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**CONTRACT BETWEEN**  
**THE CITY OF MIDDLETOWN**  
**AND**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES**  
**(A.F.S.C.M.E.)**  
**LOCAL #856, AFL CIO**  
**July 1, 2016 – June 30, 2019**



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## **WORKING POLICY AGREEMENT**

Between the City of Middletown and AFSCME Ohio Council #8, Local 856, AFL-CIO (AFSCME).

### **ARTICLE 1 – PREAMBLE**

The following Agreement, by and between the City of Middletown, Ohio, hereinafter referred to as the City, and AFSCME Ohio Council #8, Local 856, AFL-CIO, hereinafter referred to as the Union, is recorded in written form to meet the requirements as set forth in Section 4117.09(A) in the Ohio Collective Bargaining Law.

### **ARTICLE 2 – UNION STATUS**

A. The Union, American Federation of State, County and Municipal Employees, Ohio Council #8, Local 856, AFL-CIO, is hereby recognized as the sole and exclusive collective bargaining representative for employees, in those classifications listed in Appendix 1, which is made part of this agreement, in all matters pertaining to wages, hours, or other terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement. These items are subject to collective bargaining between the City and the Union.

B. The City will not recognize any other Union or Union-like organization as the representative for any AFSCME, Local 856 bargaining unit employees.

C. There shall be no change and/or modification of negotiated items herein provided without prior negotiation with the Union.

D. Members shall be permitted to pay dues on a weekly basis through payroll deduction. Should a person terminate his membership with the Union, then he/she shall immediately come under the fair share fee provision, subject to the time limitations set forth below.

E. Fair Share Fee. Effective January 1, 1985 all employees in the bargaining unit who are not members in good standing of the Union, shall pay a fair share fee to the Union. All employees hired after January 1, 1985 who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the date of hire or the end of their probationary period, whichever comes first. The Treasurer of the Local Union shall certify the weekly fair share amount to the City. The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment of the fair share fee to the Union shall be made in the same manner as dues.

F. The Union will indemnify and save the City harmless from any action growing out of deductions hereunder commenced by an employee against the City or the City and the Union jointly.

G. Time Off for Local President. Effective July 1, 2008, and every year thereafter, the President of the Local shall receive five hundred (500) hours of Union release time for the purpose of conducting union business. Any unused time carry into the next year to a maximum of six-hundred (600) hours. The banked time in paragraph H of this Article shall be exhausted prior to any carryover. Every Wednesday afternoon for four (4) hours, the Local President shall be in the Union Office. The four (4) hours or any additional time needed in the Union Office, shall be deducted from the five hundred (500) hours of union release time. Joint Committee Meetings such as Health, Safety, or Training Meetings shall not be charged to Union release time.

H. Any banked time previously accumulated prior to August 1, 2005 shall remain for the Local's use for the purpose of attending AFSCME sponsored meetings, conferences and/or conventions.

I. Employees, through Local President, must obtain permission from the supervisor to meet with the Local President. Contacts between the President and the bargaining unit employees shall be made during non-productive times whenever possible. If such time is not possible, then sufficient time during normal work hours shall be permitted for such contacts, with every effort being made to schedule such contacts during the last hour of the workday.

J. If the Local President makes a request for more than two (2) members to attend Union-sponsored meetings, conferences and/or conventions, Union release time or banked time can be used with prior approval from the Department Head.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

AFSCME Local 856 recognizes the rights of the City to operate and manage its affairs in all respects, in accordance with its responsibilities and the powers or authority which the City has not abridged, delegated or modified by this Contract and such powers or authority are retained by the City.

These management rights include, but are not limited to the following:

- A. To utilize all personnel, methods, procedures, and means in the most appropriate and efficient manner possible.
- B. To manage and direct all its employees.
- C. To hire, schedule, promote, transfer, assign, train or re-train all employees.
- D. To suspend, demote, discharge, or take other appropriate disciplinary action against employees for just cause.

E. To determine the size and composition of the work force and to lay off employees.

F. To determine the shift schedules, days and starting and quitting times.

G. To determine the mission of the City and the methods and means necessary to efficiently fulfill the mission including: the transfer, alteration, curtailment, or discontinuance of any services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the performance of services.

H. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.

I. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

J. Contracting and Subcontracting - AFSCME Local 856 recognizes the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested exclusively in the City. If operations are contracted or subcontracted, then the City shall negotiate the effects of the contracting or subcontracting upon Local 856 members. City Commission adopted a Managed Competition Policy on June 9, 1998. Prior to implementing any change in this policy, the City shall provide the Union with notice at least twenty (20) days prior to implementation of the change. Nothing herein is intended to require the parties to bargain any change in the policy, except as is otherwise provided by law.

K. The City retains the right to establish reasonable rules, regulations, and rules of conduct. Rules, regulations, and rules of conduct which are specifically cited by provisions of this contract may not be changed without negotiations and agreement of AFSCME Local 856.

L. The above rights of Management are not all inclusive but indicate the type of matter or rights which belong to and are inherent to Management. Any of the rights, powers, or authority the City has prior to the signing of this Contract are retained by the City, except those abridged, delegated, or modified by this Contract.

#### **ARTICLE 4 – NO DISCRIMINATION**

There shall be no discrimination, restraint or coercion against any bargaining unit employee because of race, religion, national origin, sex, disability or membership or non-membership in the Union.

## **ARTICLE 5 – REPRESENTATIVES**

A. The Union shall have the right to elect in each of the following divisions the agreed upon number of stewards (stated in parenthesis) to represent the employees in such matters that may arise in the division.

- Division of Streets (1)
- Division of Sewer Maintenance (1)
- Division of Parks & Grounds Maintenance (1)
- Division of Garage (1)
- Division of Water Maintenance (1)
- Division of Storm Water (1)

The City will be informed in writing by the Union of the name of the steward that has been elected in each division within ten (10) days after the election of representatives. This individual will be treated by the City as the steward for the division for all matters concerning this contract.

B. The Union shall select up to a total of five (5) Negotiating Committee representatives from its members, which include any officer of the Union on the Negotiating Committee.

C. The Union Negotiating Committee shall be accompanied by the Business Agent and/or Officers of the International Union in their meetings with Management representatives.

D. In order to keep work interruptions to a minimum, stewards shall attempt to investigate and handle grievances during nonproductive and off time, provided that where this is not reasonable, sufficient time during work hours will be permitted for such matters. No Union business shall be conducted on City time or City property without prior approval of the City.

E. Committee members and stewards shall be afforded such time off with pay during regular working hours as may be required to attend scheduled meetings with Management. Such meetings shall be scheduled to keep interference with departmental operations to a minimum.

## **ARTICLE 6 – DISCIPLINE**

A. Any employee may be disciplined for just cause.

Possible disciplinary actions are as follows: Spoken reprimand, written reprimand, suspension without pay, reduction of pay, demotion to lower classification, loss of vacation, or dismissal.



B. (1) No employee shall be suspended without pay, demoted, or dismissed (except for failure to pass probation), without a pre-disciplinary hearing in accordance with paragraph (2) below.

(2) Suspensions without pay, demotions or dismissals (except failure to pass probation) require:

(a) Written notice be given to the employee of the charges against him and the evidence upon which they are based within ten (10) working days of the conclusion of management's initial investigation of the alleged incident. Management's initial investigation (criminal investigations excluded) shall be concluded with thirty (30) days.

(b) A reasonable amount of time before the hearing so the employee can prepare a defense or explanation.

(c) A pre-disciplinary hearing be conducted before the Department Head or designee. The employee shall be afforded, at the hearing, a fair opportunity to be heard in opposition to the charges against him including the right to question witnesses.

(d) The employee has a right to have with him Union representation.

(e) The employee shall be informed of the department head's decision and the reasons for it in writing.

C. The employee has the right to appeal disciplinary action through the Grievance Procedure. A grievance based on disciplinary action shall be initiated at Step 3 of the Grievance Procedure.

D. In cases of dismissal, the employee may request all monies due him within five (5) working days after his supervisor and department head certify in writing that all City property has been properly returned and just debts paid to the City.

E. For the sole purposes of discipline, grievance and arbitration procedure, spoken and written reprimands shall be removed from the employee's file after twelve months and all other disciplinary action shall be removed from such consideration after thirty six (36) months, provided that in each of the above the employee has not had a reoccurrence of the problem.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

A. A grievance is defined as a violation of this Agreement. Each written grievance must state the section of the Agreement where the violation has occurred and the remedy requested to settle the grievance.

Step 1. When an employee has, or group of employees have, a grievance (he or they) and their steward must present it orally to their Superintendent or his designee within three (3) work days of knowledge of the occurrence of the facts upon which the grievance is based, and in no case later than five (5) work days from the date of occurrence of such facts. The Superintendent shall reply to the grievant within three (3) working days following the initial discussion with said grievant. If the Superintendent fails to orally answer within three (3) working days or his answer is unacceptable to the grievant, the grievant may proceed with Step 2.

When a group of employees have a grievance, a class action grievance may be filed. In the case of a Class Action grievance, one representative of the class aggrieved shall be elected to be present at all hearings, except Step 4, for the purpose of presentation of the grievance to the City. At the Step 4 level, in certain cases, other aggrieved employees may also be in attendance at the meetings after union notification to the employer of the names of the employees. With the prior mutual agreement of the Union and the City, other aggrieved employees may be permitted in Steps 1, 2 and 3.

Step 2. The grievance shall be reduced to writing, signed by the aggrieved employee and the Union President if he so desires, and presented to the employee's Department Head no later than three (3) work days after the response of the Superintendent. If the grievance is not so presented, it will not be further considered. A copy will be forwarded to the Manager of the Division of Human Resources.

The Department Head shall write his disposition of the grievance and return it no later than three (3) working days following the presentation of the grievance before him. Within three (3) working days after the receipt of an unacceptable decision rendered at this Step, or within five (5) working days without response from the Department Head, the grievance shall be considered resolved if the aggrieved employee does not refer the grievance in writing to Step 3.

Step 3. If not resolved by the Department Head pursuant to the procedure of Step 2, the grievance shall be presented, in writing, to the City Manager or his/her Designee. Every reasonable effort shall be made to schedule a meeting within ten (10) working days. The City Manager or his/her designee shall respond within five (5) working days after the meeting.

Step 4. If the matter is not resolved by the City Manager or Designee in the preceding step, the Parties may, by mutual agreement, submit the grievance to mediation with a third party mediator within five (5) days of the answer at the preceding step. The process for selection of the mediator shall be by mutual agreement of the parties.

Step 5. If the grievance is not satisfactorily settled at Step 3 or Step 4, if applicable, the Union may, within fifteen (15) working days after the receipt of the Step 3 answer or the conclusion of the mediation process, submit the grievance to the City Manager for arbitration.

The Union shall contact the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) for a list of seven (7) arbitrators. The parties shall use the alternate strike method. The Union shall strike a name first, the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the Arbitrator.

(1) The parties understand and agree that in making this Contract they have received for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Contract.

(2) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Contract or addendum to this Contract nor to rule on any matter except which this Contract is in full force and effect between the parties.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case the grievance will be denied.

(3) The award of an arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

(4) The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by the arbitrator, with the exception of City employees.

(5) The arbitrator's decision shall be final and binding on AFSCME Local 856, on all Bargaining Unit Employees, and on the City.

(6) In cases of alleged errors in pay, the City shall not be required to pay back wages for pay periods prior to the time the employee seeks to have the error adjusted. The employee must seek such an adjustment during the pay period immediately following the pay period in which the alleged error occurred. In order to have any pay dispute resolved by the grievance procedure, the employee

must file his grievance at the Department Director's office within three (3) working days after receipt of the pay on which the error was to be adjusted or within three (3) working days of written notification that no adjustment would be made.

B. Any step in the grievance procedure outlined above may be skipped on any grievance by written mutual consent.

C. By mutual written agreement of the parties, the time limits as set forth in the grievance procedure may be extended.

D. Grievances may be initiated, within the prescribed time limits of step one, at the step which corresponds to the level of supervision where the alleged violation of the agreement occurred.

E. The City is authorized to pay grievance settlements.

F. Union representation at Steps 2, 3, and 4 of the Grievance Procedure shall be done by the Local President or designee and/or AFSCME Business Agent.

G. A grievance may be withdrawn by the Union at any time during any step of the Grievance Procedure, and the withdrawal of any such grievance shall not preclude the filing of a similar grievance in the future based on a new occurrence.

H. Filing a grievance by an employee or the Union under this Article concerning any matter otherwise appealable to the Civil Service Commission shall be deemed an election by the employee and the Union to use the provisions of this agreement rather than appeal to the Civil Service Commission, as the sole and exclusive remedy for reduction of the said grievances or complaint.

I. All money due employees from grievance settlements, mistakes in payroll, clothing reimbursement and any other reimbursement of any kind outside regular and overtime pay, which exceeds \$50.00, shall be drafted on a separate check.

## **ARTICLE 8 – SENIORITY**

A. Employment seniority shall be defined as length of service from starting date of employment with the City.

When an employee has ended his service with the City as described in Article 8(C), and returns, he shall have his employment seniority adjusted to reflect prior service with the City. All hours of service prior to an employee's most recent date of hire, for which payroll has been posted, shall be considered in determining an employee's adjusted employment seniority date. Provided, however, that all non-productive time, i.e., any time for which an employee is compensated but not required to work, and any time for which an employee is in a non-pay status, including

for example, sick leave, vacation, injury leave, leave of absence, military leave, holidays, jury duty, compensatory time, and dock time, shall not be considered in determining an employee's employment seniority date.

B. Classification seniority shall be defined as the uninterrupted length of service in any one classification within the Department. If two or more employees have the same classification seniority, employment seniority shall be used to establish seniority among those employees. The length of any temporary demotion shall be excluded from the length of service of that employee for purposes of calculating classification seniority.

C. Seniority shall be broken, i.e., interrupted, when an employee:

- (1) resigns, unless reinstated within one (1) year;
- (2) is discharged for just cause;
- (3) is laid off and not recalled within the time limits.

D. (1) The City shall establish and post a seniority list as needed and such list shall be effective upon posting, which shall contain the following:

- (a) names of bargaining unit members;
- (b) division;
- (c) classification;
- (d) date of original City hiring;
- (e) date of classification appointment.

(2) Employees shall have the right to challenge their seniority listing for 30 days after the date of posting. Thereafter, they shall remain unchanged until the next posting.

(3) A copy of the list shall be given to the Union President on the date of posting.

E. Seniority shall govern the dispensing of all privileges provided by and listed as governed by seniority in this Agreement. Any new privilege which arises during the life of this Agreement shall be referred to the Labor/Management Committee for determination of the applicability of seniority prior to the granting of the privilege.

F. When management deems a vacancy occurs in any job classification, in which bargaining unit employees are employed, the employees in that job classification shall be given the opportunity to transfer to the vacancy within the job classification, by requesting, in writing, a lateral transfer within three (3) working days of the posting of the vacancy. Only the employee with the most classification seniority requesting the transfer shall be given the opportunity to transfer to the vacancy as described in this section. If no employee chooses to transfer to the vacancy, the vacancy shall be filled in a manner consistent with law. If the employee with the most classification seniority chooses to transfer to the vacancy, he/she shall be placed in the vacancy for ten (10)

working days. By the end of the ten (10) working days the employee may elect to return to his/her former assignment, or the City may elect at its sole discretion to return the employee to his/her former assignment. The decision of the employee or the City, to return the employee to his/her former assignment is not grievable under Article 7 of this Agreement by either party. The City and the employee may, by mutual agreement, waive this trial period and agree to the lateral transfer. Nothing in this section is intended to create any right to the permanent appointment of any employee to any vacancy. Nothing in this section is intended to interfere or limit the management right to hire, schedule, promote, transfer and assign employees.

## **ARTICLE 9 – PROMOTIONS**

The provisions governing promotions will be as follows:

A. Vacancies in positions in the classified service shall be filled insofar as practicable by promotions. The Division of Human Resources shall provide for keeping a record of efficiency for each employee in the classified service, and for making promotions in the classified service on the basis of merit, to be ascertained as far as practicable by promotional examinations, by conduct and capacity in office, and by seniority in service, and shall provide that vacancies shall be filled by promotion in all cases where, in the judgment of the City, it is for the best interest of the service.

B. All examinations for promotions shall be competitive and include a written portion. In promotional examinations, efficiency and seniority in service shall be added to the examination grade, but no credit for seniority, efficiency, or any other reason shall be added to an examination grade unless the applicant achieves at least the minimum passing score on the examination without counting such extra credit. Credit for seniority shall equal, for the first four years of service, one per cent of the total grade attainable in the promotion examination, and for each of the fifth through fourteenth years of service, six-tenths per cent of the total grade attainable.

The City may, at its sole discretion, include as part of the promotional examination for the position of Equipment Operator a pass/fail assessment of the candidate's ability to operate various pieces of equipment that an Equipment Operator would be expected to operate. If the candidate does not pass this assessment, he/she would not be certified to an eligibility list for the promotion to Equipment Operator. The assessment would be conducted and scored by a three person team selected by the Director of Public Works & Utilities. The team shall include a Public Works Superintendent, a Public Works Leader and an Equipment Operator. The candidate shall pass the assessment unless at least two of the three person team agrees that the candidate's performance establishes that he/she cannot operate at least two pieces of the equipment involved in the assessment in a safe and efficient manner. Equipment to be used for the assessment shall be made reasonably available to potential candidates during downtimes.

In all cases where vacancies are to be filled by promotion, the Division of Human Resources shall certify to the appointing authority only the names of the five persons having the highest rating. The method for giving examinations for promotions, the manner of giving notice thereof, and the rules governing the same shall accord with the state law as adopted by the rules of the Middletown Civil Service Commission. If at any point during the promotion process a candidate indicates he/she is not willing to accept the promotion, his/her name will be removed from the list and the person having the next highest rating will be added to the list of five (5) candidates.

C. Any employee accepting a promotion shall be placed in the next step classification that is at least 4.7% greater than his/her current salary.

## **ARTICLE 10 – LAY-OFF/RECALL**

A. Layoff. In the event the City should decide to lay off bargaining unit personnel, the following procedure shall be followed:

- (1) The employee(s) with the least classification seniority shall be laid off first from that classification.
- (2) The employee to be laid off from a classification shall then have the right to bump down into the next lower classification based upon his employment seniority.
- (3) This bumping procedure shall continue until no lower classifications exist. Then the least senior employee in the lowest classification shall be laid off.

In the event an employee is laid off, he shall receive payment for earned but unused vacation and/or holiday (to include current calendar year), sick leave conversion, with his termination pay. Before a bargaining unit employee is laid off from a division all seasonal, part-time and government funded program employees shall be laid off from that division. The City will not negate this provision by transferring seasonal, part-time and government funded program employees to other divisions prior to laying bargaining unit employees off in a division.

B. Displacement Rights. Bargaining unit employees on layoff shall have the option of displacing seasonal and part-time employees working in similar classifications or in positions for which they have adequate training and/or education in other divisions covered by this bargaining agreement within the Public Works and Utilities Department.

C. Recall. Employees who are on layoff shall be placed on a recall list by classification for a period of eighteen months and shall be recalled in reverse order of their layoff by position with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

D. Recall Notification. No new employee shall be hired in a classification until all employees who have been laid off in that classification in the previous eighteen months have been given the opportunity to return to work. Laid off employees will be notified by registered mail at their last known address to return to work within twenty-one (21) calendar days. Failure to report within the time limit removes them from the recall lists. In addition, no seasonal, part-time, or government funded program employees shall be hired in the affected division until all employees on the layoff list have been recalled or until after the eighteen month recall period expires.

E. Layoff/Termination. An employee who is on layoff for a period of eighteen months is automatically terminated and loses all seniority.

## **ARTICLE 11 – HOURS OF WORK**

A. Work Week. The normal work week for hourly personnel shall be forty (40) hours, Monday through Friday. For pay purposes, the work day shall begin at 12:01 A.M. and end at 12:00 midnight, and shall consist of eight (8) hours per day as scheduled by the Division or Department Head. For pay purposes, the work week shall start at 12:01 a.m. on Sunday and end at 12:00 midnight on Saturday.

B. Overtime.

(1) Employees working in excess of forty (40) hours in one week, as defined by the Fair Labor Standards Act, shall, at the employee's option, either be paid at time and one-half the regular rate of pay or receive compensatory time on the basis of one and one-half hours off for each hour of overtime worked. Only straight-time hours actually worked, injury leave, funeral leave and holidays go toward the forty (40) hour break-over point for overtime; except when an employee uses vacation leave or compensatory time in a work week prior to actually working or being notified that they will be asked to work hours outside their regular schedule, in which case that vacation time or compensatory time will be counted toward the break-over point for overtime.

Employees who are held over beyond their regular shift shall be paid at one and one half times their regular rate for those hours held over, provided they have actually worked a full eight hour shift.

Time off to use earned compensatory time will normally be granted within sixty (60) days of the request made by the Employee. When compensatory time is used, it shall not count as hours worked during the applicable work period for purposes of determining overtime. No Employee shall be permitted to accrue more than two hundred (200) hours of unused compensatory time and any Employee who has accrued unused compensatory time to the two hundred (200) hour limit shall be paid in cash for additional overtime worked. However,



employees who accrued balances greater than two hundred (200) hours prior to July 1, 2008 shall be permitted to maintain such balances until such balance is reduced pursuant to the pay in lieu of accrual provisions of this paragraph. If an Employee is paid in cash for accrued compensatory time, he/she shall be paid at the Employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the Employee's average regular rate for the last three (3) years of employment or the Employee's final regular rate, whichever is higher. In the case of a personal emergency, an employee who has accrued compensatory time may, upon written request from the employee, be paid up to forty (40) hours or their accrued balance of compensatory time, whichever is less. A personal emergency includes a family illness or a financial emergency. On November 1 of each year all bargaining unit employees shall be entitled to up to forty (40) hours compensatory time with a written two-week notice to the employee's Superintendent.

(2) It is the intention of the parties, for reasons of efficiency and economy, that the Employer be permitted to utilize work scheduling and compensatory time to minimize its overtime liability.

(3) For the purpose of overtime: When an employee with regularly pre-scheduled weekend duties has notified his supervisor of vacation leave or compensatory leave and has been approved, it shall count toward the break-over point for overtime to be paid at one and one-half times his regular rate of pay. This shall be effective as long as prescheduled weekend duties have been assigned and performed.

C. Overtime Procedure. The working of overtime is voluntary on the part of all employees, except as otherwise provided in this Article. Any work assigned to a specific job classification on a regular basis shall normally be performed by persons in that classification during call outs and overtime whenever possible except as otherwise provided in this Article.

(1) Call-out.

(a) All overtime and call out assignments shall be offered to bargaining unit employees in the following manner:

- (1) The bargaining unit employees in the required job classifications within the division;
- (2) The bargaining unit employees in the next lower job classification within the division;
- (3) The bargaining unit employees in the next higher job classification with the division; and

- (4) At management's discretion, the other bargaining unit employees within the division; or, the bargaining unit employees in the required job classification in other divisions, in accordance with the job classification seniority list.

Each division shall keep a list of employees who are interested in call-out assignments. These lists shall be updated as needed.

If the employer has followed the procedure set forth in paragraphs (1)-(4) above, the employer may then require any bargaining unit employee to perform the work.

- (b) As an exception to (C)(1)(a)(1) above, where equipment requires two bargaining unit employees during normal hours, the call out will be staffed by an equipment operator and a maintenance worker as follows:

If after being contacted by the management personnel requesting call-outs, the maintenance worker within the division where the call-out is needed refuses or does not respond, management shall contact maintenance worker(s) in the related division (water and sewer are related divisions and grounds, parks, storm water and streets are related divisions).

If the employer has followed the procedure set forth above, the first line supervisor can perform the maintenance worker's duties or then follow the procedures in (C)(1). See example:

"The first line supervisor needs an employee for a sewer back-up and the Vac truck is needed. The first line supervisor will proceed to call-out an operator and a maintenance worker. If the maintenance workers in the sewer division refuse or do not respond to the call-out, the first line supervisor will then contact the maintenance workers in the water division. If the maintenance workers in the water division refuse or do not respond to the call-out, the first line supervisor would perform the duties of the maintenance worker rather than calling the maintenance worker(s) in the parks and/or streets division(s)."

- (2) Holdover. Any person or persons that are bargaining unit members that have worked with a crew or on a job that has incidentally become an overtime situation, shall, at their choice, complete said job. This applies only in situations when overtime is not foreseen when the job is started. If overtime is anticipated, the low person should be used on the crew in an effort to equalize overtime. At

any time that the Union or the City believes that this practice is being abused by either party and can show proof of two or more incidents, then this practice may be cancelled by the Union or the City without argument and/or grievance.

(3) Scheduled Overtime. If overtime is scheduled, regular full-time employees shall have the priority for such overtime over temporary or seasonal employees. Temporary Reclassification: If the Employer temporarily reclassifies an employee to a lower position, that employee will continue to receive his/her regular rate of pay. For the purposes of this agreement, the Equipment Operators in the Street Department will be equalized for all overtime all year round.

Employees should be notified at the earliest possible time of scheduled overtime. Any employee who has been notified to report for work outside his normal scheduled shift, shall, unless he has been properly notified not to report for work, receive three (3) hours work or pay in lieu thereof. All call-outs shall be paid for at the time and one-half rate. It is understood that if work is performed one (1) hour or less, prior to the start of the regular work shift, the employee will receive only two (2) hours of call-out pay at the time and one half rate. If the work continues into the regular shift, the pay rate shall revert to straight-time at the start of the regular shift and shall continue at that rate for eight (8) working hours. For an employee who is scheduled and works on his sixth (6th) or seventh (7th) day in any one work week, he shall receive a minimum of two hours work or pay in lieu thereof. If an employee has worked through the night on an overtime situation he may have the right of working his next regularly assigned shift.

(4) Snow & Ice Overtime. This procedure is intended to be used in the event of overtime for snow and ice removal. The provisions of the contract relating to shift differential do not apply to such overtime. In order to maintain a high level of safety and efficiency, breaks will be taken by employees working extended shifts as per their regular shifts.

Assignments for snow and ice removal shall be made by seniority within each division in the following order:

- (a) equipment operators and maintenance workers in the street division;
- (b) equipment operators and maintenance workers in the related divisions (grounds, parks and storm water) (signed up)
- (c) equipment operators in all other divisions (signed up);
- (d) maintenance workers in all other divisions (signed up);

- (e) equipment operators in all divisions (not signed up);
- (f) maintenance workers in all divisions (not signed up);
- (g) all other bargaining unit employees with a CDL (not signed up);
- (h) all bargaining unit employees without a CDL;
- (i) city employees outside the bargaining unit and contractors.

The City will make sign-up sheets available for each division except streets. The employees in the street division are automatically signed up. Employees who wish to be considered for overtime for snow and ice removal shall sign up on or before October 1 of each year. These employees will be called out first for snow or ice removal in the order listed herein. Employees who do not sign up for call-out will not be contacted until all bargaining unit members who did sign up have been contacted, and there is still a need for additional employees, in the sole discretion of the City. Employees who agree to report for call-out shall report to work within one (1) hour of being contacted and understand that by agreeing to report, they agree to work up to a minimum of three (3) hours at the City's discretion. Upon reporting to work, the employee shall not leave without providing a supervisor with at least two (2) hours notice prior to leaving, or receiving permission from a supervisor to leave. If an employee who has been called out agrees at the end of the initial call-out period to return to work at a later time, the employee shall report for such additional work, unless they report off as they would from regularly scheduled work hours.

Supervisors retain the right to send employees home, if in the supervisor's discretion, the employee appears too tired to continue working safely. An employee who is sent home must be off at least 8 hours.

(5) Mechanic positions cannot be filled by any other bargaining unit member that is not a certified mechanic. It is understood that those that sign the Overtime List can only work the positions that they carry the proper CDL's for. Those members that do not have CDL's will be at the bottom of the list for overtime. Those members that have been assigned outside their Department shall be the last to be called.

(6) Equalization of Overtime. Overtime shall be equalized as much as possible within each division. The parties agree that when bargaining unit employees work overtime in divisions other than his/her regular division, then those hours of overtime worked are to be figured into the employee's overtime hours in his/her regular division for the purpose of equalizing the overtime within the division.

(a) Employees shall be required to provide one (1) telephone number in order to be contacted for call-out assignments. Employees at their option may provide a second telephone number at which to be contacted. However, failure to provide a second number shall not be considered a loss and/or denial of an overtime opportunity.

(b) Failure to respond and a refusal to any call-out/overtime opportunity shall be charged against the employee as if worked.

(c) Employees who respond to the call/out overtime and actually work shall be charged for hours worked.

(d) Employees who are off work due to vacation, compensatory time, sick leave for someone other than themselves or light duty (providing the call-out assignment is consistent with the applicable light duty restrictions), shall at their choice be available for call-out situations. If the employee chooses to work the call-out, he/she will be charged the overtime worked. Also, an employee who is off due to military service is considered not available for overtime and shall not be charged overtime hours.

Employees transferring to a different division shall receive for purposes of overtime equalization the average amount of overtime worked that the existing personnel within the division and classification possess at the time of transfer in order to equalize overtime under Article 11.

For the purposes of this Agreement, any refusal of overtime in other divisions will be charged to the employee in his/her regular division as if he/she had actually worked those hours, in accordance with Article 12(E) (Temporary Reassignments).

D. The supervisor will determine clean up time. Employees shall receive a thirty (30) minute paid lunch break and the time of such break shall vary with the job assignments. There will be one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon, which shall be at mid-point during each four (4) hour shift; however such breaks may vary with job assignments.

E. In order to handle matters involving an emergency declared by the City Manager, the City reserves the right to reschedule all personnel within the work day or work week on a temporary basis, to best meet existing conditions. The City Manager may suspend Articles 7, 8, 11, 12 and 19 during the declared emergency. Employees identified as essential personnel who work during the period of declared emergency shall be paid at two times their regular rate of pay. The employee may, at his option, choose to have the time credited as compensatory time, rather than receive pay for such time. If an essential employee is injured on the way to or from work, during a declared emergency, the injury will be treated as "on the job" for purposes of injury leave under this Agreement. If an essential employee is required to remain at work during the declared

emergency, they shall be paid for all hours they are required to remain, including rest hours at straight time. The City shall, at its sole discretion identify the essential personnel to be working during a declared emergency. The provisions will also apply if an emergency is declared in the City by the designee of the City Manager, the Governor of the State of Ohio or the President of the United States.

## **ARTICLE 12 – TEMPORARY REASSIGNMENT**

A. All bargaining unit employees shall be required to perform any and all temporarily assigned duties of which they are capable, either within their assigned division, or in another temporarily assigned division, regardless of their usual or customary duties or job assignments.

B. A temporary reassignment to another division shall not exceed sixty (60) working days. Time limits may be extended by mutual written agreement between the employee and his supervisor with written copy to the Union President.

C. When an employee is temporarily reassigned to substitute in the same classification, or in a job classification with a rate of pay lower than his own, he shall receive his regular rate of pay. In assigning a temporary reassignment, the supervisor shall offer it to the most senior qualified employee in the required job classification, if the reassignment is refused by all qualified employees within the division, the least senior qualified employee shall be selected.

D. A temporarily assigned employee can work overtime only in the area to which he or she has been temporarily assigned, except that they will go to the bottom of the overtime list in their respective departmental classification.

E. Equalization of Overtime. The parties agree that when bargaining unit employees work overtime in divisions other than his/her regular division, then those hours of overtime worked are to be figured into the employee's overtime hours in his/her regular division for the purpose of equalizing the overtime within the division.

For the purposes of this agreement, any refusal of overtime in other divisions will be charged to the employee in his/her regular division as if he/she had actually worked those hours.

## ARTICLE 13 – HOLIDAYS

A. Holidays. The following days shall be celebrated as paid holidays by all regular full-time employees:

New Year's Day	Thanksgiving Day
Good Friday Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Martin Luther King Day
Employee's Birthday	President's Day

A full-time employee working a regular schedule shall be excused from work on the above days unless otherwise scheduled by the Department Head.

B. Day Celebrated. If any of these holidays fall on a Saturday, the preceding Friday will normally be granted as a day off with pay in lieu of the actual holiday. If the holiday falls on a Sunday, the following Monday will normally be granted as a day off with pay in lieu of the actual holiday.

C. Loss of Holiday. An employee who is off without pay because of an unexcused absence either the work day before or the work day after a holiday, or, if scheduled, on the holiday itself, shall forfeit holiday pay. An unexcused absence is an absence not covered by approved vacation, accumulated sick leave (unless accompanied by a doctor's certificate), approved leave with pay or approved leave without pay. In addition, holiday pay ceases during any period an employee is not being paid his regular salary or wage.

D. During Vacation. If a holiday falls during an employee's vacation period, it shall not be charged to vacation time, except where department or division policy is to grant additional vacation time in lieu of granting regular holidays off.

E. Holiday Pay.

(1) Hourly employees who are scheduled to work on a holiday, other than their birthday, or day celebrated as a holiday (not both), and do work, shall receive one and one-half times the pay in addition to the regular holiday pay with no compensatory time off, except as provided in (E)(2) below.

(2) Employees who work on the actual day of New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day shall receive double their regular rate of pay in addition to the regular holiday pay.

F. Effective July 1, 1990, all employees covered by this contract shall be granted one (1) personal day each year. Employees shall receive such leave upon providing 48 hours notice to their supervisor. All requests for personal leave which are made any

time less than 48 hours prior to the leave requested shall be granted solely at the discretion of the department head or his designee.

G. In the event the City grants an additional scheduled holiday to non-union employees, this Article shall be reopened at the request of either party solely for the purpose of discussing granting the new holiday to bargaining unit employees.

## ARTICLE 14 – VACATION

A. Eligibility. Only permanent, full-time employees are eligible for vacation. Vacation in this regulation encompasses regular vacation credit, converted sick leave credit, and terminal vacation credit. Vacation preferences for the year shall be made known by March 31 of that year.

B. Each permanent full-time employee will receive vacation/longevity credit as follows:

1 – 4 years	-	10 days	5 – 9 years	-	12 days
10 years	-	13 days	11 – 14 years	-	18 days
15 – 19 years	-	19 days	20 years	-	20 days
21 – 24 years	-	25 days	25 – 29 years	-	26 days
30 – 34 years	-	27 days	35 – 39 years	-	28 days

C. (1) Vacation Year and Accrual. The vacation year begins on January 1 of each year and ends on December 31. Vacation taken in any year is based on vacation credit earned in the previous year.

(2) One Year Minimum Service. After one year of service a new employee may take that portion of his vacation earned in the previous vacation year.

(3) Non-Accrual. Employees on leave without pay for any reason except injury on the job shall not accrue vacation benefits.

D. Scheduling. Vacations shall be scheduled on a seniority basis with the approval of the Department or Division Head. In general, Department and Division Heads shall give as much consideration as possible to the employee's preference, while at the same time maintaining the staff necessary to meet operational requirements. Vacations may be taken in increments of not less than one-half of a full day. Vacation credit should be used by year-end. Any unused portion must be approved by the City Manager in writing in order to be deferred to the next year.

E. Sick Leave Conversion Provisions. Employees may convert sick leave credit to vacation on the following basis:



- (1) Over 280 Hours Sick Leave Credit. An employee with more than 280 sick leave hours credit may convert all those hours over 280 hours to vacation credit, at the ratio of 24 sick leave hours for one vacation day, providing that not more than 96 sick leave hours are so converted in any one vacation year; or
- (2) Over 800 Hours Sick Leave Credit. An employee with more than 800 sick leave hours credit may convert all those hours over 800 to vacation credit at the ratio of eight sick leave hours for eight vacation hours, provided that not more than 32 sick leave hours are so converted in any one vacation year.

The employee must have accumulated these hours prior to January 1 of the year in which these days are to be converted and must have sufficient hours at the time of conversion.

F. Terminal Vacation Provisions. The right to vacation upon separation from the City service shall be as follows:

- (1) Resignation. An employee who voluntarily resigns and who gives reasonable notice shall receive vacation credit earned in the previous and present year and not yet taken. Any question with regard to the number of days or amount to be paid will be determined by the Manager of the Division of Personnel after a meeting with the employee. Total vacation must be calculated to the nearest full day.
- (2) Retirement. An employee who retires shall receive vacation credits earned in the previous year and in the present year and not yet taken. Total vacation credit must be calculated to the nearest full day.
- (3) Dismissal. Employees who are not permanently appointed at the end of their probationary periods are not entitled to terminal vacation benefits.

G. If any other group of employees, during the life of this contract, receives additional vacation greater than what is provided in this agreement, it shall be cause for this agreement to be reopened to negotiate Article 14(B) only. This provision does not apply to vacation negotiated by groups covered by collective bargaining agreements in effect prior to the effective date of this contract.

## **ARTICLE 15 – SICK LEAVE**

A. Eligibility. Each full-time employee is credited with 10 hours of sick leave for each full calendar month of service. The accrual of such sick leave will be shown on the first check of the following month. No credit is earned for any month in which an employee is without pay for the entire month.

B. Probationary Employees. Probationary employees who have not been given permanent status are entitled to sick leave in accordance with the provisions of this regulation.

C. Accumulation. Sick leave credit accumulation shall be unlimited.

D. Approval of Usage. Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and for illness or death in the employee's immediate family. In no event will an employee on sick leave be paid for more than eight (8) hours in any 24-hour period, unless his normal work period is more than eight (8) hours, in which case he shall be paid for the actual number of hours. If an employee is scheduled to work on a holiday, and reports sick, the employee will receive regular holiday pay, and it will not be charged against his sick leave. If an employee is absent more than four (4) consecutive work days, the City may require a doctor's note or other evidence of the cause of absence. An employee shall be charged for sick leave usage on an hour-for-hour basis in increments of not less than one-half hour.

E. Attendance Policy. When an employee's record reflects more than sixty (60) hours of sick leave used within a twelve (12) month period, then that employee's sick leave record shall be pulled and reviewed by the Department. Injuries and appropriate doctor's statements will not be considered as part of the sixty hour break-over point. At this time, the employee may be placed on Doctor's Notice.

The Doctor's Notice shall state more than "The individual was under my care." Each notice shall state that, "The employee was under my care and unable to perform his/her work duties" or something similar. Additionally, if an employee brings in a Doctor's Notice for caring for a member of their family, the notice must state that it was necessary for the employee to be at home caring for the family member.

An original doctor's statement is required upon an employee's return to work in order for the sick leave hours to not count toward the sixty (60) hour break – over point referred to in this paragraph E. An original statement is also needed once an employee has been placed on doctor's notice. Once the original doctor's statement is verified by the appropriate personnel in the Public Works and Utilities Department, a copy of the employee's file can be made and the original returned to the employee upon their request.

If an employee who is required to turn in a Doctor's Notice fails to do so upon his return to work, that employee shall be docked for the time he was off.

If an employee was not able to obtain a Doctor's Notice, then his pay will remain docked unless he obtains a Doctor's Notice pertaining to that absence during that pay

period. Any time docked under this provision will be considered as an unexcused absence.

Employee records shall be reviewed at twelve months to check progress and improvement. If after twelve months the employee has less than 60 hours (excluding long illnesses and injuries) sick leave used, he shall be removed from the Doctor's Notice.

F. Authorized Uses for Sick Leave. Sick leave credit may be used, with the approval of the Department or Division Head, in any of the following instances:

- (1) Sickness or off-duty injury to the employee.
- (2) Sickness or disability in the immediate family (limited to father, mother, sister, brother, husband, wife, or child of the employee). Department and Division Heads may require a certificate of the attending physician before certifying approval of payment under this provision. Time off under this provision must be limited to that which is absolutely necessary and shall not exceed three days for any one illness without the written approval of the City Manager.
- (3) Quarantine because of contagious disease. A certificate of quarantine from the attending physician must be presented to qualify for sick leave under this provision.

G. Reporting Off Sick. Sick leave will be paid only when the employee or a member of his immediate family notifies his Public Works Superintendent or other designated person of his absence prior to his starting time either directly or by leaving a message on the Public Works Superintendent's voice mail.

H. Conversion to Vacation Credit. Sick leave credit may be converted to vacation in accordance with the provisions of Article 14(E). No employee is required to convert sick leave credit to vacation days. However, each employee entitled to convert sick leave to vacation shall be required to state his intentions whether or not to use it within a time limit set by the Department or Division Head. This provision may be waived in departments which have no vacation or scheduling problems.

I. Conversion to Terminal Leave. Upon the death or retirement of an employee, regardless of age or years of service, all unused sick leave credit will be converted to terminal leave pay on the basis of 24 sick leave hours for one day's pay, to a maximum of six (6) weeks' pay (30 working days).

Upon the death or retirement of an employee with twenty-five or more years' service unused sick leave credit will be converted to terminal leave pay on the basis of 16 sick leave hours for one day's pay, to a maximum of twelve (12)-weeks' pay (60 working days).

Upon the resignation of an employee, regardless of age or years of service, all unused sick leave credit in excess of 280 hour, will be converted to termination pay on the basis of 24 hours sick leave for 8 hours pay, to a maximum of five (5) weeks pay (25 working days).

Upon the resignation of an employee with 25 or more years of service, all unused sick leave credit in excess of 280 hours will be converted to termination pay on the basis of 16 hours sick leave for 8 hours pay, to a maximum of ten (10) weeks pay (50 working days).

In the event the City modifies this benefit for any other City employee, excluding the City Manager, pursuant to City ordinance or collective bargaining agreement employees covered by this Agreement shall be entitled to a "me too" clause as to this benefit.

J. Supplemental Sick Leave Regulations. Each Department and Division Head shall establish regulations to supplement those set forth above. Such regulations should include the following point:

- (1) Certificate. In cases of illness in the employee's family requiring him to be at home, the employee may be required to submit a certificate from the attending physician attesting to the fact, before sick leave will be allowed.

K. Sick Leave Transfer. With approval of the director of the department, employees that run out of sick leave may have up to forty (40) hours of sick leave transferred to them from other employees. One (1) employee may only transfer eight (8) hours per year to an employee in need. An employee receiving these hours must repay the hours loaned to him as he accrues them.

L. Hours left over after the conversion of sick leave, in paragraph I may at the option of the employee leaving the service of the City, be banked to be available for use for a member who suffers a catastrophic illness and whose sick leave time has run out. Catastrophic illness is defined as an unusual serious health disorder or injury of a duration of three months or more. In no event shall these banked hours be available to any member who has used or has available twelve (12) months or more of sick leave. The use of the catastrophic bank shall be at the discretion of the Department Director and as such the Department Director may establish regulations regarding the use of the catastrophic bank.

## **ARTICLE 16 – INJURY LEAVE**

A. In addition to sick leave as provided by this Agreement, an Employee shall receive job incurred injury leave as follows:

- (1) In the event an employee is injured on the job and unable to perform either his regularly assigned duties or those duties which may be assigned by the head of the department, such employee shall receive, as injury leave compensation, his regular base pay for the first consecutive one hundred twenty (120) work days of time off resulting from the on-the-job injury, provided, however, at the time of the injury and in no event later than one (1) day following the occurrence that gave rise to the injury, the employee notifies an appropriate supervisor of the injury and, unless hospitalized within five (5) work days of the occurrence, provides the employer a physician's statement stating the nature of the injury, limitations on the employee's ability to work, and, an expected date of return to work. The first five (5) working days the employee is absent as the result of an on-the-job injury shall be charged to sick leave. If the employee is absent more than five (5) working days as a result of the on-the-job injury, the first five (5) days shall be returned to the employee's sick leave balance and counted as injury leave. Employees that are off due to an injury that returns to work and is not able to do the job assigned to him, shall be able to continue the remainder of the one hundred twenty (120) work days of injury leave. Those employees returning to work from injury leave, that have not used the one hundred twenty (120) work days of injury leave, and return to their doctor for follow-up or continuous treatment as a result of the injury, shall be paid injury leave for these doctor visits as long as a doctor's statement is provided the City by the employee for said visits. All doctor's statements shall state that the treatment was required and was related to the injury.
  - (2) If an Employee is hospitalized immediately following the injury he shall submit the physician's statement within five days after his dismissal from the hospital to the Employer.
  - (3) If the supervisor is notified and fails to acknowledge the injury, the first five (5) days off will also be charged as injury leave.
  - (4) If the Employee does not notify the Employer, as provided above, the first five (5) days off work because of the on-the-job injury shall be charged as sick leave.
- B. (1) An Employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the Employer from time to time to submit himself for a medical examination by a licensed physician, selected by the Employer. The Employer will pay any legitimate cost for examination that the Employee's medical insurance or Workers' Compensation does not cover, including travel expenses.

(2) If an Employee refuses to submit to a medical examination, or if the report from the physician conducting the medical examination provides that the Employee is either not injured or is able to return to work, further injury leave compensation may be suspended or denied.

(3) If the report from the physician selected by the City is in conflict with the report submitted by the member's physician regarding the nature of the injury, limitations on the member's ability to work or the expected date of return to work, the member shall be examined by a third physician selected by the employer from a list of physicians to be mutually agreed to by the parties. The opinion of said third physician shall be determinative.

(4) A medical report may not be discredited by management.

C. No injury leave will be granted to an Employee who is off work because of any medical condition that existed prior to the Employee's original hire date, including an aggravation or re-injury, off the job, of any such pre-existing condition.

#### **ARTICLE 17 – FUNERAL LEAVE**

A. (1) In the event of death in the immediate family, an employee shall qualify for funeral leave with pay for up to three (3) consecutive work days (24 hours) (or five (5) consecutive work days (40 hours) in case of death of spouse or child) for participation in funeral services or arrangements.

(2) For the purpose of this section, "immediate family" is defined as "spouse, child or stepchild, grandchild, parent, step parent, grandparent, brother, sister, parents, or step parents of spouse, and grandparents of spouse."

B. (1) Funeral pay will be provided to accommodate absences occurring only on regularly scheduled work days at the employee's base rate of pay. Funeral leave will not be granted for any period during which the employee is already in a paid or unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, voluntary unpaid leave, absence without leave.)

(2) Eligibility is further conditioned upon submission by the employee of a certificate as to the purpose and validity of leave usage.

(3) Leave requests meeting the conditions of these sections will be approved by the employee's immediate supervisor, and if requested, the employee shall further submit proof of death and relationship.

(4) Request for funeral leave with pay will not be approved for absences not taken within a seven (7) calendar day period of the date of the funeral.

(5) Funeral leave in excess of 3 days may be charged against accumulated sick leave or vacation. Any sick leave used for this purpose will not count toward the sixty hours for purposes of doctor's notice in Article 15(E) of this Agreement.

C. (1) In the event of the death of a relative in other than the immediate family, as defined above, leave time with pay of up to one (8) hour work day may, at the sole discretion of the director of the department, be taken for participation in funeral services.

(2) Funeral leave in addition to that provided in (C)(1) will be charged against vacation credits.

## **ARTICLE 18 – UNIFORMS**

A. The City shall provide at no cost to the employee eleven (11) uniforms, thirteen (13) for garage attendants. Uniforms will be cleaned on a weekly basis by the City. The City reserves the right to determine the manner in which this clothing is provided, to select the uniform rental service, and to select the style and color of the work clothing. These uniforms will be delivered and picked up at each work facility.

B. The City agrees to pay employees up to the following amounts per year for the purchase of work clothing and OSHA approved safety shoes:

\$500.00 in 2016

On January 15<sup>th</sup> and July 15<sup>th</sup> of each year, employees shall receive equal installments of \$250.00 each. All monetary allowances under this Article shall be prorated with no allowance paid for periods prior to hire, after resignation, retirement, death, or dismissal, and during leave of absence without pay and disability leaves of absence.

All outer garments shall be in City-approved colors. These items shall be maintained by each employee.

Mechanics may use this reimbursement to purchase tools for work purposes.

C. Requirements. Hourly employees are required to wear these uniforms during working hours and shall adhere to requirements established by the City.

(1) Uniforms and other apparel shall be kept neat and clean at all times to the extent possible under respective working conditions.

(2) Items constituting a complete uniform shall be worn as a complete uniform, subject to the determination by the Department Head of the type of, and standards for, a complete uniform.

(3) Items of apparel that are available for special work conditions, for example rain gear and boots, shall be used only while working under such special conditions and subject to the standards set forth by the Department Head.

(4) Wearing apparel required to be worn by the City shall not be worn during off-duty hours except en route to and from the job and during lunch periods. Such apparel shall not be used at any time while conducting personal affairs.

D. Safety Apparel & Equipment Foul-Weather Apparel. The City will provide safety equipment on a checkout basis consistent with the work requirements. Protective clothing such as rubber gloves, suits, and boots will be furnished, and shall be worn, for protection of the eyes, skin, or regular clothing where the working conditions require working with either acid or strong alkali material or similar corrosive materials. Examples are: rubber gloves and rubber footwear for electrical work, face shields or goggles for grinders, rubber aprons and gloves for meter cleaning operations or using corrosive materials for cleaning. Hard hats are to be furnished to those workers who work where falling objects are a hazard.

Since all work by personnel within the scope of this policy involves a potential hazard to the eyes or hands; safety lens for eyeglasses and non-rubber gloves are highly recommended for all employees, but will not be paid for by the City.

The City will furnish, on a checkout basis, foul-weather gear which shall be worn consisting of a hat, cap, hooded raincoat or rainsuit and knee boots, arctics, or hip boots to those employees who are regularly required to work outside in inclement weather (rain or snow). No items will be furnished by the City that are used for cold weather protection (these items of wearing apparel are to be furnished by the employee). Rubber knee boots, hip boots, waders, or arctics will be furnished to those employees who are required to work in trench areas or other job situations which involve working in water.

E. Failure to wear the complete uniform and safety shoes may result in disciplinary action.

F. An employee shall be exempt from the OSHA approved safety shoe requirement upon presentation of a doctor's statement which describes the medical reason(s) the employee cannot wear the OSHA approved safety shoes and the length of time the exemption will be necessary.

## **ARTICLE 19 – TEMPORARY RECLASSIFICATIONS**

A. The Employer may temporarily assign employees to perform the duties of a position classification in an equal, lower or higher salary pay grade on the same or different shift, including a position classification outside the collective bargaining unit.



B. When it is necessary to temporarily fill a higher classification, for any reason, with an employee from a bargaining unit classification, and when that employee is assigned and satisfactorily performs the complete duties of the higher level position for a continuous period of one (1) hour or more, except for training, such employee shall be compensated, during the entire period of continuous temporary assignment, at the beginning step of the higher classification, calculated on an hourly basis, or at a rate of 4.7% greater than the regular step of the employee, whichever is greater. This increased compensation is to be paid when the supervisor or leadman specifically assigns the employee to 'step-up' into the higher classification. It is the intent of the parties that this clause will not be abused by intentionally altering lower classification employees to avoid the higher rate of pay.

C. A continuous temporary reclassification is the total number of continuous regular work hours performed in a higher classified position for which an employee is eligible to receive higher compensation. When an employee, working a temporary reclassification, is relieved of the assignment and returned to his permanent position during regular work hours, the higher compensation shall cease and that particular temporary reclassification shall be terminated.

D. When an employee assigned to a temporary reclassification is called out or required to perform overtime work in his regular position, his status in the temporary reclassification shall not be affected unless such overtime work is continued into the regular work hours of his normal position. Such overtime work shall be compensable at the normal rate of pay for the employee and not at the rate for the higher classified position. When an employee performs overtime work in the temporarily reclassified capacity, compensation shall be made accordingly.

E. Temporary reclassification to higher positions, as outlined herein, does not count in any way toward regular or permanent status in such higher positions.

F. Temporary reclassification within the bargaining unit shall be done on a rotating schedule within the job classification within the division.

G. Temporary reclassification to management positions shall be done on a rotating schedule. Only bargaining unit employees from the Equipment Operator job classification, or higher, shall be available for temporary reclassification to a management position. Temporary reclassification to management shall be voluntary on the part of the bargaining unit member. If all bargaining unit members on the rotation list refuse the temporary reclassification, then the employer may step-up any other bargaining unit member. An updated rotation list will be posted within the division.

H. Seasonal Employees: It is the intent of the parties that seasonal employees will not be assigned higher-rated jobs, including truck driver jobs, when the senior classified employee may, consistent with reasonable operation requirements, be upgraded for sustained hourly periods to the higher-rated jobs.

I. Only temporary reclassifications within hourly bargaining unit classifications will be mandatory.

J. All equipment, excluding the Dump Truck and smaller vehicles and any basic hand powered tools that do not require special training, shall be operated by Equipment Operators.

## **ARTICLE 20 – HEALTH & LIFE INSURANCE**

A. Members shall be entitled to participate in the City's health insurance program as recommended by the Health Care Committee and described in the documents on file in the Finance Department.

(1) The City agrees to maintain a City Health Care Committee for the purpose of regularly reviewing employee health care needs, and implementing a health care program for its employees. The Committee shall act in accordance with the Final Report of the Health Care Task Force Report dated July 10, 2006, and further amendments by the Committee. If the Committee is not maintained by the City, the City will provide the health care benefits in place at the time of the dissolution of the Committee for the remainder of the Agreement.

(2) The Union agrees to participate in the City Health Care Committee and to adhere to the recommendations of the Committee regarding all aspects of health issues, including, but not limited to, the selection of carrier, determination of coverage and determination of co-payments, deductibles, and employee contributions. The City agrees to adhere to recommendations of the Committee as such recommendations apply to the members. The Union shall have one (1) designee that serves on the Committee and may exercise voting rights on behalf of the Union. Any member appointed as the Union's designee shall be paid for attending the Committee meetings. Any overtime incurred by a member while attending meetings of the committee shall be paid at one and one-half times their regular rate of pay.

(3) All coverage shall be subject to the insurance company's requirements and eligibility.

(4) The City shall not be required to contribute any premium amount toward health insurance for any employee who is absent or on leave without pay for ten (10) days.

B. The City shall provide \$15,000 group life insurance coverage with double indemnity to each full-time employee effective with the signing of this contract, at no cost to the employee, in addition to any group life insurance coverage he is eligible to carry at his own expense.

Employees retiring after January 1, 1972, will receive \$5,000 life insurance coverage paid by the City, without double indemnity, subject to the insurance company's requirements.

C. The City of Middletown shall contribute \$63.75 per month to the Ohio AFSCME Care Plan for each full-time employee in the bargaining unit for insurance and health care benefits provided by the fund effective the earlier of either October 1, 2005, or ratification of the contract by both parties.

**ARTICLE 21 – NO STRIKE/NO LOCKOUT**

The Union agrees that there shall be no work interruptions, nor shall there be any slow-down or other interference with services, for the duration of this agreement.

Management agrees that there shall be no lock-out of Union employees for the duration of this Agreement.

**ARTICLE 22 – WAGES**

A. Hourly wage rates.

<b>Building Cleaner/Service Worker &amp; Garage Attendant Trainee</b>									
	A	B	C	D	E	F	G	H	I
July 1, 2016	-	\$15.87	\$16.32	\$16.79	\$17.65	\$18.40	\$19.26	-	-
July 1, 2017	-	-	\$16.57	\$17.04	\$17.92	\$18.68	\$19.55	\$20.47	-
July 1, 2018	-	-	-	\$17.38	\$18.28	\$19.05	\$19.94	\$20.88	\$21.43

<b>Maintenance Worker</b>												
	A	B	C	D	E	F	G	H	I	J	K	L
July 1, 2016	-	\$15.87	\$16.32	\$16.79	\$17.65	\$18.40	\$18.83	\$19.41	\$20.08	\$21.02	-	-
July 1, 2017	-	-	\$16.57	\$17.04	\$17.92	\$18.68	\$19.11	\$19.70	\$20.38	\$21.34	\$22.34	-
July 1, 2018	-	-	-	\$17.38	\$18.28	\$19.05	\$19.49	\$20.10	\$20.79	\$21.77	\$22.79	\$23.86

<b>Inventory Clerk</b>									
	A	B	C	D	E	F	G	H	I
July 1, 2016	-	\$20.09	\$20.99	\$21.98	\$23.01	\$24.08	\$25.21	-	-
July 1, 2017	-	-	\$21.30	\$22.31	\$23.35	\$24.44	\$25.59	\$26.79	-
July 1, 2018	-	-	-	\$22.75	\$23.82	\$24.93	\$25.74	\$27.32	\$28.00

<b>Automotive Partsperson &amp; Mechanic</b>									
	A	B	C	D	E	F	G	H	I
July 1, 2016	-	\$18.88	\$19.52	\$20.09	\$21.07	\$22.06	\$23.09	-	-
July 1, 2017	-	-	\$19.62	\$20.39	\$21.38	\$22.39	\$23.44	\$24.54	-
July 1, 2018	-	-	-	\$20.80	\$21.81	\$22.84	\$23.91	\$25.03	\$26.21

<b>Grounds Technician</b>									
	A	B	C	D	E	F	G	H	I
July 1, 2016	-	\$17.71	\$18.28	\$18.89	\$19.78	\$20.85	\$21.12	-	-
July 1, 2017	-	-	\$18.56	\$19.17	\$20.07	\$21.16	\$21.44	\$22.44	-
July 1, 2018	-	-	-	\$19.55	\$20.47	\$21.58	\$21.86	\$22.89	\$23.97

<b>Equipment Operator</b>										
	A	B	C	D	E	F	G	H	I	J
July 1, 2016	-	\$17.71	\$18.28	\$18.89	\$19.78	\$20.85	\$21.12	\$22.11	-	-
July 1, 2017	-	-	\$18.56	\$19.17	\$20.07	\$21.16	\$21.44	\$22.44	\$23.49	-
July 1, 2018	-	-	-	\$19.55	\$20.47	\$21.58	\$21.86	\$22.89	\$23.97	\$25.09

<b>Equipment Operators Holding only a Class B CDL</b>	
	F
July 1, 2016	\$20.68
July 1, 2017	\$20.99
July 1, 2018	\$21.41

Members shall participate in the "Performance-Based Compensation" set forth in the Pay & Benefits Ordinance, as adopted by the City Council of Middletown each year.

B. Salary Adjustment. The salary of each employee shall be reviewed every year by the director of the department for the purpose of determining which employee shall be entitled to a step increase. All of the employee's personnel records, performance and length of service shall be considered in making recommendations with major emphasis placed on the evaluation of services rendered. On the recommendation of the department head, the City Manager may advance an employee at the time of such review until the maximum step has been reached.

C. Members agree that all payroll payments will be direct deposited in an account of their choice in compliance with the guidelines established by the City of Middletown Finance Department.

D. Shift Differential. For any shift commencing between the hours of 3:00 p.m. and 4:00 a.m. of the following day, differential pay shall be as follows:

- (1) For any shift starting at 3:00 p.m. or after, but not later than 10:59 p.m. \$0.30/hour.
- (2) For any shift starting at 11:00 p.m. or after, but not later than 4:00 a.m. \$0.35/hour.

Employees working outside their regular shift in overtime situations will not be entitled to shift differential pay.

When there is a need to work an employee on a different shift other than his regular shift, it shall be offered to the senior employee within the classification needed first then the next senior, etc. If all refuse then the least senior shall be assigned.

E. All hourly employees shall be paid on a weekly basis.

## **ARTICLE 23 – LONGEVITY**

A. Hourly employees will receive longevity pay in accordance with the following scheduled percentages of their existing base salary as of November 30 of the year in which longevity is to be paid:

10 years or more of service	1%
15 years or more of service	2%
20 years or more of service	3%

B. Payment of Longevity.

- (1) Longevity will be paid in a lump sum in December of each year.

(2) In order to receive longevity payments, an employee must be on the payroll when such payment is made, except as provided herein.

C. Death or Retirement. In the event of the death or retirement of an employee, longevity due for that year will be paid through the date of death or retirement on a pro-rata basis through that date. It will not be paid on any terminal pay, but will be paid as a lump sum with any earned terminal pay.

## **ARTICLE 24 – NO VERBAL STATEMENT**

This working Policy Agreement constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

## **ARTICLE 25 – MISCELLANEOUS**

A. Performance Evaluation. A copy of employee's performance report shall be given to the employee at the time of report.

B. (1) Health and Safety. The Union President will be entitled to be a member of the City Safety Committee along with two other hourly employees. Meetings will be scheduled at the request of the Union President. The Union President may raise issues of health and safety before the Committee. The Committee is not required to take any action to resolve or correct the issue, but will review the issue and determine if further action is necessary.

(2) Compliance With Laws. In order to have a safe place to work, the City agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the City.

(3) Unsafe Conditions. If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be shut down.

C. Labor – Management Discussion Meetings. There shall be a monthly Labor – Management meeting scheduled to discuss problems of concern of the parties in the Labor – Management area.

The Labor – Management Committee is to consist of no more than the five (5) designated committee members and business agent from the Union and no more than five (5) representatives and Manager of the Division of Personnel from Management.

The monthly discussion meeting of one (1) hour's duration will be set by the parties at a mutually agreeable time as follows:

Either party shall submit a proposed agenda in writing to the other at least five (5) working days prior to the scheduled meeting. At the same time the Union shall notify the Manager of the Division of Personnel of the names of those Committee men who will be in attendance.

The parties shall consider alternately the consecutively placed items from both lists.

The parties are encouraged to present their items expeditiously and terminate the meeting at the end of one (1) hour.

Those items are considered during the Labor – Management discussion meeting may be resubmitted in writing for agendas of subsequent meetings.

D. Copies of this Agreement will be printed by the City and shall be distributed by the Union to each person covered by this Agreement.

E. Injury Report. In case of an on-the-job injury, a copy of the injury report shall be forwarded to the Union President.

F. Union Office. The President of Local 856 will be provided office space at a location to be mutually agreed upon by both parties. If the parties cannot agree on a different location, the Union Office shall remain at the current location.

G. The City shall furnish the Union President of Local No. 856 a copy of all correspondence that is presented to any hourly employee within the bargaining unit.

H. Damage or Loss of Personal Property. An employee whose personal property is damaged or stolen while in the performance of his/her duties shall be reimbursed in accordance with Administrative Regulation II-40 for the cost of repair or replacement of the item. This includes tools left on City property by mechanics. The mechanics will supply the City with an inventory list of all tools and update this list from time to time.

I. Outside Employment. Employees will be permitted to engage in outside employment provided they first notify their supervisor. All such outside employment shall be subject to the restrictions set forth in Chapter 106 (Ethics and Conflict of Interest) of the Policy and Procedures Manual.

J. The employer will not require employees to work outdoors in heavy or continuous storms, or excessively cold temperatures, or extreme heat, except as deemed necessary by the City. During heavy or continuous storms, extreme heat, or excessively cold temperatures, employees will be assigned work on projects that can be done indoors.

## **ARTICLE 26 – TOTAL AGREEMENT, HEADINGS AND GENDERS**

A. The provisions of this Agreement constitute the entire written Agreement between the City and the Union. Neither party shall be bound by prior written or verbal agreements.

B. It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of such Article.

C. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 27 – EMBODIMENT**

The two parties to this Contract jointly and separately agree that this Contract embodies all applicable provisions relating to employees covered.

The City and AFSCME Local 856 each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter during the course of collective negotiations preparatory to the signing of this Contract.

## **ARTICLE 28 – TERMINATION**

This working policy shall become effective July 1, 2016 and shall remain in force until June 30, 2019, pursuant to the stipulations contained herein, and provided that either party desirous of making changes or modifications in any item must notify the other party at least 60 days prior to the expiration date of said policy. In the event that neither party wishes to request changes, the working policy shall continue in effect.

## **ARTICLE 29 – WITNESS/JURY DUTY**

A. A leave of absence with pay may be granted when an employee is call for jury duty or subpoenaed as a witness.

B. Procedure. An employee must submit an application to his immediate supervisor, stating reasons for a leave. The department head will act upon requests for



a leave of three days or less. The final decision for a leave of more than three days must be approved by the City Manager.

C. Conditions. Approval of leave must be given in writing with a copy to the Division of Personnel. The City will compensate for the difference between an agency payment and the employee's regular salary.

## **ARTICLE 30 – OTHER LEAVES**

Family and medical leaves shall be granted in accordance with the FMLA of 1993 and Policy and Procedure Manual of the City of Middletown.

## **ARTICLE 31 – TRAINING AND SEMINARS**

The expenses for bargaining unit employees who are required by the employer to attend training schools, seminars, or other educational programs shall be paid by the City. The City shall also pay costs for any examinations it requires the employee to take. The employees shall be paid for attending such schools, seminars, programs or examinations in accordance with the Fair Labor Standards Act. Tuition reimbursement, as provided by the Administrative Regulations, shall be available to the employees for authorized programs not required by the City.

The City agrees to reimburse employees required to maintain a commercial driver's license for the renewal of such CDL to the extent it exceeds the cost of a regular operator's license, not to exceed \$25.00 every four years. This applies only to required periodic renewals, and not to costs for loss, suspension, etc.

All members, except those in the job classification of Building Cleaner/Service Worker and Grounds Technician shall be required to hold a Class A CDL. Any present employee required by this Article to possess a Class A CDL who does not presently possess a Class A CDL shall obtain a Class A CDL on or before July 1, 2012. If any present employee fails to obtain a Class A CDL on or before July 1, 2012, the employee shall not be eligible for promotion to any position in the bargaining unit.

The City shall provide employee(s) with CDL study materials and assist in training. The City will provide the equipment, time and driver for the actual testing procedure. After the employee obtains a CDL, he/she will be reimbursed for the first actual license.

It is understood that those who sign the Overtime List can only work the positions for which they carry the proper CDL. Those members who do not have CDL's will be at the bottom of the list for overtime.

## ARTICLE 32 – MECHANIC CERTIFICATIONS AND ALLOWANCES

A. (1) All mechanics hired after September 1, 2011 shall be required to obtain and retain certain certifications in order to receive the salary adjustments set forth in Article 22(B). In addition to the requirements set forth in Article 22(B), all mechanics hired after September 1, 2011 must obtain and maintain the following certifications in order to receive salary adjustments under that section:

The certifications listed are the Core Certifications necessary:

Freon/Refrigerant certification

### ASE Certifications:

- A1 – Auto: Engine Repair
- A4 – Auto: Suspension and Steering
- A5 – Auto: Brakes
- A6 – Auto: Electrical/Electronic System
- A7 – Auto: Heating and Air Conditioning
- A8 – Auto: Engine Performance
- T2 – Med/Heavy Truck: Diesel Engines
- T4 – Med/Heavy Truck: Brakes
- T8 – Med/Heavy Truck: Preventative Maintenance

Employees may obtain the certifications in any order after they have obtained the required Freon/Refrigerant certification during their probationary period.

<u>STEP</u>	<u>CERTIFICATION NECESSARY</u>
A	Freon/Refrigerant certification*
B	ASE certifications Must have (4) Core Certifications
C	ASE certifications Must have (6) Core Certifications
D	ASE certifications Must have (8) Core Certifications
E	ASE certifications Must have (10) Core Certifications

\*(2) If a probationary employee fails to obtain their certification in Freon/Refrigerant during their probationary period, they will be deemed to have failed their probation and shall be terminated from their employment.

(3) Any mechanic hired after September 1, 2011 who fails to maintain a certification after initially obtaining it shall not receive the tool allowance provided in section (F) below for the following year in which the certification is not maintained. The tool allowance in section (F) will not be reinstated until the required certification renewals are obtained.

B. Any mechanic who obtains all of the certifications required to advance to a step under paragraph (A) of this Article shall receive an additional tool allowance of fifty dollars (\$50.00) for each group of certifications obtained in each year after they obtain those certifications so long as they maintain those certifications. Mechanics hired after September 1, 2011 will receive this additional tool allowance after they receive their step increase and each year thereafter so long as they remain eligible for the step increase. The tool allowance shall be paid in accordance with Article 25, paragraph H.

C. There shall be an additional \$25.00 tool allowance for each Core Certification obtained prior to the required certifications necessary for a step increase. Current mechanics hired after September 1, 2011 who have obtained more Core Certifications than required for a step increase, shall receive a lump sum payment for the Core Certifications they have completed beyond those they have already been compensated for.

Mechanics will also be compensated an additional \$25.00 in tool allowance for up to (5) five approved certifications or re-certifications not listed in the Core Certifications in the year in which the certification or re-certification is obtained.

D. The City shall maintain training materials for the required ASE certifications.

E. The City will reimburse an employee for the cost of any tests for a required certification which the employee passes.

F. Tool allowance is provided for each Auto Mechanic on January 15<sup>th</sup> of each year as follows:

January 15, 2017     \$500.00

G. Mechanics may also use the clothing reimbursement to purchase tools for work purposes as described in Article 18 – Uniforms.

## ARTICLE 33 – DRUG & ALCOHOL TESTING

In accordance with the Omnibus Transportation Employee Testing Act of 1991, and the federal regulations issued thereunder by the United States Department of Transportation and the Federal Highway Administration (49 C.F.R., Parts 40 and 382), the parties hereby agree that members of this bargaining unit will be subject to drug testing in accordance with Chapter 77 (CDL Drug & Alcohol Policy) of the Policy and Procedure Manual of the City of Middletown.

### APPENDIX #1

A. Class Titles

Inventory Clerk	Mechanic
Automotive Partsperson	Equipment Operator
Maintenance Worker	Grounds Technician
Water Meter Service Worker	Garage Attendant
Garage Attendant Trainee	Building Cleaner/Service Worker

B. Entry level Maintenance Workers will be hired in Step A and shall move to Step B once the employee has successfully passed a 6 month probation period and has obtained a valid Class A CDL.

An employee hired as a Maintenance Worker who fails to obtain a Class A CDL during his/her six (6) month probation period shall have his/her probation period extended by operation of this Agreement to one year. If the employee fails to obtain a Class A CDL before the end of the extended probationary period shall be deemed to have failed his/her probation and shall be terminated from employment.

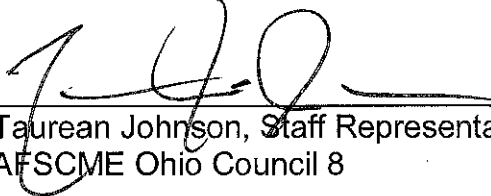
Employees in the classification of Maintenance Worker shall not be eligible to move to a higher step in such classification until the employee obtains a valid Class A CDL. Employees in the classification of Maintenance Worker shall not be eligible test for the classification of Equipment Operation until such employee has held the classification of Maintenance Worker for one year and obtained a valid Class A CDL.

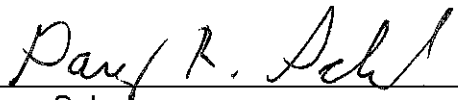
Employees who held the classification of MEO II prior to the July 1, 2008 Reclassification that do not hold a valid Class A CDL shall not be eligible to move to a higher step in the Equipment Operator classification until a valid Class A CDL is obtained.

SIGNATURES


AFSCME LOCAL #856, AFL-CIO

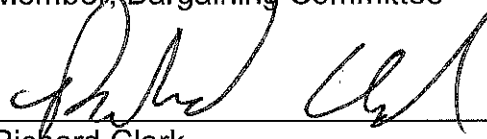
  
James Miller, President, Local #856  
Member, Bargaining Committee

  
Taurean Johnson, Staff Representative  
AFSCME Ohio Council 8

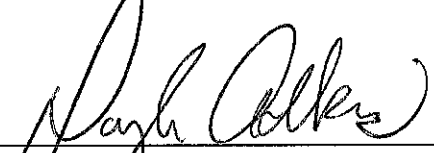
  
Gary Schuf  
Member, Bargaining Committee

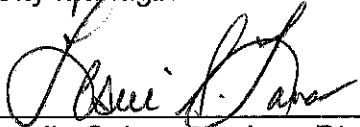
  
Rod Banks  
Member, Bargaining Committee

  
Jeffrey Palmer  
Member, Bargaining Committee

  
Richard Clark  
Member, Bargaining Committee

CITY OF MIDDLETOWN

  
Douglas Adkins  
City Manager

  
Leslie S. Landen, Law Director  
Bargaining Committee Member

  
Scott Tadych, Director of PW&U  
Bargaining Committee Member

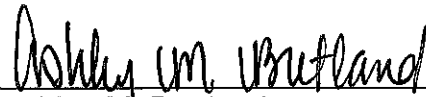
  
Ron Phelps  
Bargaining Committee Member

  
Joe French  
Bargaining Committee Member

  
Rex Hoit  
Bargaining Committee Member

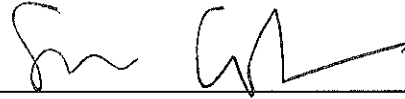
  
Brian Adams  
Bargaining Committee Member

  
Duane Retherford  
Bargaining Committee Member



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Ashley M. Bretland  
Assistant Law Director  
Bargaining Committee Member



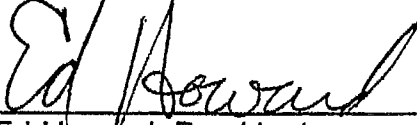
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Susan H. Cohen  
Assistant Law Director  
Bargaining Committee Member


**LETTER OF UNDERSTANDING**  
**BETWEEN CITY OF MIDDLETOWN**  
**AND**  
**AFSCME LOCAL 856**

Effective May 29, 2008 AFSCME Council 8 Local 856 agrees that between the months of November 1 of each year to April 1 of each year the assigned snow routes will be frozen during this period. The assignment of such snow routes is not greivable under Article 7.

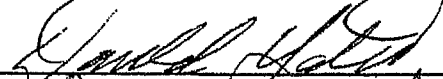
**For the Union**

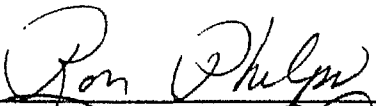
  
\_\_\_\_\_  
Ed Howard, President

\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Debbie Garcia, Staff Representative  
AFSCME Ohio Council 8

\_\_\_\_\_

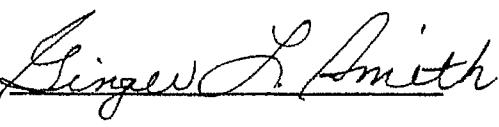
  
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**For the City of Middletown**

  
\_\_\_\_\_  
Judy Gilleland, City Manager

8/15/08  
\_\_\_\_\_  
Dated

Approved:   
\_\_\_\_\_  
Law Department

**LETTER OF UNDERSTANDING**

**CITY OF MIDDLETOWN**

**AND**

**AFSCME, LOCAL 856**

**Whereas**, the City of Middletown and AFSCME, Local 856 have established certain working policies regarding overtime work in Article 11 of the Collective Bargaining Agreement (hereinafter "CBA"); and,

**Whereas**, the parties have implemented and wish to use a modified process in the water division of the Department of Public Works & Utilities (hereinafter the water division);

Now, therefore, the parties hereby acknowledge that the following process for the call-out of overtime may be used in the water division:

1. Call-outs for issues related to water distribution: The equipment operators and maintenance workers who are regularly scheduled to check, repair, etc. water lines are divided into teams. The teams rotate call-outs on a weekly basis. The team or individuals on the team designated as available for work related to the water lines during that week shall be called out first.

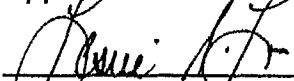
2. Call-outs for issues related to water meter service: Water turn-on, turn-off, or call-outs Sunday through Saturdays shall normally be performed by employees performing such work during that week. Those employees working on a weekly rotation list (Friday 3:00 p.m. to Friday 3:00 p.m.) shall be first offered the opportunity to work any and all call outs for turn-on, turn-off, or meter repair or replacement and any other normally performed functions of said classification. Those employees shall be called in order of the weekly rotation list. If an Employee accepts the call-out he/she shall be required to perform the work. If those employees cannot be reached or all refuse the call, the Supervisor shall determine the manner in which the work shall be performed.

The lists of employees assigned to call-outs for the work to be performed under paragraphs one (1) and two (2) above shall be developed and maintained by the City. The Supervisor may change the lists as needed to reflect the assignment of the employees. All employees in the water division shall be placed on one, but not more than one, of these lists.

**CITY OF MIDDLETOWN**

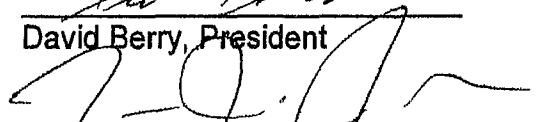
  
Judy Gilleland, City Manager

Approved as to form

  
Leslie S. Landen, Law Director

**AFSCME, LOCAL 856**

  
David Berry, President

  
Taurean Johnson, AFSCME Council 8



**LETTER OF UNDERSTANDING  
BETWEEN CITY OF MIDDLETOWN  
AND  
AFSCME LOCAL 856**

**Whereas**, the City of Middletown and AFSCME, Local 856 have established certain working policies regarding scheduled overtime work in Article 11, specific to: C. Overtime Procedure section (3) Scheduled Overtime of the Collective Bargaining Agreement; and,

**Whereas**, the parties have implemented and wish to use a modified process in the Parks Division of the Department of Public Works & Utilities;

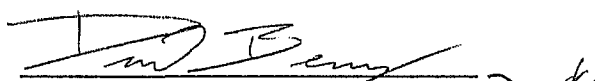
**Now, therefore**, the parties hereby acknowledge that the following process for schedule overtime may be used in the Parks Division:

1. Scheduled Overtime for issues related to the Parks Division: Beginning May 1<sup>st</sup> and ending at the City's discretion, Sunday through Saturday, the scheduled overtime for opening, closing and cleaning of the parks restrooms shall be as follows: Employees should be notified at the earliest possible time of scheduled overtime. Any employee who has been notified to report for work outside his/her normal scheduled shift, shall (unless they have been properly notified not to report for work) receive (2) hours work or pay in lieu thereof. This scheduled overtime will be paid at the time and one-half rate.
  
2. All other Scheduled Overtime related to the Parks Division: If there is any other scheduled overtime in the Parks Division not related to item (1) above, the current contract language for Scheduled Overtime will be followed.

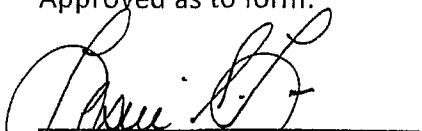
**CITY OF MIDDLETOWN**


**AFSCME, LOCAL 856**

  
\_\_\_\_\_  
Judith A. Gilleland, City Manager

  
\_\_\_\_\_  
David Berry, President Date

Approved as to form:

  
\_\_\_\_\_  
Leslie S. Landen, Law Director

  
\_\_\_\_\_  
Taurean Johnson, AFSCME Council 8