

**AGREEMENT
BETWEEN THE
CITY OF GREEN
AND THE
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES (AFSCME)
LOCAL NO. 2714**

Case #2022-MED-01-0034

Effective April 16, 2022

through

April 15, 2025

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE/PURPOSE.....	1
ARTICLE 1 UNION RECOGNITION	1
ARTICLE 2 APPLICATION OF CIVIL SERVICE LAW	2
ARTICLE 3 NEW/EXISTING JOB DESCRIPTIONS/CLASSIFICATIONS	2
ARTICLE 4 WELFARE TO WORK PROGRAM PARTICIPANTS	3
ARTICLE 5 BARGAINING UNIT WORK.....	3
ARTICLE 6 USAGE OF PART-TIME, SEASONAL, AND CASUAL EMPLOYEES	4
ARTICLE 7 MANAGEMENT RIGHTS	4
ARTICLE 8 WORK RULES.....	5
ARTICLE 9 UNION SECURITY	5
ARTICLE 10 NO STRIKE/NO LOCKOUT	6
ARTICLE 11 NON-DISCRIMINATION	7
ARTICLE 12 GRIEVANCE PROCEDURE.....	7
ARTICLE 13 SENIORITY.....	10
ARTICLE 14 BIDDING.....	11
ARTICLE 15 PROBATIONARY PERIODS.....	12
ARTICLE 16 LAYOFF & RECALL	13
ARTICLE 17 HOURS OF WORK.....	15
ARTICLE 18 CALL-BACK AND REPORT-IN-PAY	20
ARTICLE 19 JOB BIDS	22
ARTICLE 20 PERFORMANCE EVALUATIONS.....	24
ARTICLE 21 PERSONNEL RECORDS	24
ARTICLE 22 LEAVE OF ABSENCE WITHOUT PAY.....	24
ARTICLE 23 VACATION.....	25
ARTICLE 24 HOLIDAY PAY	27
ARTICLE 25 SICK LEAVE	29
ARTICLE 26 FUNERAL LEAVE	31
ARTICLE 27 JURY DUTY.....	31
ARTICLE 28 MEDICALLY RESTRICTED EMPLOYEES	32
ARTICLE 29 INJURY PAY	33
ARTICLE 30 HEALTH AND LIFE INSURANCE BENEFITS	33
ARTICLE 31 EDUCATIONAL ASSISTANCE/TRAINING EXPENSES.....	35
ARTICLE 32 P.E.R.S.	35
ARTICLE 33 AUTOMOBILES	35
ARTICLE 34 UNIFORMS, EQUIPMENT, AND DRESS.....	36
ARTICLE 35 COMPENSATION	37
ARTICLE 36 PAYROLL	39
ARTICLE 37 DISCIPLINE.....	39
ARTICLE 38 SAFETY AND HEALTH.....	41
ARTICLE 39 LABOR/MANAGEMENT COMMITTEE	42
ARTICLE 40 UNION NEGOTIATING COMMITTEE.....	42
ARTICLE 41 BULLETIN BOARD	43
ARTICLE 42 UNION MEETINGS AND REPRESENTATION	43

ARTICLE 43 UNION CONVENTIONS AND CONFERENCES	45
ARTICLE 44 PRINTING OF CONTRACTS	45
ARTICLE 45 MAINTENANCE OF STANDARDS	45
ARTICLE 46 DOT DRIVER DRUG/ALCOHOL ABUSE POLICY	45
ARTICLE 47 TOOL PROVISIONS	46
ARTICLE 48 SUCCESSOR CLAUSE	46
ARTICLE 49 SAVINGS CLAUSE.....	47
ARTICLE 50 SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING.....	47
ARTICLE 51 LICENSURE MAINTENANCE/REPORTING REQUIREMENTS	47
ARTICLE 52 DURATION	49
APPENDIX A SICK LEAVE TIME BANK.....	50
APPENDIX B WAGE SCHEDULE	53
APPENDIX B WAGE SCHEDULE (continued).....	54
APPENDIX B WAGE SCHEDULE (continued).....	55
SIGNATURE PAGE	56

PREAMBLE/PURPOSE

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

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

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

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

ARTICLE 1 **UNION RECOGNITION**

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

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

EXCLUDED: All Management level, Supervisory, Professional and Confidential employees as defined in that act, all Seasonal and Casual employees as defined by SERB, including the position of Mayor, Executive Assistant to Mayor, Law Director, Administrative Coordinator Law, Planning Director, Community Development Administrator, **Communications Coordinator**, Communications Manager, GIS Administrator, Zoning Superintendent, Finance Director, Assistant Finance Director, Income Tax Administrator, Public Service Director, Deputy Director Public Service, Service Administrative Assistant, Service Supervisor, Parks and Recreation Superintendent, Recreation Manager, Parks and Recreation Coordinator, Clerk of Council, Fire Chief, Assistant Fire Chief, Fire Lieutenant, Fire Captain, Firemedics, Fire Engineer, Administrative Assistant Fire Division, HR Manager, HR Administrative Coordinator, Receptionist, City Engineer, Engineer I and Engineering Project Manager.

ARTICLE 2
APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Green nor Rules and Regulations of the Civil Service Commission of the City of Green, pertaining to wages, hours, terms and other conditions of employment, will apply to bargaining unit employees where such matter has been addressed by this agreement.

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

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

Contract Article

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

Article 12, Grievance Procedure	ORC 124.34; ORC 2506.01-2506.04
Article 13, Seniority	ORC 124.321-124.328; ORC 9.44
Article 15, Probationary Periods	ORC 124.27
Article 16, Layoff & Recall	ORC 124.321-124.328
Article 17, Hours of Work	ORC 4111.03; 124.18
Article 23, Vacation Leave	ORC 9.44; ORC 124.13
Article 24, Holiday Leave	ORC 124.18; ORC 325.19
Article 25, Sick Leave	ORC 124.38; ORC 124.39
Article 37, Discipline	ORC 124.34

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

ARTICLE 3
NEW/EXISTING JOB DESCRIPTIONS/CLASSIFICATIONS

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

Section 2. New and Revised Job Descriptions/Classifications. Whenever the Employer creates a new job classification or substantially restructures/redefines an existing one, it will notify the Union of such action. Such notification will state the job classification title, whether or not the

classification is to be included/excluded from the bargaining unit, the qualifications for the classification, a description of the duties, and the initial wage rate/schedule.

Section 3. SERB Process for Agreement on Position Inclusion/Exclusion. Should the parties agree that the new or restructured job classification is to be included in the bargaining unit, both the Employer and the Union will file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). Should the parties disagree on the inclusion/exclusion of the new or restructured classification in the bargaining unit, the Union or Employer may petition to amend or clarify the bargaining unit with SERB. If SERB determines that the new or existing classification is to be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of that determination.

Section 4. Impasse Procedure. If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted to SERB for resolution in accordance with R.C. 4117.

ARTICLE 4 **WELFARE TO WORK PROGRAM PARTICIPANTS**

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

ARTICLE 5 **BARGAINING UNIT WORK**

Section 1. Except as specifically restricted by this article, the Employer has and retains the right to determine the personnel by which operations are to be conducted pursuant to Article 7, Management Rights.

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

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

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

Section 1. The parties agree that the Employer has and retains the right to utilize part-time, seasonal and casual employees in accordance with its operational needs except as specifically limited herein.

Section 2. Overtime Distribution. Where the Employer determines that overtime is necessary for part-time, seasonal, or casual personnel, they will be offered overtime only after available full-time employees are offered overtime in accordance with the provisions of this Agreement.

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

ARTICLE 7
MANAGEMENT RIGHTS

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

- A. Determine matters of inherent managerial policy which govern the function and programs of the City; standards of services; its overall budget; utilization of technology; and its organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of its governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force and determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty;
- G. Determine the overall mission of the City as a unit of government;
- H. Effectively manage the workforce;
- I. Take actions to carry out the mission of the City as a governmental unit;

- J. Determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- K. Determine the necessity to schedule overtime and the amount required thereof.

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

ARTICLE 8 **WORK RULES**

Section 1. The Union recognizes that the Employer, under this agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. New or revised work rules, regulations, policies or procedures will not take effect for five (5) work days. Work rules, regulations, policies or procedures addressing an immediate or potential safety hazard may become effective immediately upon notification to the employee(s). The Union will be given an opportunity to meet and discuss such rule(s) should it so desire.

Section 3. The grievance procedure will be available if the rules, regulations, policies, or procedures are in violation of the labor agreement or applied in a discriminatory manner.

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

ARTICLE 9 **UNION SECURITY**

Section 1. Dues Deduction. The Employer agrees to deduct union dues, initiation fees, and assessments from the pay of employees within the unit upon receipt of a voluntarily written authorization executed on an Authorization for Check-off of Dues Form provided for that purpose. The Union will notify the Employer of the amounts to be deducted and will notify the Employer of any changes thirty (30) days prior to the effective date of any change.

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

Section 3. The Employer's obligation to make such deductions will terminate automatically upon termination of the employment of the employee who signed the authorization, upon his/her transfer to a job with the Employer not covered by this Agreement, or upon his/her layoff from work, or upon his/her absence due to an unpaid approved leave, or written revocation of the check-off authorization in accordance with this article or applicable law. An employee may revoke their individual check-off authorization by giving written notice to both the Employer and the Union.

Upon receipt of written notice from the Union to the Employer, the Employer shall be relieved of such individual check-off deduction in the applicable pay period following said receipt. Such deduction will be resumed if an employee who is on layoff status is recalled, an employee who is on an approved unpaid leave of absence returns to work, an employee transferred to a job not covered by this Agreement is later transferred to a job covered by this Agreement or a job to which an employee has been transferred becomes covered by this Agreement.

Section 4. Deduction Submission. Deductions provided in this article will be transmitted via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information. Additionally, the Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to oc8dues@afscme8.org, subject line: Local 2714, Pay date __/__/____.

Section 5. The parties agree that in order to comply with the U.S. Supreme Court decision *Janus v. AFSCME Local 31* (where the Court determined that the fair share fees previously mandated by unions were unconstitutional) and in order to ensure the free speech rights of employees, fair share fees shall not be implemented and the bargaining unit members have the right to join or not join the union. In the event that a U.S. District Court located in Ohio, the United States Court of Appeals for the Sixth Circuit, the Supreme Court of the United States, state courts or a governmental administrative agency having jurisdiction over the parties or this Agreement, institutes a decision or ruling which makes it unlawful for a union to impose any restriction or obligation or any other condition precedent limiting or affecting an employee's right to revoke any executed Check-off of Dues Form, the employer may immediately thereafter honor any request of an employee to cease the deduction of dues.

Section 6. Indemnification. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article.

ARTICLE 10 **NO STRIKE/NO LOCKOUT**

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

affirmative steps with the employees concerned, such as letters, bulletins, telegrams, or employee meetings, to bring about an immediate resumption of normal work.

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

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

ARTICLE 11 **NON-DISCRIMINATION**

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

Section 2. Union/Non-Union Affiliation. The parties recognize the right of all employees to be free to become a Union member and to participate in Union activities and to refrain from such membership or activity. The parties agree that there will be no discrimination, interference, restraint, coercion or reprisal against any employee because of Union or non-Union affiliation or because of an employee engaging or refraining from activity on behalf of the Union.

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

ARTICLE 12 **GRIEVANCE PROCEDURE**

Section 1. Definition. The term “grievance” will mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement, nor those matters not covered by this Agreement.

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

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

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

Step 1. Supervisor/Employer designee. Within five (5) working days of the dispute giving rise to the grievance, an employee will reduce his grievance to writing, and file it with his Supervisor/Employer designee. The grievance must be filed on a grievance form setting forth the details of the grievance as required by Section 2 and be dated and signed by the employee and the Union representative. A steward having an individual grievance in connection with his/her own work may ask for any member of the grievance committee to assist him/her in adjusting the grievance with his/her supervisor. Within five (5) working days after the grievance is filed at Step 1, the Supervisor/Employer designee will provide a written response to the grievance to the aggrieved employee.

Step 2. Department Head/Employer designee. If the grievance is not satisfactorily settled at Step 1, the Grievant will, within five (5) working days after receipt of the Step 1 answer or a default rejection based on non-response within the Step 1 timeline, file an appeal of the Step 1 result with the employee's Department Head. The appeal will be dated and signed by the employee and the Union representative and will include all of the initial paperwork or other grievance documents filed at the preceding step(s). A grievance identification will be assigned by the Human Resources Department. The Department Head/Employer designee will schedule a meeting to discuss and evaluate the grievance or deny the grievance within five (5) working days of receiving the Step 1 appeal. If a meeting is held, the Department Head/Employer designee will provide a written answer to the aggrieved employee within five (5) working days after such meeting.

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

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

- A. A policy grievance which affects all or a substantial group of employees and arising from the same event or set of facts may initially be presented by the Union itself at

Step 3 of the grievance procedure, subject to the applicable time limitations as if filed at Step 1. All affected employees will be listed on the grievance form.

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

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

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

Section 6. Request to Arbitrate. Should any grievance not be settled satisfactorily at the Third Step, the Union may, within forty-five (45) calendar days of the Third Step Answer, submit a request for arbitration to the City and at the same time submit a request for an arbitration panel of nine (9) Ohio based arbitrators to the Federal Mediation and Conciliation Services. The City will be furnished a copy of the arbitration panel request. Once the panel of arbitrators is submitted to the parties, each party will have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party may reject a list and submit a request for another list. The party requesting the list will be responsible for the cost of obtaining the list.

Section 7. Authority of the Arbitrator. The arbitrator will have no power or authority to add to, subtract from, modify, change, or in any manner alter the specific written provisions of this Agreement or the language contained therein in arriving at a determination. The arbitrator will not make any award requiring the commission of any act prohibited by law or make any award

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

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

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

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

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

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

ARTICLE 13 **SENIORITY**

Section 1. Definitions.

- A. **Total Seniority.** Total seniority is an employee's uninterrupted length of continuous service with the City, including any approved leaves of absence. No employee hired prior to March 1, 2010, will lose seniority as a result of this language.

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

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

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

- A. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he/she is entitled at the time of his/her retirement);
- B. Voluntary resignation;
- C. Discharge for cause;
- D. Is laid off, or otherwise fails to perform any bargaining unit work for a period of forty-eight (48) or more consecutive months;
- E. Failure to report to work as scheduled after the expiration of a leave of absence or a layoff.

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

RTICLE 14 **BIDDING**

Section 1. Shift Bidding. The Employer will determine which shifts are utilized within the operations of the City. After that determination has been made, employees will be permitted to bid their shift preference by bargaining unit seniority.

Section 2. Snow Route Bidding. The Employer will determine the allocation and composition of snow routes utilized in its operations. Employees will be permitted to bid their preference for

their normal route assignment by bargaining unit seniority. In the event that operational needs so require (e.g., absences, exposure to other routes, workload, training, etc.), the Employer may determine it necessary to deviate from the normal route assignment as specified herein. Such deviations normally will not exceed fourteen (14) snow days. The Employer agrees to act reasonably when determining such deviations are necessary.

ARTICLE 15

PROBATIONARY PERIODS

Section 1. New Hire Probationary Period. All new employees will be required to successfully complete a probationary period. The probationary period will begin the first day the employee earns compensation from the City and will continue for a period of one hundred eighty (180) calendar days. Extended absences of five (5) or more consecutive work shifts during probation may extend the probationary period at the sole and exclusive discretion of the Employer by providing written notice to the employee and the Union. Such notice will be provided at any time prior to the completion of the initial one hundred eighty (180) day probationary period. A probationary employee may be terminated during a probationary period without appeal.

Section 2. New Hire Probationary Period for Service Department Seasonal Employees.

When a former or current Service Department Seasonal Employee is hired by the City as a regular, full-time employee, this New Hire will be permitted a shortened New Hire probationary period under the following conditions and requirements:

- a. The former or current Seasonal Employee hired as a regular, full-time employee must have 1,000 actual hours worked as a City of Green Seasonal employee in the Service Department to qualify for a shortened probationary period. All 1,000 hours must have been worked within 30 months prior to being hired as a regular, full-time employee, and the 30 months will be counted back from the hire date of regular, full-time employment with the City.
- b. Under the conditions stated in Section 2(a) above, the New Hire probationary period will be ninety (90) calendar days rather than one hundred eighty (180) calendar days.
- c. All other New Hire Probationary provisions stated in Article 15 on Probationary Periods will apply to the former Seasonal employee in the same way as any other new hire.
- d. Nothing contained in this Article 15 will impact an employee's seniority date or benefits eligibility.

Section 3. Promotional or Lateral Probationary Period. A promoted or laterally placed employee will be required to successfully complete a probationary period in his new position. The probationary period for a promoted or lateral employee will begin on the effective date of the promotion and will continue for a period of ninety (90) calendar days. Extended absences of five (5) or more consecutive work shifts during probation may extend the probationary period at the sole and exclusive discretion of the Employer by providing a written notice to the employee and the Union. Such notice will be provided at any time prior to the completion of the initial ninety (90) day probationary period.

Section 4. Failure of Promotional or Lateral Probation and Return. During the Probation period, both the employer and the employee will assess whether the employee can perform the requirements of the job. A promoted or laterally transferred employee will be given reasonable help and supervision.

During the first 30 days of the probation period, the employee may decide to request to be returned to the former job. If the employee requests to return to the former job **after the first 30 days of the probation period,** the employee will be permitted to return to the position from which the employee came if such position is available. In either case, the displacement or layoff of an employee will not be appealable through the grievance and arbitration procedure.

If the employer determines that the promoted or laterally transferred employee is not performing satisfactorily within the 90-day probation period, the employee will be permitted to return to the former job. Grieving the employer's action will be based on evidence that the employee demonstrated the ability to perform the new position.

Section 5. Change of Status Notification. The City will furnish the Union a copy of status change forms for promoted bargaining unit members and employees who enter the bargaining unit.

ARTICLE 16 **LAYOFF & RECALL**

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

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

Section 3. Procedure. The Employer will determine the applicable division, classification, and status of where the initial reduction (i.e., layoff or job abolishment) is to occur by initially designating the specific area of reduction from the following:

- A. Temporary, casual, or seasonal employees within the Division and classification;
- B. Newly hired probationary employees within the Division and classification;
- C. Part-time employees within the Division and classification;
- D. Full-time employees, starting with the employee with the least bargaining unit seniority,

within the Division and classification affected.

Section 4. Bumping Rights. An employee subject to layoff or abolishment may elect to exercise his bargaining unit seniority to: (1) first, bump an employee with less seniority in the same classification/status; (2) next, bump into a lower classification/status within the same classification series; (3) next, bump into a previously held position, provided he has the current skill and ability to perform the work to which the employee elects to bump; (4) lastly, bump into a seasonal, temporary, or part-time position within the same classification or lower classification within the same classification series, maintained by the City during a layoff in order to avoid layoff, if any such position exists. However, the employee will receive the rate of pay and benefit entitlements, if any, which inure to the position.

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

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

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

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

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

ARTICLE 17 **HOURS OF WORK**

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

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

- A. **Office Personnel:** The regular shift time for full-time employees in the office will generally commence at 7:30 a.m., 8:00 a.m. or 8:30 a.m., Monday through Friday, and end eight (8) hours thereafter. With the exception of flexible hours, if the City uses different starting times for different employees within the applicable job classifications within a Division/Department, selection of shift starting time will be based on seniority. Other than by mutual agreement between the City and the Union, an individual employee's regular work schedule will be changed no more than two (2) times in a calendar year unless the individual changes jobs within the bargaining unit.

At the discretion of the Employer, employees in the bargaining unit will be allowed to utilize flexible hours upon the approval of the Department Head. "Flexible hours" will be defined as an adjustment to the starting and ending time of an employee's work day (as defined above), to accommodate a forty (40) hour work week. The Employer's decision to approve or discontinue an employee's flexible hour schedule cannot be grieved. The Human Resources Department must be notified when work schedules are changed.

- B. **Service Personnel:**
In the event there are special projects, as designated by the Public Service Director, the Employer may modify the regular shift and implement the use of ten (10) hour shifts. If so designated, the shifts will be Monday through Thursday and Tuesday through Friday from 7:00 a.m. to 5:00 p.m. Generally, the City will endeavor to provide employees with a minimum of two (2) weeks notice prior to changing work hours.

1. a) **Stormwater Division:** Except as outlined below, the regular shift time for employees will be as follows:

Monday through Friday 7:00 a.m. to 3:00 p.m.

- b) **Highway Division:** Except as outlined below, the regular shift time for employees will be as follows:

Monday through Friday 7:00 a.m. to 3:00 p.m.

c) Parks and Recreation Division: Except as outlined below, the regular shift time for employees will be as follows:

Monday through Friday 7:00 a.m. to 3:00 p.m.

**Parks Summer Weekend Shifts will work 4 10-hour shifts either:
Wednesday through Saturday 7:00 a.m. to 5:00 p.m. or
Sunday through Wednesday 7:00 a.m. to 5:00 p.m.**

A designated Recycle Center attendant will work the scheduled Recycle Center hours included in a 40-hour work week. The designated employee will have two (2) consecutive days off or as mutually agreed between the employee and supervisor.

2. Winter Work Hours: At the discretion of the Employer, the winter work hours will be a split shift schedule with twenty-four (24) hours operational coverage and will begin on the Sunday following Thanksgiving ("Winter Schedule Start Date"). Annual preparation for this work schedule will normally be made at least two (2) weeks prior to the Winter Schedule Start Date. The City will endeavor to provide employees with a minimum of two (2) weeks notice prior to the Winter Schedule Start Date. However, the parties recognize that weather related circumstances may dictate movement to winter work hours with less than two (2) weeks notice. Winter work hours will end on the Sunday following March 31st.

Shift Schedule A: 7:00 a.m. to 3:00 p.m. - normal working hours
 3:00 p.m. to 7:00 p.m. - available for work

Shift Schedule B: 7:00 p.m. to 3:00 a.m. - normal working hours
 3:00 a.m. to 7:00 a.m. - available to work

Winter work shifts will be posted indicating the number of personnel needed per shift, per classification. Employees will be given the opportunity to select shift and snow route preference by seniority for a one (1) week period designating both their first and second preference for shifts. Within one (1) week of this initial posting, the City will notify employees of their pending shift assignment. Trucks will be assigned to the snow routes prior to selecting shifts and routes.

Crew leaders will be assigned to two (2) weeks rotations on "B" shift, by seniority starting with least senior unless a crew leader voluntarily signs up for "B" shift. The rotation, however, for the following year will begin with the next Crew Leader, by seniority, following the Crew Leader who performed the final rotation of the preceding season. For the purpose of this section, Crew Leader is defined as Building & Grounds Maintenance III, Crew Leader, Lead Mechanic, and Traffic Control Tech II.

3. Additional Schedules/Assigned Overtime: Additional work schedules that include Saturday and/or Sunday as a regular work day may be added; however, no bargaining unit employee employed as of April 15, 2007, will be forced to work a regular work week that includes Saturday or Sunday. The Employer retains the right to assign overtime work on Saturday or Sunday or any other day as required by its operations.
4. Work Assignments: The Employer maintains and retains the right to allocate personnel for training purposes, operational efficiency or for any other reason that it determines supports the optimal delivery of services. To the extent that the City determines that it is consistent with its operational needs, work assignments within a crew will be resolved by seniority.

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

Section 4. Breaks/Clean-up Periods. Employees will be granted reasonable personal break times during the work day. Employees working in the field will be granted a ten (10) minute personal clean up period prior to the end of each work shift; and other employees performing field work on an as needed basis, when determined and authorized by their supervisor.

Section 5. Overtime. Employees will be paid one and one-half (1-1/2) times their applicable rate of pay for all hours worked in excess of forty (40) hours in a work week. Vacation, compensatory time, City compensated military hours, pre-scheduled sick leave pursuant to Article 25, Section 5, jury duty, training during regular work hours, and holiday hours taken and paid by the City pursuant to the terms of this Agreement will be counted as hours worked for purposes of overtime computation.

Section 6. Offering of Overtime. Overtime will be offered to qualified employees within the classification where the work is required according to the procedures:

- A. On each occasion, the initial opportunity to work overtime will be offered to the employee within the job classification within the primary division who has the least amount of overtime hours to his credit. The employee may refuse the overtime. If the employee refuses the overtime or fails to work it, the hours will be recorded and be part of the employee's credited overtime hours, as if worked. The overtime will then be offered to the employee within the job classification within the primary division with the next least amount of overtime hours. Hours offered will be charged.
- B. After offering the opportunity under part A, the next overtime will be offered to employees within the applicable job classification within other divisions.

- C. In the event sufficient employees do not accept the overtime assignment, the City may direct available employees to work the overtime using a rotation list established at the beginning of Winter Shifts, with the least overtime recorded hours employee in the applicable job classification in the division. The list will be averaged at the beginning of Winter Shifts each year.
- D. In the event sufficient employees cannot be assigned under part C, the City will direct employees to work the overtime beginning with the least overtime recorded hours employee in the applicable job classification in another division using a rotation list. The list will be reset at the end of Winter Shifts each year. Such overtime will be recorded as overtime hours in the employee's records.
- E. The City will not be obligated to call an employee for overtime when the employee on the day of the offer has reported off for any of the following reasons:
 - 1. Sick leave
 - 2. Vacation, compensatory time, personal holiday, unless authorized by the employee in the written form and submitted to the City.
 - 3. Authorized or unauthorized leave (one day or more, as well as any portion of a day).
 - 4. Hours available will be charged for any reason he/she is not available for overtime.
- F. At the end of Winter Shifts each succeeding year of this Agreement, overtime hours will be offered in order of seniority to qualified employees in the classification using the system set forth in Sections A-E.
- G. It is recognized that it may be necessary for the City to assign an employee who has been working on a task to continue working beyond the end of his regularly scheduled work hours. The City may do so without balancing said overtime hours under the provisions of this section in order to promote efficiency of operation.
- H. A record of overtime hours worked and/or refused will be posted on the bulletin board in each division and posted weekly or when hours change.
- I. Employee(s) permanently transferred into another division will be placed on the overtime list using an average of hours.

Section 7. Compensatory Time. The City and the Union agree that full-time employees who have successfully completed their new hire probationary period may opt to receive compensatory time off in lieu of overtime pay in accordance with this section.

- A. Compensatory time is earned at the rate of one and one-half (1 1/2) hours of straight time for every hour of overtime (over forty [40] hours per week) worked, at the option of the employee involved.

- **All employees** may accumulate up to one hundred forty (140) hours in any calendar year. Once an employee has accumulated one hundred forty (140) hours of compensatory time, the employee will be paid at the overtime rate of pay, for any overtime worked until the employee's accumulated compensatory time has dropped below the one hundred forty (140) hours.
 - **Employees may carry over** a maximum of forty (40) hours into the year following the year in which it was earned. **The City will buy back the remaining hours.**
- B. The parties acknowledge that the Employer retains all its rights to manage the use and administration of compensatory time under federal law.
- C. Employees will request compensatory time in lieu of overtime pay, utilizing the Employer's timekeeping system, and cannot change the request after approval by the supervisor and submission to payroll.
- D. All requests to use accumulated compensatory time will be submitted to the Division/Department Head a minimum of two (2) work shifts prior to the time off requested, unless otherwise authorized. Compensatory time off may be taken in increments of one-quarter (1/4) hour.

Section 8. Splashpad.

- A. A trained **Certified Pool Operator (CPO)** will conduct all startup operations and test no later than 9 a.m. daily. **Any full-time employee may undergo training in order to achieve certification as a CPO.** During the normally scheduled shifts (M-F) these tasks will be performed as part of daily operations. On the weekends and/or holidays these tasks will be scheduled as overtime under CPO shift A (a.m. shift). A **two (2)** hour overtime minimum will be paid for these tasks.
- B. A trained CPO will conduct all backwash tasks daily at approximately 2 p.m. During the normally scheduled shifts (M-F) these tasks will be performed as a part of daily operations. On the weekends and/or holidays these tasks will be scheduled as overtime under CPO shift B (p.m. shift). A **two (2)** hour overtime minimum will be paid for these tasks.
- C. An overtime sign-up list, for CPOs only will be posted for the season by April 1st for weekend A (a.m.) shifts and weekend B (p.m.) shifts. If there is a lack of sign-up on May 1st, then overtime sign-up lists will be posted on a weekly basis with a cut-off on Wednesdays of each week. Thereafter, the shifts will be filled in accordance with the collective bargaining agreement CPO equalization process. **In the event that the hours cannot be filled with bargaining unit employees, the hours may be filled by certified non-bargaining unit employees; however, if the hours remain unfilled, Splashpad scheduling will revert to the overtime equalization process.**

- D. During daily normal operational hours (weekly and weekends) of the splashpad, the seasonal splashpad attendants will conduct the hourly or as needed pH test.

ARTICLE 18

CALL-BACK AND REPORT-IN-PAY

Section 1. State of Emergency or Catastrophic Event Call-Out. The parties recognize that one of the core functions of unit members is to perform emergency services generally including work that is necessary to restore or maintain city services, operations and systems. This Emergency Call-Out will be initiated by the Mayor and/or Director of Public Service based on assessments at the Federal, State, County, or Local (City of Green) level. When this occurs, an All Page will go out from the City's Dispatch center informing Service employees of an Emergency need. Employees will respond by calling in or reporting into supervision immediately.

Employees in the Department of Public Service are expected to be available for emergency services and will provide valid and up-to-date phone numbers (including cell phones) for emergency contact. Employees are further expected to have phones on, and to respond to calls when it is reasonably expected that the need for emergency services is imminent. Failure to both provide valid contact information or respond or be available for an acceptable level of emergency call-outs will be grounds for progressive discipline.

Employees who have provided an acceptable notice of "unavailability", as determined by the Employer, or who are on an approved vacation or other approved leave, are not expected to respond to an emergency call-out. Employees who are unavailable for emergency call-outs due to injury or illness are expected to call in and explain their unavailability and may be required to provide medical evidence to justify their unavailability.

Section 2. Discipline for Failure to Respond to State of Emergency or Catastrophic Event Call-Out. In recognizing the seriousness and significant impact that failing to respond to emergency call-outs has upon the city services and the safety and health of the public and other employees, the parties agree that the following disciplinary schedule will cover those instances where employees fail to respond to State of Emergency and Catastrophic Event Call-Outs:

- 1st Incident: Written Warning
- 2nd Incident: 1-Day Suspension
- 3rd Incident: 6-Day Suspension
- 4th Incident: Termination

Section 3. Call-Outs for Immediate Local Need. In the event that Dispatch, the Service Supervisor, or the Service Director calls the assigned Crew Leader, the following procedure will occur:

- A. The Crew Leader will be available via the Crew Leader phone when assigned for that week.
- B. The Crew Leader will answer the phone, assess the issue, and make necessary calls

from the Overtime List to complete the task.

C. The Crew Leader will be compensated for these duties pursuant to Section 4 below.

Because Crew Leaders are in a rotational Call-Out position, failure by a Crew Leader to answer and/or respond to a call from Dispatch, a Service Supervisor, and/or the Director of Public Service within thirty (30) minutes of a message being left on the Crew Leader's phone will result in the following discipline:

1st Incident: Written Warning

2nd Incident: 1-Day Suspension

3rd Incident: 6-Day Suspension and/or Crew Leader demotion

4th Incident: Termination

If a Crew Leader's attempt to call employees in fails to yield the needed number of employees to perform the task, the Crew Leader will contact Supervision in accordance with the established 24-Hour On-Call List for that week.

An All Page will then notify all Service employees that the City is in Call-Out status. This will alert employees to be by the phone number provided to the City for this purpose and to answer and/or respond if they are called. Once the appropriate number of employees respond to the All Page notification, another All Page will be issued ending the call-out alert.

Section 4. Call-Out Pay.

- A. Employees and Crew Leaders called in to work at a time when they are not regularly scheduled, and which time is not within three (3) hours before the beginning of their regularly scheduled start time, will receive pay for their hours actually worked, but in no event will the pay be less than a minimum amount of three (3) hours of pay, at the employee's applicable rate of pay. Employees and Crew Leaders, who are called in to work, at a time is less than three (3) hours before the beginning of their regularly scheduled start time, will be paid for their actual time worked.
- B. Employees called in to work at a time when they are not regularly scheduled, and which time is not within three (3) hours before the beginning of their regularly scheduled start time, but the call-in is cancelled before the employee clocks in to work, will receive pay for the three (3) hours of work at the employee's applicable rate of pay. The cancellation of the call-in must come from the Crew Leader who called in the employee(s), or from a Service Supervisor.
- C. Crew Leaders who are on-call and call-in employees to respond to an emergency will receive pay for their hours actually worked, but in no event will the pay be less than a minimum amount of one (1) hour of pay, at the employee's applicable rate of pay. Time spent by on-call Crew Leaders who respond to multiple call-ins of employees for different emergencies during the same one (1) hour period will be included in the minimum amount of one (1) hour of pay.

ARTICLE 19

JOB BIDS

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

- A. **Notice/Posting Contents.** Notice of vacancy or new job will be posted on all Union bulletin boards for **seven (7)** calendar days from the date the job opening has been posted. Open vacancies or new jobs posted will indicate the classification, rate of pay, shift, department and duties of said position. The City will provide the Union with a copy of the posting and the name of the employee selected to fill the position.
- B. **Application Period.** During this **seven (7)** calendar day posted period, employees who have successfully completed their probationary period and wish to apply for a posted opening may do so by submitting a Job Bid Application. The Job Bid Application must be completed with a narrative supporting required qualifications, signed by the employee, dated and submitted to Human Resources. Forms used for this purpose will be provided by the City. **Employees may submit a job bid application up to midnight on the seventh (7th) calendar day by accessing the portal on the City's website.**
- C. **Evaluation of Applicants.** All positions will include an interview process to determine qualifications. The employee may be required by the Employer to perform a practical demonstration of his skills, abilities, and qualifications. The Employer will select the employee determined to be the most qualified after taking into consideration the relative knowledge, skills, abilities, work history, and seniority of all bidders with respect to the requirements of the open position. Where the Employer determines the qualifications of a less senior employee to be superior, material, meaningful, and relevant, it may award the position to a less senior applicant.
- D. **Promotional Bid Pay Rates.** For promotional bids, pay will be at the lowest step which provides the employee at least a five percent (5%) increase in the rate of pay within the applicable classification. The employee will advance automatically through any remaining steps every twelve (12) months from the effective date of the promotion or transfer, until the top step is obtained.

Section 2. Temporary Transfers.

- A. **Warranting Circumstances.** In connection with the efficient operations of the City, the City has the right to temporarily transfer an employee to a different classification to fill in for vacations, sick leave, emergencies, or other reasons determined by the City. Such transfers will not exceed thirty (30) days unless mutually agreed to between the Union and the City or if done to address an extended leave of absence (i.e., FMLA, Military Leave, etc.).

- B. **Procedure.** Where the temporary transfer of an employee is a result of a temporary vacancy exceeding thirty (30) days, the City will determine in what classification, department/division, and shift the transfer is to be offered. The City will make the transfer available to those employees occupying the classification and working in the department/division and shift from which the transfer is to be made, on the basis of seniority. Should senior qualified employee(s) not wish to fill the vacancy, the City will transfer the least senior qualified employee from the affected classification, department/division, and shift into the vacancy.
- C. **Rate of Pay.** An employee transferred to a lower paying classification will receive his regular rate of pay for the duration of the temporary transfer. An employee transferred to a higher paying classification will be paid the higher rate of pay for the duration of the transfer.

Section 3. Lateral Transfer Request.

- A. **Definition.** A lateral transfer is a transfer to a different classification at the same rate of pay into another City department covered by this bargaining agreement.
- B. **Procedure.** In the event the Employer determines a vacancy is available within a bargaining unit classification, employees desiring to transfer laterally to openings in other departments may submit a request in writing to the Human Resources Department during the posting period. This request will be the same process as outlined in Section 1. B.
- C. **Request Period.** Requests made for lateral transfer must be made by employees during the five (5) calendar days posted period.
- D. **Award/Procedure.** The City will evaluate the transfer applicants on the basis of the criteria set forth in Section 1.C. and award the position to the applicant on that basis. The probation period for a lateral transfer to a new position will follow the process described in Article 19, Section 1.D.

Section 4. Voluntary Demotion.

- A. **Definition.** A voluntary demotion is a transfer to a different classification that has a lower pay range than the classification currently occupied by the employee.
- B. **Procedure.** In the event the Employer determines a vacancy is available within a bargaining unit classification, employees desiring a voluntary demotion may submit a request in writing to the Human Resources Department during the posting period. This request **will** be the same process as outlined in Section 1.B.
- C. **Request Period.** Requests made for voluntary demotion must be made by employees during the five (5) calendar day posted period.

- D. Award/Procedure.** The City will evaluate the applicants on the basis of the criteria set forth in Section 1.C. and award the position to the applicant on that basis.
- E. Pay.** The employee's step position within the employee's new classification will be the same step position the employee held prior to the voluntary demotion. The employee's pay will be reduced accordingly, and the employee will advance automatically through any remaining steps of the new classification range every twelve (12) months from the effective date of the voluntary demotion until the top step is obtained.

ARTICLE 20

PERFORMANCE EVALUATIONS

Section 1. Annual Evaluations. Each employee will be evaluated by his immediate non-bargaining unit supervisor at least once each calendar year. The supervisor will meet with the employee to discuss the evaluation, and the employee will be given an opportunity to discuss the ratings and comments with the supervisor. Both parties are required to sign and date the evaluation form. In the event an employee refuses to sign the evaluation form, it must be noted on the form by the employee's supervisor.

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

ARTICLE 21

PERSONNEL RECORDS

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

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

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

ARTICLE 22

LEAVE OF ABSENCE WITHOUT PAY

Section 1. Amount. Upon successful completion of the probationary period, a full-time employee

may be eligible, upon approval of the Mayor or Mayor's designee, for a personal leave of absence without pay or interruption of seniority, upon request. Such leave of absence will not exceed seventy-five (75) calendar days. Benefit continuation will be available in accordance with Federal and State law.

Section 2. Procedure. All leaves of absence and any extensions thereof must be applied for by submitting a Leave Request to the employee's supervisor and letter to the Human Resources Manager. Any request for a leave of absence will be considered and answered in writing promptly. If the leave is denied, the reason/s will be specified.

Section 3. Return from Leave/Documentation. An employee may, upon request, return to work prior to the expiration of any leave of absence only if such early return is approved by the Mayor or Mayor's designee. Any employee who has been on any type of leave, at the request of the Mayor or Mayor's designee, will submit a medical certificate indicating fitness to return to duty.

Section 4. FMLA. Leave that qualifies as Family Medical Leave will be provided in accordance with the Act.

ARTICLE 23 **VACATION**

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

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

Section 2. Crediting of Vacation for Personnel. Each full-time employee will be entitled to accumulate vacation credits for each paid hour they are in active pay status. Active pay status includes vacation, holiday, sick, personal, union leave, funeral leave, compensatory time, jury duty and approved training. The hourly accumulation rate per paid hour is as follows:

<u><i>Length of Service</i></u>	<u><i>Hourly Accum. Rate/Paid Work Hour</i></u>	<u><i>Calendar Year Equivalent</i></u>
0 - 4 years	.0385	2 weeks per year
5 - 9 years	.0577	3 weeks per year
10 - 14 years	.0770	4 weeks per year
15 years and over	.0962	5 weeks per year

Section 3. Length of Service Adjustment. Each covered employee's hourly accumulation rate per paid hour will automatically be adjusted to the appropriate rate shown in Section 2 above as the employee's service qualifies them for the change.

Section 4. Carry-Over for Full-Time Employees. A maximum of forty (40) hours plus one (1) year's accrual of vacation hours may be carried over into the following year. Any vacation leave not used in the calendar year that is in excess of the maximum permitted carry-over is forfeited.

Full-time employees are permitted to take vacation leave in increments of one-quarter (1/4) hour. An employee may choose to use a vacation period of up to forty (40) hours by submitting a request to the employee's immediate supervisor, provided it does not conflict with time previously scheduled off in accordance with Section 6 of this Agreement. Requests for use of vacation must be submitted two (2) work shifts prior to the time off and receive approval.

Section 5. New Hire Probationary Period Employees. Upon completion of the probationary period, employees may schedule time off using accrued vacation.

Section 6. Vacation Selection/Scheduling for Full-Time Employees. All vacation requests are subject to the operational needs of the Employer, and each department, where applicable, will establish an annual vacation request period to allow for pre-scheduling vacation. The annual vacation request period will begin on November 1 and will be completed in no later than forty-five (45) calendar days. Employees will be permitted to request vacation time off should it be available, by bargaining unit seniority within the applicable classification. Requests for full weeks of vacation will take precedence over requests for less than that amount if submitted during the pre-scheduling period. Requests for vacation time usage after the annual pre-scheduling period will be granted on a first come, first serve basis.

Section 7. Vacation Sell-Back for Full-Time Employees. By November 1 of any contract year, upon approval of the Department Head, an employee may be permitted to sell accumulated but unused vacation leave according to the schedule below, at the employee's regular base hourly rate. The amount will be paid by separate check in December.

<u>Vacation Entitlement</u>	<u>Maximum Carry Over</u>	<u>Maximum That Can be Sold</u>
2 weeks	1 year plus 40 hours	0 week
3 weeks	1 year plus 40 hours	1 week
4 weeks	1 year plus 40 hours	2 weeks
5 weeks	1 year plus 40 hours	3 weeks

Section 8. Transfers. In the event an employee transfers to another job classification, and/or Division, management reserves the right to deny his/her vacation if a vacation conflict exists.

Section 9. Vacation Severance. Upon termination of city employment (retirement of any kind, resignation, discharge, death), the employee or the employee's estate/designated beneficiary will be paid one hundred percent (100%) of the employee's accrued but unused vacation at the employee's then-current rate of pay.

Section 10. Part-time Vacation Service Credit. Part-time employees will earn vacation service credit on the basis of the amount of hours worked in a given year prorated to those regularly scheduled hours for full-time personnel (i.e., one thousand forty (1,040) hours worked equals one-half year of vacation service credit). Upon appointment to full-time status, a part-time employee will become eligible for vacation and be credited with his prior part-time service credit on the full-time scale.

Section 11. Part-Time Vacation Eligibility/Accrual. Part-time employees will earn vacation based upon the amount of hours they work in the previous calendar year provided that they work a minimum of five hundred (500) hours. The maximum annual amount of vacation available to be earned annually is forty (40) hours for the prior year's service. Part-time employees will be credited up to the maximum amount on the basis of the amount of hours worked annually prorated to that of a full-time employee (i.e., one thousand forty (1,040) hours worked equals twenty (20) hours of vacation earned).

Section 12. Part-Time Vacation Scheduling/Usage. All vacation requests for part-time employees are subject to the operational needs of the Employer. Requests for usage will be in minimum increments of a full work shift, and all vacation will be used during the calendar year credited. Any vacation time not scheduled and utilized during the calendar year credited will be forfeited, unless the remaining time is less than a full work shift. Any time remaining that is less than a full work shift will be paid to the employee.

ARTICLE 24 **HOLIDAY PAY**

Section 1. Holidays. Full-time employees in the bargaining unit will receive eight (8) hours of pay at their regular rate (i.e., holiday pay) for each of the following holidays:

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

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

Section 3. Personal Holiday/Scheduling. In addition to those holidays listed in Section 1, full-time employees who have completed their probationary periods will be eligible for one (1) personal holiday. The personal holiday must be scheduled a minimum of two (2) work shifts prior to the requested day off and be approved by the Supervisor before the time off is taken, unless otherwise authorized.

Section 4. Holiday Observance for Weekend Holidays and Winter “B” Shift. For employees whose workweek consists of shifts scheduled from Monday through Friday, when a holiday falls on a Saturday, the preceding Friday will be observed as a holiday. When a holiday falls on a Sunday, the following Monday will be observed as a holiday.

For employees whose work week consists of a shift scheduled other than Monday through Friday when a holiday falls on a Friday or Saturday, the preceding shift will be observed as a holiday. When a holiday falls on a Sunday or Monday, the shift following the holiday will be observed as a holiday.

During periods of Winter Work Shift scheduling, employees assigned “B” shift (hours 7:00 p.m. to 3:00 a.m.) which overlaps two (2) calendar days, will observe paid holidays from 7:00 p.m. to 7:00 p.m. on their scheduled work day. For “B” shift employees, the observed holiday will begin at 7:00 p.m. on the eve of the actual holiday. For purposes of example, Christmas, 2021 is Friday, December 25, 2021. The observed 24-hour holiday for “B” shift employees will begin on Thursday, December 24, 2021 at 7:00 p.m. and will end on Friday, December 25, 2021 at 7:00 p.m. Therefore, work performed after 7:00 p.m. on December 25, 2021 will not be considered work performed on the holiday.

Section 5. Rate of Pay for Work on Holidays.

- A. **Full-Time Employees.** In addition to being eligible to receive holiday pay as provided in Section 1, full-time employees that work New Year’s Day, Thanksgiving Day, and Christmas Day will receive two (2) times their normal rate of pay for all hours worked. Full-time employees working any of the remaining holidays listed in Section 1 will receive one and one-half (1 1/2) times their normal rate of pay for all hours worked, in addition to any holiday pay for which they are eligible to receive.

Winter Work Shift Holiday Pay. Employees assigned “B” shift (hours 7:00 p.m. to 3:00 a.m.) which overlaps two (2) calendar days, will be paid two (2) times their normal rate of pay for all hours worked on the “B” shift observed holidays of New Year’s, Thanksgiving, and Christmas from 7:00 p.m. to 7:00 p.m. For all other “B” shift observed holidays from 7:00 p.m. to 7:00 p.m., employees will receive one and one-half (1 1/2) times their normal rate of pay for all hours worked. Holiday pay is in addition to pay for hours worked.

- B. **Part-Time Employees.** Part-time employees working on a holiday will receive one and one-half (1 1/2) times their regular rate of pay for all hours actually worked on the nationally recognized holiday from 12:00 midnight to 12:00 midnight, unless the Part-time employee is working the Winter “B” shift (hours 7:00 p.m. to 3:00 a.m.). All Winter “B” shift employees--whether Full-time or Part-time--will recognize holidays from 7:00 p.m. to 7:00 p.m. Part-time employees are not paid at two (2) times their normal rate of pay, nor do Part-time employees receive holiday pay.

Section 6. Holidays During Periods of Leave.

- A. **Vacation.** If a holiday falls during an employee's vacation period, he will be paid for the holiday and not charged with vacation for that day.
- B. **Sick Leave.** If a holiday is observed while an employee is on sick pay, he will be paid holiday pay for the holiday within the same period that all other employees receive holiday pay and will not be charged sick leave for that day, subject to the eligibility provisions of this article.
- C. **Other Leaves.** If a holiday falls during the time an employee is on jury duty, funeral leave or workers' compensation, the employee will receive holiday pay for the holiday and not be charged with jury duty, funeral leave, or workers' compensation leave for that day.

ARTICLE 25 **SICK LEAVE**

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

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

Section 2. Accrual/Accumulation. Full-time employees will receive ten and one-half (10.5) hours of sick leave for each completed calendar month they are considered in an active pay status. Active pay status includes vacation, sick, personal, Union leave, funeral leave, compensatory time, jury duty, and approved training. Unused sick leave will be cumulative without limit. Overtime will not be counted as hours worked for the purpose of calculating an employee's sick leave accumulation. Except as provided in Section 5 below, sick leave will not be counted as hours worked for the purpose of determining overtime.

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

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

Section 5. Sick Leave Usage for Medical Appointments. Employees will make every effort to schedule appointments with medical professionals outside their normal work day. Employees requesting the use of pre-approved sick leave for appointments with medical professionals must provide at least forty-eight (48) hours notice for such prescheduled appointments. If an employee is off sick and provides documentation from a physician verifying the appointment and consultation for the sick leave taken, such sick leave will be considered as time actually worked for the purpose of determining overtime. If an employee does not provide documentation from a physician for the sick time taken, this time will NOT be considered as time worked for the purposes of determining overtime. To be effective, documentation must be submitted to Human Resources no later than 9:00 a.m. on the Payroll Monday following the sick leave.

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

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

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

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

Section 10. Sick Leave Transfer. An employee, who transfers from one public agency to another, will be credited with the unused balance of his accumulated sick leave. It will be the employee's responsibility to furnish to the Human Resources Department a written, signed statement from previous public employers to justify the transfer of such leave.

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

Section 12. Sick Leave Time Bank. A Sick Leave Time Bank will be established that will be administered by the Time Bank Committee in accordance with Appendix A.

ARTICLE 26 **FUNERAL LEAVE**

Section 1. Up to seven (7) regularly scheduled work days of absence with pay, one of which must include the day of the funeral, will be provided to a full-time employee in the event of the death of an employee's spouse, foster child, step parents, parent(s), child or stepchild, provided proper proof is provided to the Employer/designee.

Section 2. Up to three (3) consecutive regularly scheduled work days of absence with pay, one of which must include the day of the funeral, will be provided to a full-time employee in the event of the death of an employee's grandparent(s), grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law and/or sister-in-law, and grandparents-in-law, provided proper proof is provided to the Employer/designee.

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

Section 4. At the discretion of the Employer/designee, and for legitimate reasons related to the death (e.g., to administer an estate), the requirement that funeral leave must be taken in consecutive regularly scheduled work days may be waived. Use of Funeral leave, however, will not be allowed after four (4) months have passed since the death.

ARTICLE 27 **JURY DUTY**

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

Section 2. Compensation. A full-time employee will suffer no loss of straight time pay if selected for jury duty that coincides with regular work hours. The employee will not be required to reimburse the City for any remuneration received for such appearance.

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

ARTICLE 28

MEDICALLY RESTRICTED EMPLOYEES

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

Section 2. Fitness for Duty Exam. Fitness for duty examinations are intended to guard the health and safety of employees and the public and may be ordered when the Employer has reasonable cause an employee may not be able to perform the essential functions of his position, i.e., whether the employee is fit for duty. Reasonable cause shall be based on objective observations or information that the employee may not be fit to perform the essential job duties of his regular position. An employee is "Unfit for Duty" if the employee is unable to perform the essential functions of the employee's job with or without reasonable accommodation or the employee cannot perform the essential duties of the job without causing an unreasonable risk of harm to the employee or others.

Should reasonable cause exist that an employee is Unfit for Duty the Employer may require the employee to be evaluated by an examining professional which includes a physician, psychologist or psychiatrist selected and paid for by the Employer. The examining professional selected shall have experience in occupational medicine or experience in the relevant specialty considering the employee's condition. Alternatively, the Employer may select an examining professional suggested by the employee.

Following the examination, the examining professional shall provide the Employer and the employee a written report detailing the examining professional's determination of whether the employee is fit for duty. At any time during this process, or after receipt of the report from the Employer's examining professional, the employee will have the right to submit a fitness for duty evaluation by an examining professional of the employee's choice. The examining professional may provide specification of action the employee may take to render the employee fit for duty. In the event the opinions of the examining professionals are in conflict, the employee will be given a reasonable amount of time to provide additional medical information to the Employer's examining professional. The Employer and employee, with a Union representative if the employee requests, shall discuss possible reasonable accommodations.

Section 3. Unfit for Duty Determination. Should the Employer's physician determine that an employee is Unfit for Duty for an undetermined period of time or where a return to work date is not foreseeable, the Employer reserves the right to initiate separation proceedings.

- A. **Disability Retirement.** Should an employee be deemed Unfit for Duty for an undetermined period of time, the Employer shall permit the employee to use any

available leave so long as the employee who is eligible applies for a disability retirement as soon as possible, and provides the Employer, upon request, verification of the disability retirement application and the employee's good faith efforts to process the application in a timely manner. Under such circumstances, the employee shall be permitted to use available leave up and until a determination is made by the Ohio Public Employees Retirement System on the employee's disability application which will be immediately communicated to the Employer. When absence from work qualifies as Family Medical Leave, FMLA will run concurrently with any available paid leave. An employee separation on the basis of being Unfit for Duty shall be non-disciplinary and is not subject to the Grievance Procedure.

- B. An employee who is currently Unfit for Duty, yet determined to be capable of returning to duty based on the Employer's examining professional's assessment, will be permitted to utilize available leave until released to return or such leave is exhausted.

ARTICLE 29 **INJURY PAY**

Section 1. Procedure. In the event a full-time employee suffers a work-related injury which is compensable under the State Bureau of Workers' Compensation provisions, the employee will utilize available sick leave commencing with the second day of the injury. The employee will cooperate in completing the necessary forms for reimbursement for workers' compensation payments to the employee. Upon receipt of payments from the Bureau of Workers' Compensation, the employee will assign amounts received to the City. The City will then credit the employee's sick leave balance the equivalent amount of hours based on their current rate of pay, (e.g. Payment received \$100; hourly rate of pay \$20 = 5 hours sick leave credited back to employee's sick leave balance.) In the event an employee exhausts his sick leave or does not have available paid leave to cover the period of his absence, he may petition the Union's Sick Leave Time Bank (See Appendix A of the Collective Bargaining Agreement).

Section 2. Wage Continuation Policy. For so long as the City determines the wage continuation policy is feasible, employees will be offered the option of participating under the terms of that policy. Should the City determine to discontinue the policy, employees will still be eligible for injury pay benefits pursuant to Section 2.

ARTICLE 30 **HEALTH AND LIFE INSURANCE BENEFITS**

Section 1. The City will provide all full-time employee(s) covered by this Agreement health care coverage (medical, Rx, dental, vision) and other related health insurance benefits under the same terms and conditions as provided to non-bargaining employees of the City. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverage(s), utilization, options available to it under and compliant with the requirements of the Patient Protection and Affordable Care Act and the Health Care Education Reconciliation Act of 2010, hereafter "Affordable Care Act" or "ACA." The City will meet and confer with the Unions

(all recognized bargaining units) regarding costs and levels of coverage, but the City will make the final determination if a consensus is not reached.

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

Section 3. Contribution Rates. Employees electing to participate in the City's health insurance with full participation in the City Health Fair will contribute a sum equal to the below listed percentages of the monthly premium for selected coverage as follows:

Full Health Fair Participants

Effective 4/16/22:	10.0%
Effective 1/1/23:	10.0%
Effective 1/1/24:	10.0%

Less than Full Health Fair Participation/Non-Participants

Employee Contribution: +5% higher than above percentages.

For purposes of the phrase "full participation," an employee will be considered a full participant by voluntarily undergoing all offered screening, testing, and other medical services offered at the City health fair. In the event that an employee does not wish to receive testing, screening, or services through the City health fair, he will be able to be considered as being a full participant if he undergoes all screening, testing, or other medical services provided at the health fair through his private physician. In order to certify alternative participation, the employee will be required to complete a City form certifying that the screening, testing, or other medical services have been provided and complete a release that will permit the Employer to verify with the health provider the date/time when completed.

No full-time employee will be required to contribute an amount that would exceed the affordability limits under the ACA. Any employee who believes his contribution exceeds the maximum allowable by law of his household income should submit a written request for review to the Human Resources Manager.

Section 4. Coverage Coordination. If both spouses are employed by the City, they will be offered one (1) family coverage but they may select the spouse that will make the premium contribution.

Section 5. Health Care Committee. The City will establish a joint committee on health care benefits which includes representative(s) from each of its bargaining units. The joint committee will evaluate periodically the benefits and costs, and make recommendations to the City for cost containment measures. Should the City find it necessary to change the levels of benefits during the term of this agreement, the Employer will present any proposed changes to the Health Insurance Committee and the Union at least thirty (30) days prior to the effective date of any such changes. Upon the request of the Union, the Employer will meet with the Union to discuss the

proposed changes and any alternatives. If the parties are unable to reach agreement, the Employer may implement the changes.

Section 6. Life Insurance. The City will maintain life insurance in the amount of fifty thousand dollars (\$50,000) for each full-time bargaining unit employee.

ARTICLE 31 **EDUCATIONAL ASSISTANCE/TRAINING EXPENSES**

Section 1. Amount. Provided a full-time employee obtains prior approval from the Employer/designee, he will be reimbursed in the amount of eighty percent (80%) for the cost of tuition, book fees and related expenses incurred for any job-related or management degree courses provided by any local college or university. Reimbursement is limited to Four Thousand Dollars (\$4,000.00) annually, contingent upon meeting City policy requirements and upon the employee obtaining a grade of “B” (3.0) or better.

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

Date of Termination Within

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

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

ARTICLE 32 **P.E.R.S.**

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

ARTICLE 33 **AUTOMOBILES**

Section 1. Employees conducting City business are to use city vehicles when a vehicle is available.

Section 2. The City agrees to reimburse employees for the use of their private automobiles in the performance of any duty assigned by the Department Head which necessitates the use of said private automobile. This reimbursement will be paid by separate check in the per mile amount established by the Finance Director using the Federal Reimbursement Rate.

Section 3. Employees will not be reimbursed for mileage incurred traveling to or from work or call back duty.

ARTICLE 34 **UNIFORMS, EQUIPMENT, AND DRESS**

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

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

Section 2. Safety Footwear. The City will provide each employee required to wear safety footwear a **Purchase Order (P.O.)** number authorizing the employee to spend an amount up to **Two hundred twenty-five dollars (\$225.00 “Employer Amount”)** annually to be used to acquire **one pair of** safety work shoes or boots, at a retailer(s) authorized by the City, subject to the following conditions:

1. Safety shoes must be worn when working;
2. Safety shoes must be approved by the Division Head or Director and meet requirements of American National Standards Institute;
3. Safety shoes will not be worn for general usage as ordinary clothing, but are to be worn for work only;
4. **Safety shoes or work boots are purchased between January 15 through October 31; and**
5. Employee provides a receipt to the employee’s supervisor after obtaining the safety shoes.

A new employee may purchase safety shoes or work boots after the probationary period ends. The employee will replace or repair, if deemed unserviceable upon inspection by the Division Head or Director, due to severe wear or for accidental or catastrophic incidents.

Section 3. Inclement Weather Gear. The following inclement weather gear will be supplied by the City for personnel required to work outdoors as part of their normal duties **after the successful completion of the employee's initial probationary period:**

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

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

Section 4. Return of Uniforms and Personal Gear upon Termination of Employment. Employees must return all articles of clothing and personal gear that was provided by the City and considered City property, at the time the employee leaves employment with the City. If an employee fails to return any item of clothing or personal gear, the replacement cost of any non-returned item(s) will be deducted from the employee's final paycheck. Such City items include:

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

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

ARTICLE 35 **COMPENSATION**

Section 1. Wage Rates. The wage schedules for employees are set forth in Appendix B which are attached hereto and incorporated herein. General wage increases beginning on the dates set forth below will be as follows:

1 st year of the Agreement (effective 4/16/2022)	3.0% increase
2 nd year of the Agreement (effective 4/16/2023)	3.0% increase
3 rd year of the Agreement (effective 4/16/2024)	3.0% increase

Section 2. Out of Classification Pay. An employee who is permanently and/or temporarily promoted to a higher classification will be paid at the Step which will result in a 5% wage increase.

Section 3. Shift Differential Pay. Full and part-time employees will receive the following shift differential for only hours worked as follows:

- Employees whose regular work shift is “B” during Winter Work Hours will receive a fifty cent (\$.50) per hour shift differential.
- **The shift differential for “B” shift during Winter Work Hours shall also be paid for holidays and vacation.**

Section 4. Wage Schedule Administration. The parties agree that movement within the step system is only effective to the extent that the parties’ agreement is in effect, and that movement between steps will not occur after the expiration of the parties’ agreement until such time as a new agreement is in effect.

Section 5. Longevity Compensation. All full-time employees will receive longevity compensation in a lump sum amount based on continuous years of service with the City of Green as shown in the table below.

Years of Service	Longevity Pay
5-9	\$225
10-14	\$325
15-19	\$575
20 or More	\$825

Section 6. Longevity Years of Service. Years of service for the purpose of determining longevity payments is the number of full-time years of continuous service completed at the City of Green by November 15 of each year. Only full-time employees will be eligible.

Section 7. Longevity Payments. Longevity will be paid on the first regular pay date of December each year in a separate check. Required taxes will be withheld as with any other paycheck.

Section 8. Retirement and Longevity. Employees who retire will receive a pro-rated longevity amount on the same pay date as vacation and sick leave accruals are paid out. Employees who end employment with the City of Green for any reason other than retirement are not eligible for longevity unless employed by the City on the pay date of the December longevity paycheck. Vacation, sick leave and comp time do not apply.

Section 9. Pesticide License. Employees shall receive an additional \$.15 per hour added to their base rate of pay for hours worked from April 1 through November 30 each year when all the conditions below are met.

- A. The Director of Public Service determines the number of pesticide licensed employees needed per division to maintain City grounds and right-of ways; and**
- B. The employees designated by management acquire and maintain the Department of Agriculture Commercial Pesticide Applicator License with City assistance to pay for the license upon successful completion of the course work and test passage; and,**

- C. The licensed employee utilizes the Commercial Pesticide Applicator License in the course of working for the City of Green as assigned; and,
- D. The additional \$.15 per hour is applied to earnings beginning April 1 through November 30 each year.

ARTICLE 36 **PAYROLL**

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

ARTICLE 37 **DISCIPLINE**

Section 1. The tenure of every employee subject to the terms of this agreement will be during good behavior and efficient service. No employee will be demoted, suspended (including working suspensions), discharged, or removed except for grounds stated in Section 3 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause and may take into account all discipline in effect regardless of how characterized or classified. Forms of disciplinary action are:

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

An employee who is given a working suspension (i.e., suspension of record) will be required to report to work to serve the suspension and will be compensated at the regular rate of pay for hours worked. The working suspension will be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Disciplinary Timelines. Except where the Employer determines that an investigation of alleged misconduct is required, discipline against an employee will be issued within fifteen (15) work days of the Employer's knowledge of the action that initiated disciplinary action. This date may be extended by mutual agreement. No delay in taking action nor denial of an extension request will be unreasonable. The failure to adhere to this timeline will not invalidate nor serve as the basis for mitigation in any disciplinary action.

Section 3. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public and/or co-workers, neglect of duty, absence without leave, substance abuse, violation of City or department work rules, regulations, policies, or procedures, failure of good behavior, violation of Chapter 124 or Rules of

the Civil Service Commission, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, will be cause for disciplinary action.

Section 4. Representation/Predisciplinary Conference. An employee will have the right, upon request, of a local Union steward at any step of the disciplinary process or counseling session for the purpose of resolving any dispute. Whenever the Employer determines that an employee may be suspended, demoted, or discharged for disciplinary reasons, the Employer will notify the employee in writing of the charges against the employee. A predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The predisciplinary conference procedures will be established by the Employer. The affected employee may request any such predisciplinary conference rescheduled in order to permit a representative of Ohio Council 8 to be present. Pursuant to the terms of Article 46, this provision will not apply to those instances of discipline imposed pursuant to the ODOT Driver Drug/Alcohol Abuse Policy.

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

Verbal Warning	12 months
Written Reprimand	18 months
Suspensions of 5 days or less	24 months
Suspensions of 6 days or more	30 months

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

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

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

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

Section 10. Disciplinary Grievances. Grievances regarding suspensions and/or discharges will be initiated at Step 3 of the Grievance Procedure, in accordance with the applicable time limitations.

ARTICLE 38

SAFETY AND HEALTH

Section 1. The City will make reasonable provisions for the safety and health of employees on the City's premises during hours of employment. Employees will be provided with access to adequate first aid equipment. Proper heating, ventilation and sanitary facilities will be provided and kept in good condition by the City. Unsafe and/or unhealthy conditions that are brought to the attention of the City through established procedures will be corrected as soon as reasonably feasible. The employee(s) accepts the responsibility not to neglect or abuse equipment, tools, or work area, and accepts the responsibility to follow all safety rules and safe working methods as prescribed by the Employer's policies and procedures. All unsafe working conditions must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. In the event that the City receives information concerning an employee's inability to safely or effectively perform the essential job functions of the employee's position, the City may require an employee to undergo a physical or psychological examination, as permitted by state and federal law, with a healthcare or mental health professional selected by the City, at the City's cost.

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

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

An employee may be required to undergo testing for alcohol and/or controlled substances if the non-bargaining supervisor has witnessed conduct constituting that reasonable suspicion exists. If test results are positive, or if the employee refuses testing, the offense will be considered serious and the employee will be subject to disciplinary action under the provisions of Article 37 of this Agreement.

Section 3. CDL Medical Certificate Requirement. All employees within CDL required positions will maintain and retain a current Medical Examiner's Certificate. This certificate will be renewed at least every two (2) years. A current copy of the certificate will be provided to the City HR Department and updated as required per this section.

Any employee failing to obtain or maintain a valid, current CDL Medical Examiner's Certificate for a non-medical condition may, commencing with the first full pay period following the certificate's expiration, be demoted to the Service Worker I classification and take the applicable rate of pay, at the appropriate time based step, for that classification should the Employer determine that there is a position and work available for him to perform.

Should the Employer determine that no position is available or should the Employer determine at any point that no work is available, the employee will be placed on an unpaid leave of absence. Such temporary demotion or unpaid leave will not exceed thirty (30) calendar days, unless such is

approved by the Employer. In the event that the employee does not remedy his failure to maintain a valid certificate within thirty (30) calendar days or the time period designated by the Employer, whichever is later, he will be terminated for failing to remain qualified to perform the duties of his position.

In the event that the employee's inability to obtain the required CDL Medical Examiner's Certificate is due to a medical condition for which the employee is seeking treatment, the unpaid leave will not exceed one hundred eighty (180) calendar days. Failure of an employee to pass the physical will be treated as a medical condition. An employee will be required to utilize paid leave, if available, until such time is exhausted or until the one hundred eighty (180) calendar day period runs. An employee who is incapable of obtaining the required CDL Medical Examiner's Certificate beyond the one hundred eighty (180) calendar day period will be required to utilize his available paid leave until such time is exhausted and then will be placed on disability separation.

ARTICLE 39

LABOR/MANAGEMENT COMMITTEE

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

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

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

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

ARTICLE 40

UNION NEGOTIATING COMMITTEE

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

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

ARTICLE 41 **BULLETIN BOARD**

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

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

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

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

ARTICLE 42 **UNION MEETINGS AND REPRESENTATION**

Section 1. Union Stewards. Employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances under the grievance and arbitration procedure of this Agreement will be known as Stewards. The Union will designate the shift and area each Steward will be permitted to represent.

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

Section 3. Access. Accredited representatives of the Local Union will have access to the City's facilities for the purpose of investigating grievances, and meeting with Local Union representatives

or City representatives and employees concerning matters covered by the terms of the Agreement. However, before entering the City's facilities, the representatives will obtain authorization from the City.

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

Section 5. Grievance Meetings/Union Activity on Work Time. A Union Steward will be permitted to attend grievance meetings if scheduled by the Employer to occur during work time. The investigation, writing, and processing of grievances or any other Union activity not specifically provided for under this Agreement will not be done on work time without prior approval. Should it be necessary for a Union representative to leave his work for the purpose of investigating a problem regarding wages, hours of work, or working conditions, he will arrange with his immediate supervisor for his absence from the job/work area and make arrangements for his presence in another work area by advising the non-bargaining Supervisor or Department Head. Should the Union representative need to discuss an issue with another employee as part of the investigation, the Union representative will make arrangements with the non-bargaining Supervisor or Department Head and advise them of the approximate time required. Such time away from work will be conducted on a reasonable basis.

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

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

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

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

ARTICLE 43
UNION CONVENTIONS AND CONFERENCES

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

ARTICLE 44
PRINTING OF CONTRACTS

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

ARTICLE 45
MAINTENANCE OF STANDARDS

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

ARTICLE 46
DOT DRIVER DRUG/ALCOHOL ABUSE POLICY

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

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

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

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

vehicle), or the employee's position is one that requires under law a zero threshold for certain drugs and/or alcohol, the penalty for drugs and/or alcohol abuse may be termination of employment and, in certain cases, other sanctions as provided for under the law.

ADDITIONAL PROCEDURES

1. A Union representative will be allowed to accompany the employee to the collection facility only when the employee specifically requests Union representation. The Union representative will not be permitted to observe the collection of the sample by the employee.
2. All time spent administering an Alcohol and/or Controlled Substance Test, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable, if the test results are negative. The City of Green will pay all costs associated with the administration of alcohol and drug tests. Once a positive test is reported, the employee must utilize all available sick leave, vacation time, and other leaves as stipulated by the contract if he is entered into a program of rehabilitation as part of his treatment.
3. The City of Green and the Union (if authorized, in writing, by the employee) will be given a copy of the Laboratory Report of both specimens before discipline is administered. An employee who tests positive for illegal use of any drug or alcohol as a first offense will be subject to a disciplinary suspension for thirty (30) calendar days without pay, (this discipline is not subject to the provisions of Article 37, Section 4). The employee will be referred to a counseling or rehabilitation program. Employees who are suspended and return to work must show proof of ongoing cooperation and compliance with the recommendations of the counseling, rehabilitation and after-care program; failure to comply will result in termination. Any repeat offense of positive test results will result in termination.

ARTICLE 47 **TOOL PROVISIONS**

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

ARTICLE 48 **SUCCESSOR CLAUSE**

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

ARTICLE 49 **SAVINGS CLAUSE**

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

ARTICLE 50 **SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING**

Section 1. Waiver. The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter appropriate for collective bargaining as defined by Section 4117, etc., of the Ohio Revised Code and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

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

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

ARTICLE 51 **LICENSURE MAINTENANCE/REPORTING REQUIREMENTS**

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

The employer will pay on behalf of a current employee without a Commercial Driver's License the cost of obtaining the license. The Employee will be responsible for the costs associated with renewal of the Commercial Driver's License.

Section 2. Penalties for Failure to Maintain Required Licensures. The parties agree that the following provisions will govern instances where an employee fails to maintain the required licensure.

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

Should the Employer determine that no vacancy exists or that non-licensure work is no longer available, the employee will be placed on an unpaid leave of absence until such time as the failure/suspension/revocation is remedied or lifted. Within fourteen (14) calendar days of the failure/suspension/revocation being remedied or lifted, the employee will take the necessary actions to reinstate his license, present to the Employer the valid necessary license, and return to duty. An employee that fails to take the necessary steps to reinstate his license and/or return to duty within the fourteen (14) calendar days of the failure/suspension/revocation being remedied, will be considered to have voluntarily resigned from his position.

- B. **1st Offense- Failure to Maintain Licensure Without Notice to the Employer.** The parties agree that if an employee fails to maintain a valid necessary license and fails to notify the Employer of such failure/suspension/revocation as described above, then such failure will constitute just cause for purposes of termination. The parties agree that it is the employee's obligation to know the status/remain informed of the status of his license at all times. The only issue to be put before an arbitrator, should the Employer's decision to issue discipline be challenged, is whether or not the employee provided notice to the Employer of the failure/suspension/revocation.

- C. **2nd Offense- Failure to Maintain Licensure.** The parties agree that if an employee fails to maintain a valid necessary license for a second time during the term of his employment, where his classification requires the maintenance of a valid license, the employee will be subject to discipline, up to and including termination, for failure to remain qualified to perform the duties of his position.

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

ARTICLE 52 **DURATION**

Section 1. This Collective Bargaining Agreement will be effective from **April 16, 2022** and will continue through April 15, 2025, unless either party gives timely written notice to the other of their intent to commence negotiations.

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

APPENDIX A
SICK LEAVE TIME BANK

1. **Purpose:**

- A. The purpose of the time bank is to assist a member of the program, in the event they are affected by an illness or incapacitated due to an off-duty injury to that member which causes the member to use all the compensated time off available to them.

2. **Eligibility:**

- A. Any AFSCME, Local 2714 member, hereinafter referred to as Employee, who has completed their initial probation period, is eligible to join the program. Employees will be afforded the opportunity to join the program within forty-five (45) days after the initial establishment of the time bank committee. Employees who are not eligible due to not having hours to donate, will express their intent to join in writing within the above stated forty-five (45) day period, and will be allowed to become members on the first opportunity they have to donate hours. After the initial enrollment period, Employees will have the opportunity to join during the months of January or June in each subsequent year.
 - 1. The Time Bank Committee may review any applicant's past record of sick time before allowing the applicant to join the program.
 - 2. A past record of sick time abuse will be sufficient to refuse any applicant admission into the program per established Committee rules.

3. **Time Donation:**

- A. Each employee who wishes to enroll in the time bank will be required to donate eight (8) hours of time to the program at the time they join. Eligible time to be donated:
 - 1. Sick leave.
 - 2. Compensatory time.
- B. When the available time in the Time Bank is reduced to two hundred (200) hours through withdrawals, an additional donation of five (5) hours will be required from each member to replenish the hours used.
- C. If a member is called upon for a donation and fails to respond within fourteen (14) days, they will be dropped from the program providing they have available hours to donate. If a member fails to respond due to having insufficient hours to donate, they will be continued in the program providing they contribute at the first opportunity they have hours available.

APPENDIX A
SICK LEAVE TIME BANK
(Continued)

4. Time Bank Administration:

- A. The Time Bank will be maintained and administered by the Vice President of the Union, who will report, in writing, any applications for withdrawal or donations to the Time Bank Committee.
- B. The Committee will include the following:
 - 1. Two members appointed by the Union President.
 - 2. The Local Union President or his designee.
 - 3. The Human Resources Manager or designee.
 - 4. The Steward of the affected Employee.
- C. The Committee will investigate each member applying to withdraw time from the Time Bank and assure the member meets all the established requirements for the withdrawal of time.
- D. A majority vote of the Committee will be the determining factor in the eligibility of the applying member to withdraw hours from the Time Bank.

5. Use of Time Bank:

- A. When a member off-duty has used all their available compensated time off and within fifteen (15) days of this event, he may request, in writing, assistance from the Union by making such written request to the Local Union Vice President or President. The Vice President or the President will notify the Time Bank Committee to have a hearing to determine the eligibility of the individual applying to the program.
- B. The member will furnish such information and physician's statements to the Committee as they may require to make a decision.
- C. Any member drawing time from the Time Bank may be required by the Committee to furnish additional information or physician's statements during the time the member is off work.
- D. The maximum length of time available to any one member through the Time Bank is one hundred and sixty (160) hours in a twelve (12) month period; however, under exceptional circumstances, a member may apply for one extension of time within the same twelve (12) month period, not to exceed eighty (80) hours if their physician will assure the Committee that at the end of the extension of time, the member will be sufficiently recovered to return to duty.

APPENDIX A
SICK LEAVE TIME BANK
(Continued)

- E. In no case where sick leave has been abused by the member will they be granted time from the Time Bank.
 - 1. The Committee will have the right to determine if sick leave has been abused in the past by investigating an Employee's past record of sick leave usage to determine the character and frequency of any sick leave taken.
 - 2. The Committee will have the right to require proof of illness or injury from the Employee to enable the Committee to investigate past sick leave use.
- F. Additional qualifications may be imposed from time to time by agreement between AFSCME, Local 2714 and the Human Resources Manager or his designee.

APPENDIX B
WAGE SCHEDULE

Amend the pay for the Recreation Programmer to reflect 50 cent per hour wage increase in 2022, in addition to a 3% wage increase in 2022 as listed below.
Include Building & Grounds Maintenance Worker I and Building & Grounds Maintenance Worker II.

Effective 4/16/2022 Year 1 of the Agreement (3.0% Increase)

POSITION	ENTRY	1	2	3	4
Recreation Assistant	\$17.40	\$17.99	\$18.60	\$19.22	\$19.82
Service Worker I	\$18.55	\$19.14	\$19.76	\$20.35	\$20.95
Secretary	\$20.00	\$20.64	\$21.29	\$21.94	\$22.59
Account Clerk	\$21.30	\$21.95	\$22.62	\$23.31	\$23.99
Building & Grounds Maintenance I	\$21.88	\$22.55	\$23.23	\$23.92	\$24.61
Service Worker II	\$21.88	\$22.55	\$23.23	\$23.92	\$24.61
Administrative Secretary	\$21.94	\$22.61	\$23.29	\$23.97	\$24.67
Recreation Programmer	\$22.45	\$23.12	\$23.80	\$24.48	\$25.18
Code Inspector	\$23.29	\$24.00	\$24.68	\$25.39	\$26.12
Payroll Clerk	\$23.29	\$24.00	\$24.68	\$25.39	\$26.12
Income Tax Auditor	\$25.81	\$26.57	\$27.28	\$28.02	\$28.78
Traffic Cont. Technician	\$25.82	\$26.58	\$27.34	\$28.08	\$28.86
Building & Grounds Maintenance II	\$25.82	\$26.58	\$27.34	\$28.08	\$28.86
Service Worker III	\$25.82	\$26.58	\$27.34	\$28.08	\$28.86
General Mechanic	\$25.82	\$26.58	\$27.34	\$28.08	\$28.86
Engineering Technician	\$28.08	\$28.87	\$29.66	\$30.48	\$31.27
Planner	\$28.41	\$29.19	\$29.98	\$30.80	\$31.61
Building & Grounds Maintenance III	\$28.74	\$29.73	\$30.78	\$31.87	\$32.99
Crew Leader	\$28.74	\$29.73	\$30.78	\$31.87	\$32.99
Lead Mechanic	\$28.74	\$29.73	\$30.78	\$31.87	\$32.99
Traffic Control Technician II	\$28.74	\$29.73	\$30.78	\$31.87	\$32.99

Note: After each successive year of service in the applicable classification, employees will advance to the next step in the scale for the applicable classification.

APPENDIX B
WAGE SCHEDULE (continued)

Effective 4/16/2023 Year 2 of the Agreement (3.0% Increase)

POSITION	ENTRY	1	2	3	4
Recreation Assistant	\$17.92	\$18.53	\$19.16	\$19.80	\$20.41
Service Worker I	\$19.11	\$19.71	\$20.35	\$20.96	\$21.58
Secretary	\$20.60	\$21.26	\$21.93	\$22.60	\$23.27
Account Clerk	\$21.94	\$22.61	\$23.30	\$24.01	\$24.71
Building & Grounds Maintenance I	\$22.54	\$23.23	\$23.93	\$24.64	\$25.35
Service Worker II	\$22.54	\$23.23	\$23.93	\$24.64	\$25.35
Administrative Secretary	\$22.60	\$23.29	\$23.99	\$24.69	\$25.41
Recreation Programmer	\$23.12	\$23.81	\$24.51	\$25.21	\$25.94
Code Inspector	\$23.99	\$24.72	\$25.42	\$26.15	\$26.90
Payroll Clerk	\$23.99	\$24.72	\$25.42	\$26.15	\$26.90
Income Tax Auditor	\$26.58	\$27.37	\$28.10	\$28.86	\$29.64
Traffic Cont. Technician	\$26.60	\$27.38	\$28.16	\$28.92	\$29.73
Building & Grounds Maintenance II	\$26.60	\$27.38	\$28.16	\$28.92	\$29.73
Service Worker III	\$26.60	\$27.38	\$28.16	\$28.92	\$29.73
General Mechanic	\$26.60	\$27.38	\$28.16	\$28.92	\$29.73
Engineering Technician	\$28.92	\$29.74	\$30.55	\$31.39	\$32.21
Planner	\$29.26	\$30.07	\$30.88	\$31.72	\$32.56
Building & Grounds Maintenance III	\$29.60	\$30.62	\$31.70	\$32.83	\$33.98
Crew Leader	\$29.60	\$30.62	\$31.70	\$32.83	\$33.98
Lead Mechanic	\$29.60	\$30.62	\$31.70	\$32.83	\$33.98
Traffic Control Technician II	\$29.60	\$30.62	\$31.70	\$32.83	\$33.98

Note: After each successive year of service in the applicable classification, employees will advance to the next step in the scale for the applicable classification.

APPENDIX B
WAGE SCHEDULE (continued)

Effective 4/16/2024 Year 3 of the Agreement (3.0% Increase)

POSITION	ENTRY	1	2	3	4
Recreation Assistant	\$18.46	\$19.09	\$19.73	\$20.39	\$21.02
Service Worker I	\$19.68	\$20.30	\$20.96	\$21.59	\$22.23
Secretary	\$21.22	\$21.90	\$22.59	\$23.28	\$23.97
Account Clerk	\$22.60	\$23.29	\$24.00	\$24.73	\$25.45
Building & Grounds Maintenance I	\$23.22	\$23.93	\$24.65	\$25.38	\$26.11
Service Worker II	\$23.22	\$23.93	\$24.65	\$25.38	\$26.11
Administrative Secretary	\$23.28	\$23.99	\$24.71	\$25.43	\$26.17
Recreation Programmer	\$23.81	\$24.52	\$25.25	\$25.97	\$26.72
Code Inspector	\$24.71	\$25.46	\$26.18	\$26.94	\$27.71
Payroll Clerk	\$24.71	\$25.46	\$26.18	\$26.94	\$27.71
Income Tax Auditor	\$27.38	\$28.19	\$28.94	\$29.73	\$30.53
Traffic Cont. Technician	\$27.40	\$28.20	\$29.00	\$29.79	\$30.62
Building & Grounds Maintenance II	\$27.40	\$28.20	\$29.00	\$29.79	\$30.62
Service Worker III	\$27.40	\$28.20	\$29.00	\$29.79	\$30.62
General Mechanic	\$27.40	\$28.20	\$29.00	\$29.79	\$30.62
Engineering Technician	\$29.79	\$30.63	\$31.47	\$32.33	\$33.18
Planner	\$30.14	\$30.97	\$31.81	\$32.67	\$33.54
Building & Grounds Maintenance III	\$30.49	\$31.54	\$32.65	\$33.81	\$35.00
Crew Leader	\$30.49	\$31.54	\$32.65	\$33.81	\$35.00
Lead Mechanic	\$30.49	\$31.54	\$32.65	\$33.81	\$35.00
Traffic Control Technician II	\$30.49	\$31.54	\$32.65	\$33.81	\$35.00

Note: After each successive year of service in the applicable classification, employees will advance to the next step in the scale for the applicable classification.

SIGNATURE PAGE

FOR THE CITY OF GREEN

**FOR LOCAL 2714 and OHIO COUNCIL
8 AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

Gerard M. Neugebauer, Mayor Date

Shelby Woodall, AFSCME Representative Date

Valerie Wax Carr, Service Director Date

Timothy Pipes, Bargaining Team Member Date

Dave Perrine, Service Supervisor Date

Brian Klinger, Bargaining Team Member Date

Steve Schmidt, Finance Director Date

Matt Kress, Bargaining Team Member Date

Pam Serina, Human Resources Manager Date

Melinda Svenson, HR Coordinator Date

Approved as to Form:

Lisa Carey Dean, Director of Law Date