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**COLLECTIVE BARGAINING AGREEMENT**

**THE CITY OF DUBLIN  
AND  
THE UNITED STEEL WORKERS**

**TERM OF AGREEMENT: SEPTEMBER 1, 2016 – AUGUST 31, 2019**



Dedicated in memory of  
Billy Boyce  
(September 22, 1955 to September 7, 2016)  
Sub-District Director  
District 1  
United Steelworkers (USW)

His commitment and devotion  
to the workers of the City of Dublin  
live on in the form of this  
Collective Bargaining Agreement

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## **ARTICLE 1**

### **AGREEMENT**

**Section 1.1 Agreement.** This Agreement is made and entered into at Dublin, Ohio by and between the City of Dublin, as Employer, also referred to as "Employer", and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, also referred to as the "Union". Unless otherwise specified in this Agreement, no changes in this Agreement shall be negotiated during its duration unless there is written accord to do so by and between the parties. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

**Section 1.2 Purpose.** The purpose of the Agreement is to set forth all covenants between the parties regarding the wages, hours, terms and conditions of employment for those employees included in the bargaining unit identified herein.

**Section 1.3 Severability.** Should any part of this Agreement be held invalid by operation of law by a tribunal of competent jurisdiction or by revision of the Ohio Public Employee Collective Bargaining Act by the State Legislature, it shall be of no further force and effect, but such invalidation of such point or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In the event of invalidation, and upon written request by either party, the parties to this Agreement shall meet within forty-five (45) days of receipt of the written request, in an attempt to modify the invalidated provisions by good faith negotiations.

**Section 1.4 Applicability.** This Agreement, when executed, shall supersede and replace all applicable state and local laws which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law, regulation, or policy shall prevail.

## **ARTICLE 2**

### **RECOGNITION**

**Section 2.1 Recognition.** The Employer recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit described herein in any and all matters relating to wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of this Agreement.

**Section 2.2 Bargaining Unit.** There shall exist in the City of Dublin a bargaining unit consisting of:

All regular full-time employees within the Maintenance Worker, Fleet Technician I, and Custodial Worker classifications within the Department of Public Works and the Department of Parks and Recreation.

The following employees are excluded from the bargaining unit:

All Maintenance Crew Supervisors, Fleet Technician IIs, Operations Administrators, and all other managerial, supervisory, seasonal, casual, confidential, and professional employees as defined in the Ohio Collective Bargaining Act.

References throughout this Agreement to bargaining unit members shall mean employees within this bargaining unit.

## **ARTICLE 3**

### **DUES CHECKOFF/FAIR SHARE**

#### **Section 3.1 Dues Check Off.**

- A. The Employer agrees to deduct Union membership dues, initiation fees, and/or assessments in the amount specified by the Union from the pay of those employees who individually request in writing that such deductions be made. Upon receipt of the proper authorization, the Employer will deduct dues from the next payroll check following receipt of the authorization card. Dues shall be deducted from each payroll period, and the total amount of deductions shall be remitted each month by the Employer to the International Secretary-Treasurer of the Union at the address which he authorizes for that purpose.
- B. The authorization card may be submitted at any time and shall continue in effect until the annual anniversary date of this Agreement. An employee may cancel Union membership at any time, however, the revocation of the dues deduction authorization may only be canceled between the 40th and 30th calendar days prior to each annual anniversary date of this Agreement. Dues deduction authorizations not revoked during this ten (10) day period shall continue in effect for successive Agreement year(s). Written notice of the dues deduction revocation shall be served upon the Employer and the Union by the employee.
- C. The parties agree that neither the employees or the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after such error is claimed to have occurred or was known to have occurred. If it is found that an error was made, it will be corrected in the following dues deduction.
- D. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the International Secretary-Treasurer of the Union,

their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3.2 Fair Share.** Any employee who is not a member of the Union shall, as a condition of employment, pay a monthly service charge (Fair Share) not to exceed the dues paid by a member to the Union.

All employees who do not become members in good standing of the Union shall, as a condition of employment, pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire or sixty (60) days from the effective date of this Agreement.

The fair share fee amount shall be certified to the Employer by the Secretary-Treasurer of the Union. Payment by the Employer of the amount certified to the Employer by the Secretary-Treasurer of the Union shall indemnify the Employer from liability alleged as a result of wrongful, incorrect, improper or otherwise erroneous payments made or required to be made by or under the terms of this Agreement. Payment to the Union of fair share fees shall be made in accordance with the regular dues deduction.

The Union has an internal procedure to determine a rebate, if any, for non-members which conforms to federal law. The rebate procedure provides for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. Any non-member must make a timely request of the Union for this rebate. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with the State Employment Relations Board within thirty (30) days of the determination and the State Employment Relations Board shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require written authorization for payroll deduction.

**Section 3.3 PAC Check Off.** The Employer agrees to deduct voluntary contributions to the Steelworkers PAC fund from employees pay in an amount designated by that employee on the form provided by the Union for the purpose of such voluntary check off. The Employer will be given the signed authorization forms prior to any such deductions being made. The total amount of deductions shall be remitted monthly to the International Union at the address authorized for that purpose.

## **ARTICLE 4**

### **NO STRIKE/NO LOCKOUT**

**Section 4.1 Employer Pledge.** The Employer agrees not to cause, permit, or engage in any lockout of its employees during the term of this Agreement.

**Section 4.2 Union Pledge.** The Union agrees that neither it, its agents, representatives, nor any of its members or any employees covered by this Agreement, individually or collectively during the term of this Agreement, shall for any reason, cause, permit, or engage in picketing, a sit down, a strike, a boycott, a stand in, a slowdown, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Employer's business or operation, including but not limited to a general strike, a sympathy strike, a slow down or other interference or interruption of work of the Employer's business or operation.

**Section 4.3 Applicability of Grievance Procedure.** The Employer and Union agree that the Grievance Procedure of this Agreement is adequate to provide a fair and final determination of all grievances, arising under the terms of this Agreement. It is the desire of the Union and the Employer to avoid strikes and work stoppages and any and all other conduct set forth above in Section 4.2 of this Article.

**Section 4.4 Employer's Right to Discipline.** In the event that any employee or group of employees engages in any of the conduct described above in Section 4.2 during the term of this Agreement, the Employer has the exclusive right to discipline, up to and including discharge, any employee who engages or participates in such activities.

**Section 4.5 Union Responsibility.** The Union and its officers, agents, and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above in Section 4.2 of this Article and, should any such activities occur, the Union, by its officers, agents, and members, shall be obligated to take affirmative steps to terminate such activities including but not limited to promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line. Should the Employer experience any economic loss as a consequence of any Union representative or member engaging in any activity prohibited in Section 4.2 of this Article, the Union shall indemnify the City of Dublin for its economic loss.

## **ARTICLE 5**

### **NONDISCRIMINATION**

**Section 5.1 Joint Pledge.** The provisions of this Agreement shall be applied equally to all employees without regard to age, sex, sexual orientation, gender identity, genetic information, race, color, religion, political affiliation, disability, pregnancy, ancestry, marital status, national origin, military, or veteran status. The City and the Union agree to work jointly to maintain a culture within the bargaining unit free from discrimination and to promote equal employment opportunity in the application of this Agreement. The City and the Union further agree that the provisions of Administrative Order 2.66 will govern all reporting, investigatory and disciplinary procedures pertaining to allegations of discrimination and or harassment. Any such investigation or disciplinary procedure may run concurrently with the grievance procedure as outlined in Article 9.

**Section 5.2 Gender Reference.** All reference to employees in the Agreement designates both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

**Section 6.1 Management Rights.** To assure that the City (Employer) continues to perform its legal duties to the public and to maintain efficient and responsive service for and protection to the citizens of the City of Dublin, the City retains the right to determine Departmental, Divisional, and City policies and procedures to manage the affairs of the City in all respects. References to Departments or Divisions refer to the entities within the City employing employees in the bargaining unit covered by this Agreement. Except where otherwise specifically limited by this Agreement, the City retains the right and responsibility to:

1. Determine the size and composition of the work force, the organizational structure of the City and the methods by which operations are to be performed by City employees.
2. Manage the City's budgets, including but not limited to the right to contract or subcontract any work or operations of the City. However, the City will bargain over the effects, if any exist, of the decision to contract or subcontract out work.
3. Determine the nature, extent, type, quality, and level of services to be provided to the public by the City and the manner in which those services will be provided.
4. Determine, change, maintain, reduce, alter, or abolish the technology, equipment, tools, processes, or materials the City's employees shall use.
5. Determine job descriptions, procedures, and standards for recruiting, selecting, hiring, training, and promoting employees.
6. Assign work, subcontract or contract out work, establish and/or change working hours, schedules, and assignments as deemed necessary by the City to assure efficient City, Departmental or Divisional operations.
7. Direct and supervise employees and establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to the City's employees.
8. Hire, evaluate, promote, retain, transfer (permanently or temporarily), assign (permanently or temporarily) employees.

9. Discharge, remove, demote, reduce, suspend, reprimand, or otherwise discipline employees for cause.
10. Lay-off employees, because of lack of work or funds or under circumstances where continued work would not be cost efficient, reasonable or effective.
11. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure.
12. Maintain and improve the efficiency and effectiveness of the City's operations.
13. Determine the overall methods, processes, means, or personnel by which the City's operations are to be conducted.
14. Determine the adequacy of the work force.
15. Determine the overall mission of the City.
16. Effectively manage the work force.
17. Take actions to carry out the mission of the City.

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

## **ARTICLE 7**

### **LABOR/MANAGEMENT MEETINGS**

**Section 7.1 Meetings.** In the interest of sound labor/management relations, upon request of either party, at a mutually agreeable date and time, not more than seven (7) representatives of the Employer shall meet with not more than seven (7) representatives of the bargaining unit to discuss pending issues and/or problems and to promote a more harmonious labor/management relationship.

An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those representatives from each side who will be attending. All matters on the agenda requested by the parties to be discussed, will be discussed. The purpose of such meeting shall be to:

1. Discuss the administration of this Contract.
2. Discuss grievances which have been processed beyond the final Step of the Grievance Procedure, when such discussions are mutually agreed to by the parties.
3. Discuss any pending items related to civil rights issues.
4. Disseminate general information of interest to the parties.
5. Consider and discuss health and safety matters relating to employees.
6. Discuss any other items the parties mutually agree to discuss.

## **ARTICLE 8**

### **BARGAINING UNIT BUSINESS**

**Section 8.1 Unit Officials.** The bargaining unit is authorized to select five (5) Unit Grievers and one (1) Unit Chairperson to conduct bargaining unit business. One Unit Griever shall serve employees in each of the following areas: facilities, parks operations, custodial, streets & utilities, and fleet. The Unit Grievers and Unit Chairperson, upon giving reasonable advanced notice, and upon receiving authorization from the applicable ~~Division Head~~ Division Director/Manager shall be allowed reasonable time off during regular working hours, not to exceed 12 hours per month, to investigate a grievance, consult with the Employer in addressing labor/management issues or in processing a grievance, or to assist in the settlement of a dispute. The applicable Division Director/Manager may authorize additional time if the Union presents proper justification supporting the need for such time. Permission to perform these functions shall not be unreasonably denied.

**Section 8.2 Negotiating Committee.** On days where collective bargaining negotiations between the Union and the Employer actually take place, not more than six (6) duly elected representatives from the bargaining unit, consisting of the five (5) Unit Grievers and the one (1) Unit Chairperson, will be released from their regular job functions to attend such negotiation sessions, provided, however, that such attendance does not take any shift below minimum staffing levels (as determined by the applicable Department Directors ) nor create an overtime obligation to the City. The Union will notify the Employer of the names of the representatives who will be serving on the negotiation team prior to the first negotiation meeting. Members of the Union negotiation team, as reported by the Union to the Employer, shall each receive sixteen (16) hours per month of release time with pay to attend private work sessions of the Union negotiation team, beginning no earlier than four (4) months prior to the expiration of the existing Agreement. No overtime obligation shall be incurred by the City as a result of any bargaining unit member attending work sessions or any other sessions related to negotiations.

**Section 8.3 Bargaining Unit Leadership Training.** Each Unit Griever and the Unit Chairperson shall receive five (5) days of release time with pay per year to attend special leadership training sponsored by the Union. Furthermore, each Unit Griever and the Unit Chairperson shall also be allowed an additional five (5) days of unpaid leave per year, with no loss in seniority, for the same purpose. The Unit Grievors and Unit Chairperson shall give their supervisors no fewer than 15 calendar days advanced notice when attending such training.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE**

**Section 9.1 Definition/Jurisdiction.** The term "grievance" shall mean an allegation by the Union that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure shall not be used to affect changes in the Articles of this Agreement nor those matters not covered by the Agreement. The grievance procedure shall be the sole and exclusive remedy for resolving disputes between the parties. Grievances pertaining to suspension, removal, or termination shall automatically commence at Step 3 of the Grievance Procedure, and are subject to Step 4, Arbitration. The only recourse for a suspension or termination is through the Grievance Procedure; no recourse shall be pursued through any other administrative procedure or board of review.

**Section 9.2 Qualifications.** If the designated Employer representative fails to answer a grievance or set or hold a meeting within the time limits prescribed by this Article, the grievance shall automatically move to the next step except that the Union must serve an appeal to arbitration within the time limits prescribed in Section 9.5, even if no response or answer from the Employer is forthcoming. If the Union fails to appeal or submit a grievance to the next step within the time limits prescribed herein, it shall be deemed denied and not further appealable. The time limits set forth in this Agreement may be extended by mutual written agreement of the parties.

A grievance may be brought by any employee (with the Union's consent) covered by this Agreement with the appropriate Unit Griever. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same matter, one employee shall be selected by the group to process the grievance with the appropriate Unit Griever. Each employee to be included in such grievance shall be named in the grievance.

Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates by mutual agreement of the parties.

**Section 9.3 Timeliness.** All grievances must be initially timely filed by the Union pursuant to the time limits set forth in Section 9.5, Step 1. Failure to file a grievance



in a timely fashion will result in its denial and will bar the grievance from being processed further through the procedure. The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

**Section 9.4 Grievance Form.** All grievances shall contain the following information and will be filed using the grievance form mutually agreed upon by both parties:

1. The aggrieved employee's name and signature;
2. The aggrieved employee's classification;
3. Date grievance was filed in writing;
4. Date, time, location, and witnesses when possible, where the incident or action upon which the grievance is based occurred;
5. A description of the incident or action giving rise to the grievance;
6. Articles and sections of the Agreement violated and an explanation of how they were violated;
7. Desired remedy to resolve the grievance. The remedy, if granted, will not exceed that listed on the grievance.

Amendments to a grievance shall not be made, other than by mutual agreement of the parties once a request for Arbitration has been submitted.

**Section 9.5 Grievance Procedure.** It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances whereby employees can be assured of prompt, impartial and fair processing of their grievances without reprisals and with a minimum amount of interruption of the work schedule. The Employer and the Union agree to make a reasonable effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

**Preliminary Step:**

A member having an alleged grievance or complaint regarding the administration or application of the contract must first attempt to resolve the issue informally with his/her supervisor at the time of the incident giving rise to the complaint. At this meeting the Union Griever and a human resource representative may be present along with the employee and the supervisor. Any resolution to the issue must be reduced to writing. If the employee wishes to pursue the matter further, the issue shall be reduced to writing and filed at Step 1 of the formal grievance procedure.

**Step 1 – Division Director/Manager.** The intent of Step 1 is to enable the applicable Division Director/Manager to address grievances originating in the respective work units under their direction. In order for an alleged grievance to receive

consideration under this procedure, the grievant, either alone or with the appropriate Unit Griever, if the former desires, or the Union in cases of policy or class action grievances, must identify, in writing, signed by the grievant and/or the Unit Griever, the alleged grievance to the affected employee's respective Division Director/Manager within ten (10) working days after the employee or the Union gains knowledge of the occurrence or facts that gave rise to the grievance. The grievance shall identify the particular Articles and Sections of the Agreement that were alleged to have been violated. The respective Division Director/Manager shall investigate and provide an appropriate answer in writing within ten (10) working days following the date on which the Division Director/Manager was presented the written grievance. If the grievance involves the employee's Division Director/Manager, the grievance may be filed directly at Step 2 of the grievance procedure.

**Step 2 – Department Director.** If the grievance is not resolved at Step 1, the appropriate Unit Representative may forward the grievance to the appropriate Department Director within seven (7) working days after receiving the Step 1 answer. The Department Director shall have ten (10) working days in which to schedule a meeting with the aggrieved employee, the Unit Griever, the Unit Chairperson, and a USW representative. The Department Director shall investigate and respond in writing to the grievance within ten (10) working days following the Step 2 meeting.

**Step 3 - City Manager or Designee.** If the grievance is not resolved at Step 2, the appropriate Unit Representative may forward the grievance to the City Manager or his designee within seven (7) working days after receiving the Step 2 answer. The City Manager or his designee shall have ten (10) working days in which to schedule a meeting with the aggrieved employee, the Unit Griever, the Unit Chairperson, and a USW representative. The City Manager or his designee shall investigate and respond in writing to the grievance within ten (10) working days following the Step 3 meeting.

**Step 4 - Arbitration.** If the grievance is not satisfactorily resolved at Step 3, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration by the Union must be submitted within thirty (30) calendar days following the date the grievance was answered or should have been answered at Step 3 of the grievance procedure. In the event that the grievance is not forwarded to arbitration by the Union within the time limits prescribed, the grievance shall be considered resolved as of the Employer's third step response and shall proceed no further.

If the Union wishes to proceed to arbitration and has filed a timely grievance, the parties agree to the following procedure for arbitration:

Upon ratification of the contract the parties will mutually select three arbitrators to form a panel to hear all grievances during the term of this agreement. The three names will be listed alphabetically by last name and will hear cases on a rotating basis. If an arbitrator for one reason or another drops off or is removed from the panel, the parties agree to meet and mutually select a replacement within 30 calendar days.

If none of the arbitrators on the panel are available to hear a particular grievance properly appealed to arbitration in a timely manner, the parties agree to request a list

of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS).

In all cases the arbitrator shall hold the arbitration hearing promptly and issue his decision within thirty (30) calendar days after the closing of the record, unless mutually agreed otherwise by the parties. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or section of this Agreement in question. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to or subtract from or modify the language contained therein in rendering an award within the Arbitrator's jurisdictional limitations. The award of the arbitrator will be final and binding upon both parties.

The arbitrator's award and the arbitration proceedings identified in this Article are subject to the relevant provisions of Chapter 2711 of the Ohio Revised Code.

Both the Union and the Employer shall share equally in the cost of the Arbitrator's fee. Expenses of any witnesses shall be borne, if any, by the party calling the witnesses. The fees of any court reporters shall be paid by the party asking for same; such fees shall be split equally if both parties desire a court reporter's recording of the proceedings. If a grievance is settled prior to a scheduled arbitration hearing, the parties shall split the cost of any cancellation fees.

An employee, Unit Griever, or Union officer requested to appear at the arbitration hearing by either party, whose presence is necessary, shall attend without the necessity of a subpoena.

**Section 9.6 - Working Days.** For the purposes of this Article, working days shall typically be defined as Monday through Friday and shall exclude Saturday, Sunday, and recognized holidays, except when a particular employee is regularly scheduled to work on days other than Monday through Friday. Working days also mean the working days of the party who is responsible for initiating action or responding to a grievance at the appropriate step in the Grievance Procedure.

## **ARTICLE 10**

### **WORK RULES**

**Section 10.1 Work Rules.** The Employer agrees that, to the extent reasonable, work rules, and any changes thereto, shall be reduced to writing and provided to all employees in advance of their enforcement. Any charge by an employee that a work rule or Departmental/Divisional directive is in violation of this Agreement or has not been applied or interpreted uniformly to all employees, shall be a proper subject for a grievance.

## **ARTICLE 11**

### **POLITICAL ACTIVITY**

**Section 11.1 Political Activity.** In addition to other rights, as permissible by law:

- A. An employee is permitted outside the City of Dublin to actively participate in partisan political activity, provided that an employee undertakes such activity while off-duty, not in identifiable uniform, and does not represent that such activity is either undertaken in his official capacity as an employee of the Employer or is sanctioned by the Employer.
- B. An employee is permitted within the City of Dublin to exercise his/her rights as a citizen to express his/her personal opinions and to cast his/her vote. However, an employee shall not:
  1. orally or in writing solicit or in any manner be concerned with soliciting any assessment, subscription or contribution of any type for any political party or political purpose whatsoever from any person holding a position in the service of the Employer;
  2. make any contribution to the campaign funds of any candidate for a City of Dublin elective office for the actual or apparent purpose of influencing said persons or receiving favors of any nature from said persons; and,
  3. become actively involved in the elective process or campaigns for any City of Dublin elective office.

## **ARTICLE 12**

### **PROBATIONARY PERIOD**

**Section 12.1 New Hires.** Every newly hired employee shall be required to successfully complete a probationary period, which shall begin on the employee's effective date of appointment with the Employer and shall continue for a period of one hundred eighty (180) calendar days. A seasonal employee is hired full time that has worked for the City for nine (9) months within the Department and with the current job classification shall serve a ninety day (90) probationary period. A probationary employee shall be retained beyond the end of the probationary period and granted regular status only if the performance of the employee, in the sole discretion of the City Manager, has been found to be satisfactory. A probationary employee may be disciplined or terminated any time during his probationary period and shall have no recourse through the Grievance Procedure contained within this Agreement. Under certain circumstances, the probationary period of an employee may be extended, but only for valid reasons, only upon approval of the City Manager, and then only for a maximum of sixty-five (65) calendar days. If the probationary employee's probationary period should indeed be extended, and the employee is subsequently disciplined or

terminated, the probationary employee shall have no recourse through the Grievance Procedure.

**Section 12.2 Promotions.** Should an employee be promoted to a different job classification within the bargaining unit, with a higher pay range, the employee shall serve a thirty (30) day probationary period. Under certain circumstances, the probationary period may be extended, but only for valid reasons, only upon the approval of the City Manager, and then only for a maximum of sixty-five (65) calendar days. Should the employee be disciplined at any level up to but not including termination of employment or deemed unsuitable for that position by the City during the initial thirty (30) day probationary period, for performance reasons, the employee will be returned to a position in the classification he/she occupied prior to the promotion.

**Section 12.3 Lateral Transfers.** Should an employee be transferred to a position within any job classification, with the same pay range, the employee shall serve a thirty (30) day trial period. During the trial period, the employee or supervisor may effectuate a return to position occupied prior to the transfer. Under certain circumstances, the trial period may be extended, but only for valid reasons, only upon the approval of the supervisor, and then only for a maximum of sixty-five (65) calendar days.

## **ARTICLE 13**

### **EMPLOYEE ASSISTANCE PROGRAM**

**Section 13.1 Employee Assistance.** The Employer and the Union recognize that a wide range of personal difficulties/problems in the lives of employees may affect work performance and that most personal difficulties/problems can be successfully resolved provided they are identified and referred to an appropriate source of assistance. The Employer and the Union therefore agree that it would be in the best interest of the Employer, its employees, and employees' immediate family members **that a formal Employee Assistance Program ("EAP") be provided** by the Employer to assist employees and said family members in dealing with a wide range of personal difficulties/problems. The Employer and the Union recognize that this range of personal difficulties/problems may include mental, emotional, financial, family, marital, employment-related stress, drug abuse, alcoholism, legal, elder care/aging, spiritual, career, illness/disability, or other such difficulties/problems. The purpose of the EAP shall be to help employees and members of their immediate families deal with the kinds of difficulties and problems identified above by linking them with resources that can provide appropriate help; to reduce job performance problems; and to retain valued employees. When an employee or a member of his/her immediate family is experiencing a problem, whether or not such a problem affects the employee's job performance, the employee and/or immediate family members are strongly encouraged to seek assistance through the EAP.

**Section 13.2 Coverage Terms and Conditions.** Under the coverage terms of the EAP, employees and/or members of their immediate families shall each be entitled to unlimited assessment and referral and a maximum of six (6) sessions per problem, at no cost to the employee or family member, for problems amenable to short term counseling intervention. Employees and/or family members are encouraged to access available benefits, as provided by the Employer's medical benefits program, for counseling/treatment beyond the six (6) session limit.

**Section 13.3 Other Terms and Conditions.** The Employer and the Union agree that:

- A.** Participation in the EAP shall be voluntary, except where the completion of an EAP is required to satisfy the conditions of an imposed disciplinary measure or an agreement to complete an EAP in lieu of discipline. However, employees and their immediate family members who have problems they feel may affect their health, well-being, and/or the employee's job performance, are encouraged to contact the EAP.
- B.** Employees and their immediate family members shall receive an offer of assistance to help resolve such problems in an effective and confidential manner by the EAP provider consistent with federal and state law. No information concerning the nature of individual personal problems will be released without proper written consent.
- C.** Nothing in this Article of this Agreement shall be interpreted as constituting a waiver of the Employer's responsibility to maintain discipline or its right to take appropriate disciplinary action in accordance with established disciplinary procedures. Normal disciplinary procedures shall remain unaltered and use of the EAP shall not alter the responsibility of employees to maintain an acceptable level of performance or acceptable behavior/conduct.
- D.** EAP-related appointments scheduled during normal work hours shall be scheduled within the framework of the Employer's existing leave policies. Depending on the circumstances involved, one or more forms of leave may be appropriate to attend such appointments (i.e. Sick, Vacation, Compensatory Time, Personal, etc.). Due to existing procedures requiring the employee to provide a reason to justify the use of Sick Leave, the employee may not wish to use said leave for such appointments, as providing a reason for the usage of said leave may disclose information the employee wishes to remain confidential. If the employee chooses to request Sick Leave, he or she is hereby advised that in providing a justifiable reason for Sick Leave usage, he/she is voluntarily disclosing information. Employees are hereby advised that if this is a concern, they should request another form of leave where providing a reason for said leave usage is not required (i.e. Vacation Leave, Compensatory Time, Personal, etc.), or seek to schedule EAP-related appointments outside of normal work hours.

Flexible appointment hours shall be made available to employees by the EAP provider.

- E.** Supervisory personnel may encourage the use of the EAP, recognizing the fact that many job performance difficulties may be related to a personal problem. However, supervisory personnel shall refrain from diagnosing personal problems or recommending specific solutions other than referral to the EAP. Supervisory personnel may direct the use of EAP as part of disciplinary process, but may only receive information pertaining to attendance of sessions and completion of the EAP.
- F.** Supervisory training is critical to the success of the EAP. In that regard, the Employer will provide supervisory training, to be scheduled at the discretion of the Employer, to enhance the knowledge of supervisory personnel concerning the proper methods to be used when dealing with an employee who is experiencing personal or work-related problems.
- G.** The Employer shall reserve the right to contract, at its sole discretion, with the company/organization of its choice that will, in the judgment of the Employer, provide the most cost-effective, meaningful, and responsive service to the Employer and its employees.

## **ARTICLE 14**

### **DRUG AND ALCOHOL USE IN THE WORKPLACE**

**Section 14.1 Purpose.** In the interest of maintaining a safe and productive working environment for all City employees, protecting the public health, safety, and welfare, upholding the public confidence in the work performed by City employees, and upholding the organizational image/reputation of the City, the Employer and the Union hereby agree that the use of alcohol and illegal drugs in the workplace are a danger to us all. They impair health, safety and welfare, promote crime, lower productivity and quality, and undermine the public confidence in the work we perform as public servants. Therefore, the Employer and the Union will not tolerate the illegal use or illegal presence of drugs and alcohol in the workplace.

In addition, the Employer and the Union understand that, pursuant to the federal Drug-Free Workplace Act, in order for the Employer to be considered as a recipient for federal grants, it must comply with several requirements mandated by the Act. One of these requirements mandates that the Employer publish a policy prohibiting the illegal presence of controlled drugs in the workplace and that this policy be distributed to all employees. In addition, the Act requires the Employer to verify that all employees have agreed to abide by the policy as a condition of continued employment.

The purpose of this Article is to publish a formal policy regarding the illegal use of drugs and the use of alcohol in the workplace, to notify bargaining unit employees of the consequences of illegal use, possession, distribution, manufacture, etc. of

controlled and/or abuse of prescription drugs and alcohol in the workplace; to institute a drug awareness program for bargaining unit employees, and to notify employees of the types of rehabilitative help that may be offered by the Employer. This Article shall be applicable to all employees of the bargaining unit and the bargaining unit hereby understands that this Article shall be strictly enforced by all supervisory personnel.

**Section 14.2 Policy.** The Employer and the Union hereby agree that any location at which its business is conducted is hereby declared to be a DRUG AND ALCOHOL-FREE WORKPLACE. This means that all employees, including supervisory personnel, are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances or alcohol in the workplace. Reporting for work while under the influence of illegal drugs and/or alcohol, or with any residual effects from illegal drug and/or alcohol use, (e.g. impaired judgment, sickness, impaired reflexes, etc.) is likewise prohibited. For purposes of this policy, an employee is considered to be "under the influence" of a drug or controlled substance, or alcohol when any amount of such substances (or any of its metabolites) is found to be present in the employee at or above the lowest recognized scientific standard utilized by the laboratory selected by the Employer for evaluating the presence of such substances in the system.

The Union hereby understands that any building, facility, structure, property, etc., or the contents thereof (i.e. employee lockers, offices, desks, etc.), owned or leased by the Employer shall be subject to unannounced inspection at any time by appropriate supervisory personnel and Employer officials.

The following constitutes a partial list of controlled substances: (For a more detailed listing and explanation of controlled substances, please consult the attached listing entitled "Controlled Substances - Uses & Effects.")

- \* Narcotics (heroin, morphine, etc.)
- \* Cannabis (marijuana, hashish)
- \* Stimulants (cocaine, diet pills, etc.)
- \* Depressants (tranquilizers)
- \* Hallucinogens (PCP, LSD, "designer drugs", etc.)

The Union understands that compliance with this policy shall be strictly enforced and shall be a condition of continued employment. The Union also understands that any employee violating this policy shall be subject to appropriate disciplinary action which may include suspension or dismissal.

The Union hereby understands that they may also be subject to appropriate disciplinary action for engaging in off duty, illegal conduct/behavior unbecoming a City employee emanating from the use of illegal drugs or alcohol which detracts from the image or reputation of the City as an organization or which erodes the public confidence in the City as an organization (e.g. disorderly conduct, assault, fighting, criminal menacing, disturbing the peace, OMVI, etc., or other criminal acts).



**Section 14.3 Drug and Alcohol Awareness & Employee Assistance.**

Bargaining unit employees have a right to know the dangers of the use and abuse of drugs and alcohol in the workplace, the policy regarding such drug abuse, and what help is available to combat drug problems. This Section of this Agreement is intended to address this matter.

The Employer agrees to offer an awareness program for all bargaining unit employees on the dangers of drug abuse in the workplace. Posters, brochures, and appropriate guest speakers at periodic group meetings will communicate information to employees.

In addition, to assist employees in overcoming drug abuse problems, the Employer will offer the following rehabilitative help where applicable:

- \* Medical benefits for drug-abuse treatment
- \* Information about community resources for assessment and treatment
- \* Employee Assistance Program

The Union hereby understands that where rehabilitative assistance is offered by the Employer and agreed to by the employee, failure of the employee to adhere to conditions with regard to the rehabilitative program may result in appropriate disciplinary action including suspension or dismissal.

Medical benefits for drug abuse treatment, as mentioned above, shall be limited to those covered by the Employer's medical plan. (For further information on the medical benefits for drug and alcohol abuse treatment, refer to the City of Dublin "Employee Benefits Handbook".)

**Section 14.4 Supervisory Training.**

The Employer also agrees to provide supervisory training to assist supervisors in identifying the problems associated with illegal drug use and alcohol abuse by employees. All supervisors shall receive at least four (4) hours of initial skill-building and information sharing sessions, with at least one (1) hour of training occurring within six (6) weeks of a current employee becoming a supervisor or from the date of hire of a supervisor. In subsequent years, supervisors who have already received four (4) hours of initial training, will receive two (2) hours of additional training to serve as a refresher and address new concerns. This training shall be conducted by a qualified trainer holding one of the following credentials:

- Substance Abuse Professional (SAP);
- Certified Employee Assistance Professional (CEAP);
- Certified Chemical Dependency Counselor (CCDC III);
- Ohio Certified Prevention Specialist (OCPS);
- Ohio Certified Prevention Consultant (OCPC).

The training shall cover the following subjects:

1. The physical, behavioral, and the performance indicators of drug and alcohol use/abuse;

2. The effects of drug and alcohol use/abuse;
3. Recognizing performance deficiencies caused by drug and alcohol use/abuse;
4. Confronting employees with suspected drug and alcohol use/abuse.

**Section 14.5 Non-Supervisor Training.** The Employer shall also provide non-supervisory employee training regarding substance or alcohol abuse issues and information about the City's employee assistance program (EAP). All non-supervisory employees shall receive at least 1 hour of educational awareness initially on substance abuse issues and bi-annually thereafter.

**Section 14.6 Criminal Convictions & Notification Requirement.** The Union hereby understands that pursuant to the provisions of the Drug-Free Workplace Act, any employee convicted of violating a criminal drug statute in this workplace must inform the Employer of such conviction (including pleas of guilty and nolo contendere) within five (5) days of the conviction occurring. Failure to so inform the Employer shall subject the employee to appropriate disciplinary action including suspension or dismissal.

The Employer reserves the right to offer employees convicted of violating a criminal drug statute in the workplace, participation in an approved rehabilitation or drug abuse assistance program. If such a program is offered, and accepted by the employee, then the employee must adhere to conditions with regard to the rehabilitation as a condition of continued employment.

## **ARTICLE 15**

### **EMPLOYEE DRUG & ALCOHOL TESTING PROGRAM**

**Section 15.1 Purpose of Testing.** In the interest of maintaining a safe and productive working environment for all City employees, establishing a standard of conduct for City employees, protecting the public health, safety, and welfare, upholding the public confidence in the work performed by City employees, and upholding the organizational image/reputation of the City, the Employer and the Union hereby agree that employee drug and alcohol testing should be addressed within this Agreement. In that regard, the purpose of this Article is to establish the terms, conditions and procedures regarding the drug and alcohol testing of bargaining unit members.

**Section 15.2 Terms and Conditions of Testing.** The Employer and the Union hereby agree that all bargaining unit members, as a condition of this Agreement, shall be required to submit, upon request, to a urinalysis, breath test, and/or blood test to detect the presence of illegal drugs or alcohol in their systems under the following circumstances:

- A. When the Employer has reasonable suspicion to believe that an employee is under the influence of illegal drugs or alcohol while on the Employer's premises or conducting the Employer's business.
- B. Following a work related accident or safety violation.

Employees who are directed to submit to testing shall be required to sign a consent form, the form of which will be developed by the Director of Human Resources, which will include consent that notice of the test results will be released to the Director of Human Resources, or in his absence, the City Manager.

The Employer and the Union hereby agree that if employees of the bargaining unit are required to submit to testing, failure or refusal to submit to the testing may result in appropriate disciplinary action which may include suspension or dismissal. The actual discipline to be imposed shall take into consideration all facts and circumstances including the expressed reasons for the employee's refusal, the need for the testing, the employee's desire for rehabilitation, and the employee's job performance.

Employees who have been found, through the testing procedures identified in Section 15.3 below, to have been under the influence of drugs or alcohol, or who have engaged in conduct which obstructs the testing procedures (i.e. the use of masking agents or other products to adulterate or dilute specimens), shall not be paid for the time they are off work awaiting the testing results, and shall be subject to appropriate disciplinary action including suspension or dismissal.

**Section 15.3 Drug and Alcohol Testing Procedures.** Drug and Alcohol testing shall be conducted in the following manner:

- A.** When circumstances arise which require drug and/or alcohol testing, the Director shall contact the Director of Human Resources or, in his/her absence, his/her designee, to obtain approval for testing. Should disagreement exist between the employee's supervisor or Director and the Director of Human Resources, or his/her designee, regarding whether or not to proceed with testing, the City Manager shall make the final determination. Upon receiving approval to proceed with testing, the supervisor shall escort the employee to a designated D.H.H.S. (Department of Health and Human Services) certified laboratory. After specimen collection, the employee shall be escorted home, except in the case of post-accident testing. In the case of post-accident testing, the employee shall return to work following specimen collection, to a role deemed safe for the employee and other employees, unless otherwise restricted by a physician. **(In circumstances involving "post-accident" testing, where the employee requires off-site medical attention, the testing procedure shall be initiated after proper medical attention has been rendered. In the event the employee is hospitalized, testing shall be accomplished by blood within the hospital environment as soon as possible.)**
- B.** In screening for the presence of drugs or alcohol generally accepted screening procedures shall be used. Whenever an employee is required to provide urine

or blood for the screening procedure, the employee shall be required to provide a split specimen at the time of collection in order to facilitate the screening procedure.

- C.** When screenings are performed, the threshold level for determination shall be established in accordance with generally accepted medical procedures and existing laws or regulations.
- D.** In testing urine or blood specimens for the presence of illegal drugs and/or alcohol, the first specimen shall be submitted for testing to a certified laboratory. If illegal drugs and/or alcohol are found in the first specimen, then that same specimen shall be submitted for further verification (confirmatory) testing. If both initial and verification (confirmatory) tests are positive for an illegal drug and/or alcohol, the Director of Human Resources, or his/her designee, shall be notified by the Medical Review Officer (MRO) at the certified laboratory. The Director of Human Resources, or his/her designee shall in turn contact the employee.
- E.** The employee must then decide whether or not he/she wishes the second specimen provided at the initial collection to be further tested. If the employee so requests, then the second specimen shall be tested using a second certified laboratory.
- F.** If the employee does not request the screening of the second specimen after the initial specimen tests positive, or if the employee does request the testing of the second specimen and it also tests positive for an illegal drug or alcohol, appropriate rehabilitative and/or disciplinary action shall be taken, which may include suspension or dismissal.
- G.** In the initial testing of the first blood/urine specimen provided at the time of collection, should masking agents (e.g. Klear, Ur-n-luck, Zydol, etc.) be **detected, such shall be considered as a "refusal to submit to testing" and the option to pursue testing of the second specimen shall be forfeited. The City shall be so notified. Such "refusal to submit to testing" shall result in appropriate disciplinary action, including suspension or dismissal.**
- H.** In the testing of blood/urine specimens provided at time of collection, should a **"dilute negative" result be received by the City, the employee shall be required** to repeat the testing procedure within 24 hours. The result of the second test shall then become the test of record. Should the employee decline to take the second test, such shall constitute a refusal to submit to testing, which shall result in appropriate disciplinary action, including suspension or dismissal. **Should a "dilute positive" result be received by the City on the first or second test, such shall be considered as a verified positive test which shall result in appropriate disciplinary action, including suspension or dismissal.**
- I.** Should the Employer use breath alcohol testing as an alternate method to blood/urine testing, all breath testing shall be administered by a trained Breath

Alcohol Technician (BAT). In addition, only Evidential Breath Testing (EBT) devices certified by the Federal Government shall be used along with the prescribed breath alcohol testing form.

- J.** In the administration of breath alcohol testing, an initial breath test shall be conducted via the Evidential Breath Testing (EBT) device. If the initial test **results in a reading of less than 0.02, the test shall be recorded as "negative"**. If the initial test results in a reading of 0.02 or greater, a confirmatory test shall be administered. Prior to the administration of a confirmatory test, there shall be a 20-30 minute waiting period to ensure that the presence of mouth alcohol from the recent use of food, tobacco, or hygiene products does not artificially raise the test result. Should the confirmatory test result be different from the initial test result, the confirmatory test shall be deemed the final result. A test result of 0.02 or greater on the confirmatory test shall result in appropriate disciplinary action, which may include suspension or dismissal.
  
- K.** Following the receipt of drug and/or alcohol testing results by the City, the City shall advise the employee regarding his/her return to work.

**Section 15.4 Referral To Employee Assistance Program.** If the results of drug and/or alcohol testing are positive, but do not warrant dismissal of the employee, a referral to the Employee Assistance Program will be offered. Although employees will be offered a referral through the Employee Assistance Program, they are still subject to appropriate disciplinary action.

If an employee accepts a referral to the EAP for assessment as a result of a positive drug and/or alcohol test, he/she must comply with any recommendation made by the EAP Drug and Alcohol Counselor resulting from an assessment, as a condition of continued employment. The employee shall further comply with random drug and/or alcohol testing for a period of up to two years. Failure to comply with any of the conditions associated with the recommendations of the Counselor, the conditions associated with the rehabilitation program, or the random testing, as specified above, may result in dismissal of the employee.

## **ARTICLE 16**

### **USE OF PRESCRIPTION & "OVER-THE-COUNTER" MEDICATION**

**Section 16.1 Purpose.** In the interest of maintaining a safe and productive working environment for all City employees, establishing a standard of conduct for City employees, protecting the public health, safety, and welfare, upholding the public confidence in the work performed by City employees, and upholding the organizational image/reputation of the City, the Employer and the Union hereby agree that use of prescription and "over-the-counter" medication by employees should be addressed within this Agreement. In that regard, the purpose of this Article is to establish terms and conditions concerning the use of prescription and "over-the-counter" medication by bargaining unit employees.

**Section 16.2 General Terms & Conditions.** In general, employees taking medication legally prescribed by a physician, or purchased "over-the-counter", which may impair the employee's judgment, job performance, and physical/mental capabilities, shall advise their immediate supervisors of the medication being used and the possible effects (to the employee's knowledge) of such medication. Such notice should be given prior to the employee commencing work. The City will provide the form for such purpose.

When an employee so notifies his/her supervisor, the supervisor shall attempt to temporarily reassign the employee to other duties, which can be performed, if such duties are available. If such duties are not available, the supervisor shall authorize Sick Leave for the employee and/or FMLA if appropriate.

**Section 16.3 Failure to Notify Supervisor.** The Employer and the Union hereby agree that if an employee works while taking medication legally prescribed by a physician, or purchased "over-the-counter", which causes the type of effects as those previously noted under Section 16.2, without notifying his supervisor, such employee shall be subject to the appropriate disciplinary action, if any, up to and including suspension or discharge. The Union acknowledges that the Employer may become aware of the presence of a legally prescribed or "over-the-counter" medication, referenced in Section 16.2, as a result of a drug/alcohol test administered to the employee pursuant to Articles 14, 15, and 16 of this Agreement.

## **ARTICLE 17**

### **LAYOFFS**

**Section 17.1 Layoffs.** Whenever there is a lack of work, a lack of funds, or other circumstances exist where continued work would not be cost efficient, effective, or reasonable, and such requires a reduction in the number of employees of the City, the City Manager shall determine the job classifications in which such reduction shall be made and the number to be laid off. Employees shall be laid off at the time and in the number specified by the City Manager in the inverse order of their seniority. Within the affected job classifications, all temporary, seasonal, intermittent, casual, and part-time employees would be laid off first, then full-time probationary employees, followed by full-time regular employees. The City will make a good faith effort to discuss the need for the layoff as much in advance of the proposed effective date as is reasonable under the circumstances. All employees to be laid off under such a lay-off action shall be provided forty-five (45) days advanced notice by the City.

**Section 17.2 Call-back.** When employees are laid off as specified in Section 18.1, their names shall be placed on a Re-employment Eligibility List established by the Division of Human Resources. When the work or financial situation permits, those employees who have been laid off shall be called back to work and reinstated to the job classification they held before layoff with the same status and seniority as they had at the time of layoff, in inverse order of their layoff, if they are available. If not

available within fourteen (14) calendar days of call-back notification, or if they decline an offer of re-employment, or if they do not respond to the City within fourteen (14) calendar days of call-back notification, their names shall be removed from the Re-Employment Eligibility List. The Re-employment Eligibility List shall be valid for three (3) years from the date of original creation unless said list is exhausted prior to the completion of the three (3) year time frame due to the re-employment of all individuals on said list, the removal of all individuals' names from said list for reasons of non-availability or declination of re-employment, or any combination thereof. Call-back notification shall be provided to laid-off employees by certified mail addressed to the last known mailing address of said laid-off employees. It shall be the responsibility of the laid-off employees to keep the Division of Human Resources advised of their current mailing address.

## **ARTICLE 18**

### **MISCELLANEOUS**

**Section 18.1 Agreement Copies.** As soon as is possible following the signing of this Agreement, the Employer and the Union shall have printed sufficient copies of this Agreement. The actual cost of printing this Agreement, and any future printing beyond the copies specified herein in an amount the parties may later agree as necessary, shall be shared equally by the parties. The Union shall be responsible for distribution of copies to current members and the Employer shall be responsible for distribution of copies to new members who are hired during the term of this Agreement.

**Section 18.2 Bulletin Boards.** The City shall provide reasonable space at the time clock for one Union-provided bulletin board within the garage/shop/custodial worker areas within the Division of Street & Utilities Operations, Division of Parks Operations, Division of Facilities Management and Division of Fleet Management. These bulletin boards shall be for the exclusive use of the Union to post notices and information related to Union affairs. These boards shall be maintained by the bargaining unit memberships and be kept in neat order at all times. Should these boards fall into disarray, the City will notify the appropriate Unit Representative and such Representative shall ensure that the board(s) are restored to proper order at his/her first opportunity. Non-bargaining unit personnel shall not be permitted to remove, add to, or alter Union material posted on these boards unless said material contains obscene, racially/sexually offensive, other unlawful, or defamatory information. A reasonable effort shall be made by the Employer to contact a Union representative prior to removing any material.

## ARTICLE 19

### SENIORITY

**Section 19.1 Seniority.** For purposes of this Agreement, "Seniority" shall be defined as total continuous service as a full-time employee of the bargaining unit. Seniority shall begin to accumulate on the date an individual becomes employed in a position within the bargaining unit. Continuous service shall reflect the uninterrupted service of an employee as calculated by years/days of service. Continuous service shall be interrupted only when a "break in service" occurs. A "break in service" shall occur in the following instances:

1. Resignation/Separation;
2. Removal/Dismissal;
3. Failure to return from an authorized leave of absence.

As established in Section 19.1 seniority shall begin to accumulate on the date an individual becomes employed in a position within the bargaining unit; however, should more than one (1) individual be hired on the same day, seniority preference will be determined by the individual's relative ranking in the selection process. An individual with a higher ranking shall always receive seniority preference over an individual with a lower ranking.

A "break in service" shall not occur if an employee is reinstated due to the disaffirmance of removal or layoff. An employee who has a "break in service" and who is subsequently rehired or reinstated shall not receive continuous service credit for the time spent during the "break in service"; however, the employee shall receive continuous credit except for the period of time in which the "break in service" occurred.

**Section 19.2 Application of Seniority – Leave Requests.** "Seniority", as defined in Section 19.1 above, shall be the means for determining approval of Vacation and Personal Leave requests when such leave requests are submitted simultaneously, to the same supervisor, by two (2) or more employees of the bargaining unit for the same period of time.

**Section 19.3 Application of Seniority – Shift Vacancy and Position Vacancy.** Whenever a vacancy occurs in a full-time position, the following three step process shall be followed:

**Step 1.** The Division shall post a "Shift Vacancy Announcement" for a minimum of ten (10) calendar days to allow any interested employee presently serving in a full-time position within the same work unit (Fleet Maintenance, Custodial Services, Parks Operations, Facilities Maintenance, Street and Utilities Operations, Sign Shop), to apply for the position. The vacancy shall be filled by seniority. Exceptions to filling a position by seniority may be mutually agreed upon by both the Union and the City. Any subsequent vacancies caused by trying to fill the initial advertised vacancy shall also be filled by seniority within the work unit. Once opportunities to fill the vacancy(ies) within the work unit are exhausted, the last remaining



vacancy may be filled pursuant to Step 2 below. Employees presently in their original appointment probationary period shall not be eligible for vacant positions until after the conclusion of their probationary period.

Step 2. In order to expedite the hiring process the City may post steps 2 and 3 **concurrently. The Division shall post a "Position Vacancy Announcement" for a minimum of ten (10) calendar days to allow any interested employee presently serving in a full-time position within the Bargaining Unit to apply for the position. The Division shall identify, on the "Position Vacancy Announcement", the specialized qualifications, knowledge, skills, and abilities required to successfully perform the duties of the vacant position. In filling the position, the Division shall give consideration to all applicants who apply. The following criteria shall be used in selecting an employee to fill the position: job-related qualifications, knowledge, skills and abilities, work performance; and seniority based upon time with the City of Dublin in a full-time regular position. Where all applicants' qualifications, knowledge, skills, abilities and work performance are relatively equal in the judgment of the hiring supervisor, seniority as previously defined shall be the deciding factor. If qualifications, knowledge, skills, abilities, work performance, and seniority are equal, seniority preference shall be determined by the individual's relative ranking in the new hire selection process when first hired. The higher ranking shall always receive seniority preference. Should it not be possible to determine which candidate ranked higher in the new hire selection process, one toss of a coin shall be the determining the factor. Employees presently in their original appointment probationary period shall not be eligible to compete for vacant positions until after the conclusion of their probationary period. After the selection has been made, the employee shall assume his/her new position within sixty (60) days unless otherwise extended, for good reason, by the Division Director/Manager. If no member of the Bargaining Unit is determined to be qualified to fill the vacancy, Step 3 below will be followed.**

Step 3. If no Bargaining Unit member is determined to be qualified, the position vacancy shall be filled externally.

## **ARTICLE 20**

### **DISCIPLINE**

**Section 20.1 Discipline for Cause.** No bargaining unit employee, who has successfully completed his probationary period, shall be disciplined without cause. Cause may include, but is not limited to, the violation of City/Departmental/Divisional rules and regulations, incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment, neglect of duty, absence without leave, any conduct unbecoming an employee, any acts of misfeasance, malfeasance, or nonfeasance, or any off-duty illegal conduct/behavior where there is a reasonable nexus to the individual's employment with the City.

**Section 20.2 Progressive Discipline.** The principles of progressive disciplinary action will be followed with respect to minor offenses. For minor offenses, an oral

reprimand, a written reprimand, and a suspension without pay shall be given prior to demotion or dismissal.

The primary responsibility for the administration of discipline shall rest with the appropriate supervisory personnel over the employee to be disciplined, and such disciplinary action may consist of any action which is appropriate to the offense, including, but not limited to:

- A.** Informal, oral reprimand;
- B.** Formal, written reprimand;
- C.** Suspension from duty without pay; not to exceed five (5) days;
- D.** Any other action appropriate to the nature or severity of the offense;
- E.** Dismissal.

Disciplinary action taken against an employee, which is other than in the nature of a minor first offense warning, shall be in writing and made a part of the employee's permanent personnel file.

**Section 20.3 Pre-Disciplinary Conference.** Prior to the administration of disciplinary action constituting a suspension without pay or dismissal, a Pre-Disciplinary Conference shall be held to give the employee an opportunity to offer an explanation regarding the alleged offense/misconduct on his part. This Pre-Disciplinary Conference shall take place within 10 working days of completing an investigation of the incident in question and the investigation shall not be unreasonably delayed by either the Employer or the employee. Nothing within this Section shall preclude the Employer from relieving the employee from duty if, in the judgment of the Employer, such action is necessary.

**Section 20.4 Disciplinary Action Imposed.** For offenses in which an oral or written reprimand is being considered, the Employer's decision regarding whether or not to impose disciplinary action shall be made within 10 working days following the Employer being made aware of the incident in question. If, however, the incident warrants, as determined by management, the consideration of suspension without pay or dismissal, a thorough investigation will be completed within a reasonable amount of time followed by a Pre-Disciplinary Conference. The decision to impose discipline in this case shall occur within 10 working days of the conclusion of the Pre-Disciplinary Conference.

**Section 20.5 Copy of Discipline Record.** Whenever a disciplinary action is taken which results in a disciplinary action of record (A. through E. in Section 20.2), the employee and the Union shall be given a copy of such record.

**Section 20.6 Appeal.** A bargaining unit employee (who has successfully completed his probationary period), who feels aggrieved by the administration of discipline such

as in A. through E. of Section 20.2, may appeal such disciplinary action in accordance with the Grievance Procedure in Article 9.

## **ARTICLE 21**

### **PERSONNEL RECORDS**

**Section 21.1 Personnel File.** One, and only one, official personnel file shall be maintained for each employee and shall be in the custody of the Division of Human Resources. Personnel files will only be maintained electronically. The personnel file shall contain all the official records of the City regarding an individual employee, with the exception of medical records, which shall be maintained in a separate file pursuant to applicable Federal and State Law and, which shall be considered confidential. Where past disciplinary actions or allegations of misconduct are relevant to considerations of future disciplinary action or promotion, only those disciplinary actions of record contained in the personnel file shall be considered. An employee may access his/her file at any time during normal business hours or by computer at any time. Anytime a document is placed in the employee's personnel file, the employee shall be forwarded a copy of such document, with the exception of selection records and materials created prior to the employee's date of appointment (e.g. reference checks, criminal record checks, interview appraisal forms, etc.); such selection records/materials shall be made available for inspection of the employee upon request to the Director of Human Resources, or his designee. The confidentiality of matters contained in the personnel files shall be the responsibility of the Director of Human Resources who shall release only such information permitted by law and then only to those persons with a legitimate right to the information, subject to the provisions of the Ohio Privacy Act, Ohio Public Records Act, or other applicable Federal or State Law. In the event a legitimate request is made to inspect or obtain copies of records from an employee's personnel file, the City will make a reasonable attempt to notify the employee that such a request has been made.

**Section 21.2 Retention of Records.** All actions of record, including appointment, evaluations, promotions, counseling statements, reprimands, dismissals, suspensions, will be maintained in each employee's personnel file throughout his period of employment. Record of counseling statements or documented oral reprimands will not be considered for purposes of future disciplinary action more than six (6) months after issuance provided that no repeated offense(s) of a same or similar nature have occurred within said six (6) month period following issuance. Record of written reprimands will not be considered for purposes of future disciplinary action more than one (1) year after issuance provided that no repeat offense(s) of a same or similar nature have occurred within said (1) year period following issuance. Suspensions of less than thirty (30) days will not be considered for purposes of future disciplinary action more than three (3) years after issuance provided that no repeated offense(s) of a same or similar nature have occurred within said three (3) year period following issuance.

In the event that a repeated offense(s) of a same or similar nature occurs during the appropriate time frame(s), the initial disciplinary action shall be considered for the

duration of the time period for which the most recent documented disciplinary action will remain in effect for purposes of future disciplinary action.

**Section 21.3 Inaccurate Documents.** If, upon examining his personnel file, an employee has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy. If the Director of Human Resources concurs with the employee's contentions, he shall either correct or remove the faulty document or attach the employee's memorandum to the document and note thereon his concurrence with the memorandum. He may also attach the memorandum to the document and note his disagreement with memorandum's contents.

## ARTICLE 22

### RATES OF PAY/WAGES

**Section 22.1 Wage Structure.** Effective September 1, 2016 to December 31, 2019 the wage structure depicted below will be in place for each of the job classification identified below. There are two methods by which employees shall receive pay increases; anniversary date of hire and the annual increases in the pay table which go into effect on January 1 of each year depicted below. Employees shall move to the next step on the pay table on their anniversary date of hire under the appropriate year column for whatever the current year may be. All employees move to the next column representing the current year on January 1. All new employees, regardless of start date shall enter these tables at Step 1 for the year in which they are hired unless approved for an advanced step per Section 23.2 of this article. Maintenance Workers and Fleet Technicians shall transition from a 12-Step scale to an 8- Step Scale effective January 1, 2017 per the transition matrix located to the right of their respective pay scales. For example, a Maintenance Worker who is current at Step 5 on the 12 step scale shall move to Step 3 on the 8 Step Scale on January 1, 2017. Custodial Workers shall remain on an 8-Step scale.

<b>Maintenance Worker (Switch to 8 Steps)</b>					<b>2016 - 2017 Step Transition</b>	
<b>Annual Base Wage Rates Jan 1-Dec 31</b>					<b>MAINTENANCE WORKER</b>	
	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2016 Former</b>	<b>2017 New</b>
<b>Step</b>		<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>		
<b>1</b>	\$42,050.29	\$42,891.30	\$43,749.12	\$44,624.10	1	1
<b>2</b>	\$43,427.43	\$45,394.69	\$46,302.58	\$47,228.63	2	2
<b>3</b>	\$44,849.68	\$47,898.08	\$48,856.04	\$49,833.16	3	2
<b>4</b>	\$46,318.52	\$50,401.48	\$51,409.51	\$52,437.70	4	3
<b>5</b>	\$47,835.45	\$52,904.87	\$53,962.97	\$55,042.23	5	3
<b>6</b>	\$49,402.06	\$55,408.26	\$56,516.43	\$57,646.76	6	4
<b>7</b>	\$51,019.98	\$57,911.66	\$59,069.89	\$60,251.29	7	5
<b>8</b>	\$52,690.88	\$60,415.05	\$61,623.35	\$62,855.82	8	6
<b>9</b>	\$54,416.50				9	6
<b>10</b>	\$56,198.64				10	7
<b>11</b>	\$58,080.46				11	8
<b>12</b>	\$59,230.44				12	8

Fleet Technician I (Switch to 8 Steps)					2016 - 2017 Step Transition	
Annual Base Wage Rates Jan 1-Dec 31					Fleet Technician I	
	2016	2017	2018	2019	2016	2017
Step		2.00%	2.00%	2.00%	Former	New
1	\$43,516.81	\$44,387.15	\$45,274.89	\$46,180.39	1	1
2	\$44,941.99	\$46,986.05	\$47,925.77	\$48,884.28	2	2
3	\$46,413.84	\$49,584.94	\$50,576.64	\$51,588.18	3	2
4	\$47,933.89	\$52,183.84	\$53,227.52	\$54,292.07	4	3
5	\$49,503.71	\$54,782.74	\$55,878.40	\$56,995.96	5	3
6	\$51,124.96	\$57,381.64	\$58,529.27	\$59,699.86	6	4
7	\$52,799.30	\$59,980.54	\$61,180.15	\$62,403.75	7	5
8	\$54,528.46	\$62,579.44	\$63,831.03	\$65,107.65	8	5
9	\$56,314.27				9	6
10	\$58,158.57				10	7
11	\$60,161.20				11	8
12	\$61,352.39				12	8

Custodial Worker				
Annual Base Wage Rates Jan 1-Dec 31				
	2016	2017	2018	2019
Step		2.00%	2.00%	2.00%
1	\$32,792.47	\$33,448.32	\$34,117.29	\$34,799.63
2	\$35,080.77	\$35,782.39	\$36,498.03	\$37,227.99
3	\$37,004.76	\$37,744.86	\$38,499.75	\$39,269.75
4	\$38,982.35	\$39,762.00	\$40,557.24	\$41,368.38
5	\$41,013.51	\$41,833.78	\$42,670.46	\$43,523.86
6	\$43,044.69	\$43,905.58	\$44,783.70	\$45,679.37
7	\$44,754.33	\$45,649.42	\$46,562.40	\$47,493.65
8	\$46,356.79	\$47,283.93	\$48,229.60	\$49,194.20

**Section 22.2 Appointment and Advanced Step Hiring.** The City Manager, when making appointments to either the Maintenance Worker, or Fleet Technician I, or Custodial Worker classifications, shall be authorized to recognize the overall qualifications of candidates in determining their placement within the wage structure.

**Section 22.3 Step Advancement.** Following the employee's initial appointment to a position within the Maintenance Worker, Fleet Technician I, or Custodial Worker classifications, advancement to successive steps within the wage structure shall occur annually on the employee's anniversary date of appointment.

**Section 22.4 Application of Pay Rates.** The rates of pay set forth in Section 22.1 are based on full-time employment of forty (40) hours in a work week and 2,080 hours in a work year. These rates shall be used to calculate wages for hours in paid status for the appropriate step. "Paid Status" shall include all hours in approved paid leave

including vacation, injury, military (active duty), personal, compensatory time, sick leave, etc.

**Section 22.5 Longevity Pay.** In addition to the other types of compensation identified in Section 22.1, all employees shall receive a longevity payment based upon completed years of service with the City according to the following schedule.

The following schedule shall be effective September 1, 2016:

<b><u>Completed Years of Service With the City of Dublin</u></b>	<b><u>Amount</u></b>
Four (4) through six (6) years	\$950.00
Seven (7) through ten (10) years	\$1150.00
Eleven (11) through fourteen (14) years	\$1450.00
Fifteen (15) through nineteen (19) years	\$1700.00
Twenty (20) or more years	\$1900.00

Longevity pay shall appear in the paychecks in which the employee's anniversary date of appointment falls. The employee will be paid in one (1) lump sum in the form of a **regular paycheck for that given pay period which will be taxed at the employee's W-4 rate.**

Should an employee be on Leave Without Pay for more than six (6) months within a particular year during which the employee would have normally been entitled for longevity pay, the employee shall forfeit his/her entitlement to such pay.

**Section 22.6 Instant Bonus Program.** All employees in the Maintenance Worker, Fleet Technician I, and Custodial Worker classifications shall be eligible for an "instant bonus" in accordance with the following terms and conditions:

- A.** Each Department may give bonuses to reward an individual employee or a team of employees for an exceptional effort in implementing and completing a project or program that:
  - 1. Significantly enhances the efficiency or effectiveness of City operations, or;
  - 2. Significantly exceeds expectations in the areas of performance or customer service, or;
  - 3. Demonstrates innovation or creativity in government.
  
- B.** If a bonus is awarded, it shall be awarded immediately, not at the end of the year.

- C.** An individual employee may be eligible for one instant bonus in any calendar year. The maximum bonus amount shall not exceed \$1,000.00, however, the typical bonus will be in the area of \$250.00
- D. Bonuses may be awarded upon written request of the employee's supervisor, division director or department director, detailing the employee's achievement and recommending a bonus amount.** The bonus shall not be awarded unless approved by the department director and the City Manager. All decisions regarding the award of bonuses shall ultimately be at the discretion of the City Manager.
- E.** In the event the division director and department director believe that time off with pay would be a more effective reward for excellence under this program, and the time off will not negatively affect the operation of the division, the employee may be awarded up to eight (8) hours of paid leave in lieu of a monetary bonus. The monetary value of the time off shall be deducted from the remaining balance of bonus funds available to the department.
- F.** The division director should not inform the employee of the bonus until it is approved by the department director and City Manager.
- G.** To be eligible for a bonus, the employee must demonstrate a clearly exceptional level of effort and achieve an outcome that is superior.
- H. Once a department's bonus funds are expended in a calendar year, there will be no additional funds available to that department until the next calendar year.**

**Section 22.7 Temporary Work Assignment/Pay Supplement.** When an employee is designated to perform the duties of a higher level job classification, the employee shall be compensated at a rate of pay commensurate with that higher level job classification for all hours during which the employee performs such duties. The rate of pay shall be within the **higher level classification's established pay range and shall be set either at the minimum of this higher level classification's pay range or at a point ten percent (10%) greater than the employee's existing rate of pay, whichever is greater.** However, this increased rate of pay shall not exceed the maximum of the higher classification's pay range.

**Section 22.8 Shift Differential.** Shift differential pay shall be provided as follows, with the exception of hours in paid status while on approved leave:

1. For employees regularly assigned to first shift, shift differential shall not apply except when working on snow removal operations which runs from the 1<sup>st</sup> Tuesday of November through April. When employees regularly assigned to 1<sup>st</sup> shift work on snow removal operations, shift differential shall apply to those hours worked between 5 p.m. and 6:45 a.m.

2. For employees regularly assigned to second or third shift, shift differential shall be applied to any hours worked.

Effective upon execution of this Agreement, the shift differential rate will be \$1.10/hour.

Shift differential pay shall be applicable to actual hours worked. Shift differential shall not be paid in addition to regular pay for any hours spent on approved paid leave, with the exception of leave due to mandatory training, which shall qualify for shift differential pay. Mandatory training is defined as classes/coursework where employee attendance is required by the Division. Time spent in optional training programs shall not qualify for shift differential pay. If authorized overtime occurs in conjunction with the regular workday, the shift differential shall be paid for each hour of overtime worked as specified above. If shift differential pay is applicable, and overtime occurs, the shift differential pay shall be added to the base hourly rate prior to computing the overtime rate. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstance.

## **ARTICLE 23**

### **HOLIDAYS**

**Section 23.1 Paid Holidays.** The following are designated as paid holidays for bargaining unit employees:

New Year's Day  
Martin Luther King, Jr. Day  
**President's Day**  
Memorial Day  
Independence Day  
Labor Day  
**Veteran's Day**  
Thanksgiving Day  
Christmas Day

**Section 23.2 Dates/Days Observed.** Should the Federal or State government designate a specific date or day of the week for observation of one of the above listed holidays, the City will generally follow that designation. For employees assigned to a Monday through Friday (Saturday and Sunday off), when a holiday falls on a Saturday, the Friday immediately before the holiday shall be the observed day; should the holiday fall on a Sunday, the Monday immediately following the holiday shall be the observed day. For employees assigned to other than a Monday through Friday workweek (Saturday and Sunday off) the holiday shall be celebrated on the calendar day on which the holiday actually falls.



**Section 23.3 Holiday Pay.**

- A. If a holiday falls on an employee's regularly scheduled day off and the employee is not required to work the holiday, or if the employee is excused from work, the employee shall receive eight (8) hours of Compensatory Time at the straight time rate, provided that the employee was not absent without authorized leave on either the workday before or after the holiday. An employee on Sick Leave the workday before or after the holiday may be required to present a doctor's certificate in order to receive credit for eight (8) hours of Compensatory Time.
  
- B. When an employee works on a City observed holiday he shall be entitled to eight hours straight time pay plus double time pay (or Compensatory Time) for all hours worked.

**Section 23.4 Special Holiday.** Any special holiday, as formally designated as a paid holiday for other City workers by City Council, when City offices are closed for all or part of the day, will also be observed as a paid holiday under this article. The mere closing of a facility or City building for any reason without this specific designation as a special paid holiday does not cause an entitlement to a paid holiday.

**ARTICLE 24**

**PERSONAL LEAVE**

**Section 24.1 Allocation & Usage of Leave.** Effective the first pay period of each payroll year under this Agreement, each employee, who is in full pay status (i.e. on duty or on approved Leave With Pay) shall receive forty (40) hours five (5) days of Personal Leave. However, new employees appointed during the year shall receive a pro-rated allocation of Personal Leave in accordance with the following schedule:

<b>Timeframe Appointed</b>	<b>Personal Leave Allocation</b>
January 1 through March 31	40 Hours (5 days)
April 1 through June 30	32 Hours (4 days)
July 1 through September 30	20 Hours (2.5 days)
October 1 through November 30	8 Hours (1 day)
December 1 or later	None

In the event an employee is not in full pay status at the time Personal Leave is normally allocated to each employee, yet returns to full pay status at some point thereafter, **the amount of that employee's** Personal Leave allocation shall be pro-rated. For every pay period the employee has been in less than full pay status, one and fifty four hundredths (1.54) hours of Personal Leave shall be deducted from the normal forty (40) hours annual allocation. Personal Leave may be used by the employee provided that said leave is approved in advance by the employee's immediate supervisor or other appropriate administrative superiors. Advance notice is defined as 2 days or as much notice as is practicable. All Personal Leave must be used within the same calendar year in which it is allocated or said Personal Leave shall be forfeited. Personal Leave shall be paid at the employee's straight time rate. Conflicts involving multiple requests for the same period of leave shall be resolved on a first-come-first-served basis. Personal Leave shall not be used to artificially extend the separation date of an **employee's resignation from employment with the City. The effective date of an employee's resignation from employment shall be the same as the employee's last day worked.**

**Section 24.2 Payment for Unused Personal Leave, Layoff or Death.** In the event that an employee is laid off from City service, said employee shall be compensated for all unused Personal Leave at the rate of pay in effect at the time of layoff. For any other form of separation, no compensation will be provided to the **employee for unused Personal Leave. In the event of the employee's death, such compensation shall be paid to the employee's surviving spouse, or secondarily, his/her estate.**

## **ARTICLE 25**

### **SICK LEAVE**

**Section 25.1 Sick Leave Accrual.** All employees shall be entitled to Sick Leave With Pay at the rate of four and six hundred fifteen thousandths (4.615) hours per pay period. Sick Leave With Pay shall accrue without limitation, with the exception that an employee shall earn the full Sick Leave accrual each pay period only if the employee is in full pay status for the entire period. In the event the employee is not in full pay status for the entire pay period, he shall accrue Sick Leave at the rate of fifty-eight thousandths (.058) hours for each one (1) hour in full pay status during the pay period. New employees shall be granted a three (3) day Sick Leave "**advance**" upon the effective date of their appointment. However, no additional Sick Leave will be allowed to accumulate until the end of the third month of employment.

**Section 25.2 Use of Sick Leave.** Sick Leave with full normal pay shall be granted for the following reasons:

- A.** Actual illness or disability of the employee;
- B.** Illness or disability of one or more of the employee's immediate family members, requiring the employee's personal care and attendance. Immediate family, for the purpose of this section, is defined as mother,

father, spouse, son, daughter, step-son, step-daughter, legal guardian, or someone who stands in place of a parent. Bargaining unit members shall be permitted to petition the City Manager for usage of Sick Leave for illness of family members outside the definition of immediate family. The parties agree that the City Manager shall evaluate such requests and may, on a case-by-case basis, approve such requests, at his discretion.

- C.** Enforced quarantine of the employee in accordance with community health regulations.
- D.** Necessary appointments with physicians and dentists.
- E.** Where injury leave has expired and the employee must be absent from work for an additional period.

In order to qualify for Sick Leave payments, the employee must notify his supervisor not later than one-half (1/2) hour before his normal starting time on the first day of absence, unless the circumstances surrounding the absence make such reporting impossible, in which case such report must be made as soon as possible. Sick Leave for doctor or dentist appointments must be requested forty-eight (48) hours in advance, except in emergency situations.

Absence from work due to a non-duty incurred illness or injury will be compensated for by use of Sick Leave.

In the event an employee requests Sick Leave for a period of longer than two (2) consecutive days, or for the day immediately preceding or following a holiday, he/she may be required by his/her immediate supervisor to submit a doctor's certificate verifying the illness and justifying the necessity of the absence. If the immediate supervisor determines that an employee's use of Sick Leave is not justified, the immediate supervisor shall have the authority to charge the absent time to the employee's vacation, Personal Leave, or Compensatory Time balance or to record the absent time as Leave Without Pay.

The City Manager, assisted by all supervisory personnel, shall be responsible for preventing abuses of Sick Leave. Sick Leave shall not be considered leave time which an employee may use at his discretion for personal business. The Employer may require medical proof of the necessity for said Sick Leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity of such absence. In the event the employee fails to submit adequate proof of the necessity for Sick Leave, such leave shall be considered unauthorized leave and shall be without pay. If an employee is found to have abused this Sick Leave policy, he/she shall be subject to disciplinary action, including possible suspension or dismissal.

In the case of pregnancy, the pregnant employee will be permitted to continue working as long as she is physically capable to do so with the approval of her physician and supervisor. "Physically Capable" shall mean the ability to satisfactorily perform

the essential job duties of the position, with or without a reasonable accommodation, to which the employee is assigned, as determined by the City. If deemed necessary **by the employee's administrative superiors, the employee may be asked to provide** fitness for duty certification.

Vacation Leave, Personal Leave, Compensatory Time, or approved Leave Without Pay may be used to supplement Sick Leave when the latter is exhausted. All Sick Leave **shall be requested by use of the City's time keeping system.**

Absence for a fraction of a day that is chargeable to Sick Leave in accordance with these provisions shall be charged proportionately in one-quarter (1/4) hour increments.

**Section 25.3 Conversion of Sick Leave.** An employee shall be entitled to the conversion of his/her Sick Leave as follows:

**A. Conversion Upon Separation.** The employee may convert his/her Sick Leave subject to all of the following conditions:

- 1) The employee separates employment while in good standing (**employee's separation must not be for** just cause) with the City;
- 2) The employee has at least ten (10) years of full-time public service, five (5) years of which must be full-time continuous service with the City; and
- 3) The employee must have a Sick Leave Balance of at least five hundred (500) hours at the time of separation;

The rate of pay for such accumulated Sick Leave shall be at the employee's straight time hourly rate of pay at separation multiplied by one-third (1/3) of the total number of accumulated Sick Leave hours. Total payment under this provision shall not exceed 700 hours. In the event an employee dies while in the employ of the City, except as provided in paragraph (C) of this section, and the employee has at least ten (10) years of full-time public service, five (5) of which is full-time continuous service with the City, his or her spouse, or secondarily his or her estate, shall be paid the aforementioned rate of redemption for accumulated unused Sick Leave.

**B. Annual Conversion.** During December of each year, each employee may convert a portion of his/her accrued but unused Sick Leave to a cash payment subject to all of the following conditions:

- 1.) The employee must have a Sick Leave balance of at least five hundred (500) hours at the end of the first pay period in December;

- 2.) The employee must have forty (40) hours or less of Sick Leave usage for the past 12 months as of the end of the first pay period in December (FMLA protected leave exempted);
- 3.) The employee may convert no more than twenty-eight (28) hours of Sick Leave to pay;
- 4.) Sick Leave shall be converted at the rate of one (1) hour of Sick Leave to one (1) hour of pay at the straight time hourly rate of pay;
- 5.) Once Sick Leave is converted to pay, it shall not be converted back to Sick Leave.
- 6.) This payment shall be made to the employee by separate deposit with the first pay of the following calendar year.

**C. Killed During Performance of Duties.** If an employee is killed while performing his authorized, assigned job duties, his surviving spouse, or secondarily, the estate, shall be paid for one hundred percent (100%) of the value of the employee's accrued but unused Sick Leave, at the straight time rate in effect at the time of death. The amount so paid shall constitute payment in full for all accrued and unused Sick Leave credited to the employee.

**Section 25.4 Sick Leave Transfer from Prior Public Employer.** Any employee who has accrued Sick Leave with the State of Ohio or any political subdivision of the State shall be entitled to have this accrued Sick Leave transferred to the City of Dublin, provided the employee was hired by the City within ten (10) years of resignation/separation from the prior public employer, and provided the City receives written verification of such prior service from the prior public employer. The employee is responsible for making the City aware of the request to transfer Sick Leave within 30 days of employment. New employees hired on or after the ratification of this Agreement, whose Sick Leave is transferred from another public employer, must first use Sick Leave accrued with the City of Dublin prior to using his/her transferred balance. In addition, on or after the ratification date of this Agreement, any newly **hired employee's transferred** Sick Leave shall not be eligible for conversion to a cash payment either on an annual basis or upon retirement or resignation.

## **ARTICLE 26**

### **HOURS OF WORK AND OVERTIME**

**Section 26.1 Workweek.** The workweek normally consists of forty (40) hours based on five (5) consecutive eight (8) hour work days followed by two (2) consecutive days off.

The regularly scheduled workday will be eight (8) consecutive-hours (other than designated snow shifts), with two (2) 15-minute breaks each workday. Such breaks shall not interfere with the proper performance of work responsibilities of the work unit or department, as the case may be. The breaks will be considered as part of the **employee's work-time**. Breaks may normally be taken at the work site, but any travel time to and from the work site is part of the 15-minute break period and shall be included in the break. Break time shall not be connected to starting and-ending time **of the employee's workday**. Break time is not cumulative and the two breaks cannot be aggregated together. There is not any time allowed to take a lunch or meal break when working a regular eight (8) consecutive hour shift. If any food/snacks are consumed, they will be-consumed during breaks whenever possible; employees shall utilize city facilities for restroom breaks. Employees may not use restroom breaks during the workday as an opportunity to purchase food or drinks.

The following are the shifts and hours of work:

- 2:30 p.m. to 10:30 p.m. (also referred to as second shift)
- 4:00 p.m. to 12:00 a.m. (also referred to as second shift)
- 7:00 a.m. to 3:00 p.m. (also referred to as first shift)
- 5:30 a.m. to 1:30 p.m. (also referred to as first shift)

When activated by the appropriate Division Director/Manager, the snow and ice removal operations shifts will be divided into an AM shift and a PM shift. The AM shift will be from 12am to 12pm. The PM shift will be from 12pm to 12am. This shift set-up will be used for Street & Utilities Operations and Fleet Management.

The City may add shifts, such as a swing or third shift, and may modify the above shifts provided that the City gives at least thirty (30) days written notice to the affected employees and the Union.

**Section 26.2 Overtime.** Employees shall be compensated at straight-time rates for all hours worked, as well as in paid status, except that all authorized hours worked beyond the regular shift in excess of eight (8) hours in any work day shall be compensated for at a rate of time-and-one-half (1-1/2). No employee shall be paid for overtime work which has not been authorized by a supervisor.

To be eligible for overtime, the employee must be trained, qualified and experienced on equipment that will be used for that overtime opportunity.

For an employee to be eligible for overtime, they must designate one phone number where they can be reached. Employees are expected to respond to that phone number and/or call back before the overtime opportunity is filled by another employee. If an employee fails to answer the phone or respond and/or call back before the overtime opportunity is filled by another employee who does answer the phone and/or call back, the employee will be skipped and lose the chance for the overtime opportunity.

All overtime is treated the same except: the City has numerous overtime opportunities that are associated with planned events/activities (e.g. leaf collection, chipping, facility

closure, night patching) festivals and celebrations. Planned overtime is treated separately. (See section 26.3 – Planned Overtime)

Employees who are working on a particular work assignment but cannot complete the assignment before the end of the workday may continue to finish the assignment without invoking the overtime seniority list provided it is no longer than three (3) hours and with prior approval of the Crew Supervisor. The City will make a good faith effort not to abuse this section.

**Section 26.3 Application of Seniority – Planned Overtime Sign-Up and Assignment.** The City agrees to offer overtime for non-short notice overtime activities in accordance with the following:

**A. Planned Overtime - Defined.** The City and the Bargaining Unit mutually recognize that certain services provided by the City require work to be performed in an overtime status (Section 26.2). These overtime activities are anticipated and planned for in advance. Such planned overtime can include but is not limited to: extended mowing schedules; facility shut downs for maintenance; special events; leaf collection; etc. Planned overtime activities may be for individual activities or to cover periods of time for multiple activities at the discretion of the City.–Overtime is considered “planned” when the offering is posted in accordance with the timeframes set forth in section 26.3.B.

**B. Offer of Planned Overtime.** The City shall determine and post the dates, times and number of personnel (if known) necessary to satisfy the City’s needs for planned overtime using a/n Overtime Sign-Up Sheet/s. Overtime Sign-Up Sheet/s shall be displayed no sooner than one (1) month prior to the period to be covered. The division shall post the sign-up sheet for a minimum of duration of forty eight (48) hours and remove the sheet no sooner than 24 hours prior to the period to be covered.

**C. Work Units – Defined.** Work units are defined as follows:

- Fleet Management
- Custodial Services
- Parks Operations
- Facilities Maintenance
- Street & Utilities Operations
- Sign Shop

**D. Number of Positions to be Posted.** The number of positions to be posted by the City for planned overtime will be at the discretion of the City.

**E. Planned Overtime Sign-Up Ranking.** Once the planned overtime has been offered in accordance with Article 26.3.B, those signing up on the sheet/s will be ranked for assignment in the following order: Bargaining unit-members (by job classification and work unit) on the basis of seniority starting with the most senior member of the bargaining unit (by classification and work unit)

proceeding to the least senior member of the bargaining unit (by classification and work unit), then to all other bargaining unit employees within the City, who can safely perform the work, and then to non-bargaining unit personnel, who can safely perform the work. Should the Overtime Sign-Up Sheet/s still not be filled, the supervisor may then solicit any seasonal employees who can safely perform the work. Should the Overtime Sign-Up Sheet/s subsequently not be filled, bargaining unit members, from least senior member to most senior member (within the classification and work unit for which the planned overtime was initiated), shall be compelled to be placed on the Overtime Sign-Up Sheet/s. Should the Overtime Sign-Up Sheet/s still not be filled, bargaining unit members who can safely perform the work shall be compelled to fill the sheets in order of least to most seniority.

**F. Terminate and modify Planned Overtime.** The City reserves the right to terminate or otherwise modify the need and/or amount of planned overtime to be worked at any point after ranking for planned overtime or assignment of planned overtime has been determined.

**Section 26.4 Assignment of Short Notice Overtime.** The City agrees to offer overtime for short notice overtime activities in accordance with the following:

**A. Short Notice Overtime Defined.** The Employer and the Bargaining Unit mutually recognize that certain services provided by the Employer are “short notice” in nature. Short notice events include, but are not limited to, weather-related events such as snow, flood, wind, etc.; unanticipated utility disruptions; unanticipated disruptions to the transportation system and other events of an unanticipated/unplanned nature that occur during periods of the day or week when staffing is at its lowest or no staff is on hand. These events result in the need to have personnel “On Duty” and to respond when called in order to initiate actions to stabilize the situation or to completely resolve the situation. Therefore, it is necessary to establish lists of personnel in “On Duty” status in advance to ensure the necessary personnel are readily available for short notice responses. For the benefit of both parties, the following processes are set forth:

For snow and ice season, expected response time for an overtime call is no more than 45 minutes unless that employee is formally “On Duty” receiving compensation.

In any short notice overtime situation, the supervisor must make a decision as to how many employees will be needed to correct the situation that caused the overtime event. In the event that the supervisor is qualified and can abate the situation in less time than it takes for an employee to be called out and respond (40 minutes), the supervisor may perform such work. The City will make a good faith effort not to abuse this section.

**B. Assignment of Short Notice Overtime.** The following governs the assignment of short notice overtime: short notice overtime will first be assigned



to those who are on the On Duty Sign-Up Sheet/s as a result of filling the sheet/s in accordance with Article 35.

Assignment will then be made first to bargaining unit members (by job classification and work unit) on the basis of seniority starting with the most senior member of the bargaining unit (by classification and work unit) proceeding to the least senior member of the bargaining unit (by classification and work unit), then to all other bargaining unit members (by classification) and then to non-bargaining unit personnel who can safely perform the work. Should the overtime assignment still not be filled, the supervisor may then solicit any seasonal employees who can safely perform the work. Should the overtime assignment subsequently not be filled, bargaining unit members, from least senior member to most senior member (within the classification and work unit for which the planned overtime was initiated), shall be compelled to work the overtime assignment. Should the overtime assignment subsequently not be filled, bargaining unit members, from least senior member to most senior member (by classification), shall be compelled to work the overtime assignment.

**C. Termination of Short Notice Overtime.** Because the parties agree to maximize the opportunity for bargaining unit members to have priority to sign up for "On Duty" status and to be assigned short notice overtime, all those called in for the short notice overtime, including others, are permitted to work that overtime until the situation is resolved or until he/she can be replaced by another employee of the appropriate work unit and classification on their regularly assigned shift. Those working the short notice overtime and have been replaced, or overtime has been terminated, shall have the opportunity to return to and finish their regularly scheduled shift.

## **Section 26.5 Snow and Ice Removal Operations AM & PM Shifts.**

**A. Street & Utilities Operations, November to April.** Street & Utilities Operations will canvas and post Overtime Sign-Up Sheets to serve on AM (12 AM to 12 PM) and PM (12 PM to 12AM) shifts starting the first (1<sup>st</sup>) Tuesday of November through April. Anyone signing up for the Street & Utilities Operations shifts must be qualified to safely perform snow and ice removal operations and **they must possess a Class A or B Commercial Driver's License** because the most likely scenario for overtime during this period is weather related (snow and ice) for the entire season starting in November through April. The AM & PM shift assignments are intended to remain static to the maximum extent possible throughout the season in order to provide drivers consistently assigned routes and equipment. The Director of Street & Utilities Operations or his designee will be responsible to activate the AM & PM shifts for snow removal. Those identified for the AM & PM shifts will report for the shift for which they have signed up the first (1<sup>st</sup>) Tuesday in November through April. Article 35 **addresses the "On Duty" status and call-in procedures** during this same period and as it relates to the AM and PM shifts. If the need for overtime is initiated

between 9 PM and 9 AM, then the AM "On Duty" personnel will be called to report to work. If the need for overtime is initiated between 9 AM and 9 PM, then the PM "On Duty" personnel will be called to report to work.

**B. Assignment of AM & PM Snow Shifts Overtime.** The following governs the assignment of overtime to include the AM or PM shift during the period November to April: Street & Utilities Operations Maintenance Workers in the bargaining unit shall be assigned to either an AM Shift or a PM shift. Management will allow Street & Utilities Operations Maintenance Workers to sign up for a preferred shift and those preferences will be accommodated to the extent possible; however, Management will ensure experience levels and quantity of full time Street & Utilities Operations Maintenance Workers are close to equal on both shifts. Overtime will be assigned to those who are on the canvassed Overtime Sign-Up Sheet/s as a result of filling the sheet/s in accordance with 26.5.A, above. Assignment will be made first to bargaining unit members (by job classification and work unit) on the basis of seniority starting with the most senior member of the bargaining unit (by classification and work unit) proceeding to the least senior member of the bargaining unit (by classification and work unit), then to non-bargaining unit personnel who can safely perform the work. Should the overtime assignment subsequently not be filled, bargaining unit members, from least senior member to most senior member (by classification and work unit), shall be compelled to work the overtime assignment. "On Duty" status shall be governed by Article 35.

**C. Call in Errors.** Should the City inadvertently call in the wrong employee(s), the City will rectify such mistake by providing the employee(s) an opportunity to work the hours missed. The work must be arranged during either first or second shift hours, occur within 3 to 6 months of the date of the mistake, be at the same overtime rate as the missed opportunity, and equal the same number of hours. The City will apply the appropriate overtime rate (i.e., time and one half or double time) to the hours worked. Employees will be responsible for making arrangements with the appropriate Division Director/Manager so the hours can be scheduled and appropriate work identified.

**Section 26.6 First and Second Regular Day Off.** Employees shall be compensated at a rate of time-and-one-half (1-1/2) for all authorized hours worked on their first regular day off. When an employee works with approval from an appropriate supervisor their second regular day off and the employee has actually worked or has been in paid status each of the previous six days, that employee shall be compensated at the rate of double-time for all hours worked on the second regular day off. If an employee works their second regular day off and they have not met the above criteria, their second regular day off shall be compensated at the rate of time-and-one-half.

**Section 26.7 Call In Pay/Show-Up Pay.** When an employee is called in or scheduled in advance for work by an appropriate supervisor, and the employee reports for said work more than thirty (30) minutes after the completion of his shift, the

employee shall be paid for a minimum of three (3) hours at the appropriate overtime rate or be credited with a minimum of three (3) hours of Compensatory Time at the appropriate Overtime rate.

**Section 26.8 Compensatory Time.** At the election of the employee, overtime may be compensated with Compensatory Time off in accordance with the provisions of the Fair Labor Standards Act. Such Compensatory Time off shall be equal to one and one-half (1-1/2) times or two (2) times, whichever may be applicable, for each one (1) hour of Overtime worked. The maximum number of accumulated Compensatory hours permitted in an employee's Compensatory Time bank, at any point in time, shall be one hundred sixty (160). After an employee's maximum Compensatory Time bank has reached one hundred sixty (160) hours, all additional Overtime for such employee shall be paid at the appropriate Overtime rate. If at the end of each payroll year the employee has one hundred sixty (160) hours of Compensatory Time in his Compensatory Time bank, he shall be permitted to convert up to fifty (50) hours of Compensatory Time in said bank to cash. The calculation for converting Compensatory Time to cash shall be the employee's established hourly rate of pay multiplied by the number of hours the employee desires to convert. In the event the employee wishes to exercise this option, it shall be his responsibility to forward a memorandum to the Department of Finance specifying the number of hours he wishes to convert to cash, prior to the end of the first pay period in the new calendar year. The cash conversion will then be paid in the form of a separate payroll deposit and shall be forwarded to the employee on the scheduled pay date at the conclusion of the second pay period in the New Year. An employee may carry over up to one hundred sixty (160) hours of Compensatory Time from one payroll year to another. However, in no event may the employee exceed the maximum amount of one hundred sixty (160) hours in his or her Compensatory Time bank and all additional Overtime for such employee shall be paid at the appropriate Overtime rate.

During any one payroll year, an employee may earn a maximum amount of Compensatory Time of two hundred forty (240). Once the employee has earned a maximum amount of Compensatory Time of two hundred forty (240) hours in a payroll year (inclusive of any usage during the payroll year), all other Overtime for that payroll year shall be paid at the appropriate Overtime rate regardless of the number of hours of Compensatory Time **in the employee's** Compensatory Time bank.

**Section 26.9 Payment for Accrued Compensatory Time Upon Separation.** An employee who has accrued Compensatory Time shall, upon the termination of employment for any reason, be paid for the unused Compensatory Time at the rate of pay received by the employee at the time of separation. In the event of any employee's death, such compensation shall be paid to the employee's surviving spouse or, secondarily, his estate.

**Section 26.10 Use of Compensatory Time.** Any request for Compensatory Time of more than eight (8) consecutive hours use shall be submitted at least seventy-two (72) hours in advance of its requested usage. The notice period may be waived in cases where circumstances make compliance impracticable. Requests for eight (8) or less consecutive hours use may be submitted with less than seventy-two hours' notice

and may be approved, as scheduling and operational needs of the Division permit such usage. Compensatory Time may be requested in multiples of one-quarter (1/4) hours. In the event that a request for Compensatory Time is denied because of operational needs, the employee will be given the opportunity to take the Compensatory Time at another time. If the alternate time is not acceptable for either party, then the number of hours requested may be paid out in the next pay per the request of the employee.

## **ARTICLE 27**

### **REINSTATEMENT FROM CERTAIN PERSONNEL ACTIONS**

**Section 27.1 Reinstatement from Resignation.** Any employee who voluntarily resigns his position within the bargaining unit, may be reinstated to a full-time position within the same job classification from which he resigned if there is a need for his services within two (2) years after the date of resignation, subject to approval by the City Manager. If there is no vacancy at the time of request for reinstatement, the Director of Human Resources shall place the name of said applicant at the top of the appropriate re-employment list for the remainder of the two (2) year period.

**Section 27.2 Reinstatement from Military Service.** Pursuant to the Ohio Revised Code Section 4903.03, any employee who leaves, or has left, the City service to enter the active service of the Armed Forces of the United States, or any branch thereof, and who is subsequently reinstated to employment with the City, shall be entitled to receive compensation at the Step rate to which the employee would have been entitled had service with the City not been interrupted by service in the Armed Services. Reinstatement rights are also governed by the Uniform Services Employment and Re-Employment Rights Act ("USERRA").

**Section 27.3 Reinstatement from Authorized Leave.** Time spent on authorized leave shall be credited for purposes of step advancement and shall not constitute a break in service.

## **ARTICLE 28**

### **VACATION LEAVE**

**Section 28.1 Vacation Year.** The vacation year for employees shall end at midnight on the last day of the payroll calendar year.

**Section 28.2 Conditions for Accrual.** Employees shall accrue Vacation Leave per pay period at the annual rate set forth in Section 28.4. In addition, an employee shall not earn his full vacation accrual in a given pay period unless he is in full pay status (i.e. on duty or on approved Leave With Pay) in the entire pay period. In the event an employee is not in full pay status during the entire pay period, he shall accrue vacation on a pro-rated basis taking into account the number of hours in full pay status during the pay period and his rate of accrual at that given time. The formula for pro-

rating the employee's accrual under such circumstances shall be the number of hours in full pay status multiplied by the converted hourly accrual rate.

**Section 28.3 Prior Public Service Credit.** An employee who has prior public service with any state government, or any political subdivision thereof, may receive credit for his prior service with such entity, for the purpose of computing the amount of his Vacation Leave with the City, if the nature of said service is relevant to the nature of his service with the City of Dublin, providing the employee gives notice within 30 days from hire date.

A new employee of the city will immediately accrue vacation according to the vacation accrual scheduled in section 28.4. A new employee with less than one (1) year of prior public service shall not be able to use Vacation Leave within the first 6 months of employment.

A new employee with more than 1 year of prior public service shall be entitled to use Vacation Leave after three (3) months of employment

**Section 28.4 Vacation Accrual Schedule.** Each employee shall be entitled to Vacation Leave based upon the following Vacation accrual schedule:

<b><u>Completed Years of Public Service</u></b>	<b><u>Paid Vacation (Hours Per Year)</u></b>
0 up to 1 Year	40 Hours
1 up to 4 Years	108 Hours
4 up to 9 Years	142 Hours
9 up to 15 Years	182 Hours
15 up to 20 Years	208 Hours
20 Years or More	246 Hours

**Section 28.5 Vacation Carry-Over.** An employee with fewer than eleven (11) completed years of public service may automatically carry over from one payroll calendar year to the next a maximum of one hundred sixty (160) hours of Vacation Leave previously earned but not used. An employee with eleven (11) to nineteen (19) complete years or more completed years of public service may carry-over a maximum of two hundred (200) hours of Vacation Leave from one payroll calendar year to another payroll calendar year. An employee with twenty (20) or more completed years of public service may carry over a maximum of two hundred forty (240) hours of Vacation Leave from one payroll calendar year to another payroll calendar year.

**Section 28.6 Vacation Scheduling/Use.** The Division/Department shall attempt to honor all Vacation requests in the following manner with the understanding that all Vacation Leave shall be taken at such time or times at the discretion of and as approved by the Division Head/Manager.

**A. Annual Scheduling.** In December of each year, the Division shall post a Vacation Schedule for the following year. Employees shall submit written requests for Vacation Leave by January 1. In cases of conflict, seniority shall control as to granting of requests for Vacation Leave. In the event an

employee's request is disapproved, that employee shall have seventy-two (72) hours to resubmit an alternate request for consideration. During said seventy-two (72) hour period of time, Vacation requests from other employees with less seniority shall not be approved. In the event the employee does not resubmit his alternate request within said seventy-two (72) hour time period, Vacation requests from other employees with less seniority may then be approved.

- B. Casual Scheduling.** For other than annual scheduling, employees may request occasional, casual use of Vacation Leave. Approval of such casual Vacation Leave shall be on a first-come first-served basis.
- C.** Vacation Leave may be taken in multiples of one-quarter (1/4) hour.
- D.** Vacation Leave shall not be used to artificially extend the separation date of an **employee's resignation from employment with the City. The effective date of an employee's resignation from employment shall be the same as the employee's last day worked.**

**Section 28.7 Rates of Pay for Vacation Hours.** All Vacation hours shall be paid at the applicable straight time rates; however, an employee ordered to work while on approved Vacation Leave shall be paid at the double time rate, with a minimum guarantee of four (4) hours pay for each such call-in.

**Section 28.8 Payment for Accrued Vacation Leave Upon Resignation/Separation and Death.**

Employees who are laid off, who resign with two (2) weeks' notice, or who are separated from City service shall be paid all unused but accrued Vacation to which they are entitled at the rate of pay in effect at the time of separation. In the event of an employee's death, such compensation shall be paid to the employee's surviving spouse, or secondarily, to his/her estate.

**Section 28.9 Annual Conversion of Accrued Vacation Leave.** During December of each year, each employee who has completed eleven (11) years of public service may convert a portion of his/her accrued but unused Vacation Leave to a cash payment subject to all of the following conditions.

1. The employee must have a Vacation Leave balance of at least one hundred and twenty (120) hours at the end of the first pay period in December;
2. The employee may convert no more than forty (40) hours of Vacation Leave to pay;
3. Vacation Leave shall be converted at the rate of one (1) hour of Vacation Leave to one (1) hour of pay at the member's current straight time hourly rate of pay;
4. Once Vacation Leave is converted as part of this process, it cannot be converted back into Vacation Leave.
5. This payment shall be made to the employee by separate deposit within the

first pay period of the following calendar year.

## **ARTICLE 29**

### **INJURY LEAVE**

**Section 29.1 Injury Leave With Pay.** When an employee's absence from work is necessitated because of an illness or injury incurred while on the job with the City and **said illness or injury is compensable under Ohio Workers' Compensation Law**, Injury Leave shall be granted for a period not to exceed one hundred eighty (180) calendar days after the date of injury. Such leave shall be granted by the City Manager, or his/her designee, based upon the recommendation of the Division/Department Head and upon submittal by the employee of a statement from a licensed physician justifying that the employee is unable to return to modified duty or full work status due to the illness/injury. The physician statement must be a fully completed and signed BWC-Medco 14 (or equivalent). Such leave shall not be charged against the employee's Sick Leave balance unless it is determined that the illness or injury is a non-work-related illness or injury and is not compensable under Ohio Workers' Compensation Law. In order to be eligible for Injury Leave, the employee must report the illness/injury to his supervisor within three (3) work-days of the incident giving rise to the illness/injury.

Simultaneously with the request for Injury Leave, the employee shall make application and actively pursue a claim for benefits under Ohio Workers' Compensation Law. If the application for benefits is granted and the claim allowed, the City's obligation under the continued use of Injury Leave would be the employee's regular rate of pay.

In cases where Injury Leave or medical leave are necessary, the City may employ a limited-duty work program which will provide for the attempted placement of Divisional personnel who are unable to perform in their normal capacity. The limitations imposed on Injury Leave shall be considered as limitations on leave granted as a result of each incident of a work-related illness/injury, rather than limitations on leave to be granted in any one calendar year or other unit of time.

A maximum of three (3) hours of Injury Leave will be granted for an absence from work necessitated due to the attendance of an Industrial Commission Hearing resulting in the allowance of the claim and/or medical diagnosis code being heard. Other forms of leave taken pending receipt of the final order from the Industrial Commission will not be converted to **Injury Leave until 15 days after the City's receipt** of the final order.

A maximum of three (3) hours of Injury Leave will be granted for an absence from **work necessitated due to the attendance of a physician's appointment for an approved** condition. Only in circumstances involving additional travel and/or appropriate supporting medical documentation will Injury Leave greater than three hours be considered for an appointment.

## ARTICLE 30

### SPECIAL LEAVES

**Section 30.1 Leave Without Pay.** Leave Without Pay may be granted, upon the approval of the City Manager, or his designee, if requested in writing by the employee. An employee on Leave Without Pay shall not accrue Sick Leave or Vacation Leave and, for non-medical/non-family leave situations or for the period beyond twelve (12) weeks of family or medical leave, the employee will also be required to pay one hundred percent (100%) of the cost associated with maintaining his medical, dental, vision, and/or life insurance coverages if he wishes any or all of said coverages continued. Failure of any employee to report promptly at the expiration of such leave of absence shall be considered as a resignation. Leave Without Pay may be granted for:

- A. Personal Leave.** Leave Without Pay may be granted at the discretion of the City Manager, or his designee, for personal reasons not to exceed thirty (30) days without loss of seniority, if the employee can be spared. This may be extended only with the written approval of the City Manager, or his designee, and must be submitted in writing a minimum of two weeks prior to the requested date of the extension.
- B. Extended Illness or Accident Leave.** Leave Without Pay may be granted to an employee for a period not to exceed one (1) year, unless required by law, without loss of seniority when such employee is physically unable to report for work because of illness or accident. The employee must promptly notify his supervisor of the necessity therefore (and the supervisor shall transmit the request to the City Manager, or his designee, for approval), and the employee must supply certification from a qualified physician attesting to the necessity for such absence.
- C. Maternity Leave.** Maternity Leave Without Pay may be granted to an employee without loss of seniority upon approval of the City Manager, or his designee. Extension of the leave may be granted for a period not to exceed one (1) year, unless required by law, if the employee's physician states in writing that such an extension is needed for recuperative health reasons related to pregnancy. Leave Without Pay during the probationary period shall not be counted part of that period.
- D. Military Leave (Active Duty).** Except as may otherwise be specifically provided herein, an employee may be granted a Leave of Absence Without Pay to be inducted into or otherwise enter the military on an active duty basis.
- E. Union-sponsored conferences and training.** Leave Without Pay shall be approved for a unit chairperson or Unit Griever or unit secretary for a period of time, cumulatively, not to exceed a total of fifteen (15) calendar days per calendar year for labor contract administration and to attend Union-sponsored



conferences and training with no loss in seniority, shall accrue all leaves, and the city will maintain full payment of medical, dental, vision, and life insurance. The employee shall advise the crew supervisor with as much advance written notice as possible, but in no case with less than forty-eight (48) hours written notice indicating the approximate time required to attend the training and the nature of the training. Notice for attendance to pre-scheduled conferences and training should be 30-days.

**Section 30.2 Leave With Pay.** Leave With Pay shall be granted upon the approval of the City Manager, or his designee, to an employee in the following instances:

- A. Court Leave.** Shall be administered by Administrative Order 2.72. Leave With Pay for up to 10 working days shall be granted to an employee in order that he may serve required jury duty or if he is required by law to appear in a case resulting directly from the discharge of his duties as a City employee.
  
- B. Bereavement Leave.** In the event of a death in an employee's family, the employee shall be entitled to up to three (3) paid work days per calendar year for funeral services and/or burial. Additional days of Personal Leave, Vacation Leave, and Compensatory Time may be approved by the City Manager, or his designee, on a "case-by-case" basis, given the merits of each particular set of circumstances. The family, for purposes of Bereavement Leave, shall include: spouse, son, daughter, brother, sister, parent, legal guardian, person who stands in place of a parent, grand-parent, grandchild, step-father, step-mother, step-brother, step-sister, step-son, step-daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent-in-law, half-brother and half-sister, aunt, uncle, or any other relative living in the home of the employee.
  
- C. Military Reserve Leave.** A member who, as a member of the Ohio Organized Militia which is comprised of the Ohio National Guard , the Ohio Military Reserve, and the Ohio Naval Militia, or as a reserve member of the Armed Forces of the United States, is called upon to receive temporary military training, shall be entitled to a leave of absence with pay for a period or periods not to exceed twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours in any one (1) calendar year. A member qualifying for paid military leave who is called or ordered to the uniformed services for longer than the above period shall be paid for the remaining time beyond the first twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours at his or her regular compensation rate less whatever compensation the member may receive for such military service. **If the member's military compensation exceeds the compensation the member is otherwise entitled to from the City, the member will not be entitled to any additional compensation from the City.**
  
- D. Family/Medical Leave (FMLA Leave).** Employees shall have such right and options as are guaranteed to them by the Family and Medical Leave Act and

the City shall have such rights and options as are allowed to it by the Family and Medical Leave Act.

All accrued Vacation and other paid time/leave will be substituted for and applied toward any FMLA-qualified leave. An employee seeking FMLA leave must first use paid sick time (if applicable), vacation, personal leave, and compensatory time before going on unpaid leave.

- E. Other.** Leave With Pay may be granted by the City Manager, or his designee, for good and sufficient reasons which are considered to be in the best interest of the City, but only in the event of extraordinary circumstances.

## **ARTICLE 31**

### **LEAVE DONATION PROGRAM**

**Section 31.1 Purpose.** We agree that the leave donation program is governed by Administrative Order 2.55. The City agrees to bargain with the Union if there are any revisions to be made to the Administrative Order 2.55.

## **ARTICLE 32**

### **INSURANCE**

**Section 32.1 Medical, Dental & Vision Benefits.** The City shall make available group medical, prescription drug, dental, and vision benefits to all employees and dependents who meet the eligibility requirements of the plan. The City will provide health insurance coverage to Employees through a high deductible healthcare plan with an associated health savings account (HSA) or a Health Reimbursement Account (HRA). An HRA is for those employees ineligible for an HSA based on being covered by other healthcare coverage like Medicare or TRICARE. As a result of new Federal Regulations set forth by the Equal Employment Opportunity Commission (EEOC) pertaining to incentivizing wellness plans which go into effect on January 1, 2017, the following construct is agreed upon with 2017 being a transition year.

#### **A. Medical and Pharmacy Coverage**

##### **IN CALENDAR YEAR 2017 ONLY**

##### **Premiums**

The City will not charge a premium for medical coverage with the exception of a premium for covered employees and/or spouses who are tobacco users.

##### **Premium Equivalent Contribution (Tobacco Use Premium Surcharge).**

A tobacco use premium surcharge of 15% of the premium equivalent based on

the level of single coverage for tobacco use if either the employee or covered spouse uses tobacco. In the event that both the employee and the spouse use tobacco, then a premium surcharge of 15% of the premium equivalent based the level of single coverage shall be applied to both the employee and the spouse for a total of 30%. The employee and/or spouse may make a request for an alternative standard during open enrollment and the City will work with **an employee (and, if they wish, the employee's doctor) to earn the same reward** by different means. This tobacco use premium will be waived for the tobacco user if the tobacco user successfully participates in an alternative standard as **prescribed under the "Healthy by Choice" program described in Attachment A** of this document. If coverage is elected and an alternative standard is not requested and completed, then the premium surcharge for tobacco use will be charged through payroll deduction evenly over the year.

### **Annual Deductibles**

Single Coverage = \$2,500  
Family Coverage w/o Spouse = \$3,750  
Family Coverage w/Spouse = \$5,000

### **HSA/HRA Contributions**

The City will make annual contributions to each participating employees' health savings account based on the coverage level (single, family w/o spouse or family w/spouse) and the level of participation in the City's Wellness program "Healthy by Choice (HBC) Plus". The benefit plan provides participation-based and results-based wellness incentives to help offset the employee deductible amounts under this plan design. Details of the Healthy by Choice program and contributions are included in Attachment A and incorporated into this Article by reference.

Note: In 2017 only, those employees who have Family Coverage and no spouse on the plan will receive an additional HSA/HRA contribution of \$937.50 that is not in any way tied to the wellness program

### **Participation Based Portion**

Single Coverage: \$1,125  
Family Coverage w/o spouse \$1,125  
Family Coverage w/ spouse: \$2,250

### **Results Based Portion**

\$150 per health factor for blood pressure, cholesterol and BMI/waist circumference  
\$ 300 per health factor for tobacco-free status

### **Maximum Possible HSA/HRA Contributions**

The maximum total combined HSA/HRA contributions from the City are:

Single Coverage: \$1,875

Family Coverage w/o spouse \$1,875 + 937.50 (Not connected to HBC) = \$2812.50

Family Coverage w/ spouse: \$3,750

**Participating employees hired, newly hired during the year shall have the City's contribution to their HSA or HRA based on their participation in the enrollment period for the HBC program in that initial year.**

### **IN CALENDAR YEAR 2018 and 2019**

#### **Premiums**

The City will charge a premium for medical coverage at the following base rates:

Single Coverage: \$1,875

Family Coverage w/o spouse \$1,875

Family Coverage w/ spouse: \$3,750

**These premiums can be waived depending on the employee's and spouses, if applicable, participation in the Healthy by Choice wellness program and meeting its associated standards as follows:**

#### **Participation Based Premium Waiver**

Single Coverage: \$750

Family w/o Spouse Coverage: \$750

Family w/Spouse Coverage: \$1,500

#### **Results Based Premium Waiver**

\$225 per health factor for blood pressure, cholesterol and tobacco-free status

\$ 450 per health factor for BMI/waist circumference

**Participating employees hired during the year shall have the City's contribution to their HSA or HRA based on their participation of the HBC program in that initial year. The premium and waiver of the premium associated with the wellness program will be based on the enrollment period for the HBC program in the initial year.**

In addition to the base rates, if an employee or covered spouse is a tobacco user, then a tobacco use premium will be charged as follows:

#### **Premium Equivalent Contribution (Tobacco Use Premium Surcharge)**

A tobacco use premium surcharge of 15% of the premium equivalent based on the level of single coverage for tobacco use if either the employee or covered spouse uses tobacco. In the event that both the employee and the spouse use tobacco, then a premium surcharge of 15% of the premium equivalent based

the level of single coverage shall be applied to both the employee and the spouse for a total of 30%. The employee and/or spouse may make a request for an alternative standard during open enrollment and the City will work with **an employee (and, if they wish, the employee's doctor) to earn the same reward** by different means. This tobacco use premium will be waived for the tobacco user if the tobacco user successfully participates in an alternative standard as **prescribed under the "Healthy by Choice" program described in Attachment A** of this document. If coverage is elected and an alternative standard is not requested and completed, then the premium surcharge for tobacco use will be charged through payroll deduction evenly over the year.

### **Annual Deductibles**

Single Coverage = \$2,500  
Family Coverage w/o Spouse = \$5,000  
Family Coverage w/Spouse = \$5,000

### **HSA/HRA Contributions**

The City will make automatic annual contributions (paid out over three equal installments in **January, May and September**) to each employees' health savings account who are covered by the City Health Insurance Plan based on the coverage level. **These HSA/HRA deposits are not tied to the City's HBC Wellness Program** and will be made in the following annual amounts:

Single Coverage: \$1,875  
Family Coverage w/o spouse \$3,750  
Family Coverage w/ spouse: \$3,750

### **B. Dental and Vision Insurance**

The City shall make available group dental and vision benefits to all employees and dependents who meet the eligibility of the plan. The plan design of this program shall be substantially the same as that in effect on December 31, 2015 with the following exceptions, which shall become effective upon execution of this Agreement.

- a)** Premium Equivalent Contribution. Dental/vision insurance coverage will continue to be a separate option for employees. The City will make dental/vision coverage available at no charge if the employee has elected medical insurance for the calendar year 2017. For calendar years 2017, 2018, & 2019 a premium equivalent contribution will be charged for dental/vision coverage. The premium will be waived if the employee and enrolled spouse have had one preventive care dental screening during the plan period.
- b)** Dental coverage will be paid at 90% of the Usual and Customary Rate (UCR) beginning in 2015.

### **C. Flexible Spending Account**

Employees may choose annually, during the established open enrollment period, to participate in a dependent care Flexible Spending Account to cover eligible expenses for child and elder care as determined by the IRS.

**D. Patient Protection and Affordable Care Act (PPACA)**

In light of the Patient Protection and Affordable Care Act of 2010 and anticipated changes that may result from further rules as defined by the governing bodies, the City will be legally required to adhere to changes that affect our benefit plan and could affect the delivery of benefits to Employees. The changes will be implemented on a timeline as required by law and shall not be negotiated. When those situations arise, the City will notify the Union of such changes prior to implementing the change.

**Section 32.2 Nicotine Incentive.** Employees who participate in Healthy by Choice and receive the incentive for non-tobacco use are required to sign a confirmation form attesting that the Employee has not used any tobacco products during the prior calendar year. In the event that the Employee uses tobacco, the Employee may make a request for an alternative standard during open enrollment and the City will work **with an employee (and, if they wish, the employee's doctor) to earn the same reward** by different means. Any Employee who falsifies an attestation regarding non-tobacco use may be subject to disciplinary action.

**Section 32.3 Change in Carriers.** If it becomes necessary to change carriers (medical, dental, vision, and life insurance benefits only), and such change would affect the benefits under the plans, the City agrees to meet with representatives of the Union prior to implementing the change in order to negotiate the impact of any proposed change.

**Section 32.4 Life Insurance.** Effective upon execution of this Agreement, the City shall provide group term life insurance coverage in an amount equal to one and one-half (1-1/2) times each employee's annual base compensation rate, with a minimum coverage level of \$50,000 and a maximum coverage level of \$150,000. The full premium for this coverage shall be paid by the City. For purposes of administrative efficiency, the annual base compensation rate in effect on December 31<sup>st</sup> of each year shall be used to calculate the amount of life insurance the employee will have the following year (e.g. annual base compensation level in effect on 12-31-2016 shall be used to calculate the life insurance amount the employee will have during the 2017 calendar year). In addition, the coverage reduction provisions within the existing life insurance policy in effect as of 12-31-2002, which begins at age 65, shall remain in the life insurance policy under this Agreement. Coverage amounts shall be doubled if the employee is killed in the line of duty.

**Attachment A. Healthy by Choice Plus Benefit Plan including a Health Savings Account/Health Reimbursement Account**

**Employee "Health Savings Account/Health Reimbursement" Contribution (2017) or Premium Waiver (2018 & 2019) for Participation in Wellness Program**

An annual opportunity for both the employee and enrolled dependent spouse, if applicable, to voluntarily participate in the Healthy by Choice Plus program to earn contributions towards a Health Savings Account (HSA) or Health Reimbursement Account (2017) or to participate in the premium waiver (2018 & 2019) associated with the wellness program will be made in accordance with the City's wellness initiative;

**A. Participation-Based (Employee and Enrolled Spouse):**

1. During open enrollment: Participate in on-site screenings and request an alternative standard if needed, complete an on-line health assessment, and submit documentation during the established open enrollment period;
2. **During the City's designated HBC plan year, complete a preventive care screenings with their doctor;**
3. (Employee only) Attend two one-hour educational programs; attend two 45-minute health coaching sessions; or attend two 45-minute nutrition consultations with a dietitian.

**B. Results-Based (Employee and Enrolled Spouse):**

The results-based incentives are based on meeting four key health factors in relation to blood pressure, cholesterol, body mass index/waist circumference, non-tobacco use during the open enrollment period.

In addition, if an employee or enrolled spouse might be unable to meet a standard for an incentive under the Healthy by Choice program in light of their health status, they might qualify for an opportunity to earn the same incentive by different means. The City will work with each participant (and, if they wish, with their doctor) to find a wellness program with the same incentive reward that is right for that participant in light of their health status.

Both the employee and spouse (if enrolled) must participate in the Wellness Program in order to qualify for the annual incentive based on family coverage. Employees who have a spouse also employed by the City have two options: (1) elect one family coverage plan through either the Employee or Spouse's position, or (2) or both elect single coverage. If either Employee or spouse has dependent children, they must elect the first option.

**C. City's Deposits.** Deposit of the City's contribution into a HSA, when eligible, for each calendar year will be based on the following schedule:

**The City's contribution into a HSA will be deposited three times during the year including January, May and September.**

**D. Light-Duty.** The parties agree to meet in Labor Management within 60 days of the ratification of this agreement to discuss the possibility of light duty guidelines for employees returning from illness or injury, and what they may be.

## ARTICLE 33

### TRAINING AND TUITION REIMBURSEMENT

**Section 33.1 Training.** In recognition of the value of continuing education and professional development of employees, the City agrees to provide training opportunities for employees within the bargaining unit at the City's expense. This training may be either initiated by the City pursuant to a training schedule or by the employee, with the approval of the Division Head or his designee. The training shall be related to an employee's performance of his job duties or in preparation for job duties which may be assigned to the employee after completion of training.

Reasonable effort shall be made to accommodate the training to the employee's regular work schedule. The Division shall endeavor to provide as much advanced notice as practical to employees regarding their training schedules. In that this training is a work-related duty, the employee shall receive all pay and benefits to which he is otherwise entitled during training.

The expense for employees who are required or requested to attend training schools, seminars, or other instructional or educational programs, including examination to increase their knowledge and further their competency in their occupation with the Employer, shall be paid by the Employer as follows:

- A.** Registration fees, tuition charges for the training school, seminar, or educational or other instructional programs.
- B.** The Employer shall pay for meals when not provided by the tuition.
- C.** The Employer shall pay the current rate for mileage, as determined by the IRS, when an employee is not provided with a City-owned vehicle. Where overnight lodging is provided at the City's expense, an employee will only be reimbursed for mileage to and from the training facility on one occasion each way unless otherwise approved or directed by the Division Director/Manager. Compensation for all other travel shall be compensated in accordance with Administrative Order 2.58. Bus, train, or airfare at tourist rate will be provided for lengthy trips when travel is approved by the City Manager.
- D.** Hotel or motel charges when lodging is not provided as a term of tuition payment.
- E.** Hourly rates will be paid when schools or training are scheduled during regular working hours.
- F.** All necessary tools and equipment required by the course of instruction.

Payments may be issued in advance for paragraphs A. and D. of this Section.



## **Section 33.2 Tuition Reimbursement.**

- A. Reimbursement Program.** All employees of the bargaining unit may participate in the City's Tuition Reimbursement Program. Under this program, each employee shall be eligible for a maximum of three thousand dollars (\$3,000) in reimbursement per calendar year for fees and required textbooks, and courses of instruction voluntarily undertaken. Courses of instruction eligible for reimbursement under this program shall include courses necessary for job-related degree programs or courses of study not necessarily within a job-related degree program but which are still job-related. In addition, only coursework provided by a recognized institution (e.g. college, university, community college, post-secondary technical school, etc.) shall be eligible for reimbursement under this program. No reimbursement shall be approved for correspondence courses.
- B. Necessary Approval.** All coursework subject to reimbursement shall be transmitted, in advance and through the Division/Department Head, to the Director of Human Resources for approval. The Division/Department Head shall provide a written recommendation concerning approval/disapproval of the request at time of transmittal to the Director of Human Resources. If practicable, an employee shall make application for approval of coursework at least fifteen (15) days prior to commencement of the course of study. The Director of Human Resources shall evaluate the employee's coursework/degree program for job-relatedness and shall notify the employee, in writing, regarding his approval/disapproval of said coursework/degree program on that basis. The City agrees that approval of coursework/degree program will not be unreasonably withheld. An employee may receive blanket approval for an entire degree program or a continuing course of study if all courses within the program are identified. If all or part of the program is approved, the employee need not reapply for approval for each course within the portion(s) approved. If all or part of the program/coursework is disapproved by the Director of Human Resources, the employee may appeal, in writing, said disapproval directly to the City Manager within seventy-two (72) hours of notification from the Director of Human Resources. The City Manager will issue a written decision on the employee's appeal within five (5) working days of receiving said appeal.
- C. Course Attendance.** Courses are to be taken on other than scheduled working hours, unless approval is obtained from the Division Director/Manager, or his designee, to take such courses on work time.
- D. Reimbursement Procedure.** Reimbursement shall be made upon successful completion of a course with a grade of C (2.00) or better. The employee shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution

confirming the employee has paid for tuition, fees, and required textbooks. Any financial assistance available to an employee shall be deducted from the amount of tuition reimbursement that would otherwise be payable. The employee shall not be reimbursed for incidental expenses such as paper or supplies, mileage, parking, meals, or other expenses other than tuition, fees, and required textbooks.

- E. Payback for Early Separation.** In the event that an employee separates his/her service with the City within the first year after reimbursement, the employee must pay back one hundred percent (100%) of the reimbursement. If an employee separates service within the second year after reimbursement, the employee must pay back fifty percent (50%) of the reimbursement. This payback must be satisfied within one (1) year of **the employee's separation date.** Failure to fully satisfy such obligation by the former employee may generate an adverse recommendation in response to future reference checks by prospective employers.

## **ARTICLE 34**

### **TRAINING ASSIGNMENTS**

**Section 34.1 Compensation.** Any bargaining unit member who, when designated to serve in a training capacity, where the training is substantial enough to require prior planning, preparation, scheduling, and notice, shall be entitled to two (2) hours of Compensatory Time when four (4) hours or more of training time is spent with the trainee in a given day. In order for the training designation to be valid, it must be issued at the Maintenance Crew Supervisor level or above.

## **ARTICLE 35**

### **"ON DUTY" STATUS**

**Section 35.1 "On Duty" Status - Defined.** The Employer and the Bargaining Unit mutually recognize that certain services provided by the Employer are "short notice" in nature. Short notice events include, but are not limited to, weather-related events such as snow, flood, wind, etc.; unanticipated utility disruptions; unanticipated disruptions to the transportation system and other events of an unanticipated/unplanned nature that occur during periods of the day or week when staffing is at its lowest or no staff is on hand. These events result in the need to have **personnel "On Duty" and to respond when called in order to initiate actions to stabilize the situation or to completely resolve the situation.** Therefore, it is necessary to **establish lists of personnel in "On Duty" status in advance** to ensure the necessary personnel are readily available for short notice responses. For the benefit of both parties, the following processes are set forth:

**Section 35.2 Offer of "On Duty" Status.** The City shall determine and post the dates, times and number of personnel necessary to satisfy the City's needs for individuals to be placed in an "On Duty" status using "On Duty" Sign-Up Sheet/s. "On Duty" Sign-Up Sheet/s shall be displayed no sooner than one (1) month prior to the period to be covered and will be removed no sooner than fourteen (14) calendar days prior to the "On-Duty" period. Postings will cover no more than two (2) weeks at a time. The division shall post the sign-up sheet for a minimum of four (4) calendar days.

**Section 35.3 Work Units – Defined.** Work units are defined as follows:

- Fleet Maintenance
- Custodial Services
- Parks Operations
- Facilities Maintenance
- Street & Utilities Operations
- Sign Shop

**Section 35.4 Duration of "On Duty" Status.** Employees serving in an "On Duty" status shall serve in such status for periods of seven (7) calendar days at a time. In the event the bargaining unit member cannot serve up to two (2) consecutive days of the full seven (7) days schedule of "On Duty", he/she shall find a replacement within his/her shift/work unit. Failure to do so shall forfeit his/her pay for those days in question.

**Section 35.5 Number of Positions to be Offered Outside of Snow Removal Season.** The number of positions to be posted by the City for "On Duty" status shall not exceed a total of twenty-four (24) for all work units combined and no more than fourteen (14) from any one work unit. This list will be used for all short notice events outside of snow removal season. "On Duty" positions shall be filled by qualified bargaining unit members (by job classification and work unit) then to non-union that are qualified.

**Section 35.6 Number of Positions to be Offered During Snow and Ice Season.** The following procedure outlined in provisions A through F below will be used during snow removal season, which runs from 1<sup>st</sup> Tuesday of November through April.

- A. There will be a minimum of two and up to eight (8) people per shift on the "On Duty" list from Street & Utilities Operations. In addition, the "On Duty" list will also include the following breakdown of bargaining unit employees: up to seven (7) Parks Operations, up to two (2) Fleet Technicians, up to one (1) Facilities Maintenance, and up to two (2) Custodial. Each work unit will maintain its own "On Duty" list.
- B. When the Street & Utilities Operations "On Duty" list is not filled by Street & Utilities Operations bargaining unit members, the remaining vacant "On Duty" positions shall be filled by qualified bargaining unit members from the canvass (by job classification and work unit) then to non-union staff that are qualified for snow and ice removal and possess a Class A

or B Commercial Driver's License.

- C. The "On Duty" will run for 1 week and Street & Utilities Operations, Custodial Services, Parks Operations, Fleet Maintenance, and Facilities Maintenance on call period starting at 7:00 AM on Tuesday and will end at 7:00 AM the following week (seven 7 days). Management can at its discretion change the days and times of the "On Duty" week; however, all work units shall have consistent "On Duty" weeks and times and the "On Duty" period must be seven days.
- D. While "On Duty" within your work unit, you are not eligible to sign up for Street & Utilities Operations snow "On Duty". Assignments of AM & PM on call shifts will mirror the AM and PM snow shifts.
- E. To be eligible to be "On Duty" in Street & Utilities Operations, employees must also be assigned to the corresponding AM or PM Street & Utilities Operations planned overtime assignment (Article 26.3E, 26.5A, , and 26.5B).
- F. All other overtime during the snow and ice season that is not shift related will be the responsibility of the "On Duty" employees for their respective AM or PM shifts.

For snow event situations the "On Duty" list that will be used will be based on what shift is listed for the time of the snow event necessitating the call-in. Of the "On Duty" list the phones will be divided evenly between the AM/PM shifts.

**If the need for overtime is initiated between 9 PM and 9 AM, then the AM "On Duty" personnel will be called to report to work. If the need for overtime is initiated between 9 AM and 9 PM, then the PM "On Duty" personnel will be called to report to work.**

**Section 35.7 "On Duty"– Communications.** The Employer shall provide and maintain, at its expense, the necessary communication device (pager, mobile phone, etc.) to those Bargaining Unit members in an "On Duty" status. In order to be in an "On Duty" status and/or while in an "On Duty" status, the employee must be in the "coverage area" of the communication device provided by the City.

**Section 35.8 "On Duty" Notification.** Those Bargaining Unit Members in an "On Duty" status will be notified of the need to fulfill a short notice overtime assignment via the communication device provided per Section 35.7, above. The Employer will make the necessary notification by "calling" (not two-way) the Bargaining Unit members in the "On Duty" status by Division and work unit by seniority. The Employer will call members from most senior to least senior. If a member does not immediately answer when called, the Employer shall go to the next most senior member on the list and continue this process until the necessary numbers of members respond. If not enough members respond after calling all members in the "On Duty" status for that work unit, the Employer may either start at the top of the list again, then initiate calls to members of the same work unit, not in an "On Duty" status. Should the Employer determine the "On Duty" list does not possess the appropriate skilled personnel to deal with a particular situation on hand, the Employer reserves the right to call in the

appropriately trained personnel. Those in the "On Duty" status will still receive "On Duty" pay.

**Section 35.9 "On Duty" Response.** Those Bargaining Unit members in an "On Duty" status shall verbally respond to a notification immediately upon receipt. Once the Bargaining Unit member verbally responds, he/she must report to the Service Center within thirty-five (35) minutes, under normal driving conditions. Failure to respond, verbally and/or physically, to a notification while in "On Duty" status will result in a forfeiture of his/her "On Duty" pay for that day. Failure to respond to a notification twice in one (1) seven (7) day period, while in "On Duty" status, may result in the Bargaining Unit member being barred from "On Duty" status for no longer than two (2) consecutive weeks-

**Section 35.10 "On Duty" Inability to Perform.** If a Bargaining Unit Member cannot meet the obligation of the "On Duty" status for which he/she has been selected, he/she must provide (24) hours' notice to the "On Duty" supervisor in advance. The Member shall offer the "On Duty" phone to the most senior Bargaining Unit member who is assigned to that shift/department. The member will then not be paid "On Duty" pay for those hours not in an "On Duty" status. Repeated requests from a Member to be removed from "On Duty" status may result in the Bargaining Unit member being barred from "On Duty" status for no longer than two (2) consecutive weeks.

**Section 35.11 "On Duty" Fit for Duty.** Bargaining Unit Members placed in an "On Duty" status must refrain from alcohol/drug consumption and activities, which may preclude him/her from being fit to perform assigned work when responding to a notification. The following addresses the issue of fitness for duty in relation to Sick Leave:

- A.** That should a member call in sick for his/her regularly scheduled shift on a day on which he/she is serving in an "On Duty" capacity, that member must call his/her on-call Crew Supervisor by 3:00 p.m. (for all first shift employees) and by 9:30 p.m. (for all second shift employees) that same day to advise the "On Duty" Crew Supervisor regarding whether he/she is still too sick to fulfill his/her obligation for that evening, if called upon, or has recovered to the point he/she can successfully fulfill his/her obligation if called upon. Should the member advise the "On Duty" Crew Supervisor that he/she is fit to fulfill his/her obligation for that evening, if called upon, he/she shall remain "On Duty" status. Should the member advise the "On Duty" Crew Supervisor that he/she is unfit to fulfill his/her obligation if called upon, then he/she shall forfeit his/her "On Duty" pay until he/she has again returned to his/her regularly scheduled shift without illness.
- B.** That should a member advise an "On Duty" Crew Supervisor (when calling in later that day) that he/she is fit to fulfill his/her obligation that evening if called upon, and later that evening, when called in, reports for work in an obviously unfit capacity due to illness ( i.e. vomiting, weakness), such that a reasonable "On Duty" Crew Supervisor would have a legitimate concern for

the member's own safety, the safety of fellow members, or the safety of the general public, the "On Duty" Crew Supervisor may send the member home and the member shall forfeit his/her "On Duty" pay until which time he/she again reports for his/her regularly scheduled day shift without illness.

- C. That should a member be on approved FMLA (Family and Medical Leave Act) Leave (for his/her own serious health condition) for the time frame that overlaps with the time a member is in "On Duty", the member shall forfeit his/her "On Duty" pay for the duration of the time the member is on such FMLA Leave.
- D. It is acknowledged that extenuating circumstances, which justify the use of Sick Leave, may exist where the employee is still fit for duty and is still able to respond to "On Duty" situations. Examples of such are as follows:
  - 1. when a member has a scheduled Doctor's or Dentist's appointment during that day; and
  - 2. when a member is taking care of a sick family member.

**Section 35.12 "On Duty" Pay.** Bargaining Unit members in "On Duty" status shall be compensated at the rate of \$1.05 per hour for those hours in "On Duty" status outside the employee's normally scheduled work hours and when not in an overtime status. Bargaining unit members will not be compensated for "On Duty" status during lunch/dinner/meal break periods. Further, hours in an "On Duty" status do not constitute hours in paid status for purpose of computing overtime. The calculation of hours worked for an employee in "On Duty" status will commence upon the employee speaking with the "On Duty" supervisor and confirming that he/she is responding to work until he/she "clocks out."

## **ARTICLE 36**

### **EMPLOYEE INCENTIVE PROGRAMS/DISCOUNTS**

**Section 36.1 Employee Incentive Programs.** Members of the bargaining unit shall be eligible for employee incentive programs (e.g. Personal Computer Purchase Program, Wellness Program incentives/awards, etc.) offered to other non-bargaining unit employees of the City. Eligibility to participate in these incentive programs and receipt of any awards through these programs shall be governed by the written program rules, regulations, and requirements as approved by the City Manager.

**Section 36.2 Employee Discounts.** Should Dublin City Council approve employee discounts in the future, the City agrees to apply such approved employee discounts to bargaining unit employees and non-bargaining unit employees alike. Likewise, any Council approved modifications to present or future discounts will also be applied to bargaining unit employees and non-bargaining unit employees alike.

## **ARTICLE 37**

### **TRAVEL/MILEAGE REIMBURSEMENT**

**Section 37.1 Reimbursement.** Whenever an employee is authorized to engage in or to undertake official business for the City, that employee shall be reimbursed for reasonable and necessary expenses and travel. If practicable, the employee shall be allowed the use of a City vehicle for travel. If not practicable, reimbursement for authorized use of a personal automobile shall be at the standard rate per mile set by the Internal Revenue Service. The City Manager is hereby authorized to establish and implement reasonable regulations regarding reimbursement for expenses and travel.

## **ARTICLE 38**

### **PROVISION OF MEALS UNDER UNUSUAL, EMERGENCY OR SPECIAL CONDITIONS**

**Section 38.1 Provision of Meals.** When employees are required by the City to work under unusual, emergency, or special conditions (e.g. snow removal, traffic control for festivals and special events, disasters, required City functions, etc.) where meal breaks would not be practical or possible, the City shall provide meals to such employees. The City shall determine the methodology, means, procedures, and maximum cost associated with providing such meals and the City Manager shall establish reasonable regulations governing the provision of such meals.

## **ARTICLE 39**

### **REQUIRED LICENSES, REGISTRATIONS, OR CERTIFICATIONS**

**Section 39.1 Required Licenses, Registrations, or Certifications.** Any costs/fees associated with obtaining any Employer required licenses, registrations, or certifications, after appointment, as listed in the City's job classification descriptions for Maintenance Worker, and Fleet Technician (e.g. Commercial Driver's License, Public Operator's Pesticide Application License, National Institute of Automotive Service Excellence certifications) shall be paid by the Employer. In addition, reasonable effort shall be made by the Employer to accommodate the need for employees to take any required examinations during the employees' regular work hours.

## **ARTICLE 40**

### **CLOTHING, EQUIPMENT, AND PERSONAL PROPERTY**

**Section 40.1 Shoe, Glove and Carhart Allowance.** All bargaining unit employees shall be provided an allowance for the cost of steel-toed safety shoes, required gloves and Carhart outerwear in an amount of \$450.00 per calendar year. Each bargaining unit employee shall receive his or her allowance on the second regularly scheduled pay distribution of each calendar year. The Carhart outerwear must be brown/tan in

color and must be kept clean. When such outerwear is excessively worn, it must be discarded and replaced by the employee. The City reserves the right to require outerwear that is excessively worn to be replaced by the employee. It is the employee's choice on what type of outerwear is purchased.

**Section 40.2 Prescription Safety Glasses.** Once during the term of this Contract, the City will provide prescription safety glasses, as needed and with proper supporting documentation, to employees who are required to wear safety glasses in the performance of their job duties. The cost to the City shall not exceed \$175.00.

**Section 40.3 Damaged Personal Property.** Prescription eye glasses, contact lenses, or watches, which are damaged during the performance of the employee's assigned job duties, shall be replaced by the City, except where the damage is due to the employee's fault, via a reimbursement procedure, up to a maximum of one-hundred dollars (\$100.00) in any calendar year. Requests for the replacement of the above named damaged personal property must be submitted in writing to the Division Director, identifying the circumstances under which the damage occurred as well as the type, brand name, model, value, and condition of the property prior to the damage occurring, together with the damaged property. If such request is subsequently approved, the employee shall be reimbursed for the purchase of replacement personal property, as named above, which, in all respects, is substantially similar to that which was damaged, up to the maximum value identified above, provided that the employee submits a valid receipt identifying the type, brand name, model, dollar amount, etc. of the property purchased as a replacement.

The parties agree to meet in a Labor-Management meeting within 60-days of the ratification of this agreement to discuss personal cell phone use and possible guidelines needed to consider cell phone reimbursement options if damage or loss occurs while performing City operations.

## **ARTICLE 41**

### **TOOL REPLACEMENTS/UPGRADES**

**Section 41.1 Amount.** Members assigned to the classification of Fleet Technician I will be paid \$1,350 per calendar year for the maintenance repair, and replacement of their tools. Each Fleet Technician I shall receive his or her allowance via separate deposit on the third regularly scheduled pay distribution of each calendar year.



**ARTICLE 42**

**DURATION**

**Section 42.1 Duration.** All of the provisions of this Agreement shall become effective upon execution by a representative of both parties, unless otherwise specified. This Agreement shall continue in full force and effect for a term of three (3) years from September 1, 2016.

**Section 42.2 Signatures.** Signed and dated at Dublin, Ohio on or as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

UNITED STEELWORKERS:

CITY OF DUBLIN:

\_\_\_\_\_  
Leo Gerard, International President USW

\_\_\_\_\_  
Dana L. McDaniel, City Manager

\_\_\_\_\_  
Fred Redman, Vice President USW

\_\_\_\_\_  
Homer C. Rogers, Jr., Director of HR

\_\_\_\_\_  
Thomas M. Conway, Vice President USW

\_\_\_\_\_  
Angel L. Mumma, Director of Finance

\_\_\_\_\_  
**Stanley W. Johnson, Secretary/Treasurer USW**

\_\_\_\_\_  
**Megan D. O'Callaghan, Director** of Public Works

\_\_\_\_\_  
David R. McCall, Director of District 1 USW

\_\_\_\_\_  
Matthew C. Earman, Director of Parks & Recreation

\_\_\_\_\_  
Mark Shaw, Contract Coordinator USW

\_\_\_\_\_  
Whitney S. Aebker, Human Resources Business Partner

\_\_\_\_\_  
Timothy Underhill, Unit Chair 9110

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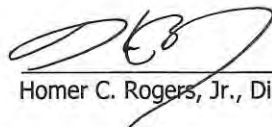
UNITED STEELWORKERS:

  
\_\_\_\_\_  
Mark Shaw, Contract Coordinator USW  
District 1

  
\_\_\_\_\_  
Timothy Underhill, Unit Chair 9110

CITY OF DUBLIN:

  
\_\_\_\_\_  
Dana L. McDaniel, City Manager

  
\_\_\_\_\_  
Homer C. Rogers, Jr., Director of HR