**Section 1. Holidays.** ~~It is agreed that all eligible full-time employees in the bargaining unit shall receive twelve (12) days off per year. Employees must take holiday leave in one (1) day increments. The following days shall be designated as holidays:~~ *Full-time employees in the bargaining unit shall receive eight (8) hours of pay at their regular rate (i.e., holiday pay) for each of the following holidays:*

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day         | 7. Columbus Day            |
| 2. Martin Luther King Day | 8. Veteran's Day           |
| 3. President's Day        | 9. Thanksgiving Day        |
| 4. Memorial Day           | 10. Day after Thanksgiving |
| 5. Independence Day       | 11. Christmas Day          |
| 6. Labor Day              |                            |

**Section 2. Holiday Pay Eligibility.** *In order to be eligible to receive holiday pay, a ~~eligible~~ full-time employee ~~include those who work their~~ must work his last scheduled hours on the work day prior to the holiday, his scheduled work shift the day of the holiday, if applicable, and the first scheduled work day following the holiday unless on a pre-approved absence (pre-scheduled approved absences and medically certified absences are considered as pre-approved absences.)*

**Section 3. Floating Holiday/Scheduling.** *In addition to those holidays listed in Section 1, these full-time employees who have completed their probationary periods shall be eligible for*

one (1) floating holiday. ~~D~~ The floating holiday must be scheduled a minimum of two (2) work shifts prior to the requested day off work and approved by the Supervisor before the time off work is taken, unless otherwise authorized.

**Section 4. Date of Observance for Weekend Holidays.** For employees whose workweek consists of shifts scheduled from Monday through Friday, when a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

**Section 5. Rate of Pay for Work on Holidays.**

- A. **Full-Time Employees.** In addition to being eligible to receive holiday pay as provided in Section 1, full-time employees ~~scheduled to that~~ work New Year's Day, Thanksgiving Day, and Christmas Day shall ~~be paid eight (8) hours holiday pay plus~~ receive two (2) times their normal rate of pay for all hours worked. Full-time employees working any of the remaining holidays listed in Section 1 shall ~~be paid eight (8) hours holiday pay plus~~ receive one and one-half (1 1/2) times their normal rate of pay for all hours worked, ~~in addition to any holiday pay for which they are eligible to receive. Such Employee not regularly scheduled to work on the holiday will receive eight (8) hours straight time pay in addition to his pay for regular hours worked that week.~~
- B. **Part-Time Employees.** Part-time employees working on a holiday will receive one and one-half (1 1/2) times their regular rate of pay for all hours actually worked.

**Section 6.**

- A. **Vacation.** If a holiday falls during an employee's vacation period, he shall be paid for the holiday and not charged with vacation for that day.
- B. **Sick Leave.** If a holiday is observed while an employee is on sick pay, he shall be paid holiday pay for the holiday within the same period that all other employees receive holiday pay and will not be charged sick leave for that day, subject to the *eligibility* provisions of ~~Section 4~~ of this article.
- C. **Other Leaves.** If a holiday falls during the time an employee is on jury duty, funeral leave or workers' compensation, the employee shall receive holiday pay for the holiday and not be charged with jury duty, funeral leave, or workers' compensation leave for that day.
- ~~D. The floating holiday must be scheduled a minimum of two (2) work shifts prior to the requested day off work and approved by the Supervisor before the time off work is taken, unless otherwise authorized.~~

~~**Section 5.** Holiday pay shall be considered hours worked for all pay purposes under this Agreement.~~

**ARTICLE 24**  
**SICK LEAVE**

**Section 1. Usage.** Each full-time employee shall accumulate sick leave which may be utilized, upon the approval of the Department Head, for absences due to:

- A. personal injury or illness;
- B. illness or injury of a employee's immediate family (includes parents, spouse and children of the employee or employee's spouse, or person permanently residing with the employee that is dependent on the employee for care);
- C. or as otherwise specified in this article.

**Section 2. Accrual/Accumulation.** ~~Full-time employees Sick leave shall be accumulated as follows: A. Full-time Employees shall receive ten and 5/10 one-half (10.5) hours of sick leave for each completed calendar month worked. Unused sick leave shall be cumulative without limit. B. Overtime will not be counted as hours worked for the purpose of calculating an employee's sick leave accumulation. C. Sick leave will not be counted as hours worked for the purpose of determining overtime, except as provided in Section 4.~~

**Section 3. Minimum Usage Increments.** Sick leave is used on the basis of one hour of sick leave for one hour of absence. It may be used in increments of one-quarter (1/4) hour.

**Section 3 4. Documentation/Verification.** Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness or injury as may be satisfactory to him, or may require the employee to be examined by a physician designated by the City and paid for by the City. Said proof may be required for the purpose of verifying the illness, determining whether the employee is unable to perform his requested duties and/or determining the expected date of recovery.

**Section 4 5. Sick Leave Usage for Medical Appointments.** Employees shall make every effort to schedule appointments with medical professionals outside their normal work day. Employees requesting the use of sick leave such as appointments with medical professionals must provide at least forty-eight (48) hours notice for such prescheduled appointments. Such "pre-scheduled" sick leave will be considered as time actually worked for the purpose of determining overtime. Any notification of sick leave usage for appointments with medical professional less than forty-eight (48) hours prior to the usage shall not be considered as time actually worked for the purpose of determining overtime.

**Section 5 6. Documentation for Absences in Excess of Three (3) Days.** An employee absent for three (3) or more consecutive scheduled work days may be requested to furnish a medical statement from his physician or other professional verifying the illness, the employee's inability to perform his required duties and the employee's date of recovery in order to be eligible for paid sick leave. If the medical opinions of the City designated physician and the employee's physician conflict, an independent third physician will be selected by those physicians and

consulted to render a final decision. Any cost of the third physician will be shared equally between the City and the affected employee.

**Section 6 7. Falsification of Documentation/Discipline.** Falsification of either the signed statement or physician's certificate shall be grounds for disciplinary action which may include dismissal. Applications for use of sick leave with the intent to defraud, abuse sick leave, or any patterned use of sick leave shall be grounds for disciplinary action, up to and including discharge.

**Section 7 8. Reporting of Requirements.** An employee must report off directly to his/her immediate supervisor prior to the shift starting time. Voice mail reporting off is acceptable if made prior to the shift starting time and should include the nature and expected duration of the absence. If an employee is unable to report off work, a family member or responsible person may make the report off.

**Section 8 9. Sick Leave Conversion.** Upon separation from employment due to death or retirement of any kind, full-time employees (or their estate, if upon death) shall be compensated at their regular base hourly rate at the time of retirement or death, for fifty percent (50%) of all accumulated and unused sick leave, up to a maximum of nine hundred and sixty (960) hours.

**Section 9 10. Sick Leave Transfer.** ~~An employee who transfers from one Sick leave earned with another public agency shall not be transferable to the City of Green. to the City shall be credited with the unused balance of his accumulated sick leave from the previous employer, up to the maximum accumulation permitted by this Agreement.~~

**Section 10 11. Sick Leave Incentive Days/Scheduling.** An eligible employee who has used ~~zero (0)~~ sixteen (16) hours or less of sick leave during an entire calendar year will receive eight (8) hours of personal leave. The personal leave must be used during the calendar year immediately following the year it was earned, may not be carried over, and may not be sold back to the City as leave. This personal day is to be scheduled and approved at least two (2) days prior to the requested leave.

**Section 11 12. Sick Leave Time Bank.** A Sick Leave Time Bank shall be established that shall be administered by the Time Bank Committee in accordance with Appendix B.

## **ARTICLE 25** **FUNERAL LEAVE**

**Section 1.** Up to seven (7) consecutive calendar days of absence with pay, will be provided to a full-time employee in the event of the death of an employee's spouse, child or stepchild, provided proper proof is provided to the ~~Department Head~~ **Employer/designee.**

**Section 2.** Up to three (3) consecutive calendar days of absence with pay will be provided to a full-time employee in the event of the death of an employee's parent(s), grandparent(s), grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law and/or sister-in-law, and grandparents-in-law, provided proper proof is provided to the ~~Department Head~~ **Employer/designee.**

**Section 3.** The City may authorize additional time off as sick leave or time off without pay for a full-time employee to extend funeral leave specified in Sections 1 or 2 for an employee or as time for an employee to attend the funeral of other non-designated close friends or relatives, at the sole discretion of the ~~Department Head~~ *Employer/designee*.

#### **ARTICLE 26** **JURY DUTY**

**Section 1.** An employee subpoenaed for jury service *that is to occur during his normal work hours* must provide his supervisor with a copy of the notice as soon as possible after receipt.

**Section 2.** A full-time employee will *suffer no loss of straight time pay* ~~be compensated in his regular rate of pay for all hours served on~~ *if selected for jury duty that coincides with regular work hours*. The employee shall not be required to reimburse the City for any remuneration received for such appearance. *Employees on jury duty will be placed on day shift for the duration they are on jury duty.*

**Section 3. Return to Duty.** An employee released from jury duty with more than two (2) hours remaining in his shift ~~should~~ *shall* report to work as promptly as possible for completion of his shift.

#### **ARTICLE 27** **MEDICALLY RESTRICTED EMPLOYEES**

**Section 1.** The parties to this contract shall comply with the Americans with Disabilities Act (ADA). An employee who has a disability covered by the ADA and who is unable to perform the essential functions of the employee's regular classification after the City has exhausted all options to provide a reasonable accommodation according to the Act, may be provided employment in a vacant position if the City chooses to fill the vacancy within the bargaining unit, at the appropriate rate of pay for that position, provided the assignment is compatible with the employee's disability and qualifications. Assignment to such a position does not waive an individual's right to his previous classification if medically able to return thereto. This provision supersedes promotions, transfers, and temporary transfers; however, it does not affect or supersede the layoff and recall provisions of this Agreement.

#### **ARTICLE 28** **INJURY PAY**

**Section 1.** *Employees will be provided with Injury Pay benefits pursuant to Section 2 or Section 3 under this article.*

**Section ~~1~~ 2.** In the event a regular full-time employee suffers a work-related injury which is compensable under the State Workers' Compensation provisions, the employee shall utilize available sick leave commencing with the first day of said injury. The employee with the City shall cooperate in completing the necessary forms for reimbursement for workers' compensation payments to the employee. Upon receipt of said workers' compensation payments, the employee

shall assign said amounts over to the City. The City will then credit the amount of the workers' compensation received against the individual's sick leave which was utilized. In the event an employee exhausts his sick leave or does not have available sick leave to cover the period of his absence, he may "borrow" from another employee if and only if: (1) the employee executes an appropriate written document detailing said agreement and the City incurs no additional liability because of differences in pay grade.

**Section 3.3. Wage Continuation Policy.** *For so long as the City determines that the wage continuation policy is feasible, employees will be offered the option of participating under the terms of that policy. Should the City determine to discontinue the policy, employees will still be eligible for injury pay benefits pursuant to Section 2. ~~Should the City develop and implement the current "trial" policy regarding wage continuation for a City-approved work-related absence, such policy will supersede Section 1 above.~~*

## **ARTICLE 29**

### **HEALTH AND LIFE INSURANCE BENEFITS**

**Section 1.** The City shall provide all full-time employee(s) covered by this Agreement group hospitalization, surgical, medical, prescription drug, vision and other related health insurance benefits under the same terms and conditions as provided to other employees of the City.

**Section 2. Provider Changes.** The City shall provide the Union with no less than fifteen (15) days written notice of a change in insurance providers during the term of this Agreement. *Notice will be provided through the Health Care Committee.*

**Section 3.3. Contribution Rates.** ~~The benefits provided at the effective date of this Agreement shall remain substantially similar for the duration of this Agreement. The City shall provide the Union with no less than fifteen (15) days written notice of a change in insurance providers during the term of this Agreement.~~

~~Beginning January 1, 2008.~~ Employees electing to participate in the City's health insurance shall contribute a sum equal to five percent (5%) of the total monthly premium (COBRA cost less administrative fees as calculated by the City's stop/loss carrier) in effect for family or single coverage as elected by the employee. For the term of this Agreement, the maximum *per month* employee contribution shall be thirty dollars (\$30.00) for single coverage and seventy-five dollars (\$75.00) for family coverage. If both spouses are employed by the City, they shall be offered one (1) family coverage but they may select the spouse that will make the premium contribution.

**Section 3.4. Insurance Committee.** The City will establish a joint committee on health care benefits which includes representative(s) from each of its bargaining units. The joint committee will evaluate periodically the benefits and costs, and make recommendations to the City for cost containment measures. It is the intent of the City to maintain levels of benefits comparable to those that exist at the effective date of this agreement. However, should the City find it necessary to change the levels of benefits during the term of this agreement, the Employer will present any proposed changes to the Health Insurance Committee and the Union at least thirty (30) days prior to the effective date of any such changes. Upon the request of the Union, the

Employer will meet with the Union to discuss the proposed changes and any alternatives. If the parties are unable to reach agreement, the Employer may implement the changes.

**Section 4.5.** The City will maintain life insurance in the amount of fifty thousand dollars (\$50,000) for each full-time bargaining unit employee.

### **ARTICLE 30** **EDUCATIONAL ASSISTANCE/TRAINING EXPENSES**

**Section 1. Amount.** Provided a full-time employee obtains prior approval from the ~~Mayor~~ **Employer/designee**, he shall be reimbursed in the amount of eighty percent (80%) for the cost of tuition, book fees and related expenses incurred for any job-related or management degree courses provided by any local college or university. ~~provided~~ **Reimbursement is limited to two thousand five hundred dollars (\$2,500.00) annually, contingent upon meeting City policy requirements and upon** the employee obtaining a grade of "B" (3.0) or better.

**Section 2. Required Service/Reimbursement.** Upon receipt of tuition reimbursement from the City, the employee must sign a provision authorizing the City to deduct from his final pay monies due the City if the employee leaves within three (3) years of completing the course for which reimbursement was received. City reimbursement shall be recovered from such employees prorated according to the following schedule and based on the date the employment relationship terminated:

Date of Termination Within

1 year of reimbursement	100%
1 to 2 years	50%
2 to 3 years	33%

**Section 3. Required Training.** Employees required to attend an employment-related seminar will be reimbursed for all costs, including lodging, meals, auto mileage, and registration fees.

### **ARTICLE 31** **P.E.R.S.**

**Section 1.** The City shall pay contributions to the Public Employees Retirement System on behalf of employees in the bargaining unit, utilizing the Salary Reduction Method. The employee's gross annual compensation shall be reduced in an amount equal to the employee's share of the retirement contribution as determined by the Public Employees Retirement System before withholding for state and federal taxes.

### **ARTICLE 32** **AUTOMOBILES**

**Section 1.** The City agrees to reimburse employees for the use of their private automobiles in the performance of any duty assigned by the Department Head which necessitates the use of said private automobile. This reimbursement shall be paid by separate check in the per mile amount

established by City Council for City employees to reflect the latest standard rate as determined by the U.S. Department of the Treasury, Internal Revenue Service

**Section 2.** Employees will not be reimbursed for mileage incurred traveling to or from work or call back duty.

### **ARTICLE 33** **UNIFORMS, EQUIPMENT, AND DRESS**

**Section 1. Uniforms and Maintenance.** The City shall supply uniforms for employees in the Service Department as required by the Service Director or his designee. Employees are required to wear proper City uniforms and work shoes during work hours.

The City will maintain and replace as needed articles of uniform clothing provided that employees shall be responsible for replacing all uniform items that cannot be accounted for and/or lost. Employees will be responsible for maintaining reasonable care of said uniforms. Uniforms are expected to be used for duties and tasks only when employees are on compensated duty for the City. All uniforms will be considered property of the City. The City will provide five (5) ~~City logo tee~~ **work** shirts per year to all personnel required to wear uniforms. Said ~~City logo~~ tee-shirts are not subject to interim City maintenance or replacement.

**Section 2. Safety Footwear.** The City shall reimburse each employee required to wear safety footwear up to a maximum of one hundred ~~forty (\$150.00)~~ **seventy-five (\$175.00)** dollars annually, for steel toe safety work shoes or boots subject to the following conditions:

1. Steel toe safety shoes must be worn when working.
2. Steel toe safety shoes must be approved by the Division Head or Director and meet requirements of American National Standards Institute.
3. The employee must submit the original payment receipt(s) to his Division Head or Director, upon which reimbursement shall be paid within a reasonable time.

The City will replace or repair, if deemed unserviceable upon inspection by the Division Head or Director, due to severe wear or for accidental or catastrophic incidents; provided that employees shall be responsible for replacing all footwear that cannot be accounted for and/or lost. Employees will be responsible for maintaining reasonable care and cleanliness of said footwear. All footwear is expected to be used for duties and tasks only when employees are on compensated duty for the City.

**Section 3. Inclement Weather Gear.** The following inclement weather gear shall be supplied by the City for personnel required to work outdoors as part of their normal duties:

- A. Rain gear and waterproof footwear - issued and replaced as determined by the City.
- B. Insulated outer wear - issued and replaced as determined by the City.

All inclement weather gear, except for contact and designated footwear, will remain the property of the City. Employees will be responsible for maintaining reasonable care and cleanliness of said inclement weather gear. The City will replace or repair said gear, if deemed unserviceable upon inspection by the Divisions Head or Director, due to severe wear or for accidental or catastrophic incidents; provided that employees shall be responsible for replacing all gear that cannot be accounted for and/or lost. All gear is expected to be used for duties and tasks only when Employees are on compensated duty for the City.

**Section 4. Return of Uniforms and Personal Gear upon Termination of Employment.**

Employees must return all articles of clothing and personal gear that was provided by the City and considered City property, at the time the employee leaves employment with the City. If an employee fails to return any item of clothing or personal gear, the replacement cost of any non-returned item(s) shall be deducted from the employee's final pay check. Such City items include:

- A. All City issued uniform items.
- B. All rain gear and waterproof footwear items.
- C. All insulated inclement weather gear items.

**Section 5. Dress Down.** The City will continue its current practice of "dress down" day on Friday. Employees subject to dress down Friday should use professional good judgment for casual attire worn while representing the City. Employees required to wear uniforms while on duty are exempt from this section, unless express written authorization is obtained from the Service Director.

**ARTICLE 34**

**WAGE INCREASE COMPENSATION**

**Section 1. Wage Rates.** The wage schedules for employees are set forth in ~~Exhibits A, B and C Appendix~~ \_\_\_\_\_ which are attached hereto and incorporated herein. ~~Such schedules shall become~~ ***General wage increases shall be as follows:***

<i>For the first year of the Agreement</i>	<i>0% increase</i>
<i>For the second year of the Agreement</i>	<i>0% increase</i>
<i>For the third year of the Agreement</i>	<i>0% increase</i>
<del>Effective April 16, 2007</del>	<del>→ See attached Wage Schedule</del>
<del>Effective April 16, 2008</del>	<del>→ 2.5% increase</del>
<del>Effective April 16, 2009</del>	<del>→ 2.5% increase</del>

~~Employees shall advance from Base Rate to Step 1 automatically, in accordance with Exhibits A, B and C.~~

~~Signing Bonus: Employees formerly in the classification of Working Foreman shall receive a \$1,000 dollar Signing Bonus each year of the Collective Bargaining Agreement.~~

~~Employees formerly in the classification of Equipment Operator II shall receive a \$750.00 dollar Signing Bonus each year of the Collective Bargaining Agreement.~~

**Section 2. Out-of-Classification Pay.** An employee who is permanently and/or temporarily promoted to a higher classification shall be paid at the lowest step in the higher classification, which will result in ~~at least a five percent (5%)~~ a wage increase.

**Section 3. Wage Schedule Administration.** All members of the bargaining unit hired prior to July 1, 2010, shall be grandfathered into the previous wage schedule and shall not be subject to the time based step limitations contained in Appendix C, Wages. Those members shall move through the previous steps of the wage scale until such time as they reach Step 6 of Appendix C, Wages. At that time members hired prior to July 1, 2010, shall transition onto the new scale and receive increases as may be applicable under Appendix C, Wages. For the first year of the Agreement, those members at the Step 6 rate shall remain there and shall receive the negotiated lump sum payment. Thereafter, those members shall receive increases in accordance with Appendix C, Wages. Those members after July 1, 2010, shall receive pay and advance through the applicable classification in accordance with Appendix C, Wages. The parties agree that movement within the step system is only effective to the extent that the parties' agreement is in effect, and that movement between steps shall not occur in any future negotiations after the expiration of the parties' agreement until such time as a new agreement is in effect.

#### **ARTICLE 35 PAYROLL**

The City agrees to continue the practice of paying employees bi-weekly on Fridays.

#### **ARTICLE 36 DISCIPLINE**

**Section 1.** ~~Employees may be disciplined, suspended or discharged only for just and proper cause.~~ The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Demotion.
6. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file

*in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.*

**Section 2. Disciplinary Timelines.** *Except where the Employer determines that an investigation of alleged misconduct is required, Any discipline against an employee ~~must be taken~~ will be issued within fifteen (15) work days of the Employer's knowledge of the action that initiated disciplinary action. This date may be extended by mutual agreement. ~~The date for imposition of discipline may be extended for up to an additional fourteen (14) calendar days upon mutual agreement between the Department Head and/or Mayor and the Union in order to allow the Department Head and/or Mayor to complete his investigation of the incident, subject to the availability of all individuals involved in the incident that warranted the investigation.~~*

**Section 3. Grounds for Discipling.** *Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public and/or co-workers, neglect of duty, absence without leave, substance abuse, violation of City or department work rules, regulations, policies, or procedures, failure of good behavior, violation of Chapter 124 or Rules of the Civil Service Commission, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.*

**Section 4. Representation/Predisciplinary Conference.** An employee shall have the right, upon request, of a local Union steward at any step of the disciplinary process or counseling session for the purpose of resolving any dispute. Whenever the Employer determines that an employee may be suspended, demoted, or discharged for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee. A pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference procedures shall be established by the Employer. The affected employee may request any such pre-disciplinary conference rescheduled in order to permit a representative of Ohio Council 8 to be present. Pursuant to the terms of Article 44, this provision shall not apply to those instances of discipline imposed pursuant to the ODOF Driver Drug/Alcohol Abuse Policy.

**Section 5. Disciplinary Records.** Records of disciplinary action shall have force and effect according to the following schedule, provided there have been no intervening disciplinary actions taken during this same time period:

Verbal Warning or Written Reprimand	<del>12</del> 18 months
Suspensions of <del>any Duration</del> 5 days or less	24 months
Suspensions of 6 days or more	30 months

**Section 6. Disciplinary Notices.** All notices dealing with discipline shall state the type and amount of discipline imposed and all the reasons for the disciplinary actions taken. The employee and Union shall receive a copy of any written disciplinary action at the time of discipline.

**Section 7. Progressive Discipline.** Except in instances of serious or gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.

**Section 7 8. Suspensions/Holidays while on Suspension.** Any suspension shall be for a specific number of consecutive days which the *employee* would regularly be scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for purposes of suspension.

**Section 8 9.** It is understood that a supervisor's directions are to be followed. An employee may grieve any directive he deems to be *in violation* of this Agreement. However, pending final resolution of such grievance, all affected employees shall comply with the directive.

**Section 9 10. Disciplinary Grievances.** ~~It is important that Employee Grievances regarding suspensions and/or discharges be handled promptly; therefore, such disciplinary action may~~ shall be initiated at Step 3 of the Grievance Procedure, *in accordance with the applicable time limitations.*

## **ARTICLE 37 SAFETY AND HEALTH**

**Section 1.** The City shall make reasonable provisions for the safety and health of employees on the City's premises during hours of employment. Employees will be provided with access to adequate first aid equipment. Proper heating, ventilation and sanitary facilities shall be provided and kept in good condition by the City. Unsafe and/or unhealthy conditions that are brought to the attention of the City through established procedures will be corrected as soon as reasonably feasible. The employee(s) accepts the responsibility not to neglect or abuse equipment, tools, or work area, and accepts the responsibility to follow all safety rules and safe working methods as prescribed by the Employer's policies and procedures. All unsafe working conditions must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known.

**Section 2.** The City and the Union agree that alcohol and/or drug abuse are unacceptable and will not be tolerated. Employees must report to work and remain in a fit condition to perform their job duties in the interest of public safety.

The parties to this Agreement recognize that alcoholism and drug dependency are treatable conditions. As such, an Employee Assistance Program is available to assist an employee with alcohol and/or drug related problems. Any employee testing positive for alcohol or controlled substances on the first offense will be referred to the Employee Assistance Program.

An employee may be required to undergo testing for alcohol and/or controlled substances if the non-bargaining supervisor has witnessed conduct constituting that reasonable suspicion exists. If test results are positive, or if the employee refuses testing, the offense will be considered serious and the employee will be subject to disciplinary action under the provisions of Article 35 of this Agreement.

**ARTICLE 38**  
**LABOR/MANAGEMENT COMMITTEE**

**Section 1.** To provide for a means of better communications and understanding amongst the City, its management, and the employees, without the necessary utilization of the contractual grievance arbitration machinery, a labor management committee may be established.

**Section 2.** The City and the employees and/or the Union may, by mutual agreement, convene the labor management committee at a designated time and place which is mutually convenient to both parties. Either the City or the Union may insist upon a meeting of a joint labor management committee no more frequently than once every four (4) months. The party requesting the meeting shall endeavor to provide a minimum of two (2) weeks notice to the other party. The Union and City shall submit an agenda of items to be discussed prior to the meeting.

**Section 3.** The Mayor shall designate up to three (3) representatives to attend a meeting of the joint committee. Likewise, three representatives of the Union shall be present, two of whom must be unit employees. It is understood that either party can request the assistance of a non-employee representative, if it feels that it will assist the meeting. Any employee attending such meeting during regularly scheduled working hours shall suffer no loss in pay.

**Section 4.** At the conclusion of the meeting, minutes thereof will be prepared by the City and provided to the Union within ten (10) days subsequent to the meeting.

**ARTICLE 39**  
**UNION NEGOTIATING COMMITTEE**

**Section 1.** Employee members of the AFSCME negotiating committee shall be permitted reasonable time off during normal scheduled working hours, without loss of pay, for every other meeting with the City related to collective bargaining with the City. The number of employees paid under this provision shall not exceed three (3).

**Section 2.** The Union shall notify the City, in writing, of the members of the AFSCME negotiating committee, and the City shall notify the Union, in writing, of members of the City's negotiating committee.

**ARTICLE 40**  
**BULLETIN BOARD**

**Section 1.** The City agrees to provide a locked, glass-enclosed bulletin board for use by the Union at the City offices. The Human Resources Manager, Union President, and the Union Steward shall have the keys for access to the bulletin board. The bulletin board shall be located at the sole discretion of the Human Resources Manager in an area which is accessible for all employees. The bulletin board shall be identified with the name of the Union and the Union may designate the person or persons responsible for maintenance of same. The Union agrees that this shall be the only area used by the Union or employees for the posting of notices of Union business. Bulletin boards shall be used for posting Union literature and Union information, including:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections; and,
- F. Results of Union elections;
- F. AFSCME Ohio Council 8 correspondence;
- G. AFL-CIO correspondence.

**Section 2.** It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks upon any member of City management or City employees;
- B. Scandalous, scurrilous or derogatory attacks upon the administration; and
- C. Attacks on and/or favorable comments for any candidate for public office

#### **ARTICLE 41**

#### **UNION MEETINGS AND REPRESENTATION**

**Section 1. Union Stewards.** Employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances under the grievance and arbitration procedure of this Agreement shall be known as Stewards. The Union shall designate the shift and area each Steward shall be permitted to represent. ~~Stewards shall be permitted to investigate and process grievances so long as such investigation does not interfere with or interrupt the working time of either the Stewards or any other bargaining unit Employee.~~

**Section 2. Notification of Union Stewards.** The Union will notify the City of the names of Union officers and Stewards. The Union will also notify the City of changes that take place during the term of this Agreement.

**Section 3. Access.** Accredited representatives of the Local Union shall have access to the City's facilities for the purpose of investigating grievances, and meeting with Local Union representatives or City representatives and employees concerning matters covered by the terms of the Agreement. However, before entering the City's facilities, the representatives shall obtain authorization from the City.

**Section 4. Use of Employer's Facilities.** Upon advance approval of the City, the Union may conduct meetings in a City conference room during normal off duty hours.

**Section 5. Grievance Meetings/Union Activity on Work Time.** *A Union Steward shall be permitted to attend grievance meetings if scheduled by the Employer to occur during work time. The investigation, writing, and processing of grievances or any other Union activity not specifically provided for under this Agreement shall not be done on work time without prior approval.* Should it be necessary for a Union representative to leave his work for the purpose of investigating a problem regarding wages, hours of work, or working conditions, he shall arrange with his immediate supervisor for his absence from the job-work area and make arrangements for

his presence in another work area by advising the non-bargaining Supervisor or Department Head. Should the Union representative need to discuss an issue with another employee as part of the investigation, the Union representative will make arrangements with the non-bargaining Supervisor or Department Head and advise them of the approximate time required. Such time away from work will be conducted on a reasonable basis.

~~**Section 6.** Before leaving the job to conduct any Union activity as described herein, all Union representatives shall be required to complete the representative time form and submit the form to their supervisor. Said form shall be furnished by the Employer and made available to the Union. (Appendix A).~~

**Section 7 6. Attendance at Joint Meetings.** If the Steward or Union officer participates in a meeting with the City during the Steward's or Union officer's regular working hours, the Steward or Union officer need not clock out and will receive his regular straight time pay for the time of participation in said meeting. The City agrees that up to two (2) executive board members shall be afforded the opportunity to attend meetings while on duty suffering no loss of pay for attendance at said meetings. Said meetings shall be held no more than once per month *and require the advance approval of the City.* Said meetings are not to exceed two (2) hours in length.

**Section 8 7. Recall for Operational Need.** It is expressly understood by the Union that those employees that are on-duty and at attendance at a Union meeting shall be subject to work assignments by the Department Head during the period of the meeting if necessary in order to maintain City operations.

**Section 9 8.** The City shall provide reasonable space at the City offices for the storage of employees' Union files and equipment which may be kept under lock by the Union. Such files and equipment shall be maintained only in such area designated by the Department Head.

**Section 10 9. New Hire Meetings.** Once a month the Union President may request to meet with all employees hired during the previous month in order to inform newly hired employees of the functions of AFSCME Local 2714. Any such meetings shall be limited to *one-half* (1/2) hour in duration. City facilities shall be made available for these meetings.

## **ARTICLE 42**

### **UNION CONVENTIONS AND CONFERENCES**

**Section 1.** At the request of the Union, one (1) officer from the bargaining unit shall be permitted a leave of absence without pay to attend the International Union convention, an Ohio Council 8 convention, or another designated Union conference. One individual shall not be granted in excess of one (1) full week in any calendar year.

## **ARTICLE 43**

### **PRINTING OF CONTRACTS**

**Section 1.** The City agrees to provide a reasonable number of 8 1/2" by 11" copies of the contract to the Union for distribution to existing and new members.

**ARTICLE 44**  
**MAINTENANCE OF STANDARDS**

**Section 1.** A lunch room facility will be provided by the City for its employees. The lunch room facility will be equipped with a refrigerator, microwave, beverage and food machines, and adequate seating facilities for use by employees.

**ARTICLE 45**  
**DOT DRIVER DRUG/ALCOHOL ABUSE POLICY**

**Statement of Policy.** The City of Green has a responsibility to its employees to provide a safe workplace and responsibility to the public to ensure that their safety and trust in the City of Green are protected. To accomplish that goal, the City of Green cannot condone and will not tolerate the abuse of controlled substances and/or alcohol.

The purpose of this policy and guidelines are to reduce highway accidents that result from driver use of controlled substances and/or alcohol which contribute to fatalities, injuries and property damage.

This article outlines the minimum Federal Safety Standards set by the Department of Transportation (DOT) to detect and deter the use of controlled substances (marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP) and alcohol). It supplements the City's existing drug/alcohol abuse policy.

The City of Green intends to give individuals suffering from chemical dependencies (i.e., drug dependency) and/or alcohol abuse the same consideration it does to individuals having other diseases. In the case of abuse of drugs and/or alcohol, the City of Green will use progressive disciplinary measures. These measures will motivate the employee to seek assistance and will, through its Employee Assistance Program, direct said individuals to the appropriate resources that have been identified in the community. Contractual benefits such as sick leave and the group medical plan are available to aid in the rehabilitation process. If given the nature of the infraction (for example, sale or distribution to other employees or causing a fatality while operation of motor vehicle), or the employee's position is one that requires under law a zero threshold for certain drugs and/or alcohol, the penalty for drugs and/or alcohol abuse may be termination of employment and, in certain cases, other sanctions as provided for under the law.

**ADDITIONAL PROCEDURES**

1. A Union representative shall be allowed to accompany the employee to the collection facility only when the employee specifically requests Union representation. The Union representative shall not be permitted to observe the collection of the sample by the employee.
2. All time spent administering an Alcohol and/or Controlled Substance Test, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including

overtime, if applicable, if the test results are negative. The City of Green shall pay all costs associated with the administration of alcohol and drug tests. Once a positive test is reported, the employee must utilize all available sick leave, vacation time, and other leaves as stipulated by the contract if he is entered into a program of rehabilitation as part of his treatment.

3. The City of Green and the Union (if authorized, in writing, by the employee) shall be given a copy of the Laboratory Report of both specimens before discipline is administered. An employee who tests positive for illegal use of any drug or alcohol as a first offense will be subject to a disciplinary suspension for thirty (30) calendar days without pay, (this discipline is not subject to the provisions of Article 35, Section 4). The employee shall be referred to a counseling or rehabilitation program. Employees who are suspended and return to work must show proof of ongoing cooperation and compliance with the recommendations of the counseling, rehabilitation and after-care program; failure to comply with result in termination. Any repeat offense of positive test results will result in termination.

#### **ARTICLE 46 TOOL PROVISIONS**

**Section 1.** The City shall provide all necessary tools and equipment for employees to perform the duties required of their jobs. The City will replace, without cost to the employee, such tools and equipment which need replacement as a result of reasonable wear, tear and aging.

#### **ARTICLE 47 SUCCESSOR CLAUSE**

**Section 1.** This Agreement shall be binding upon the successors and assignee of the parties hereto.

#### **ARTICLE 48 SAVINGS CLAUSE**

**Section 1.** Should any part of this agreement or any provision contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part of provisions shall not invalidate the remaining portions hereof and they shall remain in force and effect. In the event any provisions herein are so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

#### **ARTICLE 49 ACKNOWLEDGEMENT SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING**

**Section 1. Waiver.** The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject matter appropriate for collective bargaining as defined by Section 4117, etc., of the Ohio Revised Code and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement ~~or which could have been covered in this Agreement, even though such subject matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.~~

***Section 2.*** *This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 3, for the term of this contract. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the union.*

***Section 3. Mid-Term Bargaining.*** *If the Employer is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, and provided that such action involves a mandatory subject of bargaining, then the Employer, prior to making such change, shall inform the Union of said proposed change, negotiate over the effects of the change with the Union. The Employer may unilaterally implement such change after impasse is reached.*

#### **NEW ARTICLE 50** **LICENSURE MAINTENANCE/REPORTING REQUIREMENTS**

***Section 1.*** *The parties agree that certain classifications within the bargaining unit require, as a basic condition for employment, the employee to obtain and maintain a valid motor vehicle operator's license, Commercial Driver's License, or other job-related license.*

***Section 2.*** *The parties agree that the following provisions shall govern instances where an employee fails to maintain the required licensure.*

- A. ***1<sup>st</sup> Offense- Failure to Maintain Licensure With Notice to the Employer.*** *The parties agree that if an employee fails to maintain the necessary licensure, but notifies the Employer prior to the beginning of the workday following the date that the employee knew, or should have known, of his failure/suspension/revocation, then the employee may be demoted to a classification where the job duties do not constantly require the licensure, if a vacancy is available, and assigned duties that do not involve the required licensure, so long as the employer determines such work exists.*

*Should the Employer determine that no vacancy exists or that non-licensure work is no longer available, the employee will be placed on an unpaid leave of absence until such time as the failure/suspension/revocation is remedied or lifted. Within fourteen (14)*

calendar days of the failure/suspension/revocation being remedied or lifted, the employee shall take the necessary actions to reinstate his license, present to the Employer the valid necessary license, and return to duty. An employee that fails to take the necessary steps to reinstate his license and/or return to duty within the fourteen (14) calendar days of the failure/suspension/revocation being remedied, shall be considered to have voluntarily resigned from his position.

- B. 1<sup>st</sup> Offense- Failure to Maintain Licensure Without Notice to the Employer. The parties agree that if an employee fails to maintain a valid necessary license, and fails to notify the Employer of such failure/suspension/revocation as described above, then such failure shall constitute just cause for purposes of termination. The parties agree that it is the employee's obligation to know the status/remain informed of the status of his license at all times. The only issue to be put before an arbitrator, should the Employer's decision to issue discipline be challenged, is whether or not the employee provided notice to the Employer of the failure/suspension/revocation.
- C. 2<sup>nd</sup> Offense- Failure to Maintain Licensure. The parties agree that if an employee fails to maintain a valid necessary license for a second time during the term of his employment, where his classification requires the maintenance of a valid license, the employee shall be subject to discipline, up to and including termination, for failure to remain qualified to perform the duties of his position.

Section 3. Annual License Checks. Each employee shall be required to complete a waiver for the Employer that will allow it to check/verify the status of any job-related licensure annually.

#### ARTICLE 51 DURATION

Section 1. This Agreement is entered into this ~~\_\_\_\_\_~~ day of ~~\_\_\_\_\_~~, 2007 and shall ~~continue in full force and effect until midnight April 15, 2010~~ upon execution and shall expire April 15, 2013.

Section 2. No more than one hundred twenty (120) and no less than ninety (90) days prior to ~~April 15, 2010~~ expiration, either party may give written notice to the other of its desire to reopen and renegotiate this Agreement. Upon giving a timely notice to negotiate, the parties shall meet and negotiate in accordance with the statutory provisions of Section 4117 of the Ohio Revised Code and the negotiating procedure of Article 38 of this Agreement.

**APPENDIX A**  
**UNION BUSINESS FORM**

(DELETE)

**APPENDIX B**  
**SICK LEAVE TIME BANK**

(CURRENT LANGUAGE)

**APPENDIX C  
WAGE SCHEDULE**

**For the Year 1 of the Agreement (April 16, 2010 – April 15, 2011)**

<b>WAGE STEP/SCHEDULE- 1.75% STEPS</b>							
<b>POSITION</b>	<b>ENTRY</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Secretary	\$14.71	\$14.97	\$15.23	\$15.50	\$15.77	\$16.04	\$16.32
Adm. Sec'y	\$16.13	\$16.41	\$16.70	\$16.99	\$17.29	\$17.59	\$17.90
Acct. Clerk	\$15.66	\$15.93	\$16.21	\$16.50	\$16.79	\$17.08	\$17.37
Inc. Tax Auditor	\$18.15	\$18.47	\$18.79	\$19.12	\$19.45	\$19.79	\$20.14
Asst Finance Dir	\$20.53	\$20.89	\$21.25	\$21.63	\$22.01	\$22.39	\$22.78
Code Inspector	\$17.13	\$17.43	\$17.73	\$18.05	\$18.36	\$18.68	\$19.00
Planner	\$20.90	\$21.27	\$21.64	\$22.02	\$22.40	\$22.79	\$23.20
Traffic Cont. Tech	\$19.01	\$19.34	\$19.68	\$20.03	\$20.38	\$20.73	\$21.10
General Mechanic	\$19.01	\$19.34	\$19.68	\$20.03	\$20.38	\$20.73	\$21.10
Eng. Tech	\$20.67	\$21.03	\$21.40	\$21.77	\$22.16	\$22.54	\$22.94
Recreation Assistant	\$12.80	\$13.02	\$13.25	\$13.48	\$13.72	\$13.96	\$14.20
Service Worker I	\$12.79	\$13.01	\$13.24	\$13.47	\$13.71	\$13.95	\$14.19
Service Worker II	\$16.09	\$16.37	\$16.66	\$16.95	\$17.25	\$17.55	\$17.85
Service Worker III	\$19.01	\$19.34	\$19.68	\$20.03	\$20.38	\$20.73	\$21.10

**Effective for Years 2 and 3 of the Agreement (April 16, 2011 – April 15, 2013)**

<b>WAGE STEP/SCHEDULE- 1.75% STEPS</b>									
<b>POSITION</b>	<b>ENTRY</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Secretary	\$14.71	\$14.97	\$15.23	\$15.50	\$15.77	\$16.04	\$16.32	\$16.61	\$16.90
Adm. Sec'y	\$16.13	\$16.41	\$16.70	\$16.99	\$17.29	\$17.59	\$17.90	\$18.21	\$18.53
Acct. Clerk	\$15.66	\$15.93	\$16.21	\$16.50	\$16.79	\$17.08	\$17.37	\$17.68	\$17.99
Inc. Tax Auditor	\$18.15	\$18.47	\$18.79	\$19.12	\$19.45	\$19.79	\$20.14	\$20.49	\$20.85
Asst Finance Dir	\$20.53	\$20.89	\$21.25	\$21.63	\$22.01	\$22.39	\$22.78	\$23.18	\$23.59
Code Inspector	\$17.13	\$17.43	\$17.73	\$18.05	\$18.36	\$18.68	\$19.00	\$19.34	\$19.68
Planner	\$20.90	\$21.27	\$21.64	\$22.02	\$22.40	\$22.79	\$23.20	\$23.60	\$24.01
Traffic Cont. Tech	\$19.01	\$19.34	\$19.68	\$20.03	\$20.38	\$20.73	\$21.10	\$21.46	\$21.84
General Mechanic	\$19.01	\$19.34	\$19.68	\$20.03	\$20.38	\$20.73	\$21.10	\$21.46	\$21.84
Eng. Tech	\$20.67	\$21.03	\$21.40	\$21.77	\$22.16	\$22.54	\$22.94	\$23.34	\$23.75
Recreation Assistant	\$12.80	\$13.02	\$13.25	\$13.48	\$13.72	\$13.96	\$14.20	\$14.45	\$14.71
Service Worker I	\$12.79	\$13.01	\$13.24	\$13.47	\$13.71	\$13.95	\$14.19	\$14.44	\$14.69
Service Worker II	\$16.09	\$16.37	\$16.66	\$16.95	\$17.25	\$17.55	\$17.85	\$18.17	\$18.49
Service Worker III	\$19.01	\$19.34	\$19.68	\$20.03	\$20.38	\$20.73	\$21.10	\$21.46	\$21.84

**Note:** After each successive year of service in the applicable classification, employees shall advance to the next step in the scale for the applicable classification. For employees receiving a promotion or working out of classification, the rate of pay shall be at the applicable step for the classification into which the employee is promoted or is working out of class where there is an increase in compensation. For members who are at step 6 as of April 1, 2010, advancement to step 7 and step 8 shall occur on the Anniversary Date of the Agreement in 2011 & 2012 respectively.

**SIDE LETTER**  
**LUMP SUM COMPENSATION PAYMENTS**

*Section 1. Effective within thirty (30) days of execution in the first year of the contract full-time bargaining unit members will receive the following lump sum payments as compensation:*

*For the first year of the Agreement:           \$600.00*

*Section 2. Effective within thirty (30) days of execution in the first year of the contract part-time bargaining unit members will receive the following lump sum payments as compensation:*

*For the first year of the Agreement:           \$300.00*

*Section 3. Working Foreman. Effective upon ratification, bargaining unit members occupying the former working foreman classification, Michael Kachurchak, Larry Lott, and Roy Witsaman, that was abolished and consolidated during the previous negotiations, shall be placed at Step 6 of the Service Worker III classification and receive that rate. In addition to the compensation provided for under Section 1, individuals covered by this section shall receive a lump sum payment of \$2,250.00 within thirty (30) days of execution of the Agreement.*