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**A G R E E M E N T**

**Between**

**CITY OF THE VILLAGE OF INDIAN HILL  
HAMILTON COUNTY, OHIO**

**and**

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES OHIO COUNCIL 8 AFL-CIO**

September 1, 2016 to August 31, 2019

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A G R E E M E N T

AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between THE CITY OF THE VILLAGE OF INDIAN HILL, Hamilton County, Ohio (hereinafter referred to as the "City" or "Village" or "Employer" or "Management") and THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES OHIO LABOR COUNCIL 8 AFL-CIO (hereinafter referred to as "AFSCME" or "Union") acting herein on behalf of the Employees of the Indian Hill Public Works Department, as hereinafter defined, now employed, and hereafter to be employed and collectively designated as the "Employees" or "Service Workers."

All sections of this Agreement that are inconsistent with Ohio law are intended to supersede Ohio law, in accordance with Chapter 4117 of the Ohio Revised Code. The parties agree that some sections of the Agreement may specifically identify certain Ohio laws that are superseded and others may not. If a section does not specifically indicate that Ohio law is superseded, that section shall nevertheless be interpreted to supersede Ohio law.

W I T N E S S E T H:

WHEREAS, the Employer, hereby recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of the Village and to set forth herein their agreement covering wages, hours, and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **ARTICLE 1**

### Recognition - The Collective Bargaining Unit

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time Employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board Case No. 2010-REP-09-0142 as follows:

(a) Included: All full-time Employees of the Indian Hill Public Works Department in the classifications of Custodian, Laborer, and Service Worker;

(b) Excluded: All management level and confidential employees as defined by the Board, Crew Leaders, the Chief Mechanic and Assistant Mechanic, and all seasonal and casual employees.

Section 2. Whenever the word "Employee" is used in this Agreement it shall be deemed to mean the Employees in the bargaining unit covered by this Agreement, as defined in Article 1, Section 1 hereof.

Section 3. For intent, the word "Union", when used in this Agreement shall mean the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO.

## **ARTICLE 2**

### No Discrimination

Section 1. Neither the Village nor the Union shall interfere with the rights of Employees covered by this Agreement to become or not become members of the Union. There shall be no discrimination against any such Employee because of lawful Union membership, activities or status, or non-membership activity or status. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all Employees in the bargaining unit.

Wherever the male gender is used in reference in this Agreement, it shall be construed to include male and female.

Section 2. The provisions of this Contract shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or handicap. The Union and the Employer shall share equally the responsibility for applying this provision of the Contract.

### **ARTICLE 3**

#### Associates/Bulletin Board/Union Business

Section 1. The Union is authorized to select one (1) steward and one (1) alternate to conduct approved Union business for the bargaining unit. The steward/alternate, upon giving reasonable notice, and upon authorization from the City Manager or his designee, may be allowed reasonable time off without loss or gain in pay to investigate a grievance, consult with the Employer in processing a grievance, or to assist in the settlement of disputes. Permission to investigate and/or process a grievance or attend a disciplinary hearing during on duty time is at the sole discretion of the Employer.

Section 2. No Union business may be conducted during work time without the prior approval of the Employer. However, a request for such on duty Union time will not be unreasonably withheld.

Section 3. If scheduling permits, in the sole discretion of the Superintendent, the Employer shall endeavor to allow Union representatives to utilize available paid time off (holidays, compensatory time or vacation time) to attend to Union business, seminars, conferences, conventions or meetings.

Section 4.     AFSCME Officials Roster. The Union shall provide the City Manager an official roster of its representatives within 30 days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

- (a) Name
- (b) AFSCME Office Held

Section 5.     The Village agrees that this roster shall not be made available to the public by the Village, that only Village Employees and agents with a legitimate need to know shall have access to the roster. The parties recognize that the Village may be required to disclose the AFSCME officials' roster pursuant to state or federal laws and that such disclosure made pursuant to such laws does not constitute a violation of any provision of this Agreement.

Section 6.     The Employer shall provide a bulletin board at the Public Works Department which shall be used for the purpose of posting proper Union notices. Such bulletin board shall be placed conspicuously in an area accessible to all affected Employees. The Employer may post notices on the board of matters relating to vacancies within the City. The Union may post notices relating to recreational and social events applicable to bargaining unit Employees; elections or election results; general membership meetings and other related business meetings; and, general Union business of interest to bargaining unit Employees. The Employer may remove any notice posted that attacks another employee, contains derogatory attacks upon the Employer or another organization, or contains comments regarding a candidate for public or Union office.

Section 7.     A copy of this Agreement will be posted in the workplace.

Section 8.     AFSCME Bargaining Committee and Contract Negotiations. The Union may have as many as three (3) Employee representatives who will serve on the Union's

Bargaining Committee for contract negotiations. The Employee representatives shall not be paid overtime for any time that goes beyond his/her regular scheduled shift.

## ARTICLE 4

### No Strike or Lockout

Section 1. No Employee shall engage in any strike, sit-down, slow-down, speed-up, sit-in, cessation, stoppage or refusal to perform work, including any intermittent strike.

Section 2. The Union, its officers and agents, shall not in any way authorize, assist, encourage or participate in any strike, slow-down, speed-up, sit-down, sit-in, cessation, stoppage or refusal to perform work, including any intermittent strike.

Section 3. In addition to any remedy or right provided by applicable law or statute, should a strike, sit-down, slow-down, speed-up, sit-in, cessation, stoppage or refusal to perform work occur, the Union, within twenty-four (24) hours of a request by the Employer, and with good cause shown, shall:

- (a) publicly disavow such action by the Employees;
- (b) advise the Employer in writing that such action by Employees has not been caused, sanctioned, supported or approved by the Union;
- (c) notify Employees of its disapproval of such action and instruct such Employees to cease action and return to work immediately;
- (d) post notices at Union bulletin boards advising that it disapproves of such action, and instructing Employees to return to work immediately.

Section 4. The Employer agrees that it will not lockout Employees during the term of this Agreement and the Union and Employees agree that no picketing will occur during the term of this Agreement.

## ARTICLE 5

### Seniority

Section 1. Definition of Seniority. As used herein, the term "seniority" shall be defined as the continuous uninterrupted length of service or employment as a full-time Employee in a bargaining unit position. Service as a part-time Employee for the City shall not be credited as seniority. Employees shall not accrue seniority while on unpaid leaves of absence.

Section 2. Application of Seniority. "Seniority" shall accrue to all Employees covered by this Agreement in accordance with the provisions of this Article. Seniority, as defined in Section 1 of this Article, will apply wherever Employee seniority rights are established in the terms and conditions of the Agreement. The criteria for determining the Employee with more seniority among two (2) or more Employees hired on the same date shall be the Employee with the lowest last digit in their social security numbers being the most senior. If the last number for both Employees is the same the process will continue with the next to the last number, and so on.

Section 3. Seniority List. The Employer will provide an overall seniority list, as well as a seniority list by division, annually during the period of November 15 through December 15, and updated thereafter as needed, together with any other lists that are to be posted, provided or maintained at the appropriate time, such as voluntary event related lists and standby pager.

Section 4. Breaks in Service. The following situations shall not constitute a break in continuous service but Employees shall not accrue seniority while in the status of any of the following:

- (a) Absence while on approved leave of absence;
- (b) Military leave;

- (c) A layoff of 2 years duration or less; or
- (d) Periods of disciplinary suspension.

The following conditions constitute a break in continuous service for which seniority is lost:

- (a) Discharge or removal for just cause;
- (b) Retirement;
- (c) Layoff for more than 2 years;
- (d) Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- (e) Failure to return to work at the expiration for approved leave of absence;
- (f) A resignation or job abandonment;
- (g) Absent without leave for more than three (3) working days.

Section 5. Layoff Notification. The provisions of R.C. § 124.321 or Rule X of The Personnel Rules of The Manager of Indian Hill shall not apply for reasons for layoff or recall by the Employer. The Employer may lay off Employees for reasons of economy, efficiency, lack of funds or work, or abolishment of positions or any other reason deemed appropriate by the Employer. Notice to the Union and affected Employees shall be thirty calendar days (30) in advance of the effective date of the layoff or job abolishment. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 6. Layoff. In the event of a layoff, probationary Employees will be laid off first without regard to their individual periods of employment. Non-probationary Employees shall be laid off next in inverse order of their seniority.

Section 7.      Recall.

(a) Whenever a vacancy occurs in a position for which a laid off Employee is qualified, such Employees shall be recalled in accordance with their seniority in the reverse order in which they were laid off.

(b) The recalled Employee shall have five (5) calendar days following the date of receipt of, or attempted delivery of notice of recall, at the Employee's last known address, to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date is specified in the recall notice. An Employee has the burden of notifying the Employer of his current address or of a change of address.

**ARTICLE 6**

Management Rights

Section 1.      Except as otherwise specifically provided in this Agreement, it shall be the Employer's sole and exclusive right and responsibility to:

(a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, subcontracting permitted by law, utilization of technology, and organizational structure;

(b) Direct, supervise and evaluate the work of Employees;

(c) Maintain and improve the efficiency and effectiveness of the Employer's operations;

(d) Determine the mission of the Public Works department and the personnel, methods, means, and procedures necessary to most efficiently fulfill that mission;

- (e) Determine the size and composition of the work force;
- (f) Determine the adequacy of the work force, as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders.
- (g) Suspend, discipline, reduce, demote or discharge Employees for just cause;
- (h) Lay off Employees or abolish positions;
- (i) Hire, schedule, promote, demote, transfer and assign Employees;
- (j) Recruit, select, and determine the qualifications and characteristics desired in new hires;
- (k) Schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient department operations;
- (l) Determine the locations, size and number of facilities;
- (m) Determine the quality standards and level of service required;
- (n) Schedule Employees and establish their hours and days of work;
- (o) Select the type, quantity and quality of equipment, tools and machinery to be used in the methods of operating them and the responsibilities therefore;
- (p) Take necessary action during emergency situations;
- (q) Establish and enforce a tardiness and absenteeism policy permitting discipline, including termination, for any violation thereof;
- (r) Train or retrain Employees as management deems appropriate and to require Employees to maintain certifications, including but not limited to Commercial

Driver's License (CDL) certification and other certifications required by the State of Ohio to perform a particular job;

(s) Generally manage the Public Works Department's business as it deems best;

(t) Enforce a Drug and Alcohol Policy permitting discipline, up to and including termination, for any violation thereof, subject to the "just cause" provisions of this Agreement; and

(u) Subcontract bargaining unit work. The Union acknowledges that the Village has always subcontracted work and it maintains the right to continue to do so. If bargaining unit positions are expected to be reduced as a result of subcontracting, the parties agree to meet and confer regarding the decision. If the parties reach impasse, the Village will meet and confer with the Union regarding the effects of the Village's decision, if the decision is to proceed with subcontracting.

Section 2. It is agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein or traditionally exercised by the Employer.

## ARTICLE 7

### Dues Deduction

Section 1.     Dues Check-off.     The Employer agrees to deduct Union membership dues and initiation fees from the paychecks of Employees as set forth herein. This obligation shall commence upon the successful completion of the probationary period or sixty (60) days following the beginning of employment, whichever is less. The deduction shall be made from the last pay of each month. The deduction shall be in the amount certified by the Union to the Employer. No deduction shall be made from the pay of any Employee unless and until the Union furnishes to the City Manager a payroll deduction form signed and dated by the Employee member of the Union authorizing the deduction. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article.

Section 2.     The Employer shall be relieved from making such "check off" deductions upon:

- (a) termination of employment, or
- (b) transfer to a job other than one covered by the bargaining unit, or
- (c) lay off from work, or
- (d) an agreed leave of absence without pay, or
- (e) written revocation of the check off authorization by the Employee.

Section 3.     The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, initiation fees or assessment deductions.

## ARTICLE 8

### Probationary Employees

Section 1. Any Employee promoted to a higher level position shall be required to successfully complete a promotional probationary period of one hundred eighty-five (185) calendar days. An Employee serving a promotional period whose performance is judged unsatisfactory may be returned to his/her former classification and pay level. The return of an Employee to his/her former classification and pay level shall not be subject to the grievance procedure.

Section 2. Newly hired Employees or Employees new to the Public Works Department shall be considered probationary for a period of three hundred sixty five (365) calendar days from the first day that the Employee reports to work. Employees retained by the Employer beyond the probationary period acquire seniority as of the first day of work. Benefits for newly hired Employees shall become effective upon the first day of the month following the Employee's first date of employment as a Public Works Employee, except as otherwise indicated in this Agreement.

Section 3. During the probationary period, the Employer may discharge or discipline any probationer at will and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement. In all non-disciplinary matters, the probationary Employee is entitled to Union representation including the grievance procedure.

Section 4. The parties agree that this Article shall be the sole and exclusive recourse available to probationary Employees and the parties hereto, and where provisions of this Agreement conflict in any form or fashion with otherwise applicable provisions of Ohio law, the provisions of this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

It is the intention of the parties that this provision be given broad interpretation so as to give the parties' collectively bargained agreement its intended preemptive effect.

## ARTICLE 9

### Discipline

Section 1. The tenure of every Employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No Employee shall be reduced in pay and position, suspended, removed or discharged except for grounds stated in this Agreement. The Employer may take disciplinary action against any Employee in the bargaining unit only for just cause. In addition to disciplinary action as set forth in this Article, the Employer may take this type of action for actions occurring while the Employee is on duty in any capacity, or off-duty representing him/herself as an Employee of the Village of Indian Hill in any way (implicitly or explicitly) or if the conduct impacts the Employee's ability to perform his job or be trusted.

Forms of disciplinary action are as follows:

- (a) Verbal warning (written record)
- (b) Written reprimand
- (c) Suspension with or without pay
- (d) Reduction in classification or rank
- (e) Discharge from employment

Section 2. Among other things, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming an Employee or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action up to and including termination.

The following list is intended to provide Employees with a general idea of the type of behavior that may result in disciplinary action. This list is not meant to be all inclusive.

- (a) Gross neglect of duty or refusal to comply with management's lawful instruction.
- (b) Insubordination.
- (c) Indecent conduct or conviction of a felony or of a misdemeanor while an Employee of the City (excluding minor traffic offenses).
- (d) Intentional falsification of personnel records, time reports or other City records.
- (e) Indulging in offensive conduct or using offensive language.
- (f) Unauthorized sleeping on duty.
- (g) Being under the influence or in the possession of intoxicants or illegal drugs while on duty.
- (h) Deliberate or careless conduct endangering the safety of the Employee or other Employees including provoking or instigating of a fight during working hours or on City premises.
- (i) Inducing or attempting to induce any Employee in the service of the City to commit an unlawful act or to act in violation of any City departmental official regulations, orders, or professional ethics.
- (j) Accepting any fee, gift, or other valuable thing in the course of or in connection with work for personal use from any person or groups of persons when such a gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than accorded other persons.

(k) Unauthorized use of City property, whether that property be vehicles, machinery, uniforms or office material.

(l) Discussing with unauthorized persons any confidential information gained through their employment with the City.

(m) Excessive tardiness, inattentiveness to work, failing to start work at a designated time, quitting work before proper time, or leaving Employer's premises during working hours without authorization from the Department Head or his designee.

(n) Using tobacco products in unauthorized areas.

(o) Violating a safety rule or safety practice.

(p) Failure to report an accident or to falsify reports concerning accidents.

(q) Failure to report to work without giving the supervisor, Department Head or his designee, notice of absence by the beginning of that scheduled work day, unless it is impossible to give such notice. Only emergency situations will be regarded as exceptions.

(r) Vending, soliciting, or collecting contributions on the Employer's time.

(s) Unauthorized possession of items such as firearms, explosives, or other weapons on City property at any time.

(t) Willful or careless abuse, damage, or destruction of City property at any time.

Section 3. Loss of operator's permit or commercial driver's license for a period exceeding ninety (90) calendar days shall result in the automatic termination of employment. The restoration of driving privileges for purposes of travel to or from work shall not modify the effects of this provision.

Section 4. With respect to a suspension without pay, demotion with reduction in pay, removal or discharge, the Employer will conduct a hearing immediately subsequent to the completion of any investigation where, during such hearing, the Employee and the Union are notified of the charges and given an opportunity to respond before a disciplinary decision is made. The Employer will notify the Employee within five (5) calendar days from the time of the decision to so suspend, remove or discharge, or within thirty (30) days of the close of an administrative hearing by the City Manager, whichever date is earlier. If the Union or the Employee desires to contest a suspension without pay, demotion or termination, it shall give written notice thereof to the Employer within a period not to exceed seven (7) calendar days from the date of the above notice. In such event, the dispute shall be submitted and determined under the grievance and appeal procedures hereinafter set forth, commencing at Step 2 of the grievance procedure.

Section 5. In issuing discipline, the City may take into account the nature of the violation, the Employee's record of discipline, and the Employee's performance record.

Section 6. Any Employee charged with or under indictment for a felony that is not disciplined or discharged by the Employer, may be placed on unpaid leave of absence without pay until resolution of the court proceedings. An Employee may use accrued but unused vacation or personal leave time during the leave. An Employee found guilty by trial of a felony shall be summarily discharged and shall have no recourse through the grievance procedure. Where the charges are reduced to a misdemeanor or the Employee is found innocent of the charges, the Employee may be subject to discipline pursuant to the terms of this Article. The Employer may continue to pay the Employee's insurance premiums as provided in the Agreement during the unpaid leave of absence.

Section 7. Any record of an oral reprimand shall, upon written request of the Employee, be removed from the personnel file after one (1) year from the date of reprimand; provided that no intervening discipline has occurred.

Section 8. Within a reasonable time of a request, an Employee may inspect his or her personnel file, provided such requests have not been made more than one time in any thirty day period. The following requirements govern such requests:

(a) The Employee shall inspect the personnel file at a time mutually agreeable to the Employee and the Employer.

(b) If the Employee objects to any item in the personnel file, he or she may provide written clarification or explanatory response for inclusion in the file.

(c) Employees may request copies of items in their personnel file subject to a reasonable copying charge imposed at the discretion of the Employer.

## ARTICLE 10

### Grievance and Arbitration Procedure

Section 1. Grievance Policy. The Employer and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby Employees can be assured of a prompt, impartial and fair processing of their grievances.

Section 2. Grievance Defined, Content, Timeline For Filing. A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involves the meaning, interpretation, or application of this Agreement.

Any grievance shall contain: Date and time grievance occurred; detailed description of grievance; specific reference to the provision(s) of the Agreement allegedly violated, or to the

specific disciplinary action; relief requested; signature of grievant(s). It is not intended that the grievance procedure be used to affect changes or modify this Agreement.

Section 3. Disciplinary Action Defined. For the purposes of this Article, appeals of disciplinary action shall commence at "Step 3" as set forth herein unless the parties waive Steps 1 through 3 and proceed to Step 4. Notwithstanding any other provision of this Agreement, oral or written reprimands may only proceed through Step 3.

Section 4. Grievance Procedure. The following are the implementation steps and procedures for handling members' grievances:

A. Step One – Supervisor

1. Within a reasonable time not to exceed ten (10) calendar days, from the date the Employee or Union first learned or could reasonably be expected to know of the circumstances giving rise to the grievance, the Employee shall reduce the grievance to writing and present it to his respective Division Foreman. The Employee shall date stamp the Form on the date he provides it to the Foreman. Grievances submitted beyond the ten (10) calendar day time limit need not be considered. The Foreman shall give his written answer to the Employee or his Union representative within ten (10) calendar days after the presentation of the grievance in Step 1. Within this seventeen (17) calendar day period, the Employee is encouraged to seek to resolve the grievance on an informal basis.
2. If the aggrieved member does not refer the grievance to the Step Two of this Procedure within ten (10) calendar days after his receipt of the

decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

B. Step Two – Superintendent

1. Should the member-grievant not be satisfied with the answer in Step One, within ten (10) calendar days after receipt of the Step One response (or ten (10) calendar days after the Step One should have been received and no written response is received) he may appeal the grievance to Step Two by delivering a copy of the grievance form, and the written response at the prior step and any other pertinent documents, to the Superintendent or his designee. The Superintendent or his designee shall date the form, accurately showing the date his Office received the form.
2. The Superintendent or his designee shall, within ten (10) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or union director or his designee. The Superintendent and the Employee may bring any appropriate witnesses.
3. Within ten (10) calendar days of the meeting at Step Two, the Superintendent or his designee shall submit his written response to the grievance.

C. Step Three – City Manager

1. Should the member-grievant not be satisfied with the answer in Step Two, within ten (10) calendar days after his receipt thereof, he may appeal the grievance to this Step by delivering or having delivered a copy of the Grievance Form, containing the written response at the prior Steps and any

other pertinent documents, to the office of the City Manager. The form shall be date stamped upon delivery. A grievance submitted beyond the ten (10) working day time limit shall not be considered.

2. Within seventeen (17) calendar days from his receipt of the Grievance Form, the City Manager shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Employee and/or Union representative. All parties involved in the grievance shall be notified and in attendance at the grievance meeting.
3. In the meeting called for at this Step, the City Manager shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within ten (10) calendar days of the meeting of this Step, the City Manager shall submit to the Grievant his written response to the grievance. The response shall be affixed to the grievance form.
5. In the case of any Grievance filed which does not involve an appeal from a disciplinary action where the Grievant was suspended without pay for three (3) days or less, the decision of the City Manager under Step Three shall be final.
6. In the case of a Grievance filed which involves an appeal from a disciplinary action where the Grievant was suspended without pay for more than three (3) days or had his/her pay reduced to a lower level, the Grievant may appeal the City Manager's decision under Step Four of the Grievance procedure.

#### Step 4 – Arbitration

1. A Grievance as defined by this Article which has not been resolved thereunder may, within fourteen (14) calendar days after the completion of Step 3 of the Grievance Procedure, be referred for arbitration by either party to this Agreement by directing a written demand therefor to the Arbitration and Mediation Service (“AMS”), with a copy of said notice to the other party. The arbitrator shall be selected from a panel of nine (9) arbitrators who have offices located within 125 miles of Indian Hill, Ohio furnished by the AMS; provided, however, that the parties may agree in a particular case to a mutually agreeable arbitrator to whom the above referenced 10 day written notice shall be sent, with a copy to the other party. The arbitration shall be conducted in conformity with AMS rules.
2. The arbitrator shall not have the power to add to, subtract from, or modify any terms of this Agreement. Furthermore, in explanation of the Employer’s right to promulgate rules and regulations, general orders and standard operating procedures set forth herein in the Management Rights clause, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer’s existing or future rules and regulations, general orders or standard operating procedures; provided that the Employer has given the Union or Employees the required notice and permits the Union, upon request, to meet and confer with respect to the proposed rule before such rule is implemented by the Employer.

3. This provision does not prevent an Employee disciplined by any such existing or future rule to grieve the application of that rule to his particular circumstances.
4. The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.
5. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the Union. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 5. Grievance Forms. AFSCME shall provide grievance forms and shall supply them to Employees.

Section 6. Calendar Day. For the purpose of counting time, "calendar days" as used in this Contract will include all days including holidays.

If an office specified for receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or

grievance appeal, then the grievant will be permitted to file his or her grievance or grievance appeal on the next day on which such office is open.

Section 7. Timely Processing of Grievances. Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Such form shall provide for statement of the grievance and its relevant facts; the particular provision(s) of this Agreement that are alleged to have been misinterpreted, misapplied or violated; and the remedy sought. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual Agreement in writing.

Section 8. Exclusivity. This grievance procedure shall be the exclusive method of resolving grievances. There shall be no appeals to court of any matter hereunder, except for actions to enforce an arbitration award or to appeal an adverse arbitration decision consistent with Ohio Revised Code Sections 2711.09 and 2711.10, respectively.

Section 9. It is understood that the foreman and crew leaders are working foremen and working crew leaders. Accordingly, performance of bargaining unit work by such individuals, whether on straight time or overtime, is not subject to the grievance or appeal procedures of this Agreement.

## **ARTICLE 11**

### Unpaid Leave

Employees shall be eligible for unpaid leave in accordance with the following:

Section 1. Maternity Leave:

(a) Maternity leave shall be granted in accordance with the Employer's FMLA policy.

(b) Any additional leave without pay for parental or child care purposes must be requested in writing and may be approved at the sole discretion of the Employer, subject to the provisions of the Employer's FMLA policy.

Section 2. Military Leave. Leaves of absence without pay, for the performance of duty with the United States Armed Forces or with a Reserve component thereof, shall be granted in accordance with applicable law.

Section 3. Other Leaves. Leaves of absence without pay for other reasons may be granted at the sole discretion of the Employer.

Section 4. When an Employee returns to work following an approved leave of absence, he shall be returned to his former classification without loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.

Section 5.

(a) Benefits and insurance will not accrue during any period of unpaid leave except that during such approved unpaid leaves of absence, upon the Employee's request, the Employer may continue group health insurance coverage at the expense of the Employee as provided by Federal law.

(b) The Employer will adhere to the provisions of the 1993 Family Medical Leave Act as provided in the applicable Village personnel policies and regulations.

## ARTICLE 12

### Paid Leave

Section 1. An Employee shall be paid his regular pay for two (2) working days of Funeral Leave in the event of the death of a relative in his immediate family defined as follows: spouse, child, brother, sister, parents or legal guardian, grandparents, mother-in-law or father-in-law. Such day must coincide with the day of death or day of the funeral, unless otherwise approved by the Superintendent or unless the day of death or the day of the funeral occurs on an Employee's regularly scheduled day off then such days must be contiguous to the regularly scheduled days off. Any leave under sections 1 through 4 of this Article shall be paid by the City and shall not be charged against any leave balance accrued by the Employee.

Section 2. In circumstances of unusual distances of travel or extreme weather conditions the Superintendent may, at his sole discretion, grant up to an additional one (1) day of leave with pay for the Employee to travel to the funeral of a relative in the immediate family.

Section 3. The Employer shall have the right to demand proof of all items listed above regarding paid leave.

Section 4. An Employee wishing to attend a funeral not covered by bereavement/funeral leave may request to use personal-vacation-compensatory leave. The request must be in writing and as far in advance of the planned absence as possible.

Section 5. If extended bereavement/funeral leave is needed, an Employee may request to use personal-vacation-compensatory time upon approval. Requests for extended bereavement/funeral leave shall not be unreasonably denied.

## **ARTICLE 13**

### Jury and Witness Duty

Section 1. An Employee called for jury duty shall be excused from scheduled work which conflicts with hours of jury service and will suffer no loss of pay provided all court vouchers are turned over to the Employer.

Section 2. All public Works Employees who testify in court as representatives of the City of the Village of Indian hill shall be paid their regularly hourly rate of pay times the number of hours required for each court appearance.

Section 3. Employees who are subpoenaed to court or who are required to appear in court during work hours because of willful wrong doings on their part shall be required to use accumulated vacation-personal-compensatory time for such appearances.

Section 4. If an Employee is released from jury duty or is no longer needed as a witness by 12:00 Noon, the employee will telephone the Department Supervisor for work assignment. Such Employee shall have time for his/her lunch hour and a reasonable amount of time to report for work.

## **ARTICLE 14**

### **Vacations**

Section 1. Regular Vacation Leave Applicable to Employees hired prior to January 1, 2003. Full-time employees covered by this ordinance who were hired prior to January 1, 2003 shall be entitled to two (2) calendar weeks (10 work days) of vacation with full pay after service of one (1) year, including prior service with other governmental units in Ohio.

Employees having five (5) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to three (3) calendar weeks (15 work days) of vacation leave with full pay.

Employees having twenty (20) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to four (4) calendar weeks (20 work days) of vacation leave with full pay.

Employees who do not use all of their annual vacation before the end of the current year may carry over up to one-half of their annual vacation leave entitlement to the following year. In no event shall the amount of vacation leave that is carried-over to a subsequent year exceed one-half of the Employee's annual entitlement.

Section 2. Regular Vacation Leave Applicable to Employees hired after January 1, 2003. Full-time Employees covered by this ordinance who begin employment after January 1, 2003 shall be entitled to accrue 3.077 hours of vacation per pay period, or two (2) calendar weeks (10 work days) of vacation leave annually, including prior service with other governmental units in Ohio.

Employees having five (5) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 4.615 hours of vacation per pay period, or three (3) calendar weeks (15 work days) of vacation leave annually, with full pay.

Employees having twenty (20) or more years of service, including prior service with other governmental units in Ohio, are entitled, during each year thereafter, to accrue 6.154 hours of vacation per pay period, or four (4) calendar weeks (20 workdays) of vacation leave annually, with full pay.

In no event shall the amount of vacation leave that is carried on the Village vacation accrual records exceed one-hundred fifty percent (150%) of the Employee's annual entitlement.

Section 3.     Extra Vacation Day Off. Full-time Employees of the Public Works shall be permitted to take one workday (8 hours) off per year with pay as personal time off, subject to the advance approval of the Superintendent. Employees must work at least six months during their first calendar year of employment in order to be eligible to take an additional personal day during that year. Employees may elect to use the eight (8) hour personal day in one (1) hour increments for the purpose of emergency situations.

Section 4.     Extra Vacation Day Accrual. Employees shall accrue one (1) additional vacation day off per year upon the first day of any calendar year following their respective fifth, tenth, fifteenth, twentieth and twenty-fifth anniversaries marking uninterrupted service with the Village of Indian Hill, subject to the advance approval of the Public Works/Water Works Superintendent.

## ARTICLE 15

### Holidays

Section 1.     The following holidays will be recognized by the Employer:

- (a) New Year's Day
- (b) Presidents' Day
- (c) Good Friday
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Veterans' Day
- (h) Thanksgiving Day
- (i) Day after Thanksgiving

(j) Christmas Eve

(k) Christmas Day

Section 2. If an Employee is scheduled to work on any holiday listed above, the Employee will be paid at the rate of time and one-half (1½) his/her current hourly rate, plus the eight (8) hours of holiday pay. If an Employee is called in on any holiday listed above, the Employee will be paid at the rate of two (2) times his/her currently hourly rates, plus the eight (8) hours of holiday pay.

Section 3 In the event of the death of the Employee any holiday leave benefit owed to the Employee shall be paid to the estate of the Employee or in the absence of an estate, to his/her next of kin.

## **ARTICLE 16**

### Sick Leave

Section 1. Sick Leave. Each employee shall be entitled for each completed month of service to sick leave of 1.25 days with pay. Unused sick leave shall be cumulative up to 120 days, unless more than 120 days are approved by the City Manager. Sick leave credits may only be used for personal illness or injury (not job related), absence due to childbirth or related medical procedures, absence caused by Employee quarantine, and absence made necessary by serious illness (as defined in the FLMA) of a spouse or child living in the same household as the Employee. In emergency situations, subject to the approval of management, an Employee may take sick time (vacation or personal if sick leave is exhausted) for the sudden illness or injury of a family member residing in the Employee's residence.

Section 2. Incentive Pay For Unused Sick Leave. Permanent, full-time employees of the Village of Indian Hill who have accumulated a sick leave balance of 90 days (720 hours)

shall be compensated annually for 33.3% of the number of hours in excess earned, not to exceed 15 days (120 hours) each year times the hourly rate of base pay in effect at the time such payment is made. The actual payment to the Employee in any one year shall not exceed 40 hours of pay. The remaining unused sick leave, not to exceed 10-days (80 hours) per year shall be accumulated with the original 90 day balance to a maximum allowable sick leave balance of 120 days (960 hours). The number of benefit hours shall be based upon a 12 month reporting period of December 1 thru November 30. Payment shall be made during the first week of December in each year.

Section 3. Payment for Accrued Sick Leave Upon Retirement. Any employee retiring from Village service will be paid 1/2 of his accrued sick leave up to a maximum payment of sixty (60) days pay.

Section 4. Transfer of Sick Leave Accumulated From Employment With Another Ohio Public Agency. Any Employee who has prior service with another Ohio Public Agency may transfer any unused and/or uncashed sick leave balance, up to a maximum of 960 hours, to the Village of Indian Hill. It shall be the responsibility of the Employee to provide satisfactory documentation substantiating the uncashed sick leave being transferred from his or her prior employer. Any such sick leave accumulated while employed by another Ohio Public agency shall, upon exhaustion of sick leave accumulated while employed by the Village of Indian Hill, be available for use by the Employee under the applicable sick leave use provisions contained in the personnel policies. Transferred sick leave shall not be eligible for compensation under either the annual incentive pay program specified under Incentive Pay For Unused Sick Leave or the retirement compensation specified under Payment for Accrued Sick Leave Upon Retirement. The maximum combined usable balance of Village of Indian Hill accumulated and transferred

sick leave that can carry over for future use shall not exceed 960 hours on December 1<sup>st</sup> of any year.

Section 5. Upon the request of the Employer, an Employee must furnish satisfactory proof of his or her sickness, illness, or disability immediately upon return to work before a day of sick leave is paid. In addition, the Employer may require the Employee to submit to a medical examination to verify the proper use of sick leave.

Section 6. Terminal Leave. Terminal Leave is available to Employees pursuant to the provisions of City Codified Ordinances Section 35.65.

Section 7. Sick Leave Procedures Applicable to all Employees. All use of sick leave shall be in accordance with Employee Handbook Section VIII. A.5. of this same title.

## ARTICLE 17

### Incentive Personal Days

Section 1. Incentive Personal Days. Employees shall be eligible for up to three incentive based personal days off each year. One such incentive day will be provided for any Employee who does not use any sick time for the twelve month period preceding December 1 of any calendar year. The second such incentive personal day will be provided to Employees in each department which, in the judgment of the City Manager, achieves or exceeds preset departmental goals and objectives for the twelve month period preceding December 1 of any calendar year. The third such incentive personal day will be provided to Employees who, in the judgment of the City Manager, achieve or exceed preset health and/or wellness goals for the twelve month period preceding December 1 of any calendar year. The incentive personal days earned shall be credited to the personal leave balance of the affected Employees on December 1 of each calendar year and must be used before June 1 of the following year.

Section 2. Unless otherwise specified in this section, personal days off must be taken during the year in which they accrue. Employees may not carry unused personal days forward to the next calendar year.

## **ARTICLE 18**

### Health/Life Insurance

Section 1. Bargaining unit members shall be permitted to participate in and receive all benefits from the health insurance plan, Employee Assistance Program, and life insurance plan made available to all other City employees at the same rates, co-pays, premiums, and obligations as other City employees.

## **ARTICLE 19**

### Hours of Work & Overtime

Section 1. This article is intended solely to define an Employee's expected hours of work. This section does not constitute a guarantee by the City that such hours or any overtime shall in fact be worked.

Section 2. So long as the overtime provisions of the Fair Labor Standards Act ("FLSA"), as amended, are applicable to state and local governments, the Employer shall pay overtime in accordance with existing rules and regulations applicable to the FLSA, except as set forth in Section 7, below. Work performed in excess of forty (40) hours in any work week or over eight (8) or ten (10) hours per shift (depending on how shifts are assigned) shall be compensated at a rate of time and one-half of the Employee's regular rate of pay, according to the FLSA. The eight (8) or ten (10) hour overtime provision shall not apply to training time assigned or approved by the Employer.

Section 3.    Definition. The regular work week consists of five (5) days Monday through Friday that begin at 7:30 a.m. and end at 4:00 p.m., with the exception of Employees who are assigned to four (4) ten (10) hour days, with days and start times as determined at the sole discretion of Employer. During the regular work week, Employees will normally be scheduled to work 40 hours. Employees may take a one-half hour unpaid lunch break and two fifteen minute paid breaks. Changes in the hours of the regularly scheduled work day shall not be arbitrarily made by the Employer; however, in the event the Employer decides to change the hours, a minimum of one calendar day posted notice shall be provided to the Employees affected by such a change, except in cases of emergency, including snow or other weather related emergencies.

Section 4.    Lunch Period and Breaks. Management will ensure that Employees will receive at least one-half hour lunch period during their regularly scheduled tour of duty, which generally begins at 11:30 a.m. Consistent with a normal work schedule, such periods shall begin within the five and one-half hour period following the start of the Employee's work day. If, in the opinion of the supervisor, it becomes necessary to postpone the lunch period, the regular work day may be shortened by the length of the normal lunch period. Lunch periods shall begin at the time the Employee ceases performing his or her assigned duties. The Employee is expected to be at his or her work assignment ready to work at the end of the lunch period. Travel or clean up time shall not extend the lunch period unless, upon prior approval of the supervisor, the lunch period is extended for individual Employees who are working at remote locations. At the discretion of the supervisor, crews may combine a break period with the lunch period to accommodate travel time or similar issues.

Reasonable time for breaks from work will be granted. This will normally consist of a total of two fifteen minute periods, one before and one after the lunch period as determined by the Department Head or his/her designee. Travel or clean up time shall not extend break periods. Smoking is not a reason for additional break time. An Employee who smokes will be expected to do so in accordance with the City policy and not in a manner which causes the Employee to be away from his or her work assignment for periods in excess of breaks provided under this section. Employees shall be dressed for work and begin work at the start of their designated shift.

Section 5. Assignment of Overtime. The Employer has the right to require Employees to work overtime. For purposes of assignment of overtime, said work shall be defined as:

- (a) Snow and ice control.
- (b) Miscellaneous and other emergency situations including, but not limited to, fallen trees, flooding, water main breaks, road closures, dead animal removal, etc.
- (c) Scheduled overtime.

For overtime assignments involving snow and ice control, the Employer will first assign the work to qualified Employees who are normally assigned to the route in question. A list of "A" and "B" drivers will be established each year during the annual Snow and Ice meeting. During any extended snow and/or ice conditions, the Employer reserves the right to schedule necessary manpower in shifts to ensure the health and safety of Employees and the proper attention to snow and ice control. The call out of "A" or "B" list drivers will be rotated weekly in advance. In the event that an "A" or "B" driver is unable to fulfill their weekly rotation, said Employee must find a replacement by offering the route in question to the alternate driver for

said route. If the Employee cannot work out the trade, they must fulfill their snow route duties. Such "trades" shall be in no less than one (1) week blocks.

For overtime assignments known in advance, the Employer shall offer overtime by Division, based on most senior qualified to perform the work. When applicable, a sign-up sheet will be posted to allow Employees to sign up for said overtime. If no Employee accepts the overtime, the Employer shall assign it to the least senior qualified Employee by Division.

(a) Call-Out Pay. The City is obligated to provide public service 24 hours a day and Employees must be called in to work at times other than regularly scheduled shifts. Snow removal, water main breaks, dead animal removal, fallen trees and miscellaneous weather related emergencies are all events which periodically occur and necessitate call-in work. Employees will be expected to report for work within 60 minutes when emergencies occur. The Employer will give Employees as much notice as possible. Employees must have on file at all times with the public Works Superintendent, a telephone number at which he or she may be reached for emergency call-in. Willful failure by an Employee to respond to an emergency call-in will subject an Employee to discipline. An Employee called in to work at a time other than his regularly scheduled work shift shall be paid for actual hours worked at the applicable rate from the time of reporting. Said Employee shall receive no less than four (4) hours pay at the appropriate rate of pay as set forth in this article, unless the actual time of reporting occurs less than four (4) hours before the start of the affected Employee's regular shift. In such event, the affected Employee

shall be paid at the applicable rate from the time of reporting. An Employee receiving additional calls for service during the initial four (4) hour period shall not receive additional call-in pay, but shall continue to receive a pay at the applicable rate for all time worked in excess of the four (4) hour period. An Employee called more than four (4) hours after the initial call-in shall be entitled to another four (4) hour guarantee. The Employee will be permitted to work his regularly scheduled shift unless, in the sole judgment of management, the Employee is too fatigued to safely continue on his regularly scheduled shift. Seniority will be followed whenever possible. It is understood and agreed that qualification for performing the work prevails over seniority.

An Employee may be required to wear a pager/phone at times designated by the Employer. An Employee required to wear a pager/phone shall be paid Fifteen Dollars (\$15.00) for each overnight period during which the Employee is required to wear and respond to the pager/phone.

Public Works Employees wearing a pager/phone will be required to respond by telephone in no more than ten (10) minutes and, if needed, be on the scene no more than sixty (60) minutes after receiving notification.

Public Works Employees may place their name on the separate weekly pager/phone list. Employees who place their name on this list will rotate the pager/phone on a weekly basis. Employees scheduled to carry an off duty "Pager" or "Phone" as part of their on-call status as first responders related to emergencies will be compensated with One Hundred Dollars (\$100.00) per week for any weeks during which they are assigned to such status. If the Employee holding

the pager/phone determines that an additional worker(s) is/are needed, the pager/phone holder shall call the additional worker(s), by division seniority, until the required number of workers are contacted. Employees may volunteer to be removed from the weekly pager/phone list between the period of November 15 and December 15 each year. Employees wearing the weekly pager/phone will not affect the Employer's established snow and ice call-out procedures.

Employees wearing the weekly pager/phone during their snow and ice responsibilities will not receive additional overnight pager/phone compensation.

In the event that the Employee is unable to fulfill their weekly rotation, said Employee must find a replacement by offering the pager/phone to the highest senior Employee and going down the weekly pager/phone list until exhausted prior to the week in question. If the Employee cannot find a replacement, they must fulfill their duties. Such "trades" shall be in no less than one (1) week blocks.

If the overtime work is of a shift holdover and/or an emergency nature, the Employer may require the overtime to be performed by the work crew or Employees performing the work at the close of the regular shift in lieu of the procedures set forth above. If Employees held over on shift are insufficient to perform the overtime, the procedures set forth above shall apply.

Notwithstanding the above, the Employer reserves the right to holdover or call out crew leaders and foreman to manage, supervise and/or to perform the overtime work in question while supervising other Employees or to perform a task that will take less than one hour total.

Furthermore, if an overtime assignment/selection error occurs, the sole remedy shall be to give the adversely affected Employee priority for the next overtime opportunity.

Section 6. In circumstances of weather or emergency events where Employees have worked outside their regularly scheduled work hours (i.e., rotating twelve (12) hour shifts) and

where Employees are transitioning back to regular scheduled work hour shifts, Employees will be given the opportunity to fill up to eight (8) hours of their next regularly scheduled eight (8) hour shift with personal or vacation leave if the assignment would otherwise be time off for such next regularly scheduled shift.

Examples of how the above provision would operate are set forth below:

1. Employees are called in for snow removal at 7:30 p.m. on Sunday evening. These Employees work all night treating the roads and are on the clock for twelve (12) hours. Fortunately, the storm has passed and these Employees will not be needed for their regularly scheduled hours. In an attempt to allow the Employees to access overtime for time worked, the Village will allow them to fill their regularly scheduled hours for Monday with vacation or personal time.
2. Employees report to work at 10:00 p.m. on Tuesday. They work up until 7:30 a.m. on Wednesday morning. Due to the number of hours on the clock within a twenty-four (24) hour window, the Employees will be sent home at 7:30 a.m. In order to access overtime for the time worked, Employees will be allowed to fill their day with vacation or personal time.
3. Employees are scheduled on Monday to work twelve (12) hour shifts due to a large snow storm. The shifts will begin at 12:00 a.m. on Tuesday. The storm lasts for two (2) days, resulting in the last shift ending at 12:00 p.m. on Wednesday. Since the shift ended within the Employees regularly scheduled work hours, these Employees would be allowed to fill the rest of their regularly scheduled day with four (4) hours of vacation or personal time.

Thus, if an overnight shift is worked, Employees who are forced to go home due to hours on the clock may fill their regularly scheduled work day immediately following the overnight shift with vacation and/or personal time.

Section 7. No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

Section 8. Basis for Computing Overtime and Premium Pay. Overtime pay will be earned and computed consistent with the following:

A full-time Employee will receive overtime compensation for all hours worked in excess of 40 hours per week, consistent with the Fair Labor Standards Act, as amended. The overtime rate of pay will be one and one-half times the Employee's hourly pay rate.

For purposes of determining hours worked, as otherwise defined in the FLSA, as amended, paid time off for compensatory time off, vacation, and personal time, shall count as hours worked in calculating overtime. Sick leave shall not count as hours worked for purposes of determining eligibility for overtime.

Section 9. Overtime Authorization and Reporting Procedures: Employees shall have prior and proper authorization to work in excess of their normally scheduled shift. Overtime authorization shall be approved by the Department Head or designee. This includes but is not limited to special meetings, trainings, events, and other activities relating to the Employee's duties at the City. Employees who work an authorized overtime period shall complete, validate, and submit an Overtime Reporting Form with their Time Sheet and Payroll record.

## ARTICLE 20

### Compensatory Time

Section 1. Upon application and approval by the Employee's supervisor, the City may grant compensatory time at a rate of one and one-half (1-1/2) hours for each hour of overtime worked in lieu of the payment of cash for overtime.

Section 2 Compensatory time is to be used in increments of no less than one (1) hour at any one time and is subject to prior approval by the Employee's supervisor. An Employee requesting compensatory leave shall complete a leave request form at least 24 hours in advance of the requested leave.

Section 3. An Employee may accumulate up to Sixty (60) hours of unused compensatory time in a compensatory time bank. Once this limit is reached, the Employee either will be paid in cash for additional accrued overtime hours or else must use some compensatory time before any additional overtime hours may be accumulated.

Section 4. The City may choose to periodically cash an Employee's compensatory time at any time during his/her employment with the City. An Employee will be fully compensated for all unused compensatory time accumulated at the time employment terminates. The rate of compensation shall be at the regular rate of pay earned at the time of termination.

## **ARTICLE 21**

### Performance Evaluation

Section 1. Employees shall receive a written evaluation of their job performance annually between November 15<sup>th</sup> and December 15<sup>th</sup> each year of this Agreement, subject to the provisions of Article 23, Wages. The Employee, upon request, shall review his or her evaluation with his or her supervisor and will have the right to make written objections to be included in the personnel file.

Section 2. An Employee given an unsatisfactory evaluation shall be re-evaluated at three (3) months (90 days) intervals for the purpose of appraising the Employee of his or her progress toward correcting any deficiencies or shortfalls.

## **ARTICLE 22**

### Outside Employment

Section 1. Bargaining unit members may engage in outside employment as long as such activity does not interfere with the proper performance of their City employment. Department head approval for outside employment is required in advance of any outside employment. Such approval shall not be unreasonably withheld. Outside employment is prohibited when:

- (a) The work causes absences or tardiness from an Employee's work assignment;
- (b) The work has caused the quality of the Employee's work to deteriorate;
- (c) The work could result in a conflict of interest on the Employee's part in the performance of his/her City related duties; or
- (d) The work is an inappropriate reflection on the City.

Section 2. The Employer reserves the right to regulate the parking and/or temporary storage of personal equipment, vehicles and trailers used by Employees during the performance of any approved outside employment. In no event will any overnight parking or storage of personal equipment, vehicles and trailers be permitted on Village property.

## ARTICLE 23

### Wages

Section 1. Effective with the pay period beginning closest to the dates listed in Appendix A, rates of pay computed hourly for Employees shall be in accordance with the Step Schedule attached as Appendix A. The rates disclosed in Appendix A shall be increased by 3%, effective March 1, 2016, March 1, 2017 and September 1, 2018.

Section 2. Eligibility for step rate increases during the term of this Agreement shall be payable to the Employee on the pay period after the Employee's anniversary date of first reporting to work for the Employer. The Superintendent shall perform a written performance evaluation to be submitted to and reviewed with the Employee, by the Superintendent or his designee, prior to the Employee's yearly anniversary date of employment. Failure to attain a satisfactory performance evaluation (including satisfaction of all Employer requirements regarding attendance and tardiness) will preclude a step increase for a period of 365 days or until a satisfactory performance evaluation is attained.

Section 3. Lateral Hires. Lateral hires may be placed at the step commensurate with their current salary, experience, and certification upon the recommendation of the Superintendent and approval of the City Manager.

Section 4. Terminal Pay. Employees shall be entitled to terminal leave pay in accordance with current City policy as set forth in City Code Section 35.65. Material changes to

such policy must first be reviewed with the Union, on a meet and confer basis, before such changes occur.

## ARTICLE 24

### Uniforms & Uniform Maintenance

Section 1.     Clothing. The Employer will provide safety T-shirts, trousers, sweat shirts and jackets for each Employee required to wear uniforms. Safety tee shirts, trousers and shirts will be provided in sufficient numbers such that the Employees will have clean uniforms each work day. Where uniforms are provided for Employees, the Employees must wear them properly at all times. Employees will be responsible for the cleaning of uniforms. These uniforms are provided by a uniform company with which the Village contracts. Uniforms will be replaced on an as-needed basis. Upon termination of employment, uniforms must be promptly returned, and the cost of missing uniforms will be deducted from the Employee's final paycheck. Shorts may only be worn at the discretion of the Department Head or designee between April 1 and November 1. Shorts may not be worn at any time an Employee is engaged in work that would be more safely completed by an Employee wearing long pants.

Section 2.     Boots/Shoes. Employees will be reimbursed, or authorized to spend at the shoe supply truck visiting the department, up to \$200, effective January 1, 2017, annually for the purchase of boots. To receive reimbursement, an Employee must present proof of purchase, and the boots must meet quality standards. Specifically, the boots must have safety toes and must be a consistent color. Any variation from this standard must be pre-approved in writing by the Department Head.

Section 3.     Equipment, insignia, buttons, and other items not issued or required by the Employer may be utilized or worn only with the permission of the Department Head.

Section 4. Damaged Personal Property. In the event that any item of personal property damaged or lost by an Employee while performing the duties of his/her assigned work, provided that such damage was not the result of willful misuse or negligence on the part of the Employee. The Employer shall reimburse the Employee at the replacement cost if not otherwise reimbursable by other sources, in an amount not to exceed \$100. Any items reimbursed in excess of this amount are at the sole discretion of the Department Head.

## ARTICLE 25

### Longevity Pay

Section 1. Effective on and after January 1, 2011, bargaining unit members with at least five (5) years of continuous service with the City shall receive an annual longevity payment in addition to their regular compensation in accordance with the following schedule:

| <u>YEARS OF SERVICE</u> | <u>PAYMENT</u> |
|-------------------------|----------------|
| 5 thru 9 years          | \$900.00       |
| 10 thru 14 years        | \$1,000.00     |
| 15 thru 19 years        | \$1,100.00     |
| 20 thru 24 years        | \$1,200.00     |
| 25 or more years        | \$1,350.00     |

Section 2. The longevity payment shall be made annually during the first week in December to those qualified Employees of record, who have or will have completed the specified number of years of service on or before December 31 of that year.

Section 3. In case of death, retirement, or resignation, longevity pay shall be pro-rated based on the number of completed months actually worked during the calendar year and shall be paid as part of the terminal benefit lump sum.

Section 4. In the event of the death of the Employee, any longevity benefit owed to the Employee shall be paid to the estate of the Employee or in the absence of an estate, to his or her next of kin.

## **ARTICLE 26**

### Training, Professional Development, Tuition Reimbursement

Section 1. Policy. It is the policy of the Village of Indian Hill that all Employees are properly licensed, trained, and educated to perform their respective assignments in a professional manner. It is also the policy of the Village of Indian Hill that Employees, who are pursuing associate, bachelors, and master degree programs from an accredited college or university, will be eligible to receive tuition reimbursement under the terms and conditions of this policy.

Section 2. Definitions. The following definitions shall apply to the terms used in this policy:

(a) Accredited College or University: A post-secondary educational institution which is certified as accredited by an accreditation agency recognized by the U.S. Department of Education.

(b) Degree Program: A program of studies offered at an accredited college or university which, when pursued to completion, results in the award of a specific associate, bachelors, or masters degree.

(c) License: Any professional certification required under the laws of the State of Ohio or the U.S. Government for employment in a particular job classification.

(d) Mandatory Training: Any employment training or certification required by the Village of Indian Hill, the State of Ohio, and/or the U.S. Government as a condition of employment.

(e) Successful Completion of Academic Grading Period: The completion of an academic quarter or semester with a reported grade of no less than a "C" (2.0 on a 4.0 scale).

(f) Textbook/Study Material Costs: Any cost associated with the purchase of required books and/or study materials for Employee participation in mandatory or voluntary training or in the pursuit of a college or university degree.

(g) Travel Expenses: Transportation costs associated with an Employee's participation in mandatory or voluntary training.

(h) Tuition: Fees and costs associated with participation in mandatory or voluntary training or in a college or university course offering in a degree program.

(i) Voluntary Training: Any non-mandatory job related training opportunity for which the attendance of an employee is authorized by the department head.

(j) Available Funding: Funds appropriated by City Council in the Tuition Reimbursement Fund as approved by the Department Head and City Manager.

Section 3.      Mandatory Licensing and Training. The Village of Indian Hill will pay directly or reimburse Employees for all tuition, textbook/study material or travel expenses incurred for attendance at any mandatory licensing or training program they are required to attend.

Section 4.      Voluntary Training. Any Employee desiring to participate in voluntary job-related training programs may submit a request to participate in such job related training to their respective department head. The department head shall determine if the requested training qualifies as a job related training program and whether the requesting Employee and the department will derive a benefit from the training program. The department head will also

determine whether the departmental work load and schedule will allow the Employee to participate in the requested training. If the department head approves the Employee's request for voluntary training, the Village of Indian Hill will pay directly or reimburse the Employee for all tuition, textbook/study material, or travel expenses incurred for attendance at the training program.

Section 5. Reimbursement for College or University Courses. The Village of Indian Hill will provide partial reimbursement for tuition and textbook/study material expenses for Employees who are attending accredited college or university courses in pursuit of an associate, bachelors, or masters degree. The percentage of such reimbursements will be determined by the City Manager, based upon available funding and the following reimbursement schedule:

(a) Approval for an Employee's participation in the tuition reimbursement program, including a confirmation of the percentage of eligible reimbursement, must be received in advance of the commencement of any coursework for which a reimbursement is being sought by the Employee.

(b) A full time Employee who is pursuing an associate or bachelors degree in a field that is directly related to his or her job classification may, upon the recommendation of the department head and the approval of the City Manager, be eligible to receive a reimbursement of up to 75% or a maximum of \$5,000 per year, whichever is less, of the actual expenses incurred for tuition (not to exceed the credit hour rate of the University of Cincinnati) and textbook/study material for such coursework after the successful completion of any academic grading period.

(c) A full time Employee who is pursuing an associate, bachelors or masters degree in a field that is not directly related to his or her job classification, but may, in the

opinion of the department head and with the concurring approval of the City Manager, represent a benefit to the Village of Indian Hill, may be eligible to receive a reimbursement of up to 50% or a maximum of \$5,000 per year, whichever is less, of the actual expenses incurred for tuition (not to exceed the credit hour rate of the University of Cincinnati) and textbook/study material for such coursework after the successful completion of any academic grading period.

(d) A full time Employee who is pursuing an associate, bachelors or masters degree in a field that is not related to his or her job classification, and which, in the opinion of the department head and with the concurrence of the City Manager, does not represent a direct benefit to the Village of Indian Hill, may be eligible to receive a reimbursement of up to 25% or a maximum of \$5,000 per year, whichever is less, of the actual expenses incurred for tuition (not to exceed the credit hour rate of the University of Cincinnati) and textbook/study material for such coursework after the successful completion of any academic grading period.

(e) This benefit shall not exceed a total of \$25,000 for any Employee during his or her employment with Indian Hill.

(f) Any Employee who receives a tuition reimbursement and either (1) voluntarily leaves his/her employment within five (5) years of such reimbursement or expenditure; or (2) is terminated for cause within five (5) years of such reimbursement or expenditure, shall return all funds upon resignation or termination.

## **ARTICLE 27**

### Drug Free Workplace

The Union agrees with and supports the Village's drug testing program and is committed to ensuring a safe, drug free workplace. To achieve that goal, the Union hereby agrees to adhere to a drug testing policy in place at the ratification of this Agreement or that is developed by the Village hereafter. Implementation of a drug testing policy or any major changes to the Village's drug testing program shall be first submitted to the Union for its consideration prior to such implementation or change.

## ARTICLE 28

### Modification & Separability

Section 1. Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours, and working conditions. Therefore, the Employer and the Union for the term of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 2. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3. In the event of invalidation of any Article or Section, as described above in Section 2, the parties agree to meet within thirty (30) days of such action for the purpose of renegotiating said Article or Section.

Section 4. The parties agree that this Agreement will be the sole and exclusive authority and recourse available to Employees and the parties hereto, and where subjects covered

and provisions of this Agreement conflict with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

## **ARTICLE 29**

### Duration

This Agreement shall become effective as of September 1, 2016, and shall continue until August 31, 2019. Thereafter it shall continue in force from year to year unless either party hereto notifies the other in writing at least sixty (60) days prior to the expiration of the term or extended term of this Agreement, of any intention to make changes in or terminate the Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this 13 day of November, 2016.

## FOR THE UNION:

, Negotiating Team

John C. Mack, Negotiating Team

Bryk Wachtfeld, Negotiating Team

  
Taurean Johnson,  
AFSCME Representative

## THE CITY OF THE VILLAGE OF INDIAN HILL:

Mark Tullis, Mayor

Dina Minneci, City Manager

Jason Adkins, Superintendent

Approved as to form:

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Donald L. Crain, Solicitor

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement  
this \_\_\_\_ day of \_\_\_\_\_, 2016.

FOR THE UNION:

\_\_\_\_\_, Negotiating Team

\_\_\_\_\_, Negotiating Team

\_\_\_\_\_, Negotiating Team

Taurean Johnson,  
AFSCME Representative

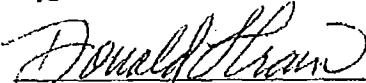
THE CITY OF THE VILLAGE OF  
INDIAN HILL:

\_\_\_\_\_, Mark Tullis, Mayor

\_\_\_\_\_, Dina Minneci, City Manager

\_\_\_\_\_, Jason Adkins, Superintendent

Approved as to form:

  
\_\_\_\_\_  
Donald L. Crain, Solicitor

## **APPENDIX A**

### **WAGES**

| 3/1/2016 Wages<br>(3.0% Increase) | 3/1/2017 Wages<br>(3.0% Increase) | 9/1/2018 Wages<br>(3.0% Increase) |
|-----------------------------------|-----------------------------------|-----------------------------------|
| Step 1: \$22.30 hr                | Step 1: \$22.97 hr                | Step 1: \$23.66 hr                |
| Step 2: \$24.30 hr                | Step 2: \$25.03 hr                | Step 2: \$25.78 hr                |
| Step 3: \$26.32 hr                | Step 3: \$27.11 hr                | Step 3: \$27.92 hr                |
| Step 4: \$28.34 hr                | Step 4: \$29.19 hr                | Step 4: \$30.07 hr                |
| Step 5*: \$30.34 hr               | Step 5*: \$31.25 hr               | Step 5*: \$32.19 hr               |

\*This step may only be obtained after completing five years of Public Works service.