AN AGREEMENT

BETWEEN THE

CITY OF HILLIARD, OHIO

AND THE

UNITED STEEL WORKERS OF AMERICA, AFL-CIO

EFFECTIVE DATE: January 1, 2015

ENDING: December 31, 2017

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ARTICLE 1. AGREEMENT

Section 1. Agreement. This Agreement is made between the City of Hilliard, hereinafter referred to as "the City", and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, hereinafter referred to as "USW" or "the Union". This Agreement is intended to formalize the Articles regarding wages, hours, terms and conditions of employment approved by the negotiating committees and their respective approving authorities and/or membership of the City and the Union.

Section 2. Purpose. This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City and the Union.

Section 3. Legal References and Severability. Nothing contained in this Agreement shall alter the authority conferred by the Charter of the City, ordinances and resolutions of the City Council, City Civil Service Commission's Rules and Regulations, applicable State and Federal laws, and the Constitution of the State of Ohio and the United States of America upon any City official or to in any abridge or reduce such authority. Should any part of the Agreement be held invalid by operation of law or by any court of competent jurisdiction or should compliance with or enforcement of any part of this Agreement be restrained by any such court, pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions herein or the application of such portions to persons or circumstances other than those to whom or to which it had been held invalid or has been restrained. In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, or if the parties mutually agree that any provision(s) are invalid by operation of law, the parties to this Agreement shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

Section 4. Sanctity of Agreement. No changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so, which written accord shall contain a list of the matters to be the subject of such negotiations. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties. Except as provided herein, neither party shall attempt to change this Agreement during the life of said Agreement.

Section 5. Enforceability of Agreement. This City asserts and believes that the provisions of this Agreement are not in violation of the City Charter, ordinances or resolutions, and are, therefore, enforceable in a court of law, and that the provisions contained herein do not represent any illegal delegation of authority. If either party brings any legal action in any court regarding or concerning the terms of this Agreement, the other party will not raise as a defense the legal efficacy and enforceability of this Agreement.

ARTICLE 2. RECOGNITION

Section 1. Recognition. The City hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in any and all matters relating to wages, hours and working conditions of all employees in the Bargaining Unit. The bargaining unit shall include the full-time maintenance workers, mechanics and full-time custodial staff excluding all supervisors, professionals, office clericals, confidential and management level employees.

Section 2. Past Benefits. Any past benefit that has been continuous, known and sanctioned by the City but not incorporated in this Agreement shall not be altered until and unless good faith discussions between the City and the Union take place.

ARTICLE 3. MANAGEMENT RIGHTS

To assure that the City continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code and Federal Statutes and to maintain efficient and responsive service for and protection to the citizens of the City of Hilliard, the City retains the right to determine Departmental and City policies and procedures to manage the affairs of each Department and the City in all respects. References to "Departments" refer to the entities within the City employing employees in the bargaining unit covered by this Agreement.

Section 1. Management Rights. Except where otherwise specifically limited by this agreement, the City retains the right and responsibility to:

A. Determine the size and composition of the Departments' work force, the organizational structure of the Departments and the methods by which operations are to be performed by Departmental employees;

B. Manage the Departmental budget, including but not limited to the right, within the provisions of the Ohio Revised Code, to contract or subcontract any work or operations of the Departments;

C. Determine the nature, extent, type, quality and level of services to be provided to the public by the Departments' employees and the manner in which those services will be provided;

D. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials the Departments' employees shall use;

E. Restrict the activity of an employee organization on City time except as set forth in this Agreement;

F. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting employees;

G. Assign work, subcontract work, establish and/or change working hours, schedules and assignments as deemed necessary by the Departments to assure efficient Departmental operations;

H. Direct and supervise employees and establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to the City's employees;

I. Hire, evaluation, promote retain, transfer (permanently or temporarily), assign (Permanently or temporarily) employees, unless otherwise abridged by the Agreement;

J. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for cause;

K. Lay-off employees because of lack of work or funds;

L Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology and organizational structure;

M. Maintain and improve the efficiency and effectiveness of the City's operations;

N. Determine the overall methods, process, means or personnel by which the City's operations are to be conducted;

O. Determine the adequacy of the work force;

P. Determine the overall mission of the City;

Q. Effectively manage the work force; and

R. Take actions to carry out the mission of the City.

Section 2. The rights and powers of the City contained in this Article do not list or limit all such powers and the rights listed together with all other rights, powers, and prerogatives of the City, not specifically limited in this Agreement, remain vested exclusively in the City.

ARTICLE 4. MAINTENANCE OF DUES DEDUCTION

Section 1. Dues Deduction. Members of the Union and/or employees in the bargaining unit who have authorized dues deductions in writing and whose membership or authorization is in effect on or after the effective date of this Collective Agreement cannot withdraw authorization to deduct dues or withdraw their membership authorization card during the term of this Agreement.

It is specifically agreed by the Union and the City that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union hereby agrees it will fully indemnify and hold the City harmless from any claims, actions, charges or proceedings filed by an employee arising from deductions made by the City thereunder or otherwise arising from the City's compliance with this Article. Once the funds from dues deduction are remitted to the Union, the funds disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

New hires will begin paying union dues or a fair share fee thirty (30) days from date of hire.

New hires shall serve a ninety (90) calendar day probationary period. The Union may represent a new hire at a disciplinary hearing after the first thirty (30) days of the probationary period. The Union may not grieve any resulting disciplinary action up to and including termination during the ninety (90) calendar day probationary period.

Section 2. Fair Share Fee.

A. Bargaining Unit members who are not members of the Union, shall as a condition of employment, pay to the Union a fair share fee. The amount of the fair share fee shall be determined by the Union, but shall not exceed dues paid by members of the Union who are in the Bargaining Unit. Such fair share fee shall be certified by the Union to the City prior to the first day of the Contract and at such times during the term of this Contract as necessary to be accurate. Such payment shall be subject to an internal Union rebate procedure meeting all requirements of state and federal law.

B. For the duration of this Contract, such fair share fee shall be automatically deducted by the City from the payroll check for each Bargaining Unit member who is not a member of the Union. The automatic deduction shall be made in the first pay period of each month. The City agrees to furnish to the Financial Secretary of the Local Union once each month, a warrant in the aggregate amount of the fair share fees deducted from that calendar month, together with a listing of the Bargaining Unit members for who said deductions are made.

ARTICLE 5. CHECK-OFF

Section 1. Dues Check-Off. The City agrees to deduct, once a month, dues and assessments in the amount certified to be current by the Financial Secretary of the Local Union from the pay of those employees who individually request in writing that such deductions be made.

The total amount of deductions shall be remitted each month by the City to the International Treasurer of the Union at the address which the Union authorizes for that purpose.

Section 2. PAC Check-Off. The Employer agrees to deduct voluntary contributions to the Steelworkers PAC fund from employees pay in an amount designated by that employee on the form provided by the Union for the purpose of such voluntary check-off. The Employer will be given the signed authorization forms prior to any such deductions being made.

The total amount of deductions shall be remitted monthly to the International Union at the address authorized for that purpose.

ARTICLE 6. DISCRIMINATION

The Parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, disability or religion.

ARTICLE 7. UNION ACTIVITY

There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in, the Union.

ARTICLE 8. NO STRIKE, NO LOCKOUT

Section 1. The City agrees not to cause, permit or engage in any lockout of its employees during the term of the Agreement.

Section 2. The Union agrees that neither it, its agents, employees, any of its members or any employees covered by the Agreement, individually or collectively during the term of this Agreement, shall for any reason engage in picketing, a sit down, a boycott, a stand in, a slow down, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Departments' or City's business, including but not limited to, a sympathy strike, slow down or other interference or interruption with the City's or Departments' business or operations.

Section 3. The City and Union agree that the Grievance Procedure of this Agreement is adequate to provide a fair and final determination of all grievances arising under the terms of this Agreement. It is the desire of the Union and City to avoid strikes and work stoppages and any and all other conduct set forth above in Section 2 of this Article.

Section 4. In the event that any employee or group of employees engages in any of the conduct described above in Section 2 during the term of this Agreement, the City has the exclusive right to discipline (up to and including discharge) any employee who engages or participates in the activities described above in Section 2 of this Article, or induces, encourages, intimidates or threatens another employee or other employees to engage in or participate in such activities.

Section 5. The Union and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above in Section 2 of this Article and, should any such activities occur, the Union, by its officers, agents, and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

ARTICLE 9. GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance is defined as an allegation that there has been a breach, misinterpretation or improper application of any part or term of this Agreement.

Section 2. Qualifications & Representation. A grievance may be filed by a Member(s) or by the Union as exclusive representative to enforce its rights under the Agreement or on behalf of a group of Members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The Union shall not process a grievance on behalf of any Member without the Member's knowledge and consent.

When a grievance is filed and signed by two (2) or more Members or that pertains to suspension, removal or termination, it shall automatically begin at Step Two under Section 4 below. The Union shall designate one (1) Member to serve as Unit Chair and shall designate two (2) members as a Grievance Representative. The names of such representatives shall be furnished to the City.

Section 3. Jurisdiction. This Grievance Procedure does not deny Members the opportunity to appeal to and/or exercise their legal right to appear before any judicial or administrative forum. However, if a Member elects to pursue a remedy under the Grievance Procedure, he is precluded from seeking a remedy under an administrative tribunal or court.

On the other hand, if a Member elects to pursue a judicial or administrative remedy, and such administrative tribunal or court takes jurisdiction, a Member is thereafter precluded from seeking a remedy under the Grievance Procedure.

In that this Grievance Procedure culminates in final and binding arbitration, the City shall have no jurisdiction to receive and determine any appeals relating to matters that are a proper subject under this Grievance Procedure except where otherwise provided by law.

Section 4. Grievance Procedure. The following implementation steps and procedures apply in processing grievances:

A. Step One.

1. A Bargaining Unit Member having an individual grievance first must attempt to resolve it informally with the Member's designated supervisor with whom the grievance originates.
Any attempt at resolution must be initiated by the grievant within seven (7) calendar days following the date the events or circumstances giving rise to the grievance occurred or would reasonably have been known to the grievant.

Any grievance brought to the attention of the supervisor beyond the seven (7) calendar day time limit shall not be considered unless a time extension, as provided for in Section 6, applies. At this Step, there is no requirement that the grievance be submitted or responded to in writing; however, if the supervisor fails to respond within seven (7) calendar days, the grievant may proceed to Step Two.

The Unit Chair or a grievance representative may accompany the grievant, if the grievant requests the representative's attendance. If the grievant is not satisfied with the response from the designated supervisor at this Step, the grievant may pursue the formal Steps, which follow.

B. Step Two.

1. When a grievant determines that the designated supervisor's response in Step One is unsatisfactory, the grievant may then submit the grievance in writing to the Department Head or designee on the Grievance Form agreed upon by the parties. The Grievance Form must be submitted to the Department Head or designee within seven (7) calendar days following the supervisor's response at Step One. Any grievance submitted after the seven (7) calendar day time limit shall not be considered.

2. Within ten (10) calendar days of receipt of the grievance, the Department Head or designee must conduct a meeting with the grievant and provide the grievant with a decision in writing within ten (10) calendar days of the meeting. The Department Head or designee shall date and sign the response, returning one copy of it to the grievant. At the Department Head or designee meeting, the grievant may not call any witnesses. The Department Head or designee shall fully investigate the concerns of the grievant.
If the grievant does not appeal the grievance to Step Three of the Grievance Procedure within ten (10) calendar days after receipt of the decision at this Step, the grievance is considered satisfactorily resolved. The grievant may have the Unit Chair or a grievance representative at this hearing, but the grievant or representative may not call witnesses nor disrupt the meeting in any way.

C. Step Three – City Administration

1. If the grievant is not satisfied with the response in Step Two, the grievant, within ten (10) calendar days following the grievant's receipt of the Step Two response, may appeal the grievance to Step Three by submitting a copy of the Grievance Form, containing the written response at the prior Steps and any other pertinent documents, to the Director of Human Resources or the City's designee for administrative-level appeals under this process.

2. The City shall schedule a meeting to be held within ten (10) calendar days of receipt of the Grievance Form to discuss the grievance with the grievant and appropriate representatives from the Union. The City may be joined in the meeting by the Department Head or other representatives.

3. In the meeting called for at this Step, the grievant or appropriate representative may provide the City a full explanation of the grievance and the material facts relating thereto. The City may also question the grievant in this meeting and shall retain the right to fully investigate all related facts.

4. The City shall respond to the grievant in writing within ten (10) calendar days of the meeting in this Step.

5. Should the grievant not be satisfied with the City's response to his grievance at Step Three, he shall notify the Unit Chair of his desire to proceed to arbitration. The Unit Chair will present the grievant's request for arbitration to the Union. Should the Union determine to proceed to arbitration with grievant, the Union shall so notify the City in writing. This written notification shall be delivered by hand or received by the Mayor within seven (7) calendar days after the grievant's receipt of the City's written response.

Section 5. Time Off for Presenting Grievances. A Member and the Unit Chair and a grievance representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors and such approval shall not be unreasonably withheld.

If approval is withheld, any applicable time limit shall thereby be extended for the period of time necessary to allow the Grievant and/or Unit Chair and the grievance representative time off to attend such meetings. At no time shall attendance at a grievance meeting or related hearing by the grievant, Unit Chair or a grievance representative result in overtime pay.

Section 6. Time Limits. It is the City's and the Union's intention that all time limits in the above Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the parties' designated representatives may mutually agree, at any Step, to a time extension, but any such agreement must be in writing and signed by the parties. In the absence of an extension, the grievant may, at Step One or Two where a response is not forthcoming within the specified time limits, presume the grievance to have been advanced to the next Step in the Procedure on the day following the expiration of the time limit. In the absence of an extension, the grievant may, at Step Three where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the City in full, and the City shall immediately implement the requested remedy. Any step in the Grievance Procedure may be waived by mutual consent. Day for purposes of this section shall mean a calendar day. Any grievance not filed or appealed within the time limits set forth in this section shall be waived and forfeited.

If an office specified for receipt of a grievance, grievance appeal, or grievance response is closed for an entire day, which day is the last day of the time period prescribed for the filing of or response to a grievance or grievance appeal, then a grievance, grievance appeal, or response may be filed on the next day on which such office is open.

Section 7. Representatives in Meetings. In each step of the Grievance Procedure, certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, the parties may mutually agree to the attendance of other representatives.

Section 8. Grievance Forms. The City and the Union shall agree on a Grievance Form. Such form will be supplied by the Union and made available to grievance representatives. Forms will be maintained in a common, agreed upon location.

Section 9. Appeal from City's Disciplinary Decision. As provided herein in Article 10, Arbitration, the Union may appeal a disciplinary decision made by the Mayor directly to arbitration without resorting to the steps in the grievance procedure set forth in Section 4.

Section 10. Non-Discrimination. No Member shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under this procedure.

ARTICLE 10. ARBITRATION

Section 1. Selection of Arbitrator. Within ten (10) calendar days following the receipt of the Union's written notification of the Union's intention to proceed to arbitration, the City and the Union will consult and attempt to select an impartial arbitrator by mutual agreement.

In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the American Arbitration Association, or the Federal Mediation Conciliation Services, to submit a panel of seven (7) arbitrators from which the City and the Union shall select by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives from the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.

Section 2. Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance taking testimony and evidence from both parties unless the parties mutually agree to submit their dispute in written stipulations. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this contract. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him. The arbitrator shall not issue observations or declarations of opinion, which are not directly essential in reaching a decision on the issue(s) in question.

The arbitrator shall not establish any new or different wage rates not negotiated as part of this contract. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline.

The question of arbitrability of a grievance may be raised by either party before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue or reserve ruling on the same; and hear the merits of the grievance before issuing a ruling on this question.

The decision of the arbitrator shall be final and binding upon the Union, the grievant, and the City.

Section 3. Arbitration Costs. The Fees and expenses of the arbitrator will be shared jointly by the parties. Each party will bear its own expenses. The fees of a court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

Section 4. Arbitrator's Award. The arbitrator's decision will be in writing and should be mailed to the Union and the City within thirty (30) days from the date the hearing record is closed, unless mutually agreed otherwise. If post-hearing briefs are to be filed, then the hearing shall be deemed closed on the date set for the submission of the briefs to the arbitrator.

ARTICLE 11. DISCIPLINARY PROCEDURE

Section 1. An employee shall have the right to be represented by the Union, if requested by the employee, at any meeting where the employee faces discipline.

Section 2. No employee who has successfully completed his probationary period shall be disciplined without just cause. The Employer agrees to follow the standard schedule of penalties set forth below relating to minor offenses, as determined by the City. However, the Employer shall have the right to determine the appropriate discipline and may take more severe action against employees for more severe offenses.

The schedule:

(a) Oral warning
(b) Written warning
(c) Suspension
(d) Dismissal

An employee may appeal any disciplinary action through the grievance procedure set forth in this contract, however, a grievance relating to an oral warning or a written warning may not be taken to arbitration or appealed beyond Step 3 of the Grievance Procedure, the appeal to the City Administration.

Section 3. Prior to the administration of disciplinary action constituting a suspension without pay or dismissal, a Pre-Disciplinary Hearing shall be held to give the employee an opportunity to offer an explanation regarding the alleged offense/misconduct on his/her part.
The Pre-Disciplinary Hearing shall take place within a reasonable period of time following the incident in question and shall not be unreasonably delayed by either the City or the Union or employee.

Nothing within this Section shall preclude the City from relieving the employee from duty and placing him or her on Paid Administrative Leave or re-assigning the employee to another paid position, if, in the City's judgment, such action is necessary prior to the administration of disciplinary action constituting a suspension without pay or dismissal. The City's decision regarding whether or not to impose disciplinary action shall be made within a reasonable period of time following the incident in question, or the conclusion of the Pre-Disciplinary Hearing (if applicable).

Section 4. All union members who are required to obtain and maintain the appropriate CDL shall do so and follow all rules as required by law. Members who fail to comply with this Section shall at the sole option of the employer either be terminated or reassigned to another position.

Section 5. The City may perform all necessary drug testing and other requisite inquiries and reporting for those employees required to maintain a CDL per law and Department of Transportation regulations.

ARTICLE 12. LABOR RELATIONS MEETINGS.

Section 1. Informal Discussions.

The City and the Union recognize the benefit of an exchange of ideas and information. For this reason the Department Heads welcome the designated Union representative to meet with them and informally discuss matters of mutual interest and concern to the Union and City. Permission to meet with the Department Heads will not be unreasonably withheld and shall not require addressing the chain of command.

Section 2. Labor Relations Meetings.

In the interest of sound labor/management relations, labor relations meetings may be held when requested by either party, but at least semi-annually and, barring unusual circumstances, not more than quarterly. Such meetings shall be held on a mutually agreeable day and time.
The purpose of such meetings is to discuss any pending issues and/or problems and promote a more harmonious labor/management relationship.

Section 3. Authority.

Labor relations meetings shall not be collective bargaining negotiations. The Labor Relations Committee shall have no authority to collectively bargain for either party or to modify, add to or delete from the provisions of this contract.

Section 4. Members.

The City's Labor Relations Committee shall consist of the designee of the Mayor, the Department Head of the department where the Members report, and not more than three other members of management. For the Union, the Committee shall consist of the Local Union Officers, or any four (4) Union members with the City as may be chosen by the Union. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources that could be helpful.
For the purpose of labor relations with the City, Members on duty will be permitted to attend labor relations meetings in an on-duty status. In no case shall this time result in overtime.

ARTICLE 13. JOB BIDDING PROCEDURE

Section 1. When jobs become open in the Bargaining Unit, said job shall be posted for bid for a period of five working days. The posting shall cite the job requirements, the rate of pay, the hours of work and procedures to apply.

Section 2. Selection of qualified applicants within the same classification to fill the job will be based on seniority, ability to perform the job and discipline record. The appropriate Director or Mayor shall consider these factors and select in an efficient manner. Selection of applicants to fill a job within the bargaining unit of a different classification than the applicant's current classification shall be in accordance with the civil service selection procedures.

Section 3. An employee within the bargaining unit awarded the job by the bid procedure or through the civil service selection procedures, shall have a ninety (90) calendar day qualifying period on the new job.

Section 4. Failure to pass the qualifying period as set forth in writing by the appropriate Director or Mayor, shall cause the employee to revert to his prior job assignment with no loss of seniority.

ARTICLE 14. SUBCONTRACTING

The City, as it may from time to time determine to be desirable, may contract out work, which does not have the direct effect of reducing the number of employees in the bargaining unit.

ARTICLE 15. WORK RULES

The City agrees that, to the extent possible, work rules shall be reduced to writing, and provided to all employees in advance of their enforcement. The City and the Union agree to deal with this concept through the Labor Relations Committee.

ARTICLE 16. SENIORITY

Section 1. The City and the Union recognize the concept of "Continuous Service" seniority. Continuous service shall be from the most recent date of hire.

Section 2. In the case of personnel reduction, the employee(s), within the Job Classification, with the least amount of seniority will be laid off first. Employees(s) shall be recalled in the order of the seniority within their Job Classification.

Section 3. Seniority will be broken when an employee:

A. Is recalled to work by certified mail, addressed to his last recorded address on file with the City and fails to return to work within five (5) working days from the date he is instructed to be at work.
The date he is instructed to be at work may be extended for a period of not more than ten (10) working days, by the City, if the employee has presented a reason acceptable to the City for the failure to report to work as notified and if the employee has made a request for extension to the City before the date he is instructed to report for work.

B. Fails to return to work from a Leave of Absence unless his failure to return to work is for a reason acceptable to the City or a justifiable reason is presented to the City before the original Leave of Absence expires which shall be either a medically documented absence or a death in the employee's immediate family.

C. Absence of more than three (3) consecutive work days without timely reporting off to the City.

D. Is on layoff and is not recalled to work for thirty-six (36) consecutive months. Seniority for employees with the same date of hire will be determined by a flip of a coin. Such determination will be made on the day of the employee's hire.

ARTICLE 17. GENERAL SALARY SECTION

Section 1. Salary Schedule. The salary schedule for the Union members shall be as provided for in Appendix A of this Agreement. Bargaining unit members shall be placed in Step 1 of their classification from their date of hire until they have successfully completed twelve (12) months of service within their classification whereupon they shall advance to Step 2.

Thereafter, after completing twelve (12) months of service within their classification, the member shall advance to the next step until the member has advanced through all six (6) steps. All advancements from step to step shall be effective on the first day of the pay period immediately subsequent to the completion of the required service. (See Appendix A.)

The classification of Maintenance Technician I and Maintenance Technician II will be combined into a "new" single classification as outlined in the Memorandum of Understanding (MOU) in Appendix D of the Agreement and shall be titled Maintenance Technician. The City's management of this combined classification, and the employee positions therein, shall be as provided in Article 3 of this contract.

Section 2. Vacancies. Should a vacancy occur in a classification in the bargaining unit and a bargaining unit member successfully receives a job in a higher paid classification, the member will be placed in the lowest step shown in Appendix A for the higher paid classification that will produce an increase in rate of pay. Thereafter, upon successful completion of 12 months total time in the step of the higher classification, the member shall advance to the next step within that classification, and shall advance a step every 12 months hereafter until the highest step is reached.

Section 3. Assignments to Work Out of Classification. A temporary change of duty assignment is defined as any given situation wherein an employee is required to perform work outside his/her regular job duties above or below his/her normal duties.

Employees shall be selected for both regular and overtime temporary duty assignments based upon their dependability and ability to perform work of the job to which they will be temporarily assigned. Where ability and dependability are relatively equal, then seniority within the job classification shall control.

Employees who are temporarily assigned duties of a classification assigned a lower wage rate shall retain their classification and current rate of pay. Employees who are temporarily assigned duties of a classification assigned a higher wage rate shall be placed in the lowest step shown in Appendix A, for the higher paid classification that will produce an increase in the rate of pay.

In addition, if two maintenance technicians are working without a crew leader on duty, only the technician with the most seniority shall be paid as crew leader at the rate of the lowest crew leader currently assigned by the City, and he shall be responsible for the duties of a crew leader. This provision does not apply simply when there is no crew leader on duty. It only applies if there is no crew leader on duty and no available instructions to direct the technician's work.

ARTICLE 18. UNIFORMS AND EQUIPMENT

Section 1. Uniforms. Employees required by the Department Director to wear prescribed uniforms in the performance of their duties as City employees, shall be furnished such uniforms in accordance with Appendix B. Uniform issues may be a proper subject of a labor relations meeting; however, decisions regarding the type, material, usage or other uniform matters shall be determined by the City.

The City may choose to provide said uniforms from a uniform service or purchase said uniforms. Uniforms that are rendered unserviceable, due to abuse or neglect by the employee, shall be replaced by the employee. Upon termination, employees shall return all uniforms furnished by the City. If not returned, the City may withhold an amount equal to the value of the uniforms from the employee's final pay. Failure to wear the uniform, without sufficient reason, may result in disciplinary action. Appendix B lists the standard issue of uniforms and equipment.

Section 2. Equipment. All equipment shall be maintained by the employee. The equipment shall be replaced by the City when rendered unserviceable due to normal wear and tear. The equipment shall be replaced by the employee when lost or rendered unserviceable due to abuse or neglect. Upon termination, employees shall return all equipment furnished by the City to the City. Failure to properly maintain, replace or return equipment or uniforms shall result in the City withholding an amount equal to the value of the same from the employee's pay or termination payouts.

Mechanics are required to provide their own tools in order to perform the duties of their classification. Mechanics will be provided a total tool allowance of fifteen-hundred ($1,500.00) dollars. The annual tool allowance of five-hundred ($500.00) dollars will be paid each year of the three (3) year agreement during the month of February.

ARTICLE 19. INSURANCE

Section 1. Medical, Prescription Drug, Dental and Vision Insurance.

A. The City agrees to pay the monthly employer contributions to the Steelworkers Health and Welfare Fund (the "Fund") for medical, prescription drug, dental and vision coverage as indicated in paragraph B below.

These benefits shall be as indicated in Appendix C, the "Summary of Preferred Provider Organization Benefits", "Dental Plan Options" and "Optichoice Vision Plan Options" as provided by the Union and the Fund.

As noted by the summary documents themselves, the summaries are not intended as a contract of benefits, but designed as a reference of the benefits available under the Fund's program; some limitations and exclusions may apply to some services. The Fund benefits listed herein are the only benefits that the City will pay for on behalf of the Members; any other City benefits or plans are not available to the Union.

B. The "Steelworkers Health and Welfare Fund" rate renewal letter dated September 19, 2014 is hereby incorporated in Appendix C as a description of the rates for medical, prescription drug, dental and vision coverage for the Members.

C. Members agree to pay monthly employee contributions through wage withholdings for the cost of the member's health plan. From January 1, 2015 through June 22, 2015, members shall pay $130 per month for "Family and Plus One" Coverage and shall pay $65 per month for Individual Coverage, through payroll deduction.

Employees shall pay the following percentages of the monthly premium rate in effect for that year as stated in each year's annual renewal letter for the Steelworkers Health and Welfare Fund; provided however, that the member contribution payment of 10% is waived for the first thirteen pay periods of 2015 (from 12/27/2014 through 6/22/2015). On and after 6/23/2015 through the last pay period of 2015, members shall pay 10% of the monthly premium rate through wage withholding.

Beginning in Year 2016, members shall pay 13% of the monthly premium rate and beginning in Year 2017, members shall pay 15% of the monthly premium rate.

D. If a minimum of 80% participation of all eligible members is not met for all lines of coverage elected at the initial period of enrollment for coverage or at the Fund's annual renewal period(s) of enrollment for coverage, the parties will immediately "re-open" this Article and negotiate the effects of not meeting this participation level.

E. The effective date of coverage for a member shall be the first day of the first full month after the initial date of hire/entrance into the bargaining unit. The termination date of coverage shall be the end of the month of the date of termination of employment or exit from the bargaining unit.

The same termination of coverage date shall apply, consistent with the Participation Agreement, for retirement, layoff, disability or a COBRA qualifying event.

F. The benefit program provided by the Fund herein and the payment terms referenced above shall remain in effect for the term of this Agreement and until a successor Agreement is reached between the parties.

G. The City, the Union and its Members acknowledge the parties have entered into a "Participation Agreement" provided by the Fund.

Section 2. Life Insurance. The City shall provide a minimum of One Hundred Thousand Dollars ($100,000.00) of life insurance for each member. The selection of the insurance carrier shall be by the City. The City shall pay the full cost of coverage.

ARTICLE 20. LEGAL HOLIDAYS

Section 1. Holidays. In addition to any other day declared to be a holiday by the City, all employees covered by this Agreement shall be authorized to observe New Year's Day, President's Day, the Friday preceding Easter (Good Friday), Memorial Day, Labor Day, Independence Day, Veteran's Day, Columbus Day, Thanksgiving Day, and Christmas Day, and shall be entitled to 8 hours "holiday pay" for those days.

Section 2. Personal Days. In addition to the legal holidays set forth above, all employees covered by this Contract shall be authorized to observe three (3) additional holidays, designated as "personal days" effective upon the ratification of this Agreement. The City may purchase one personal day per year per employee at eight (8) hours at the employee's normal rate of pay, if scheduling prohibits the granting of the request. New employees shall receive one personal day for every four months employed.

Section 3. Personal Day Scheduling. The taking of personal days shall be as follows the day after Thanksgiving, the day before or after–Christmas and the third (3rd) day to be with the approval of the Director of Public Service, except that no reasonable request shall be denied.

Preference for those personal days will be based upon seniority with the least senior employee being assigned mandatory personal days if no other employee chooses to take a personal day. An employee who is required to work on an assigned mandatory personal day shall retain his or her personal day for use at his or her pleasure with the approval of the Director or Mayor. The Director or Mayor may prescribe reasonable rules for this administration of personal days except that conflicting requests shall be decided on the basis of "continuous service" seniority based on vacation anniversary date. (See Article 16).

Section 4. Holiday Pay. An employee who is required to work on a legal holiday or personal day shall be compensated at time and one-half (1½) of their regular rate of pay for the time so worked, plus eight (8) hours "holiday pay."

Section 5. Effect Upon Leave. If one of the holidays mentioned above falls during a period when an employee is on approved vacation or sick leave, he shall not be charged vacation or sick leave for that day.

ARTICLE 21. SICK LEAVE

Section 1. Accrual. Each employee covered by this Agreement shall be entitled to accumulate sick leave without limit, at the rate of 4.6 hours per pay period. However, no sick leave shall accrue in any pay period in which the employee is in unpaid status for more than eight (8) hours of regularly scheduled work, unless the employee was on an approved union or training leave where pay is provided by the Union. The accrual will not be available for use until the following pay period. These accrued hours will be credited to the employee's Current Sick Leave Bank.

Credit for verified unused, un-reimbursed sick leave accrued in employment with the State or any other political subdivision of the State shall be credited to an employee's Transferred Sick Leave Bank except that not more than 1¼ days of sick leave per month of employment with such political subdivision, less sick leave taken, shall be credited.

Section 2. Sick Leave Use. Employees may use sick leave at their regular rate of compensation for absence from work due to personal illness, personal injury, personal exposure to contagious disease, necessary medical, optical or dental appointments or illness of the employee or a member of their immediate family or for funeral leave as provided for in Article 24, Section 1, G and H. Immediate family as used herein shall include spouse or minor children residing with the employee.

Sick leave in increments of less than one half hour shall not be requested nor charged.

For new hires or rehires, no sick leave may be granted until the employee has successfully completed their probationary period and accrued forty (40) hours of sick leave.

A. Employees shall first use sick leave accrued and credited to the employee's Current Sick Leave Bank.

B. An employee shall use Transferred Sick Leave Bank hours only after all sick leave accruals from his/her Current Sick Leave Bank have been used.

Section 3. Sick Leave Advancement and Use of Other Leaves. Paid sick leave shall not be advanced to an employee. However, if an employee without sufficient sick leave has been employed by the City for more than three (3) years then he/she may request his/her Department Director approve the use of vacation, compensatory time, personal leave, or be carried on approved unpaid sick leave.

Section 4. Pregnancy. Pregnancy or childbirth related medical conditions may be counted as personal illness.

Section 5. Limitations.

A. In an instance where an employee uses sick leave for more than two consecutive days, the employee's Director or Mayor may require the employee furnish a statement from an attending practitioner verifying the use of sick leave was justified. In cases of suspected abuse, including a pattern of questionable usage as determined by the Director or Mayor, the City may require the employee furnish a statement from an attending physician verifying that the use of sick leave was justified, or may require the employee to present evidence as to the adequacy of the reason for the employee's absence or for that of the employee's immediate family.

B. Accumulated sick leave shall in no event be taken or used as a substitute for vacation leave.

C. An employee who is able to return to work with restrictions on his or her job functions may be placed on "restricted duty." Upon the recommendation of the employee's attending physician the employee may be permitted to perform such "restricted duty", if the employee is able to do so, as determined by an examination of a physician selected by the City and appropriate work is available. Further, if the employee is able to perform restricted duty as determined by a physician selected by the City and with the concurrence of the employee's physician, then the City may require the employee to perform restricted duty if it is available.

An employee shall not be granted more than (90) calendar days of restricted duty in any consecutive twelve (12) month period, and the City may ask for a medical recertification from a physician of its choice every thirty (30) day interval.

D. If an employee is on temporary restricted duty, the employee's name shall be removed from the list for call out or scheduled overtime until the employee returns to full duty. If an employee has permanent workplace restrictions certified by both the employee's physician and a City selected physician, and is able to perform the essential functions of his/her position, the employee's name shall remain on the list for call out or scheduled overtime but the list shall indicate the employee's restrictions and the employee shall be required to turn down any call outs or scheduled overtime requiring any functions the employee is not able to perform.

Section 6. Conversion Upon Termination. Upon death, retirement, or termination of employment not as a direct consequence of disciplinary action, an employee shall be entitled to reimbursement for any unused sick leave at the following rate:

A. The City shall pay fifty percent (50%) of the total accrued hours, but in no event shall this amount exceed five hundred (500) hours.

B. Each employee retiring or terminating employment under the provisions of this Article shall be furnished an affidavit by the Director of Finance stating the amount of non-reimbursed sick leave hours the employee had at the date of retirement or termination.

C. In no event shall an employee receive any pay out for Transferred Sick Leave Bank hours as described in Section 1 above upon separation from employment.

Section 7. Rules and Procedures. The City may prescribe reasonable rules and procedures for the administering of sick leave, except that no such rule or procedure shall conflict with the provisions of this Agreement.

Section 8. Medical Updates. If an employee is sick or injured for an extended period of time, the City may require the employee to furnish medical updates on his condition and prognosis at least every thirty (30) days.

Section 9. Special Conversion. If an employee is killed or dies while on duty, one hundred percent (100%) of his accumulated and unused sick leave shall be paid first to his spouse, or secondly to his estate, at the rate of pay in effect at the time the employee was killed or died while on duty.

Section 10. Annual Buy-Back. In addition to the above, all employees shall have the following options: An employee may at the end of the calendar year elect to receive cash payment for unused sick leave from the Current Sick Leave Bank only, not to exceed a total of eighty (80) hours, at the rate of pay in effect as of December 31st of that calendar year.
An employee electing to participate in the annual Buy-Back program must have a minimum Current Sick Leave Bank balance of one-hundred twenty (120) hours after the pay out of the annual Buy Back provision. Payment made pursuant to this paragraph shall be made in January of the next calendar year.

ARTICLE 22. VACATION LEAVE

Section 1. Vacation Accrual. Employees shall accrue vacation leave, by pay period, at the annual rate set forth in the following schedule, based upon completed years of continuous full-time City employment:

YEARS OF SERVICE	HOURS/YEAR	ACCRUAL RATE/PAY PERIOD
One (1) Year of Service	80 Hours	3.1 Hours
Five (5) Years of Service	120 Hours	4.6 Hours
Ten (10) Years of Service	160 Hours	6.2 Hours
Fifteen (15) Years of Service	200 Hours	7.7 Hours
Twenty (20 Years of Service	240 Hours	9.2 Hours

No vacation shall accrue in any pay period in which such employee is in unpaid status for more than eight (8) hours of regularly scheduled work, unless the employee was on an approved Union or training leave where pay is provided by the Union. No accrual will be available for use until the following pay period.

For new hires or rehires, no vacation leave may be granted until the employee has successfully completed their probationary period and accrued forty (40) hours of vacation.

Section 2. Vacation Use. The time for taking vacation leave shall be subject to the approval of the Director or Mayor. Consistent with efficient operation of the City, the City shall make reasonable attempts to approve vacation requests.

The Director or Mayor may prescribe reasonable rules and procedures for the administration of vacation leave except that conflicting requests for leave shall be decided on the basis of seniority based on vacation anniversary date, and further no rule or procedure shall conflict with the provisions of this Agreement.

A. The Director or Mayor may cancel approved vacation leave in times of emergency or need. The employee shall not be charged for vacation leave on days in which the employee is required to work under these provisions, and if required to work under this provision the employee will be paid at least for eight (8) hours of work regardless if he or she works an eight (8) hour shift. Consistent with overtime and/or holiday provisions, compensation shall be at least one and one-half times the normal rate of pay.

B. Vacation leave in increments of less than one hour shall not be requested nor charged.

Section 3. Conditions. An employee's vacation anniversary date shall be the beginning date of last continuous period of full-time City employment, subject to adjustments as follows:

A. Prior full-time periods of City employment shall be used in computing an employee's vacation anniversary date.

B. Credit for prior governmental service within the State of Ohio, in accordance with Section 9.44 of the Ohio Revised Code as currently existing as of the date of this Agreement, including Ohio Attorney General's opinions, shall be used in computing an employee's vacation anniversary date.

D. Continuous or consecutive service under this section shall not be broken for periods of sick or injury or disciplinary leave.

Section 4. Vacation Limits. Employees may carry a vacation leave balance up to four hundred (400) hours. However, employees who have a vacation balance in excess of four hundred (400) hours as of January 1, 2006 may continue to carry up to that number of hours annually; and provided, further, that if an employee who has in excess of four hundred (400) hours as of January 1, 2006 at any time thereafter reduces his/her balance below that January 1, 2006 level (but still in excess of 400 hours), then that reduced balance shall become the employee's new maximum vacation leave balance.

Section 5. Vacation Pay. An employee who has completed 5 years of service may request pay in lieu of vacation for up to eighty (80) hours of their accumulated balance. These requests shall be submitted in writing to the Director of Finance by December 1st and will be paid between the first and second payrolls of December. This provision is subject to the validity of appropriated funds. Payment for these hours will be at the rate of pay in effect as of December 31st of that calendar year.

Section 6. Pay-off Upon Separation or Death. An employee who is to be separated through retirement, resignation or termination and who has unused vacation leave to his credit shall be paid in a lump sum for unused vacation leave in lieu of granting such employee a vacation leave after his last day of active service with the City, pursuant to the limits established in Section 4 above.

When an employee dies while in paid status, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased. Payment for these hours will be at the rate of pay in effect as of December 31st of that calendar year.

ARTICLE 23. INJURY LEAVE

Injury leave is intended to cover employees, injured on the job, and is separate and distinct from any Workers' Compensation benefits. Injury leave with pay may not exceed three (3) months in any continuous twelve (12) month period for any and all injury(s). In exceptional circumstances, the Mayor may extend injury leave without pay for an additional three (3) months; however the decision to extend or not extend such leave is in the Mayor's sole discretion.

An injury leave report is required to be timely made by the employee to qualify for injury leave. Injury(s) must be reported to the employee's immediate supervisor within three (3) calendar days of the date of the injury, including the cause, circumstances and description of the injury. Receipt of this report shall be acknowledged and signed by the employee's immediate supervisor, and immediately forwarded to the Department Director who shall submit the report to the Human Resources Director. Reasonable rules and forms may be developed by the City to further regulate the reporting of injuries.

Employees must receive authorization from a physician that an injury occurred, that leave from work is needed and the approximate duration of the leave. Injury leave shall be granted only for injuries determined by the employee's physician as being caused by the actual performance of the duties of the employee's position. The Human Resources Director shall correspond with the employee's physician if assistance is needed to make this determination.

Upon receipt of this authorization from the employee's physician, the City may seek a second opinion from the physician chosen by the City as to any of the elements of the authorization set forth by the employee's physician. The City will present the second opinion to the employee. If the employee does not agree with the second opinion, the City and employee will select a third physician to give a third and binding opinion as the elements of the authorization at issue.

If, upon reviewing the injury leave report and the initial medical authorization from the employee's physician, the Human Resources Director feels that the injury is such that the employee is capable of performing his or her regular duties, or restricted duties, during the period of convalescence, the Human Resources Director may deny injury leave with pay and ask the employee to return to work or restricted duty work, if applicable. If the employee disagrees with this determination, this issue may be presented to second and third opinion physicians under the process detailed above.

Whenever an employee is required to stop working because of an injury or other service connected disability where injury leave is granted, the employee shall be paid for the remaining hours of that day or shift at the employee's regular rate and such time shall not be charged to leave of any kind.

Injured employees required to seek medical attention shall continue to be carried in paid status until such time as they are released from the medical facility and return to the City or are released from duty, or until they are admitted into the hospital as an inpatient. Such pay status is to be compensated at the same rates and manner as if the employee were actually present for work.

No employee on injury leave shall be returned to work without the approval of the Human Resources Director.

Injury leave payments will not be made to an employee who is out on leave and is working for another employer under the following circumstances:

- During the employee's assigned shift with the City.
- Where the other work involves or requires performance of the same or similar duties as those regularly performed as an employee with the City.

Pending approval or denial of injury leave by the Human Resources Director, an injured employee may be carried on sick leave or other paid leave at the employee's option. Such paid leave shall be restored to the employee's credit upon injury leave approval.
If the employee has no sick leave or other paid leave, the employee shall be carried on approved leave without pay pending the Human Resources Director's determination.

Time off for the purpose of medical examinations or treatments resulting from an injury on the job shall be charged to injury leave. A maximum of one half day of work off will be allowed per scheduled physician appointment or treatment. Employees are required to immediately return to work after such appointment, regardless of the duration of such appointment.

ARTICLE 24. OTHER LEAVES

Section 1.

A. Military Leave. An employee who as a member of the Ohio National Guard or as a reserve member of the Armed Forces of the United States, is called upon to receive military training or who is called to active duty, shall be entitled to a leave of absence with pay for a period or periods not to exceed twenty-two (22) eight (8) hour work days or 176 hours in any consecutive twelve (12) month period. An employee qualifying for paid military leave who is called or ordered to the uniformed services for longer than the above period shall be paid for the remaining time beyond the first twenty-two (22) eight (8) hour work days or 176 hours at his or her regular compensation rate less whatever compensation the employee may receive for such military service. If the employee's military compensation exceeds the compensation the employee is otherwise entitled to from the City, the employee will not be entitled to any additional compensation from the City.

B. Jury Duty Leave. Employees summoned to serve upon a jury in a court of law shall be paid his/her regular salary for the period of time required to serve on the jury. In addition, employees shall be permitted to retain any stipend paid to them by the Court to compensate for additional expense incurred as a result of such jury duty.

Time so served upon a jury shall be deemed active service with the City for all purposes. The employee is required to obtain a signed record from the courts to document the time spent on jury duty.

1. When an employee receives a summons for jury duty, he or she shall present such summons to his or her Department Director. A copy will be made of the summons, filed, and recorded in the employee's personnel file.

2. When notified by the court to report to jury duty on a day certain, a time report shall be completed and signed by the assignment commissioner or appropriate court official for each day during jury service setting forth the time of arrival and departure from the court. Upon return to work, the employee shall present this report to his/her Supervisor.

3. When an employee's jury duty does not require more than two hours of his or her absence from work he or she shall report to work. Alternatively, if the employee does not want to return to work he or she may take the remainder of his or her shift off and use vacation or comp. time, with the approval of his/her Department Director.

C. Examination Leave. Time off with pay shall be allowed each employee covered by this Agreement for participating in City civil service examinations or taking a required examination pertinent to their City employment before a State or Federal Licensing Board.

D. Special Leave. In addition to other leaves authorized in this Agreement, the Mayor may authorize special leaves of absence with or without pay, which exercise of discretion by the Director is not subject to a grievance.

E. Court Leave. Time off with pay shall be allowed employees who are required to attend any court of record as a witness for the City.

F. Absence Without Leave. All unreported absences shall be considered as absence without leave and loss in pay shall automatically be made for the period of absence. Such unreported leave may also be made the grounds for corrective action, including dismissal or suspension.

G. Funeral Leave for Death of Parents, Spouse, Children or Grandchildren. Leave with pay due to death of parents (including spouse's parents), spouse, children, or grandchildren shall be allowed and limited to a maximum of three (3) working days within the State of Ohio and five (5) working days outside of the State. Additional days may be taken, subject to the approval of the Director, and charged to either sick leave, vacation leave or non-compensated time off.

H. Funeral Leave for Death of Other Relatives. Leave with pay due to death of grandparents, grandparents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, or a legal guardian or the person who stands in the place of a parent shall be limited to a maximum of one (1) working day within the State of Ohio, and two (2) working days outside of the State. Additional days may be taken, subject to the approval of the Director, and charged to sick leave, vacation leave or non-compensated time off.

I. Negotiating Committee. On days where collective bargaining negotiations between the Union and the City actually take place, not more than five (5) duly elected representatives from the bargaining unit will be released from their regular job functions to attend such negotiation sessions, provided however, that such attendance does not take any shift below minimum staffing levels (as determined by the City) or create any overtime obligation to the City.

The Union will notify the City of the names of the representatives who will be serving on the negotiation team prior to the first negotiation meeting.

The Union negotiation team, as reported by the Union to the City, shall receive forty (40) hours of release time with pay of total release time hours to be allocated amongst the team, per every contract term (once every three (3) years), to use as the team so determines to attend private work sessions of the Union negotiation team, beginning no earlier than three (3) months prior to the expiration of the existing Agreement.

No overtime obligation shall be incurred by the City as a result of any bargaining unit member attending work sessions or any other sessions related to negotiations.

J. Bargaining Unit Leadership Training. The team of bargaining unit leaders consisting of Unit Griever (which may not be any more than three (3) members total) and the Unit Chairperson shall receive ten (10) days of release time without pay per year of total release time hours to be allocated amongst the team as the team so determines to attend special leadership training sponsored by the Union. This leave is unpaid, however a team member's accruals of sick and vacation hours will continue while on bargaining unit leadership leave status, with no loss in seniority. The Unit Grievers and Unit Chairperson shall give their supervisors reasonable advance notice when attending such training.

ARTICLE 25. PREMIUM AND OVERTIME PAY.

Section 1. Premium and Overtime Pay.

Each employee covered by this Agreement shall be entitled to premium pay and overtime pay as follows:

A. Premium pay shall be paid to an employee who is required to actually work more than five (5) consecutive days between scheduled days off. All hours worked on the sixth (6th) consecutive day worked shall be compensated at time and one-half (1½) the regular hourly rate of pay. All hours worked on the seventh (7th) consecutive day shall be compensated at two (2) times the regular rate of pay. The eighth and other consecutive days worked shall be compensated at the regular rate of pay.

B. Whenever an employee is required to work on a scheduled day off, the employee shall be compensated at one and one-half (1½) times his regular salary on the first scheduled day off. Work performed on his second scheduled day off shall be compensated at two (2) times the regular hourly rate of pay for that employee.

C. All hours worked between the end of an employee's normal shift and the normal beginning of his or her next shift shall be compensated at the rate of one and one-half (1½) times his or her hourly rate within his or her normal scheduled work week. This shall apply to all employees within the Union regardless of the specific work week, be it the predominant Monday through Friday schedule or another regular schedule.

D. **SHOW-UP-TIME**

Whenever an employee is required to report for overtime work, including necessary court appearances, the employee shall be compensated at least three (3) hours "show-up-time." Such "show-up-time" is to be paid consistent with the provisions provided for in this Article. In order to receive the minimum "show-up-time" compensation, the employee must be in actual work status. Work status shall terminate upon the employee completing the work that he/she was called in to perform.

E. In computing overtime, as set forth in B and C above, all shall consist of hours worked and hours in paid status. Hours of actual work and hours in paid status including vacation, sick leave and injury leave shall be counted as hours of work.

F. A non-bargaining unit employee shall not do bargaining unit member work on overtime. Nothing herein shall prohibit non-bargaining unit employees from providing temporary or emergency assistance.

G. **COMPENSATORY TIME**

The decision on whether compensatory time shall be extended to an employee shall be the sole discretion of the Mayor or his designee. The decision to allow or disallow compensatory time may be changed by the Mayor, at his sole discretion, by giving thirty (30) days written notice. The City may prescribe reasonable rules and procedures for administering the compensatory time provision.

Compensatory time shall be earned or granted to employees, at the election of the employee, in lieu of payment for overtime worked, and shall be earned at a rate consistent with this Article. An employee may accrue a cumulative total of eighty (80) hours per year of compensatory time. Compensatory time is to be taken in a minimum of ½ hour increments. An employee may elect to receive payment for unused compensatory time at the end of the calendar year or carry-over not more than sixty (60) compensatory time hours into the next calendar year. The sixty (60) carry-over compensatory time hours shall not be part of the cumulative total of eighty (80) hours per year.

Requests for the use of compensatory time for three (3) consecutive workdays or greater, shall be made in writing and should be submitted at least one (1) week before the start of such proposed leave. Compensatory time shall be subject to the staffing requirements of the City, but shall not be unreasonably denied.

Section 2. Assignments for Overtime and Special Skills Overtime. Overtime shall be the assignment of work outside of the member's workweek either scheduled, unscheduled or an unplanned event that requires a quick response. Special skills overtime shall be the assignment of work requiring special expertise as determined by the department.

On January 1 of each calendar year, an overtime seniority list will be established based upon the length of continuous service from the most recent date of hire as a full-time City employee. This list will be continuously updated as appropriate throughout the calendar year.

The department may maintain a separate special skills overtime seniority list for work requiring special expertise and may limit that list to employees having that expertise.

Due to the nature of the job, overtime is at times a necessary requisite. Therefore, each member will maintain a cellular telephone for the purpose of responding to overtime call outs. Each member will provide to the City one (1) telephone number where the member may be reached for this purpose. For call outs, the City representative shall contact the member by calling the number provided.

Overtime call outs shall be made to the first person on the respective list on the basis of seniority. As many persons as are necessary to perform the work shall be called in the order as they appear on the respective list. The least senior person or persons shall be assigned mandatory overtime if no other employee(s) accept the assignment.

The City need only work through the overtime list(s) with a call to the "overtime number" provided by the member once before assigning the overtime on a mandatory basis. For mandatory overtime calls City representatives are to inform members of the reason or nature of the mandatory status either by phone or by voice mail. Members are expected to respond to mandatory calls with a return call to the number provided by the City representative. Failure to continuously respond to mandatory overtime may lead to discipline.

Nothing in this Article shall prevent the City from assigning overtime to any employee for the continuation of work the employee is assigned to and working on in order to complete the assigned work which may include, but is not limited to, snow plowing, leaf vacuuming and brush removal. The City may also schedule part-time or seasonal employees to perform work so long as those employees do not receive premium pay for the work. The City may also assign any employee overtime when that employee is readily available for work after the normal quitting time and other employees have gone but shall not use this flexibility to regularly deprive employees of overtime based upon seniority.

Nothing in this policy exempts members from their responsibility to respond to any overtime call for service when needed in an emergency.

Any bargaining unit member who is eligible for overtime based upon their position on the call-out seniority list who is passed over shall be compensated per Article 25. Section 1. for all hours worked by the less senior member.

A copy of the call-out response sheet will be provided to the Unit Chair within three (3) working days of the call-out.

ARTICLE 26. SERVICE CREDIT

Section 1. Service Credit. At the end of the first pay period following the first of December of each year, each employee covered by this Agreement who has been employed by the City for over five (5) consecutive years shall be entitled to a service credit payment for each year in excess of the five years he/she has so served.

For the purpose of computing length of employment, the January 1 of the year in which an employee is eligible for the first time for advancement in grade shall be deemed to be the completion of one year of employment.

A. From January 1, 2015 through December 31st, 2016, the annual service credit for members who have in excess of five (5) consecutive years of service shall be Eight Hundred Dollars ($800.00), in addition to Ninety Dollars ($90.00) for each year of service over five (5) years to a maximum of Two Thousand Sixty Dollars ($2,060.00).

   Effective January 1, 2017, the annual service credit for members who have in excess of five (5) consecutive years of service shall be One Thousand Dollars ($1,000.00) in addition to One Hundred Dollars ($100.00) for each year of service over five (5) years to a maximum of Two Thousand Four Hundred Dollars ($2,400).

B. If a member resigns, is laid off or otherwise separates from employment for any reason before December 1, the member shall receive annual service credit bonus pro-rated for months of service during the calendar year in which the separation from service occurs.

ARTICLE 27. PENSION PICK-UP

Section 1. Pension Pick-up. Effective April 1, 2012, each Member shall pay the employee's required contribution to the Public Employee Retirement System of Ohio. Such payment shall be made by the City as a pick-up on behalf of the employee and in lieu of direct payment by the employee. The provisions of this Article shall apply uniformly to all members of the Bargaining Unit. The City shall, in reporting and making remittance to the Public Employee Retirement System of Ohio report that the employee's contribution has been made as provided by statute.

The amount of the employee contribution that is picked-up by the City under the terms of this Section shall not be included in the Member's total earned compensation for the purpose of State and Federal tax. It is recognized, however, that should the rules of the Internal Revenue Service or the state retirement fund change to prohibit this pension pick-up or make such pick-up taxable to employees, then Members shall be paid in cash for all amounts that otherwise would have been paid on their behalf to the retirement fund under this Section.

ARTICLE 28. UTILIZATION OF CITY RECREATION FACILITIES

Section 1. Bargaining Unit members and members of their immediate families living within the member's household shall be entitled to utilize any and all facilities operated by the City's Department of Recreation and Parks. This shall not include rental fees for facilities.

ARTICLE 29. ATTENDANCE AND HOURS OF WORK

Section 1. Attendance and Hours of Work.

A. The workweek shall normally consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) consecutive days off. The salary wage ranges prescribed in the pay plan for the respective classifications are based on an average workweek of forty (40) hours in a work year of 2,080 hours.

B. Members shall be provided two 15-minute breaks each workday. Such break periods should never interfere with the proper performance of work responsibilities of the department. These breaks will be considered as part of the employee's work time. Breaks may normally be taken at the work site but any travel time to and from the work site is part of the 15-minute break period. Breaks shall not be part of or connected to starting time or ending time, without prior approval of the Department Head or designee. Break time is not cumulative and shall be scheduled by the supervisor.

C. Members shall be provided a 30-minute un-paid lunch break "off the clock."

Section 2. Reporting Off Work and Tardiness.

A. Tardiness and absence usually means reassignment of duties and additional work for others. It is essential to make the best effort to be present and punctual each day. It is the policy of the City not to penalize employees with pay deductions for occasional minimal tardiness when the tardiness is due to genuine emergencies or factors beyond their control. However, regular or excessive absenteeism or tardiness, and absenteeism or tardiness without proper notification and/or excuse will result in documentation in the employee's personnel file, with appropriate disciplinary action to follow.

B Through the implementation of work rules, the City will from time to time establish rules and procedures to set forth the expectations and responsibilities for reporting off work and attendance and tardiness.

ARTICLE 30. TUITION REIMBURSEMENT

Section 1. Each employee who has one (1) year of continuous City service shall be eligible for a reimbursement of tuition in courses of instruction voluntarily undertaken by him or her. The tuition reimbursement program shall be subject to the following conditions:

(a) All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Director of Human Resources or his or her designee. All courses must be pre-approved by the Director of Human Resources, who shall consult with the employee's Department Head in rendering his decision.

There must be a direct correlation between the employee's duties and responsibilities, or the duties and responsibilities of a position within the bargaining unit, and the courses taken. No correspondence or internet courses will be eligible for reimbursement. All scheduled times of courses must be approved by the Director of Human Resources. Any situation which, in the discretion of the Director of Human Resources, would require an employee's presence on the job shall take complete precedence over any time schedule for courses.

(b) Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the employee is eligible for under this Section. If an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to payment from the City.

(c) Reimbursement for tuition shall be made when the employee satisfactorily completes a course with a grade of C- or better (or pass in a "pass/fail" course) and presents an official certificate or its equivalent and a receipt of payment or copy of the paid bill from the institution confirming completion of the approved course to the Director of Human Resources. Reimbursement shall be made within sixty (60) days of the date the employees complies with the provisions of this Section.

(d) Reimbursement shall be granted up to a maximum of fifteen hundred dollars ($1500.00) per calendar year and shall be for reimbursement of tuition costs only. Reimbursement shall not be granted for books and/or supplies necessary for successful completion of the course.

(e) Any employee participating in the tuition reimbursement program or in the pursuit of a degree program shall be required to stay with the City for the two (2) years following completion of the course work. If the employee leaves before this period, the employee hereby consents to a withholding of any terminal payments due and agrees to reimburse the City for its payments.

(f) The Director of Human Resources is responsible for establishing rules, devising forms, and keeping records for the program.

ARTICLE 31. SUBSTANCE ABUSE AND TESTING

Section 1. Purpose.

The City and the Union recognize that the ability of a Member to properly perform his or her duties depends, in part, on a workplace that is free of substance abuse.

The City and the Union shall work to promote such a workplace and to provide Members who may be drug or alcohol dependent with an opportunity for treatment and to remain productive Members of their respective department. It is the purpose of this article to provide a method for responding to the risks presented by the possible presence of substance abuse in the workplace by:

Dealing with incidents of substance abuse that present a reasonable likelihood of significant risk to Members, the general public, or other employees of the City;

Providing assistance to Members with drug or alcohol dependency problems;

Providing for the necessary corrective actions or discipline;

Providing a "two strike policy" in an effort to focus upon the rehabilitation goals of this substance abuse Article. This policy shall provide Members with the opportunity to enter and complete a rehabilitation program consistent with all sections of this Article.
Positive tests for illegal substances, abuse of illegal substances or the misuse of alcohol shall be considered a "strike" whenever such tests result from random testing, reasonable suspicion testing or a failure of a Member to cooperate with a voluntary referral;

Nothing in this Contract shall limit the right of the City to conduct any substance abuse tests it may deem appropriate for persons seeking employment prior to their date of hire.

Nothing in this Contract shall limit the right of the City to conduct testing of Members whose job duties require that said Members have a Commercial Drivers' License ("CDL"), so long as said testing is in conformance with the State of Ohio's requirements for the Member to maintain a CDL. The parties agree that the Members subject to CDL substance testing shall not in any way be exempted from any of the other provisions of this Article.

Through this policy, the City strives to meet the requirements of the federal Department of Transportation's regulations, the Drug-Free Workplace Act and the Ohio Bureau of Worker's Compensation's substance programs.

Section 2. Responsibility. Although it is the responsibility of every Member to be alert to potential incidents of substance abuse in the workplace, it is the primary responsibility of supervisors to initially respond to such incidents. Supervisors shall take such action, not inconsistent with this article, as they deem appropriate to eliminate immediate risks associated with any incident of potential substance abuse.

Section 3. Definitions.

The following definitions shall govern this article:

"Under the Influence" means that the Member is using illegal drugs or misusing alcohol or legally prescribed drugs or the combination of any illegal drug and alcohol.

"Legal Drug" means prescribed drugs or over-the-counter drugs, which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.

"Illegal Drug" means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained; and prescribed drugs not being used for prescribed purposes.

"Reasonable Belief" is an articulated belief that a Member is using illegal drugs or misusing alcohol. This belief must be drawn from specific and particularized objective behavior and conduct exhibited by the Member and reasonable inferences therefrom. Reasonable belief may be based upon a Member's slurred speech, odor, disorientation, abnormal appearance, conduct or behavior, or other observable cause.

"Supervisor" means a management level employee.

Section 4. Prohibited Conduct. For purposes of this Article, a Member shall not, while performing his or her duties for the City, or while in a City facility or vehicle, or at any time while in uniform or wearing apparel that identifies the Member as an employee of the City:

Report to duty, remain on duty, or perform his/her duties under the influence of alcohol;

Report to duty, remain on duty, or perform his/her duties while being under the influence of any illegal drug, or while using any legal drug be impaired;

Unlawfully use, sell, purchase, transfer or possess alcohol or an illegal drug;

Fail to report immediately to their supervisor any duty-related restrictions imposed as a result of prescription or over-the-counter medications;
Consume or possess alcohol at any time while on duty or anywhere on City premises.

Section 5. Reasonable Belief Testing.

A Member shall be tested for alcohol or illegal drug use where a supervisor has reasonable belief that the Member has violated any provision of Section 4, Prohibited Conduct, above.
Such testing may also occur where a supervisor has such reasonable belief arising out of a work-related accident.

Where a Member has been ordered to undergo reasonable belief testing, he or she shall be placed on paid administrative leave pending receipt of the test results. If the test results are negative, the Member shall be returned to assigned duties.

A Member's refusal or failure, when ordered, to timely submit to testing permitted under this article may subject a Member to discipline, including discharge. By taking a test, a Member does not waive any objection or challenge he or she may possess.

Within forty-eight (48) hours after the time the Member is ordered to submit to a test, the City shall provide the Member with a written notice setting forth the information and observations that form the basis of the order.

Upon determining that a Member must submit to a reasonable belief test for alcohol or drug usage, the supervisor shall give the Member the opportunity, prior to the test, to request the presence of, or to seek the advice from a Union representative. The Member and the Union representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor. The supervisor shall then determine, after considering all of the circumstances, whether the test shall be administered.
If the supervisor determines that a test shall be given, testing shall be made immediately after discussion with the Member and the Union representative, if available, but no more than one hundred and twenty (120) minutes after the reasonable belief determination has been made, whichever is sooner. The City may transport the Member to the collection agency. The Union representative, if available, may accompany the Member to and be present with the Member at the collection agency. Should a Union representative not be readily available and the supervisor believes time is critical in determining whether the Member is impaired, the supervisor may direct the Member to submit to testing immediately.

A Member who is subject to testing shall be placed on paid administrative leave pending completion of the testing process.

The fact that a Member may have been taking a legal drug shall not preclude the administration of a drug test if the supervisor has reasonable belief to believe that the member's satisfactory work performance has been adversely affected by the presence of such a legal drug; provided, however, that the ultimate disposition of the matter shall take such fact into consideration.

Section 6. Random Testing.

Members with CDLs, as well as any additional Members who work in "safety sensitive" functions, shall be subject to random drug and alcohol testing. The annual number of random tests performed for these Members shall total no less than 25% of the total number of those eligible, or a higher percentage to the extent Federal or state law requires that the City test a higher percentage.

Testing will be done on a quarterly basis by an independent lab contracted by the City. The City will be responsible for providing the lab with a roster of CDL and "safety-sensitive" employees on a quarterly basis prior to testing. The random testing selection method will be scientifically valid, for example a random number table or a computer based random number generation matched by Social Security number, payroll I.D. number, or other comparable identifying numbers.

Members notified of their selection for random testing shall proceed immediately to the designated collection agency. Members who are on leave, vacation or already absent from work at the time of their selection will be excused, but remain in all future testing pools.

Any refusal when ordered to promptly submit to random testing shall subject the Member to disciplinary action up to and including discharge.

Section 7. Collection Agency/Laboratory.

The testing agency performing under this Article shall be certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Program."

The City and the testing agency shall have a clear and well-documented procedure for collection, shipment, and assessment of testing samples, which procedure shall be provided in writing to the Member subject to testing and, upon request, to the Union representative.

For drug testing, the City, and the testing agency shall follow the procedures set forth in 49 CFR Part 40, including an evidentiary chain of custody and control and split sample collection and testing. The testing agency is responsible for maintaining the integrity of any specimen collection and transfer. Alcohol breath testing shall be conducted at the collection agency and shall be conducted by a technician trained in such testing. Appropriate records of such testing shall be maintained by the collection agency for review by the Member and/or Union representative. The breath-testing device shall meet standards commonly used.

The City shall pay all costs associated with testing, except that any cost for testing of a split sample is the responsibility of the Member.

The City and the Union agree to follow the most current procedures for drug testing under 49 CFR Part 40. This Article does not need to be altered or amended if 49 CFR Part 40 is amended.

Section 8. Testing Procedure.

For alcohol testing, the Member shall be first given a breath test followed by a confirmatory urine test only where the breath test reveals an initial positive alcohol level of .02 grams per 210 L. of breath or greater. If the initial breath test results are below this level, testing shall be discontinued; if confirmatory urine test results are below a level equivalent to .02 grams to 210 L. of breath, the confirmatory test shall be considered negative.

The breath test shall be performed at the collection agency. A supervisor may be present during the breath test at the City's option; the Member may also have a Union representative or co-worker present during the breath test.

The breath test may only be performed by a certified operator. If the results of the confirmatory urine test results are equal to a level equivalent to .02 to .039 grams per 210 L. of breath, the member will be immediately removed from all safety-sensitive functions for a period of 24 hours – but no disciplinary action shall be taken.

If the results of the confirmatory urine test results are equal to or greater than a level equivalent to .04 grams per 210 L. of breath, the member will be immediately removed from all safety-sensitive functions until further notice as well as have rehabilitative or disciplinary action taken.

For testing, when urine samples are required, they shall be provided by the Member without any alteration. Such alteration without authorized medical documentation will result in a positive test.

Individual privacy shall be afforded to a Member in the collection of urine samples, provided that the collection agency may impose stringent specimen alteration and/or substitution procedures.

With regard to drug testing, where the Member provides a sufficient urine sample at the time of the original sample collection, this sample shall be split and placed in two (2) separate containers at the collection agency. In the presence of the Member at the testing site, and without ever leaving his or her sight, each urine sample taken shall be placed in two sterile screw-capped, self-sealed, tamper-resistant urine collection containers, which shall be each sealed and labeled and then initialed by the Member.

The samples shall be sent, by the most expedient means available, to the testing laboratory as soon as practicable on the date of the test. The sample within the second container shall be stored at the test collection agency or certified laboratory.

The laboratory shall commence testing of the sample within the first container only if the sample is received in an undamaged condition, properly sealed and labeled, and properly initialed by the Member. The certified laboratory shall first conduct an initial screening of this sample. If the test results from the screening are negative the respective Department Head or the Director of Human Resources will be so advised and the testing procedure will be concluded. If illegal drugs or alcohol are found in the sample as a result of the screening, then that sample shall be submitted for confirmatory testing.

The initial screening shall be accomplished by means of Thin Layer Chromatography (TLC) or equally reliable testing methods, and the confirmatory test shall be accomplished by means of Gas Chromatography/Mass Spectrometry (GS/MS).

If the test results from the confirmatory test are negative, the City will be so advised and the testing procedure will be concluded. If, as a result of the initial screening and confirmatory test, the test result is positive, the Member will be contacted directly by a Medical Review Officer (M.R.O.) who has been assigned by the testing agency.

The Member will be given the opportunity to explain to the M.R.O. any possible reasons for a positive test result. Should the Member offer an explanation that in the judgment of the M.R.O. sufficiently explains the positive test result, the M.R.O. will consider the results as negative and the City will be so advised and the testing procedure will be concluded.

With regard to drug tests, if the test results are positive, and the Member has not offered an explanation to the M.R.O. sufficient to cause the M.R.O. to consider the results negative, the Human Resources Director and/or designee shall be notified and the Human Resources Director and/or designee shall in turn contact the Member and the respective Department Head.

The City will provide Members who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the Member's choosing, at the Member's own expense, providing the Member notifies the City within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedures, including chain of custody, meets or exceeds the standards established in this contract. If the Member does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the Member requests the testing of the sample within the second container, and it also tests positive for an illegal drug or alcohol levels in excess of those defined herein, rehabilitative and/or disciplinary action shall be taken.

The City shall provide each Member tested with a copy of all of their own information and reports from the collection agency and laboratory in connection with the testing and results upon request.

Section 9. Voluntary Request for Assistance.

A Member may voluntarily enter treatment without a requirement of prior testing. A Member who voluntarily seeks assistance for a substance abuse problem before being required to submit to a reasonable belief test may be tested, but shall not be subject to discipline if the Member completes the recommended course of treatment if required by the counseling agency or physician. A Member who has requested assistance prior to a requirement for testing shall be placed on paid leave pending completion of the prescribed course of treatment, if necessary. If paid leave is exhausted, the City shall grant an unpaid leave of absence or family medical leave pending completion of the prescribed course of treatment.

Section 10. Referral to Treatment and Disciplinary Action.

Members who have violated this Article with regard to the misuse of legal drugs or the misuse of illegal drugs or misuse of alcohol shall be subject to discipline up to and including discharge.

If the results of the alcohol testing detailed above are equal to a blood alcohol content level of .02% to .039%, the member will be removed from all safety-sensitive functions for a period of 24 hours – but no disciplinary action shall be taken.

If the results of the alcohol testing detailed above are equal to or greater than a blood alcohol content level of .04%, the member will be removed from all safety-sensitive functions until further notice as well as have rehabilitative and/or disciplinary action taken.

A Member who tests positive for the first time for alcohol at a level of .04 or above and who cooperates in fulfilling the obligations set forth below may be disciplined up to a written reprimand.

A Member who tests positive for alcohol at a level in the range of .04 or above for a second time, or who has violated this Article for the first time with regard to the misuse of legal drugs or the use of illegal drugs may be suspended.

The limitation on discipline shall not limit the City in imposing discipline up to and including termination for gross misconduct, which may be coincident with a Member's improper substance use.

A Member must do the following in order to take advantage of the foregoing limitations on discipline:

A) Cooperate in an evaluation for chemical dependency by an individual qualified under 49 CFR Part 382 to be a Substance Abuse Professional and provide the City with a copy of the evaluation;

B) Successfully complete all counseling, treatment or after-care (of up to 12 months) recommended by the Substance Abuse Professional;

C) Discontinue (and not resume) the use of illegal drugs or misuse of legal drugs or alcohol;

D) Agree to authorize all persons involved in evaluating, counseling, diagnosing, and treating the Member to disclose to the City's EAP the Member's evaluation, progress, cooperation, drug and alcohol use, and the successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the Member performing job duties or returning to active duty.

E) Agree to submit to follow-up testing, at times determined by the City, up to eight (8) times in a twenty-four (24) month period for violations involving illegal drugs or the misuse of legal drugs, and up to four (4) times in a twelve (12) month period for violations involving alcohol (said 24 or 12 month period beginning after the Member's completion of counseling, treatment and/or aftercare); and

F) Agree that during or after this follow-up testing period in (E) above, if the Member tests positive again or otherwise violates this Article, the Member may be properly terminated, which shall be deemed to be for just cause.

Members who test positive for a substance and are beyond the level of suspension noted above, or who do not agree to act, or who do not act, in accordance with the foregoing shall be discharged.

Section 11. Right of Appeal.

The Member has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this contract is grievable. Any evidence concerning test results that is obtained either in violation of the standards contained in this article, or in violation of the procedures required by this Article shall not be used to support disciplinary action involving the Member. Minor trivial violations that do not affect the integrity or reliability of the testing process shall not invalidate the testing results.

Section 12. Treatment Costs.

Treatment costs arising out of the Member's use of such services shall be paid for by the Member's insurance program, subject to any deductible, co-payment and coverage limits under the Member's insurance program.

Except for any period of time during which a Member is serving a disciplinary suspension, Members will be allowed to use any paid leave (including vacation, sick leave or holiday leave) or take an unpaid leave of absence for the necessary time off involved in a treatment program. Other than as specified in this Section or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

Section 13. Confidentiality.
All testing and actions taken under or pursuant to the Article shall be kept confidential to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions of this Agreement relative to disciplinary action taken against a Member.

Section 14. Other Laws.

This Article is in no way intended to supersede or waive any rights that a Member may be entitled to under federal or state constitutions or any other applicable law. Any action taken pursuant to this Article shall not be used as evidence or otherwise in any criminal proceeding against a Member.

ARTICLE 32. SAVINGS CLAUSE

A decision by a court of competent jurisdiction finding any part of the Agreement to be illegal does not affect the remainder of the Agreement which shall remain in full legal force and effect, unless the decision negates the legal enforceability and validity of the entire Agreement. In the event that any part of the Agreement is determined to be illegal or unlawful, the City and the Union shall meet for the purpose of negotiating a lawful alternative provision. Either party may request the intervention of a mediator if the parties fail to reach an agreement on an alternative provision within thirty days following the first negotiating session.

ARTICLE 33. TERM OF AGREEMENT

This Agreement shall become effective on January 1, 2015 and shall terminate on December 31, 2017.

APPENDIX A

Wages

Maintenance Technician													
		Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
Effective Date	% Increase	Hourly	Annualized	Hourly	Annualized	Hourly	Annualized	Hourly	Annualized	Hourly	Annualized	Hourly	Annualized
January 1, 2015	3.0%	18.212	37,881.92	20.126	41,861.21	22.039	45,840.50	23.952	49,819.80	25.865	53,799.09	27.778	57,778.39
January 1, 2016	2.0%	18.577	38,639.56	20.528	42,698.43	22.479	46,757.31	24.431	50,816.19	26.382	54,875.07	28.334	58,933.95
January 1, 2017	2.0%	18.948	39,412.35	20.939	43,552.40	22.929	47,692.46	24.919	51,832.52	26.910	55,972.58	28.900	60,112.63

Custodian													
		Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
Effective Date	% Increase	Hourly	Annualized	Hourly	Annualized	Hourly	Annualized	Hourly	Annualized	Hourly	Annualized	Hourly	Annualized
January 1, 2015	3.0%	15.895	33,061.52	17.191	35,756.66	18.486	38,451.80	19.782	41,146.93	21.078	43,842.07	22.374	46,537.21
January 1, 2016	2.0%	16.213	33,722.75	17.535	36,471.79	18.856	39,220.83	20.178	41,969.87	21.499	44,718.92	22.821	47,467.96
January 1, 2017	2.0%	16.537	34,397.20	17.885	37,201.22	19.233	40,005.25	20.581	42,809.27	21.929	45,613.29	23.278	48,417.32

Mechanic													
		Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
Effective Date	% Increase	Hourly	Annualized	Hourly	Annualized	Hourly	Annualized	Hourly	Annualized	Hourly	Annualized	Hourly	Annualized
January 1, 2015	3.0%	19.940	41,474.72	22.007	45,774.95	24.075	50,075.17	26.142	54,375.40	28.209	58,675.62	30.277	62,975.85
January 1, 2016	2.0%	20.339	42,304.22	22.447	46,690.45	24.556	51,076.68	26.665	55,462.91	28.774	59,849.14	30.882	64,235.36
January 1, 2017	2.0%	20.745	43,150.30	22.896	47,624.25	25.047	52,098.21	27.198	56,572.16	29.349	61,046.12	31.500	65,520.07

APPENDIX B

UNIFORMS AND EQUIPMENT

DEPARTMENT OF PUBLIC SERVICE

The following uniforms and equipment shall be furnished to employees in the Department of Public Service by the City for use during pay status time:

1	Jacket (Ike or Hip length) with quilted lining
1 pair	Safety Shoes
1 pair	Coveralls, unlined
1 pair	Gloves
1 pair	Rubber Boots
1 suit	Rain Gear
1 pair	Carhart or equivalent coveralls, with option of choosing Carhart or equivalent bibs and coat with hood
7 pair	Pants/Slacks *
5 pair	Shorts
7	Summer T-Shirts (with pocket)
1	Hardhat
1	Hat/Cap – If issued, the hat/cap shall be worn, except for safety or weather reasons, or the head remained uncovered. The issued hat/cap, as part of the prescribed uniform, may be discontinued at the discretion of the Director of Public Service
1	Hooded Sweatshirt

OTHER:

The City agrees to pay for the cost of the commercial driver's license.

* Employees choosing an elastic waist band rather than a regular (standard) waist band pant will be personally responsible for paying the cost difference between the two.

OFFICE CUSTODIAL STAFF – ALL DEPARTMENTS

1	Jacket (Ike or Hip length) with quilted lining
1	Light weight jacket
1 pair	Work Shoes
1 pair	Gloves
1 pair	Boots
11	Shirts/Blouses
11 pair	Pants/Slacks
1	Hat/Cap – If issued, the hat/cap shall be worn, except for safety or weather reasons, or the head remained uncovered. The issued hat/cap, as part of the prescribed uniform, may be discontinued at the discretion of the Mayor
1	Hooded Sweatshirt
OTHER	Each appropriate director or Mayor may provide uniforms which are substantially similar, but not identical, for male and female employees

APPENDIX C

The following monthly premium rates are effective January 1, 2015 through December 31, 2015.

	Individual	Employee/ Child	Employee/ Children	Employee/ Spouse	Family
Medical Plan: PPO 90/70	$482.14	$1,436.06	$1,436.06	$1,436.06	$1,436.06
Prescription Drug: $5/$10 Retail: $10/$20 Mail Order:	$172.80	$516.64	$516.64	$516.64	$516.64
Dental Plan: B	$23.06	$46.10	$64.27	$46.10	$64.27
Vision Plan: Annual Plan	$4.31	$8.60	$10.28	$8.60	$10.28

APPENDIX D

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF HILLIARD, OHIO
and
THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO-CLC (USW)

This Memorandum of Understanding (MOU) has been developed as a result of the request of the City of Hilliard (City) and the USW. The items in this MOU are specific and limited solely to the initial application of Article 17 of the Collective Bargaining Agreement.

The City and the USW have agreed to combine the classifications of Maintenance Technician I and Maintenance Technician II into a "new" single classification to be known as "Maintenance Technician". The City's management of this new classification and the employee positions therein shall be as provided in, and consistent with, Article 3 of this contract.

The purpose of this MOU is to document how this "new" classification will be implemented.

1. By April 24, 2015, the City shall form a new classification that combines the job responsibilities of the Maintenance Technician I and Maintenance Technician II classifications that will be known as the Maintenance Technician.

2. The City will provide a written copy of the Maintenance Technician job responsibilities/duties to each maintenance technician (both I's and II's) now employed by the City for their reference.

3. By April 27th, 2015, the City will introduce legislation (the "Amending Legislation") to Hilliard City Council to amend the City's authorized strength in Chapter 127 of the City's Codified Ordinances that reflects combining the Maintenance Technician I and the Maintenance Technician II classifications into one new classification titled "Maintenance Technician". The "authorized number" of Maintenance Technicians in the Amending Legislation will be nineteen (19), which is the combined number of Maintenance Technician I's and Maintenance Technician II's, per Chapter 127 of the City's Code. The pay grade for the Maintenance Technician classification shall be "per the contract".

4. Upon passage of the Amending Legislation, current Maintenance Technician I's and II's shall automatically be in the new Maintenance Technician classification without any action on their part, and shall not serve a probationary period.

5. All current members retain their original "Continuous Service" seniority date as presently recognized by the City upon being in the new Maintenance Technician classification.

6. The probationary period for **new** hires into the Maintenance Technician classification shall be 365 days.

7. New hires into the Maintenance Technician classification will be paid according to the hourly rates set forth in the Salary Schedule in Appendix A of the contract.

8. Within one week of the Amending Legislation taking effect, the City will post all work schedules for the Maintenance Technician classification for rebidding by those members.

9. Reassignments to new work schedules shall be effective four (4) work weeks after rebidding and shall commence on a member's first work day of that fourth week.

10. Current employees in the Maintenance I Classification shall be grandfathered into the wage scale in Appendix A.

The City of Hilliard, Ohio

Tracy L. Bradford

Tracy Bradford, Director of Law

Gerald Edwards

Gerald Edwards, Director of Human Resources

April 29, 2015

Date

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union

William Boyce

Date

Signed and dated at Hilliard, Ohio, this 28 day of April 2015.

FOR THE CITY OF HILLIARD:

Donald J. Schonhardt, Mayor

Gerald L. Edwards, Dir. Human Resources

Larry Lester, Right of Way Service Director

Tracy L. Bradford, Law Director

David Delande, Finance Director

FOR THE UNITED STEEL WORKERS OF AMERICA:

Billy D. Boyce, Staff Representative USWA

Scott Sayre, Unit Chair, USWA

Debra Boggs, Committee Member

George Chaney, Committee Member

Matthew Kirkman, Committee Member