



AGREEMENT

01-12-17
16-MED-08-0737
1087-03
K35172

Between

CITY OF NAPOLEON

And

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES**

**AFL-CIO
LOCAL 3859
OHIO COUNCIL 8**

CASE NO. 2016-MED-08-0737

December 1, 2016

to

November 30, 2019

**City of Napoleon
255 West Riverview Avenue
P O Box 151
Napoleon, Ohio 43545**

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ARTICLE 1

CONDITIONS OF AGREEMENT

Section 1.1 Preamble

This Agreement, entered into by the City of Napoleon, Ohio, hereinafter referred to as the “City” and Local 3859, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL -CIO, hereinafter referred to as the “Bargaining Unit”, has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance.
- B. To provide for the peaceful and equitable adjustment of differences which may arise.
- C. To attract and retain qualified Employees by providing those benefits compatible with the financial resources of the City as provided for in this Agreement.
- D. To assure the effectiveness of service by providing an opportunity for Employees to meet with the City to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of the State of Ohio Revised Code, State and Federal laws, City Ordinances and the Constitutions of the State of Ohio and the United States of America.
- E. To provide an opportunity for the Bargaining Unit and the City to discuss wages, benefits and terms and conditions of employment of Employees subject to the terms of the Agreement and applicable laws.
- F. To provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but the citizens of Napoleon, Ohio.

Toward this end, the parties hereto agree to devote every effort to assure that the City and the Employees will comply with the clear provisions of this Agreement. This Agreement pertains to Employees within the Bargaining Unit as defined hereunder.

Section 1.2 Applicability and Interpretation

This Agreement supersedes and replaces all applicable federal and state laws, statutes, codes, ordinances, resolutions, civil service rules and regulations, and all matters or issues pertaining to Employee wages, benefits, and working conditions over which it has authority to supersede and replace. The provisions of this Agreement constitute the sole, entire, and exclusive Agreement between the parties and all prior agreements, either verbal or written, are hereby negated.

In the event that any provision of this Agreement and its application to any Employee is held to be invalid by a court of competent jurisdiction, it shall be of no further force and effect; but, all other provisions and applications shall

continue in full force and effect. Within a reasonable time thereafter, the parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provisions by good faith negotiations on the same subject matter.

Section 1.3 Extensions of Times and Deadlines

Unless the context indicates otherwise, whenever in this Agreement a certain event is to occur on a date which is a Saturday, Sunday or City observed legal, or a certain deadline is to expire on a date which is Saturday, Sunday or City observed legal, the date upon which such event shall occur or such deadline shall expire shall be the first date thereafter which is not a Saturday, Sunday or City observed legal.

Unless the context indicates otherwise, in computing any period of time prescribed or allowed by this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included.

Section 1.4 Definitions

A. Active Pay Status

Shall mean that an Employee has received or is entitled to receive pay for one of the following reasons when properly authorized in accordance with the terms of this Agreement: time worked, whether at regular or overtime rates; sick leave; vacation leave; personal holiday; City observed legal; bereavement leave; Bargaining Unit leave; or, compensatory time off. It shall, without limiting the following, exclude time off for unpaid leave of absence, disability separation, disciplinary separation or any other unpaid leave, whether authorized or not.

B. Employer

Employer shall mean for all purposes the City of Napoleon, Ohio.

C. Employee

Unless the context otherwise indicates, Employee or Employees shall mean those individuals working in the classifications identified in the recognition clause as set forth in Article 4 Recognition, Section 4.2 Affected Job Classifications.

D. Perform The Job

For the purposes of this Agreement, perform the job shall mean perform the essential functions of the job, with or without reasonable accommodation, without posing a direct threat to the health or safety of the employee or others. Any dispute with regards to this issue shall be resolved through the procedures as outlined in the Article pertaining to disability leave, or through the grievance procedure, whichever is applicable.

E. Physician

Unless the context indicates otherwise, physician shall mean a medical practitioner licensed in the State of Ohio, and shall include medical doctors

and chiropractors, nurse practitioners, physicians' assistants, and physical therapists.

F. Rules

Rules as used in this Agreement shall mean rules, regulations, policies, procedures and directives, either as contained in this Agreement or as may be promulgated from time to time by the City in accordance with this Agreement.

G. Qualified/Qualifications

Unless the context indicates otherwise, where the terms "Qualifications" or "Qualified" appear, the Employer retains discretion on the establishment of qualifications.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1 General

Nothing in this Agreement shall be interpreted to restrict any constitutional, statutory, legal or inherent rights of the City with respect to matters of general legislative or managerial policy. The City shall retain the right and the authority to administer the business of its departments. In addition to other rights and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to determine and establish reasonable rules, regulations, policies, procedures and directives, and to otherwise exercise the prerogatives of management not inconsistent with the terms of this Agreement, including, but not limited to, the following:

- A. To manage and direct its Employees, including the right to select, hire, promote, transfer, assign, schedule, supervise, evaluate, retain, lay off, recall, reprimand, and discipline (including suspend, demote and discharge) for just cause.
- B. To manage and determine the location, type and number of physical facilities and equipment, and the work to be performed.
- C. To determine the City's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet those purposes.
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure.
- E. To determine work schedules and to establish necessary work rules, regulations, policies, procedures and directives for its Employees.
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
- G. To determine the necessity of scheduled overtime and the amount thereof required.
- H. To determine the City's budget and uses thereof.
- I. To maintain the security of records and other pertinent information.
- J. To determine and implement necessary actions in emergency situations.
- K. To exercise complete control and discretion over each department's organization and the technology of performing the work required.
- L. To set standards for community service and to determine the procedures and standards of selection for employment.
- M. To maintain and improve the efficiency and effectiveness of governmental operations.

ARTICLE 3

PLEDGE AGAINST DISCRIMINATION

Section 3.1 General

The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, gender, marital status, race, color, creed, religion, national origin, Bargaining Unit affiliation, military status, veteran status, genetic history and/or disability. The Bargaining Unit shall share equally with the City the responsibility for applying this provision of the Agreement.

Section 3.2 Gender Reference

All references to employees in this Agreement shall include both sexes, and wherever the male gender is used, it shall be interpreted to include male and female employees, except for Article 17 Leaves of Absence, Section 17.2 Maternity Leave.

Section 3.3 Right to Join or Not Join Union

Neither party shall interfere with, restrain, coerce or otherwise discriminate against any person for exercising his right to join or not to join the Union; please reference Section 5.4 Fair Share Deductions.

ARTICLE 4 RECOGNITION

Section 4.1 Recognition of Bargaining Unit

The City agrees to recognize the Bargaining Unit as the sole and exclusive bargaining agent for the Employees working in the classifications that are listed in Section 4.2 as the bargaining agent in all matters regarding wages, hours of work, new classifications created or positions added or deleted, and all other terms and conditions of employment.

Section 4.2 Affected Job Classifications

The term "Bargaining Unit" shall be deemed to include all public employees of the City of Napoleon employed in the City listed as "included" in the S.E.R.B. Certification of Election dated January 10, 2013, certified January 11, 2013 incorporated into this agreement by reference thereto and as amended from Case Number 2012-REP-11-0137. Those positions are:

Apprentice Lineman	Recycling Foreman
Automotive Mechanic	Sanitation Foreman
Automotive Mechanic Helper	Serviceman
Collection System Technician I	Streets & Sewer Foreman
Collection System Technician II	Substation Maintenance Specialist
Community Service Foreman	Substation Technician
Construction Foreman	Wastewater Treatment Plant Apprentice
Electrical Engineering Technician	Wastewater Treatment Plant Operator I
Electric Service Worker	Wastewater Treatment Plant Operator II
Groundman	Wastewater Treatment Plant Operator III
Head Greenskeeper	Water Distribution System Foreman
Head Mechanic	Water System Technician I
Laborers	Water System Technician II
Lead Lineman	Water Treatment Plant Apprentice
Line Clearance Worker	Water Treatment Plant Operator I
Lineman First Class	Water Treatment Plant Operator II
Lineman Second Class	Water Treatment Plant Operator III
Maintenance Foreman	
Maintenance Serviceman	
Meter Reader	
Municipal Service Worker I	
Municipal Service Worker II	
Municipal Service Worker III	
Operations Lead Worker	
Parks/Recreation Assistant Director	
Parks/Recreation Foreman	
Parks/Recreation Worker I	
Parks/Recreation Worker II	
Parks/Recreation Worker III	

These position and classifications not specifically established herein as being included in the Bargaining Unit shall be excluded from the Bargaining Unit, subject are the following:

All Management Level Employees
Professional Employees, Guards, Supervisors and
Members of the Police and Fire Departments as defined in the Code,
All Office Clerical Employees and
All Seasonal and Casual Employees as determined by the State Employment Relations Board including:
Building Inspector/Zoning Administrator
Cemetery Sexton
Clubhouse Manager/Attendant
Construction Estimator
Construction Inspector
Golf Course and Grounds Superintendent
Manager Information Systems
Senior Engineering Technician
Senior Electrical Engineering Technician
Wastewater Treatment Plant Chief Operator
Water Treatment Plant Chief Operator

Should the City create a new job classification or position, the City and the Bargaining Unit shall meet to discuss whether or not the classification or position should be included in the Bargaining Unit. Should the parties agree to include the classification or position in the Bargaining Unit, they shall then negotiate the rate of pay for the new classification or position. In the event the parties are unable to agree on whether or not to include the new classification or position in the Bargaining Unit, either party may follow applicable steps pursuant to ORC 4117 to have SERB resolve the issue.

Section 4.3 City to Negotiate Exclusively With Bargaining Unit

The City shall not negotiate or make any collective bargaining agreement or contract with any of the Employees working in classifications covered herein, either individually or collectively. Any agreements entered into between the City and Employees covered herein shall be through duly authorized representatives of the Bargaining Unit. Any other agreements shall be of no effect.

Section 4.4 Timing of Representation

The Union shall not represent any Employee in an issue pertaining to the acceptance or rejection of the Employee during his probationary period, nor shall the Union represent at a hearing or attend a hearing for any new Employee charged with a disciplinary infraction occurring prior to completing his (sixtieth) 60th calendar day in service.

The Union shall not represent any Employee pertaining to the rejection of the Employee after completion of his probationary period for a reason or reasons which arose during the probationary period, but which was not discovered until after completion of the probationary period.

ARTICLE 5

DUES DEDUCTIONS

Section 5.1 City to Deduct Dues

The City agrees to deduct regular Bargaining Unit membership dues once each month from the pay of any Employee upon receiving written authorization signed individually and voluntarily by the Employee. The signed payroll deduction form must be presented to the City's Finance Director by the Bargaining Unit Treasurer. Upon receipt of the proper authorization, the City will deduct Bargaining Unit dues the next payroll period in which Bargaining Unit dues are normally deducted following the pay period in which the authorization was received by the City. Payroll deduction authorization shall be on a form provided by the City.

Section 5.2 Limits of City's Responsibility

It is specifically agreed that, except as noted in Section 5.6 below, the City assumes no obligation, financial or otherwise, arising out of the provision of this Article, and the Bargaining Unit hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any Employee arising from deductions made by the City hereunder. Once the funds are remitted to the Bargaining Unit, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Bargaining Unit.

Section 5.3 Termination of City's Responsibilities

The City shall be relieved from making such dues deductions upon the Employee's (a) termination of employment, or (b) transfer to a job other than one covered by the Bargaining Unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms (30 to 45 days prior to the expiration date of this agreement) or with applicable law. Any employee who has lawfully revoked membership and dues obligation in accordance with the check off authorization card will be obligated to pay a fair share fee.

Section 5.4 Fair Share Fee Deductions

Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union upon the employee's completion of the original probationary period.

The Union shall have a valid rebate procedure to refund nonmembers for any fair share fee used other than for representational purposes. Such fair share fee deductions shall be subject to and in accordance with all applicable Federal and State statutory and decisional law in effect at the date of this Agreement. The Union shall provide a copy of its internal rebate procedure and accompanying expenditure report thereof to the City on an annual basis. A copy will be provided to each new employee with their orientation packet.

The deduction of the fair share fee from any earnings of the employee shall be

automatic and does not require a written authorization for payroll deduction.

Section 5.5 Wage Limitation

The City shall not be obligated to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5.6 Limits on Claims for Errors

It is agreed that neither the Employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing, within ten (10) days by the Employee for an error affecting the Employee or within twenty (20) days for an error related to a remittance to the Union after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the Union only, and no other organization attempting to represent the Employees.

Section 5.7 Notice Requirements

One (1) month advance notice must be given the City's Finance Director prior to making any changes in an Employee's dues deduction. The City agrees to furnish the Comptroller of the Union a warrant in the aggregate amount of the dues deductions. The Employer will send such warrants to the appropriate address.

Section 5.8 Collections at Termination of Contract

All dues deductions, at the City's option, and, upon seventy-five (75) days written notice by certified mail to the Union may be canceled upon the terminating date of this Agreement. All dues deductions for any month in which Union members individually or collectively engage in a work slowdown, strike, walkout, or any concerted effort to interfere with public service, may be canceled at the City's option upon twenty-four (24) hours' notice to the Union.

Section 5.9 Limitation Of Authority Of Article

Nothing in this Article shall be construed to require an Employee to become or remain a member of the Union.

ARTICLE 6 REPRESENTATION

Section 6.1 Bargaining Unit Representatives

The Bargaining Unit shall submit in writing the names of its Bargaining Unit representatives who are authorized to speak on behalf of the Bargaining Unit and/or represent Employees. The City agrees to recognize as Bargaining Unit representatives: the local Bargaining Unit president; a Bargaining Unit staff representative; and, a maximum of six (6) stewards selected by the Bargaining Unit, from the following departments and sections:

DEPARTMENT OR SECTION	MAXIMUM # OF STEWARDS
Water Treatment	1
Wastewater Treatment	1
Water Distribution & Streets	1
Maintenance, Sanitation, Garage & Other Ops.	1
Electric	1
Parks & Recreation	1

Stewards shall be authorized to represent Employees through the first step of the grievance procedure. The Bargaining Unit staff representative or, in his absence, the local Bargaining Unit president, shall be authorized to represent Employees in subsequent steps of the grievance procedure.

For the purposes of this Article and Agreement, Bargaining Unit staff representative shall mean an Employee or authorized agent of the Bargaining Unit, who is not an Employee of the City.

Section 6.2 Written Certification Required

No one shall be permitted to function as a Bargaining Unit representative until the Bargaining Unit has presented the City with written certification of the person's selection.

Section 6.3 Roster

The Bargaining Unit shall provide the City with an official roster of all local Bargaining Unit officers, stewards and authorized Bargaining Unit staff representatives, which shall be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Telephone Number
- D. Bargaining Unit Office(s) Held

Section 6.4 Permitted Activities During Working Hours

Upon timely notification to the appropriate Department Head(s), a Bargaining Unit staff representative and a maximum of one (1) Employee, who is either the

local Bargaining Unit president or a steward will be permitted reasonable time during duty hours, without loss of pay or benefits to investigate, process, and attend hearings or meetings on grievances with an Employee who files a grievance, but only in such a way that will not unreasonably interfere with City operations.

Section 6.5 Rules on Activities

Rules governing the activity of the local Bargaining Unit representatives are as follows:

- A. The Bargaining Unit agrees that no official of the Bargaining Unit (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other City Employees. The Bargaining Unit further agrees not to conduct any Bargaining Unit business on City property, except as specifically provided for in this Agreement.
- B. Bargaining Unit representatives shall cease unauthorized Bargaining Unit activities immediately upon the request of the supervisor of the area in which Bargaining Unit activity is being conducted or upon the request of the Bargaining Unit representative's supervisor.
- C. Any Employee found violating the provisions of this Article shall be subject to appropriate disciplinary action, including discharge.
- D. Any violation of the provisions of this Article by a Bargaining Unit staff representative may result in suspension of its privileges related to City premises and work time. This may include the removal of the Bargaining Unit staff representative from City premises or work areas, until the Bargaining Unit staff representative has complied with the provisions of this Article and Agreement.

ARTICLE 7

BULLETIN BOARDS

Section 7.1 General

The City shall allow the placement of one (1) bulletin board in an easily accessible agreed upon location in each of the buildings occupied by the Employees. Bargaining Unit notices relating to the following matters may be posted without the necessity of receiving the City Manager's prior approval:

- A. Bargaining Unit recreation and social affairs;
- B. Notice of Bargaining Unit meetings;
- C. Bargaining Unit appointments;
- D. Notice of Bargaining Unit elections;
- E. Results of Bargaining Unit elections;
- F. Reports of non-political standing committees and independent nonpolitical arms of the Bargaining Unit;
- G. Nonpolitical publications, rulings or policies of the Bargaining Unit;
- H. Pension Board Publications.

Section 7.2 Restrictions On Use

All other notices of any kind not covered in A through H above must receive prior approval of the City Manager or his designated representative. It is also understood that no material may be posted on the Bargaining Unit bulletin boards at any time which contains the following:

- A. Personal attacks upon any Employee or official of the City;
- B. Scandalous, scurrilous or derogatory attacks upon any Employee or official of the City;
- C. Attacks on or unfavorable comments regarding any other Employee organization;
- D. Attacks on, or favorable or unfavorable comments regarding a candidate for public or Bargaining Unit office.

ARTICLE 8

USE OF CITY FACILITIES AND EQUIPMENT

Section 8.1 Access to City Facilities

Access to City work locations and the use of City paid time, facilities, equipment, and other resources by the Bargaining Unit and those representing the Bargaining Unit shall be authorized only to the extent provided for in this Agreement and/or administrative procedures, and shall not interfere with the efficiency, safety and/or security of the City's operations.

Section 8.2 Use of City Equipment Limited Prohibition

The use of City equipment, machines and property to aid in any manner the activities of the Bargaining Unit is prohibited unless specifically authorized by this Agreement and approved in advance by the City Manager. These restrictions include, but are not limited to, use of typewriters, copying and duplicating machines, use of City paper, and the use of City vehicles.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1 Definition and Limitation

The term "grievance" shall mean an allegation by an Employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of federal or state laws and/or by the United States or Ohio Constitutions.

Section 9.2 Grievance Procedure is Sole Method of Redress of Grievances

It is the intent of the City and the Bargaining Unit that this grievance procedure be the sole and exclusive appeal procedure for Employees. Any other appeal procedures which may exist outside the provisions of this Agreement under any state or local civil service laws shall not be applicable for such purposes and are hereby waived.

Section 9.3 Procedural Limitations

All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps.

Any Employee 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.

The time limits provided for herein shall be strictly adhered to and any grievance not submitted initially or appealed to the next step within the specified time limits shall be deemed as invalid and void; provided however, that any grievance not answered by the City within the stipulated time limits may be advanced by the Employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 9.4 Procedure for Employees and the Bargaining Unit

It is the mutual desire of the City and the Bargaining Unit to provide for prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and the Bargaining Unit to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1:

In order for a grievance to receive consideration under this procedure, the grievant, with an appropriate Bargaining Unit Representative if the grievant desires, must identify the grievance to the Employee's immediate supervisor, in writing, within twelve (12) calendar days of the Employee having, through the exercise of reasonable diligence, knowledge of the occurrence of the incident giving rise to the grievance. The Employee's immediate supervisor shall be the next higher ranked NonBargaining Unit employee on duty when the grievance

occurred. The Employee's immediate supervisor shall investigate and provide an appropriate answer within six (6) calendar days following the day on which the Employee's immediate supervisor was presented the grievance. If the next highest ranking Employee is the Department Head, proceed to Step 3.

Step 2:

If the grievance is not resolved in Step 1, the grievant, with an appropriate Bargaining Unit Representative if the grievant desires, may take up the grievance, within six (6) calendar days of the immediate supervisor's response, with the Department Head. The Department Head shall investigate and respond to the grievant and/or Bargaining Unit Representative within six (6) calendar days after receiving the Step 1 reply.

Step 3:

If the grievance remains unsettled, it may be presented, by the grievant, with an appropriate Bargaining Unit Representative if the former desires, within six (6) calendar days of the Department Head's response, to the City Manager. If requested by the grievant, the City Manager shall schedule a meeting between the parties or respond in writing within six (6) calendar days. If a meeting is scheduled, the City Manager shall have six (6) calendar days following the meeting in which to respond.

Step 4:

Grievance mediation is an option that is available to the City and/or the Bargaining Unit after Step 3. Either the City or the Bargaining Unit may request that a grievance be mediated rather than being appealed by the Bargaining Unit directly to arbitration. Mediation will occur only by mutual consent of both the City and the Bargaining Unit, the City and the Bargaining Unit agree to use Federal Mediation and Conciliation Service (FMCS) as mediator, and to abide by the rules set by FMCS. Mediation may be requested within six (6) calendar days following the Step 3 reply.

Section 9.5 Final and Binding Arbitration

Should any grievance remain unsettled after exhausting the aforementioned procedures, the City and/or the Bargaining Unit may, if the party desires, request arbitration within ten (10) calendar days after failing to settle the grievance as outlined above. Any grievance not submitted to arbitration within such ten (10) calendar day time period shall be deemed settled on the basis of the last answer given by the Employer.

Within ten (10) calendar days following the request for arbitration, the City and the Bargaining Unit shall meet and attempt to mutually agree upon an arbitrator. In the event such an agreement is not reached, either party may request the Federal Mediation and Conciliation Service to submit a list of fifteen (15) qualified and impartial arbitrators. Either party may request a second such list of arbitrators if the initial list is determined to be unsatisfactory.

The parties shall select a single arbitrator from such panel, via the alternate striking of names method. The party requesting arbitration shall be the first to strike and so on until only one (1) name remains who shall be the arbitrator.

Section 9.6 Arbitrator: Methods and Limits of Authority

The award of the Arbitrator shall be reduced to writing. The Arbitrator shall not be empowered to rule contrary to, amend, add to, modify, change, or eliminate any of the provisions of this Agreement. The Arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to make an award on any other issue not submitted to arbitration.

Section 9.7 Decision Final and Binding

The decision of the Arbitrator shall be final and binding on the City, the grievant, and the Bargaining Unit.

Section 9.8 Expenses of Arbitrator

Expenses attendant to the services of the Arbitrator shall be borne equally by both parties.

All other expenses shall be borne by the party incurring them, unless otherwise provided for in this Agreement (for example, time spent at a hearing by the ~~Union~~ Bargaining Unit president, and/or the Employee/grievant as per Article 6). Neither party shall be responsible for the expenses incurred by the other party.

Section 9.9 Information Required in Grievances

All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties:

- A. Aggrieved Employee's name and signature
- B. Aggrieved Employee's classification
- C. Date grievance was filed in writing
- D. Date and time incident giving rise to the grievance occurred
- E. Where incident giving rise to the grievance occurred
- F. Description of incident giving rise to the grievance
- G. Articles and sections of agreement violated
- H. Description of actions that will resolve the grievance

Section 9.10 Class Action Grievance

Where a group of Employees desire to file a grievance involving a situation affecting each Employee in the same manner, one (1) Employee selected by such group may process the grievance as a class action grievance, provided each Employee desiring to be included in the class action grievance signs said grievance.

Section 9.11 Scheduling of Grievance Hearings

A grievance hearing at Step 1 called for in this Article may be scheduled anytime during the shift but not later than one (1) hour before the end of the grievant's shift. Grievance hearings at Steps 2, 3, and 4 called for in this Article may be scheduled at the discretion of the Department Head or City Manager, whichever is applicable, taking into consideration the grievant's work shift and subsequent appropriate rest time.

ARTICLE 10

RESIGNATION

Section 10.1 General

Any Employee whose termination is sought for any reason, other than a criminal violation, may resign at any time prior to issuance of the decision of a Section 11.3 Hearing. The Employee's work record as it pertains to the resignation shall show only that he resigned of his own accord. Upon request, a copy of the work record shall be furnished to the Employee.

If an arbitrator has been selected in accordance with this Agreement, and the Employee resigns under the provisions of this Article, then the Bargaining Unit shall be deemed to be the party losing the grievance, and shall be responsible for any expenses incurred with respect to the arbitrator's costs.

ARTICLE 11

DISCIPLINARY PROCEDURES

Section 11.1 General

An employee may be disciplined for just cause which shall include:

- A. Incompetence;
- B. Inefficiency;
- C. Dishonesty;
- D. Drunkenness or illegal substance abuse;
- E. Immoral conduct;
- F. Insubordination;
- G. Discourteous treatment of the public, City officers or fellow workers;
- H. Neglect of duty, violation of rules or regulations; or,
- I. Any other proper cause.

Section 11.2 Limits on Suspensions, Demotions or Dismissals

The City agrees that, where appropriate, it will apply a policy of progressive and corrective discipline, with the progressive steps as follows: oral reprimand; written reprimand; suspension; demotion; or dismissal.

No Employee shall be suspended, demoted or dismissed from duty without first being afforded the opportunity for a pre-disciplinary conference before the City Manager or his designee as provided below, except where it is necessary to immediately place employee on paid administrative leave due to gross misconduct.

Gross Misconduct – Defined as those infractions that are of a very serious or possibly a criminal nature and/or which cause a critical disruption to the City of Napoleon in terms of decreased productivity, efficiency and/or morale. These types of infractions, if left undisciplined by proper authority, may have a long lasting and serious adverse impact on the City of Napoleon's operations.

When an Employee has been relieved without a pre-disciplinary conference, the Employee shall be afforded a pre-disciplinary conference within seventy-two (72) hours, excluding Saturdays, Sundays and holidays. The Employee's pay status for the days which he was on paid administrative leave shall be determined at the pre-disciplinary conference.

Section 11.3 Procedure In Serious Cases

When an Employee is to be charged with a violation that is likely to result in the Employee receiving a suspension, demotion or dismissal, the following shall apply:

- A. The Employee shall be given a notice five (5) calendar days in advance of the

hearing and that notice shall advise the Employee of the general nature of the suspected violation.

- B. The Employee shall be advised in the notice of his right to be represented by a Bargaining Unit representative at such hearing.

Any written reprimand, suspension, demotion or dismissal may only be appealed through the grievance procedure as provided for in this Agreement.

Disciplinary action must begin within twelve (12) calendar days of the Employer having, through diligence, knowledge of the occurrence of the incident giving rise to the discipline. Failure of the Employer to pursue discipline within the time limit set forth above bars the Employer from bringing discipline on the incident in the future or attaching it to a subsequent incident as discipline.

Section 11.4 Oral and Written Reprimands

When it becomes necessary for a supervisor to reprimand an Employee, it shall be done with discretion in a manner so as not to cause public embarrassment to the Employee.

In the event that a supervisor finds it necessary to orally reprimand an Employee and determines to keep a record of that oral reprimand, the Employee shall be made aware that a record of such oral reprimand is being maintained in the City's files or records.

An Employee may appeal an oral reprimand through the grievance procedure but is limited in the appeal process to a maximum of Step 3 in the grievance procedure, and may not request arbitration.

The supervisor shall provide the Employee with a copy of any written reprimand or any record of oral reprimand entered in the Employee's file. The Employee shall acknowledge receipt of same by signing and dating the original copy of such record.

ARTICLE 12

PERSONAL SERVICE RECORDS

Section 12.1 Closure of Items Related to Discipline

Any Employee shall be permitted to review his personal service records and may receive a copy of any item in his file at a nominal fee to cover the cost of duplication. The City shall not suffer a loss of the Employee's services as a result of this activity. For the purpose of promotion or disciplinary action, an Employee's personal service record shall be marked closed in accordance with the following schedule:

- A. Any reprimand shall be closed from the record after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.
- B. Any suspension of less than thirty (30) days shall be closed from the record after a period of two (2) years, providing there is no intervening disciplinary action during the two (2) year period.
- C. Any suspension of thirty (30) days or more shall be closed from the record after three (3) years, provided there is no intervening disciplinary action during the three (3) year period.

ARTICLE 13

RULES

Section 13.1 City's Right to Promulgate Rules

The Bargaining Unit recognizes that the City in order to carry out its statutory mandates and goals, has the right to promulgate reasonable rules consistent with conduct of the City's services and programs.

Section 13.2 Rules to be Interpreted Uniformly

Rules shall be interpreted and applied uniformly to all Employees under similar circumstances.

Section 13.3 Notification of Rule Changes

Copies of changes in existing rules or newly established rules shall be provided to the Bargaining Unit six (6) calendar days before they are to take effect except during emergency situations.

Section 13.4 Complaints of Non-Uniform Application of Rules

Any complaint involving the uniform application of rules or any complaint involving a conflict between the terms of this Agreement and rules may be resolved through the grievance procedure.

Section 13.5 Employees to Observe Rules

This Article shall not be interpreted in any manner to relieve an Employee of his responsibilities to follow the established rules necessary to preserve the good order and discipline of the division whether or not such rules have been reduced to writing. New Employees shall have been informed of all written rules, policies and procedures in existence upon their becoming members of the bargaining unit.

ARTICLE 14

SENIORITY AND RELATED MATTERS

Section 14.1 Computation of Seniority

Seniority, for the purposes of this Agreement, is defined as the length of continuous service in the bargaining unit, hereinafter referred to as Bargaining Unit seniority, as well as in relation to any of the other departments outlined in the Recognition clause; hereinafter referred to as Departmental Seniority. When requested, the Employer shall provide updated seniority lists which shall provide the employee's date of employment. This list shall be posted for all employees to see.

Section 14.2 Bargaining Unit Seniority

Bargaining Unit Seniority begins the first day of City employment in a position covered by the collective bargaining agreement, subject to Section 4.4. Bargaining Unit seniority shall be measured in calendar days of employment. If two (2) employees begin employment in the Bargaining Unit on the same day, the employee who applied for the position first will be considered to be the more senior. A break in service shall only occur by separation of employment or by transfer out of the bargaining unit to a position elsewhere within the City. In the event an employee returns to the bargaining unit, the employee shall retain seniority earned prior to the separation, but shall not earn seniority during the time separated.

Section 14.3 Departmental Seniority

Departmental Seniority begins the day an employee is awarded the job within the department. Departmental Seniority shall be measured in calendar days of employment. A break in service shall occur upon promotion/lateral transfer/demotion to another department within the bargaining unit. An employee who returns to his/her former position will not constitute a break in service, provided he returns within sixty (60) days.

Employees who take a position in a department outside of their current department cannot exercise the use of their new departmental seniority for bidding in the new department until the completion of their promotional/lateral/demotional probationary period.

Seniority, as described in this section, applies to Article 16, Promotions, Assignments and Transfers.

Section 14.4 Part-Time Employee Seniority

Permanent part-time employees in the Bargaining Unit shall accrue pro-rated seniority based on OPERS service credit earned only while employed by the City of Napoleon.

Section 14.5 Probationary Period

Newly appointed Employees in the following classifications shall serve a six (6) month probationary period:

- A. Laborer
- B. Municipal Service Worker I
- C. Meter Reader
- D. Parks and Recreation Worker I

All other newly appointed Employees shall serve a probationary period of one (1) year.

New Employees shall have no seniority during their probationary period, but upon completion of the probationary period, their seniority date shall be as of the original date of current appointment. Employees who have completed their probationary period shall be known as permanent Employees and the probationary period shall be considered as part of their seniority time for the purpose of determining their entitlement to all fringe benefits, as well as their continuous service date. Absence from work for any reason shall not be included in calculating an Employee's probationary period.

Section 14.6 Time Spent on Authorized Leave of Absence

Time spent on any authorized leave of absence is to be counted in determining length of service for purposes of vacation eligibility or other purposes where seniority is a factor.

ARTICLE 15

LAYOFF AND RECALL PROCEDURES

Section 15.1 General

When the City determines that a reduction in work force or job abolishment is necessary, employees shall be laid off in accordance with the provisions of this Article.

Section 15.2 Notification Requirements

In the event of a long term layoff, employees shall be notified twenty-one (21) calendar days in advance of the effective date of the layoff. Employees will be notified of the City's decision to implement any short term layoff lasting seventy-two (72) hours or less as soon as possible.

Section 15.3 Priority of Employees Laid Off

In the event of a layoff, whether long term or short term, employees will be laid off in accordance with their Departmental seniority by job classification (last hired, first laid off). The employee with the least Departmental seniority in the Department and job title which is designated for layoff shall be notified of the layoff and shall have the right to displace another employee at the same or lower classification who has less total City seniority, provided that the initially laid off employee is qualified to perform the work of the new position. Any employee displaced by this procedure shall have the right to displace another employee by the same procedure. This process may continue until the least senior employee is laid off.

Section 15.4 No New Hire Before Recall

Vacancies and/or newly created positions shall be filled first by those employees on lay off provided they are qualified to fill the new positions or vacancies, unless such laid off employee refuses a recall to the position to be filled or fails to respond to a recall notice in a timely manner.

Section 15.5 Recall Period

Employees who are laid off are subject to recall from lay off for a period of two (2) years. After that time they shall be deemed to be permanently separated from City service, and no longer on layoff.

Section 15.6 Priority of Recall

A recall from lay off shall be based on Departmental seniority by job classification (last laid off, first recalled). Notice of recall from a long term lay off shall be by certified or registered mail. The City shall be deemed to have fulfilled its obligations by mailing the recall notice to the last mailing address provided by the employee.

Section 15.7 Response Time to Recall Notices

In the case of long term lay off, the employee shall have fourteen (14) calendar days following the date of mailing the recall notice to notify the City of his

intention to return to work, and shall have ten (10) calendar days following notification to the City of his intent to return to work in which to report for duty, unless a different day for returning to work is otherwise mutually agreed in writing.

Section 15.8 Subcontracting

The City shall not subcontract elements of work which will directly result in the layoff, or continued layoff, of any employee(s) who normally and customarily perform(s) similar work in the Department where the layoffs would or have occurred.

Nothing in this Section, Article or Agreement shall preclude the City from discontinuing a service it now provides and laying off employee(s), even if the service will then be provided by a third party, nor shall it preclude the City from subcontracting the work of an entire Department or Section, if the City, in its sole discretion determines that the needs of the public are best served by such action.

In the event the City determines that it is in the public interest to discontinue a service and/or to subcontract the work of an entire Department or Section, it shall give six (6) months advance written notice to the local Bargaining Unit president of such determination. If the Bargaining Unit so requests, the City shall meet with the Bargaining Unit to discuss the impact of such decision on the employees.

Section 15.9 Seasonal and Temporary Workers

No seasonal or temporary workers will be hired where such workers would directly cause layoffs of employees who normally and customarily perform similar work in the Department where the layoffs would occur.

Any laid off employee who, possesses the qualifications needed to perform seasonal or temporary work similar to that performed in the department where the layoffs would occur shall have the opportunity to displace any seasonal or temporary employee whose essential and primary job duties consist of performing such work, in accordance with the applicable provisions of this Article.

If a laid off employee is hired as a seasonal or temporary employee, he shall be paid the seasonal or temporary rate.

ARTICLE 16

PROMOTIONS, ASSIGNMENTS AND TRANSFERS

Section 16.1 General

- A. The City shall have exclusive control of the promotion, assignment and transfer of all employees.

In assigning employees to special positions, duties, or assignments, the City will offer, to the extent possible, these positions duties or assignments to all qualified personnel. The City shall consider the following criteria in determining who shall serve in the available position, duty or assignment: experience, specialized training, job evaluations, seniority, physical and mental capabilities, current title, and impact of the assignment upon other operations of the City.

The assignment shall be given to the employee who, at the sole discretion of the City, best meets the above criteria.

- B. If the assignment is expected to last more than thirty (30) calendar days, one (1) copy of the position description will be given to the Bargaining Unit president and the City will post one (1) copy on each Bargaining Unit Bulletin Board, at least five (5) work days in advance of the date anticipated the special position, duty or assignment is to start, to permit employees to submit an application outlining their qualifications. The position description shall include: information regarding hours of work, work week, duties, duration, possibility of overtime and location.

Employees submitting application will be given an opportunity for an interview prior to selection of the individual who will be assigned to the special position, duty or assignment. If any qualified employee(s) apply for the special position, duty or assignment, it shall be given to the best qualified employee applicant. If two (2) or more otherwise equally qualified employees apply for the special position, duty or assignment, it shall be given to the most senior employee applicant. If there are no applicants for the assignment, the least senior qualified employee will be selected for the special position, duty or assignment.

- C. Employees assigned to special positions, duties or assignments will be paid in the position title at a step that is greater than their current position title and step in accordance with Article 45. If the employee selected was receiving acting pay for this special position, duty or assignment, the employee will be paid at a step in the class that is greater than if the employee were receiving acting pay. Longevity will be adjusted according to the position being assigned.

Section 16.2 Vacancies in the Bargaining Unit

When the City determines that a vacancy exists within the Bargaining Unit, one (1) copy of the position description will be given to the Bargaining Unit president and the City will post one (1) copy on each Bargaining Unit Bulletin Board. Any

employee may apply for the position by filing an application therefore with the appropriate Department Head within a period to be specified on the job notice, which shall be not less than ten (10) calendar days after the City posts the notices, unless a shorter time period and/or alternate method is mutually agreed to by the City and the Bargaining Unit.

If any qualified employee(s) apply for the position, it shall be given to the best qualified employee applicant. If two (2) or more otherwise equally qualified employees apply for the special position, duty or assignment, it shall be given to the most senior employee applicant.

If no qualified employee applies for the position within ten (10) calendar days of its posting, it may be filled from outside the Bargaining Unit.

The posting shall include the title of the job, a description of the job, the rate or range of pay for the job, and the location of the job.

Section 16.3 Transfers, Promotions and Demotions

If an employee is promoted or transfers voluntarily from one Department to another, he shall be subject to a sixty (60) calendar day probationary period. The employee shall have thirty (30) calendar days in which to voluntarily return to his former position. The City may return the employee to his former position at any time during the sixty (60) day probationary period.

If an employee is involuntarily transferred from one Department to another, he shall be subject to a one (1) year probationary period. If he should be unsuccessful in his new position he may be laid off if no other suitable position exists within the Bargaining Unit, although the City shall use its best efforts to attempt to retain the employee in the City service.

Promotions shall go to the step in the new classification that results in a pay raise. The Promotion date then becomes the date for subsequent step increases. Transfers (moving within a classification or between classifications with the same pay) shall remain in the same step and the transfer date has no impact on the date for subsequent step increases.

Demotions, voluntary or involuntary, shall go to the step in the new, lower classification that is equal to or if none, lower than the step previously held. The demotion date has no impact on the date for subsequent step increases.

Section 16.4 Seniority and Transfers Within Bargaining Unit

If an employee applies for a transfer to another Department within the Bargaining Unit, and such application is granted, the employee will lose all seniority rights which would apply to the new Department, and will be placed at the bottom of the seniority list of the Department to which he has transferred.

In the case of involuntary transfers to another Bargaining Unit position, the employee will retain all seniority rights which he would have had if he had not been transferred.

Section 16.5 Amendments to Existing Job Descriptions

The City may amend existing job descriptions from time to time as needed for its operational purposes. The City shall present a copy of the amended job description to the local Bargaining Unit president at least seven (7) calendar days before the new job description shall take effect, together with sufficient copies of the amended description for distribution to any employee in the classification so amended. If the employee or the Bargaining Unit believes a violation of the Agreement has occurred as a result of any such revision to a job description, the Bargaining Unit may request, within seven (7) calendar days of receipt of the amended job description, a Labor Management conference.

If the issue cannot be resolved at the Labor Management conference, the employee may file a grievance as provided for in this Agreement. During the course of scheduling and holding any Labor Management conference, or in any subsequent grievance process, any employee affected by the proposed change in job description shall use his best efforts to carry out his duties under the new job description.

ARTICLE 17

LEAVES OF ABSENCE

Section 17.1 General

A. Authorization Of Leave

The authorization of a leave of absence without pay is a matter of administrative discretion. The City shall decide in each individual case if a leave of absence is to be granted, within the limitations of this Agreement.

B. Sick Leave Credit And Vacation Credit

An employee on leave of absence without pay does not earn sick leave or vacation credit; however, the time spent on authorized leave of absence is to be counted in determining length of service for purpose of extended vacation eligibility or other purposes where seniority is a factor.

C. Falsification Of Leave

Any leave of absence obtained through false representation, deceit, or fraud may be cause for disciplinary action up to and including dismissal. Leaves of absences will not normally be granted for the purpose of working elsewhere, which includes self-employment.

D. Reinstatement From Leave

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis.

Section 17.2 Maternity Leave

Is subject to the conditions of the "Family Medical Leave Act" (FMLA).

Section 17.3 Military Leave

Will be provided per the applicable Federal or State law.

Section 17.4 Disability Separation

A. When an employee has depleted all accruals, with the exception of compensatory time, then the employee shall be placed on disability separation.

B. An employee given disability separation shall have the right to reinstatement to a position in the classification the employee held at the time of separation, if the reinstatement is sought within twelve (12) months including all accruals, except compensatory time.

If the classification the employee held at time of separation no longer exists or no longer is utilized by the City, the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off.

C. Any appointment to a position vacated by disability separation will be on a temporary basis, and the person accepting such position must be made aware

of its temporary nature.

- D. Should an employee returning from disability separation be reinstated to another position, the position held by the employee temporarily assigned shall be permanently filled in accordance with provisions of this Agreement. The temporarily assigned employee shall be considered, in line with seniority, for all vacancies for which he otherwise qualifies.

Section 17.5 Request for Reinstatement -Medical Documentation

An employee requesting reinstatement from a disability separation shall be eligible for reinstatement after presenting the City an application for reinstatement in writing, at least fourteen (14) days in advance of the date the employee wishes to be reinstated, with medical documentation evidencing the following:

- A. that a physician has reviewed the essential functions of the job,
- B. that the employee is able to perform the essential functions of the job with or without reasonable accommodation,
- C. that, if the employee requires reasonable accommodation, exactly what the accommodation shall be, and,
- D. that the employee does not pose a direct threat to health or safety of the employee or others.

The cost of providing this medical documentation shall be borne by the employee.

The City shall, upon written request of the employee seeking reinstatement, provide to the employee a detailed list of the essential functions of the job.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee requires and/or is seeking reasonable accommodation for a disability, he shall identify the accommodation needed in his application for reinstatement.

The City reserves the right to determine the reasonableness of any special accommodation sought, and the right to deny reinstatement if the City determines that the accommodation is unreasonable.

Failure to disclose any accommodation needed for a disability in the application for reinstatement shall be grounds for disciplinary action, including dismissal.

Section 17.6 Medical Examination by City

Within seven (7) days of receipt of a complete application for reinstatement, the City shall do one (1) of two (2) things:

- A. Reinstatement the employee to his position, as set forth above in this Article; or
- B. Advise the employee in writing that an additional examination is required.

This additional examination prior to returning to service shall be used to determine:

- 1.) ~~if~~ If the employee is able to perform the essential functions of the job with or without reasonable accommodation,

- 2.) If the employee requires reasonable accommodation, exactly what the accommodation shall be, and
- 3.) If the employee poses a direct threat to health or safety of the employee or others.

The cost of providing this additional examination shall be borne by the City.

The City shall provide its physician and the employee a detailed list of the essential functions of the job.

The examination must be job and condition related only, and will not necessarily be a full physical examination.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed to the City's physician.

If the employee is found to be able to perform the essential functions of the job without special accommodation, the physician shall report this to the City, and the employee shall be reinstated to his position within seven (7) days of the receipt of the physician's report by the City.

If the employee is found to be able to perform the essential functions of the job but only with the use of special accommodations, the physician shall report this to the City, and shall indicate exactly what special accommodations are required. The City shall then determine whether the accommodations are reasonable and shall:

- C. Reinstatement the employee to his position, as set forth above in this Article;
or,
- D. Advise the employee in writing that he shall not be reinstated.

If the employee is found to be unable to perform the essential functions of the job with or without special accommodation, the physician shall report this to the City, and the City shall advise the employee in writing that he shall not be reinstated.

Section 17.7 Failure to be Reinstated

An employee who fails to apply for reinstatement or is not found to be fit for reinstatement after proper application and examination shall be ineligible for reinstatement and shall be deemed as permanently separated from service as of that date.

Section 17.8 Appeals on Failure to Reinstatement

If an employee is not reinstated pursuant to the procedures outlined above, he may appeal in writing to the City, within ten (10) days of receiving notice from the City that he is not to be reinstated.

The following procedures shall then apply. The City and employee shall jointly ask their respective physicians to select a neutral, third licensed medical doctor to

examine the employee. This additional examination prior to returning to service shall be used to determine:

- A. If the employee is able to perform the essential functions of the job with or without reasonable accommodation,
- B. If the employee requires reasonable accommodation, exactly what the accommodation shall be, and
- C. If the employee poses a direct threat to health or safety of the employee or others.

The cost of providing this additional examination shall be borne equally by the employee and the City, and each shall pay any fees charged by the original two (2) physicians in setting up this third (3rd) medical review.

The City shall provide the doctor and the employee a detailed list of the essential functions of the job.

The examination must be job and condition related only, and will not necessarily be a full physical examination.

The employee shall not be required to disclose the existence or the severity of any disability(ies) he may suffer from. However, if the employee is seeking reasonable accommodation for a disability, he shall identify the accommodation needed to the doctor.

If the employee is found to be able to perform the essential functions of the job without special accommodation, the doctor shall report this to the City, and the employee shall be reinstated to his position within seven (7) days of the receipt of the doctor's report by the City.

If the employee is found to be able to perform the essential functions of the job but only with the use of special accommodations, the doctor shall report this to the City, and shall indicate exactly what special accommodations are required. The City shall then determine whether the accommodations are reasonable and shall either:

- 1.) Reinstatement the employee to his position, as set forth above in this Article, or
- 2.) Advise the employee in writing that he shall not be reinstated.

If the employee is found to be unable to perform the essential functions of the job with or without special accommodation, the doctor shall report this to the City, and the City shall advise the employee in writing that he shall not be reinstated.

Prior to being examined by the City's physician, or by the (3rd) third doctor, the employee shall sign a release form authorizing the relevant doctor or physician to release his opinion as required under these procedures.

If, at any stage in this process, the City determines that the cost of accommodating an employee's disability is unreasonable, the employee or the Bargaining Unit may appeal this determination through the grievance procedure.

Section 17.9 Abuse of Disability Separation

An act of an employee, who has been given a disability separation, which is determined by the City Manager to be inconsistent with the employee's disabling illness or injury, may render the employee ineligible for reinstatement.

Section 17.10 Court Leave During Regularly Scheduled Work Hours

- A. Except as provided at the end of this paragraph, Court leave with pay will be granted to a full time employee who is summoned for any court or jury duty by the United States, the State of Ohio or a political subdivision. Except as provided at the end of this paragraph, Court leave with pay will be granted to any employee subpoenaed and required to appear as a plaintiff, witness, or defendant in any criminal or civil matter related to City business so long as the action in controversy is not a controversy between the City and the employee appearing. Employees will not be entitled to court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation or may be charged to the employee's other accumulated compensable time.
- B. Employees shall honor any subpoena issued to them, including those for Worker's Compensation and Unemployment Compensation.
- C. Employees are expected to report for work if, after court or jury duty responsibilities are met, two (2) hours or more of the employee's regularly scheduled shift remains.
- D. All moneys received as compensation, unless jury duty or court duty was served totally outside of regular working hours, shall be turned over to the City.

Section 17.11 Personal Leave

Any personal leave of absence requested must be submitted to the Department Head and approved by the City Manager or his designated representative at least three (3) working days prior to the start of such leave. Personal leaves of absences shall be without pay or fringe benefits. Personal leave of absence, if approved, shall not exceed thirty (30) day intervals, and shall be granted or denied at the discretion of the City Manager or his designated representative.

Section 17.12 Family and Medical Leave

Employee leave(s) under this provision shall be in accordance with the Family and Medical Leave Act, Policy 15 of the Employee's Policy Manual of the City PM2001-1 as amended from time to time said policy incorporated by reference into this Agreement and as specifically provided for under the Family and Medical Leave Act Policy currently in effect for all City employees, incorporated by reference into this Agreement.

Section 17.13 Trauma Leave

Applicability: This section is applicable to full-time regular employees of the classified service.

If a full-time regular employee in the classified service, while acting in his official capacity, is involved in an incident resulting in death or permanent disfigurement or disability to a person, or witnesses the death or permanent disfigurement or disability of a fellow employee, or witnesses the death of a person due to the application of a deadly force by another, that employee shall receive trauma leave upon request of the employee to relieve the stress which has resulted from such incident.

The duration of such trauma leave shall be approved by the appointing authority, however, under no circumstances shall such trauma leave exceed thirty (30) days.

While on such trauma leave, the employee shall receive his normal rate of pay for such days, and they shall not be charged to his sick leave or any other accumulated but unused leave time.

Prior to his return to work, the City shall require the employee to take an examination, conducted by a physician, to determine if the effect of the trauma is relieved to the extent that the employee is both physically and mentally capable to perform the essential duties of the job. If determined incapable of doing so as a result of such examination, the employee may be placed on paid leave of absence, unpaid leave of absence, or disability separation. The cost of such examination shall be paid by the City.

ARTICLE 18

OUTSIDE EMPLOYMENT

Section 18.1 General

No employee shall accept other employment that interferes with the employee's performance of his duties or responsibilities in his primary position with the City. No employee shall accept other employment that compromises the employee's position with the City through a conflict of interest. Employees will notify the City before accepting employment other than the employee's primary position with the City.

ARTICLE 19

EXIT INTERVIEWS

Section 19.1 General

Upon an employee's resignation or retirement, he shall be afforded the opportunity for an interview with the City Manager and/or his designee. The purpose of this interview shall be to allow the employee to express reasons for resignation and/or his views on the operation of the Department.

ARTICLE 20

SAFETY AND WELFARE

Section 20.1 Safety Policy

The City shall make reasonable provisions for the safety, health and welfare of its employees. The Bargaining Unit agrees to work cooperatively in maintaining safety in the City service.

Section 20.2 Safe Equipment

The City will furnish and will maintain in good working condition, within the limits of its actual knowledge and financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties.

Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City.

The City may require an employee to restore any item lost or damaged due to the employee's recklessness. Willful destruction of any tools, clothing, facilities, supplies or equipment shall be grounds for disciplinary action which may lead to suspension or dismissal from service. In addition the City shall have the right to recover from the employee the cost of the item(s) so willfully destroyed.

Section 20.3 Safety Committee

All employees who are titled "foreman" and or "lead linemen" may be required to be members of and to participate in the City's Safety Committee.

The Safety Committee shall be responsible to develop safety policies and procedures for City operations, for the approval of the City Manager, which, upon approval shall have the full force and effect of any other rule or regulation established by the City.

ARTICLE 21

LABOR MANAGEMENT CONFERENCE

Section 21.1 General

In the interest of effective communications, either party may at any time, request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested, unless mutually agreed otherwise by the parties.

The provisions of this Section may be revised and/or otherwise altered only by mutual consent of the parties.

Section 21.2 Purpose of Meeting

The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement.
- B. Notify the Bargaining Unit of changes made by the City which affect employees.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Bargaining Unit representative the opportunity to share the view of employees and/or make suggestions on subjects of interest to the employees.
- F. Discuss ways to increase productivity and improve efficiency.
- G. Consider and discuss health and safety matters relating to employees.

Section 21.3 Number of Attendees

There shall be no more than five (5) representatives for each party in attendance at the Labor-Management Conference. No less than three (3) employee representatives will attend said Conference unless a waiver has been signed by two (2) Bargaining Unit officers.

Section 21.4 Limits of Purposes of Meetings

Such Labor Management conferences are not intended to be negotiation sessions to effect changes in the Agreement, nor is either party obligated to act upon any issue raised at such sessions. However, should an agreement for action be reached at such conference, both parties agree to abide by such agreement to the best of their abilities.

ARTICLE 22

UNEMPLOYMENT COMPENSATION

Section 22.1 General

Employees shall be provided unemployment compensation coverage to the extent required by law.

ARTICLE 23

PENSION FUND

Section 23.1 General

Employees shall be provided coverage under the Public Employees Retirement System as required by law.

ARTICLE 24

SEVERANCE PAY

Section 24.1 General

Upon retirement, death, resignation, or termination, employees shall be paid for all accumulated but unpaid vacation, holidays, regular pay and overtime pay, or compensatory time due and owed to them as of their last date of employment. In case of death, the above payments shall be made to the employee's estate or designated survivor.

ARTICLE 25

HOURS OF WORK FOR EMPLOYEES

Section 25.1 General

The standard normal work week for all employees shall be forty (40) hours, exclusive of lunch or other meal periods. The City will use its best efforts to schedule employees' days off such that the days off are contiguous.

Section 25.2 Work Week Defined

The work week is considered to be from Monday to Monday at 0001 hours.

Section 25.3 Hours of Work – Clarification

For the purposes of this Article, hours of work shall include any approved time off. This Article is intended to define the normal hours of work in effect at the time of execution of this Agreement. These hours are the basis for computing overtime. This paragraph shall not be construed as a guarantee of work per day or per week.

Section 25.4 Paid Lunch Periods

If the City determines that any employee is required to remain at the work site for the entire length of a period of eight (8) hours or more, then the employee shall be permitted a one half (1/2) hour paid lunch break during said period, provided the employee shall make himself available to respond to work demands during the lunch period if the need arises.

Section 25.5 Rest Periods

The appropriate Department Head, in his sole discretion, may schedule up to two (2) rest periods during each work day which is scheduled to last eight (8) hours or more. Each rest period shall be taken at the work site, and shall in no circumstances exceed fifteen (15) minutes in length from the time productive work ceases until it begins again. Rest periods may not be scheduled or taken in the first one and one-half (1½) hours of the work day.

ARTICLE 26

OVERTIME

Section 26.1 General

It is an essential aspect of employment with the City that all employees make themselves available for overtime work. Employees who do not make themselves available and/or who otherwise refuse to work overtime on a regular or repeated basis or during emergencies (declared or otherwise) when requested to do so, and who do not have a bona fide reason for such unavailability and/or refusal, may be subject to disciplinary action, including dismissal.

All work performed in excess of the regular forty (40) hour work week, shall be overtime and shall be compensated at the rate of one and one-half (1½) times the regular rate of pay, except as provided below.

Flexible Work Schedule

An employee who is scheduled to work what would normally be a defined period of overtime on either Saturday or Sunday may opt to deduct an equivalent number of hours from his normal workweek provided the deduction occurs during the same week. This decision is subject to management's approval contingent on operational needs.

Management has the right to send any employee home if that employee has worked sixteen (16) continuous hours or any combination in Section 26.4. Management also has the right to have the employee report late to his regular duty day.

Section 26.2 Call In Procedure

Employees are required to provide the City with a telephone number.

When an employee is required to and does report back to work at a time not contiguous to his regular scheduled work shift, he shall be guaranteed a minimum of two (2) hours pay. However, additional callouts during any two (2) hour callout period will not result in additional guaranteed two (2) hour minimum pay (no pyramiding).

Except as may be provided by a standby rotation schedule, the opportunity and/or requirement to work unscheduled time will be distributed as equally as possible, after taking into consideration the qualifications of employees, to perform the work required.

Section 26.3 Specially Scheduled Shifts

In a department where there is a need to fill vacancies in specially scheduled shifts, there shall be a posting for sign up by those qualified employees in that department. Such signups for specially scheduled shifts will be posted for a minimum of twenty four (24) hours, whenever possible.

In the event that an insufficient number of qualified employees in that department signs up for the specially scheduled shift, it shall be available to qualified

employees from outside that department. In the event that an insufficient number of qualified employees overall signs up for the specially scheduled shift, the least senior qualified employee(s) first from the affected department and then from outside that department shall be required to work the specially scheduled shift.

However, an employee on standby shall not be required to work specially scheduled shifts but may sign up for specially scheduled shifts for a maximum of eight (8) hours in a twenty four (24) hour period. For the purpose of this Section, divisions/sections within the Operations Department (Water Distribution, Streets & Sewer, Refuse, Recycling, Construction, Maintenance and Garage) shall be treated as individual departments.

Section 26.4 Flex Time

Once an employee achieves forty (40) hours of active pay status, he may request that management deem his normal workweek complete. Management's decision shall be contingent upon operational needs.

Section 26.5 Double Time/Overtime Hours

Double time is earned under any of the following conditions:

- 1) Any time worked over sixteen (16) contiguous hours;
- 2) Any time worked over sixteen (16) hours without a six (6) hour break;
- 3) Any time worked over eight (8) consecutive hours after your regular forty (40) hour work week;
- 4) All non-scheduled overtime hours worked on a holiday.

Section 26.6 Paid Meal Period and Meal

Except as specifically modified by this article, the City Meal Policy may be modified from time-to-time.

When an employee is called upon to work during the following conditions:

- 1.) Employee is asked to work four (4) hours or more contiguous to his regular eight (8) hour work shift.
- 2.) Employee is called upon to work during his off-duty hours and that period of work lasts five (5) hours.

In each of the above situations, the employee will be entitled to a paid one-half (1/2) hour meal period and will also be entitled a meal expense. Meal expenses will be provided at the per diem rate of twelve dollars (\$12.00) without necessity of receipt.

Should the above situation occur for an employee on standby, the same policy will exist. In addition, if the employee is required to work for a period not less than four (4) hours prior or proceeding his other regular eight (8) hour work period, they shall be entitled to the same one half (1/2) hour paid meal period and meal at twelve dollars (\$12.00).

Section 26.7 Mutual Aid Pay

Any Electric Department employee called upon and responding to mutual aid assignment will receive compensation at 1½ times their regular rate of pay for the initial eight (8) hours of work and all hours of work thereafter shall be paid at two (2) times their regular rate. Time worked shall include travel time and all hours actually worked while on mutual aid assignment.

ARTICLE 27

DISCOUNTED ADMISSION FEES

Section 27.1 Discounted Admission Fees

Each Bargaining Unit Member and members of his immediate family, shall be admitted to all City recreation programs and activities, and shall be entitled to purchase memberships at the Swimming Pool for one-half (1/2) of the amount which otherwise would be charged for the program, activity or membership. However, this benefit shall not apply to daily admission to the Municipal Swimming Pool.

For the purposes of this Article, the term "immediate family" shall mean the employee's spouse, minor children and minor stepchildren.

ARTICLE 28

COMPENSATORY TIME

Section 28.1 General

Employees shall have the option of overtime pay or compensatory time off in lieu of overtime pay for hours worked in an overtime status, subject to the following maximum limits:

<i>Department</i>	<i>Maximum # of Hours</i>
Operations	80
Electric	80
Water & Wastewater	80
Parks & Recreation	80

Section 28.2 Submission in Writing

All requests for credit of compensatory time must be submitted in writing during the pay period in which the overtime was worked. Such request shall show the date and time when compensatory time was earned and a brief description of the activity.

Section 28.3 Rate of Credit of Compensatory Time

Compensatory time shall be credited at the appropriate overtime rate (either one and one-half (1-1/2) rate or double rate) for each hour of authorized overtime worked.

Section 28.4 Rules

Compensatory time off shall be subject to advance approval by the employee's supervisor. Not less than one quarter (1/4) hour of compensatory time shall be taken off on any one (1) day.

Section 28.5 Advance Approval Required

No compensatory time will be credited unless the overtime hours worked are authorized in advance by the appropriate supervisor. Employees shall not be eligible for compensatory time credit for any hours for which they were otherwise compensated.

Section 28.6 Conversion to Overtime Pay

Any employee shall be permitted to transform accumulated compensatory hours into overtime payment, in minimum blocks of eight (8) hours, upon twenty-eight (28) days' notice to the Payroll Department of the City. The twenty-eight (28) day notice requirement shall be waived in the case of termination of employment with the City or promotion to a position outside the bargaining unit.

ARTICLE 29

MISCELLANEOUS REQUIREMENTS

Section 29.1 Residency Requirements

Residency requirements shall be in accordance with the City's Personnel Code or other legislation or lawful agreements entered into by the City. All employees of the City are required to reside within Henry County, Ohio or within an adjacent county, thereto within this state. The Appointing Authority will make reasonable determination of the residency utilizing the following factors among others: the physical location where the employee has telephone service, the physical location where the employee entertains friends, eats meals, and maintains furniture and clothes, and the physical location where residency is declared as such by the employee on his or her voter registration.

Section 29.2 Replacement of Personal Items

If an employee's eyeglasses, contact lenses, dentures, hearing aid or artificial limb is destroyed or lost as a result of the employee performing his assigned job duties, the City may, if, in the City's sole discretion, the employee was acting in good faith and was performing his job in a safe and appropriate manner, assist the employee in the replacement of said personal item.

The assistance in replacement shall be limited to the prorated remaining expected useful life of the item in question. The employee shall be required to provide proof of the original date of purchase of the item in question, together with a copy of the invoice for the replacement item. For the purposes of this Article the following will be used as the expected life of the listed items:

<i>Item</i>	<i>Expected Life (Years)</i>
Eyeglasses	3
Contact Lenses	3
Dentures	5
Hearing Aid	5
Artificial Limb	10

Section 29.3 Licenses, Reimbursement, Suspension or Revocation

The City shall pay for or reimburse the renewal of licenses that the City deems in its sole discretion, to be in its interest to maintain.

If a license is required as part of an employee's job description, and the employee has that license suspended, the employee may be subject to layoff for the period of suspension.

If a license is required as part of an employee's job description, and the employee has that license revoked, the employee may be subject to otherwise permanent layoff in accordance with the Article 15, "Layoff and Recall Procedures". Only in the event that suitable employment is available in the City that would not require a license, would the employee be eligible for recall.

Notwithstanding Article 15, "Layoff and Recall Procedures", employees laid off in accordance with this article shall not be allowed to displace other bargaining unit employees.

Nothing herein restricts the Employer's right to bring disciplinary action in accordance with Article 11, Disciplinary Procedures.

Section 29.4 Operator's License/CDL

Certain positions with the City require that the Employee obtain and maintain a commercial driver's license (CDL), as required by law. Under no circumstances shall an employee be permitted to operate a City vehicle requiring a CDL unless the employee possesses a valid driver's license and a valid Commercial Driver's License.

It is the employee's responsibility to notify the Employer prior to performing any work for the City, but no later than twenty-four (24) hours after his license is suspended, revoked or cancelled, or if he is disqualified from driving. An employee who has his CDL suspended, cancelled or revoked shall be subject to disciplinary action.

Any employee occupying a position for which a CDL is required shall be considered unable to continue to fill such position if he is unable to obtain the required license, fails to properly renew his CDL, or has his CDL suspended or revoked.

In the event that an employee loses their driver's license or CDL, or their driving privileges are totally suspended by the State of Ohio, and the employee remain available to work, they shall continue to receive their current rate of pay for up to thirty (30) calendar days. Thereafter, the employee may be subject to demotion, layoff, suspension, or termination at the discretion of the City Manager.

The Department of Transportation, Federal Highway Administration rules on "Controlled Substances and Alcohol Use and Testing" (49 CFR 3 82) shall apply to all CDL holders in the bargaining unit. The procedures for testing are contained in the Department of Transportation "Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40).

ARTICLE 30

MISCELLANEOUS DEDUCTIONS

Section 30.1 Miscellaneous Deductions

The City shall continue to make deductions as requested by employees for U.S. Savings Bonds, Deferred Compensation, Credit Bargaining Unit and United Way, to the extent these programs continue to be made available to all other City employees.

Section 30.2 PEOPLE Deductions

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Bargaining Unit's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Bargaining Unit of an individual written authorization card voluntarily executed by the employee.

The Contribution amount will be certified to the Employer by the Bargaining Unit. Monies deducted shall be remitted to the Bargaining Unit within five (5) to fifteen

(15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P O BOX 65334, Washington DC, 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had Bargaining Unit dues deducted and the list of employees who had fair share fees deducted. A copy of this list must also be sent to AFSCME, Toledo Region 420 S. Reynolds Road, Toledo, Ohio 43615.

An employee shall have the right to revoke any such authorization by giving written notice to the Employer and the Bargaining Unit at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 31

BARGAINING UNIT LEAVE

Section 31.1 Bargaining Unit Leave

Employees will be allowed a total of three (3) Bargaining Unit Leave days during each calendar year in accordance with the provisions of this Article. Bargaining Unit Leave Days may not be accumulated from year to year. Such Bargaining Unit Leave Days may only be used for the following events:

- A. AFSCME Ohio Educational Conference
- B. AFSCME Ohio Council 8 Convention
- C. AFSCME International Convention
- D. AFSCME Ohio Legislative Political Action Conference
- E. AFL -CIO Convention

The employee shall notify the City in writing at least two (2) weeks in advance of Bargaining Unit Leave. No more than one (1) employee within a Department may be on Bargaining Unit Leave at any given time.

Any employee taking Bargaining Unit Leave shall utilize vacation, compensatory time or Personal Day(s) for Bargaining Unit Leave.

ARTICLE 32

CITY OBSERVED LEGAL HOLIDAYS AND PERSONAL HOLIDAYS

Section 32.1 Eligibility

The provisions of this Article shall apply only to employees who are hired on a full time permanent basis.

To become eligible for holiday pay, the employee must work the full last scheduled work day prior to, and the full next scheduled work day after, each of the City observed legal holidays listed unless the employee was otherwise in active pay status.

Section 32.2 Effects on Vacations and Days Off

When one (1) of the City observed legal holidays falls within an eligible employee's approved vacation period, he shall be entitled to holiday pay in lieu of his vacation pay. Employees who work on any of the City observed legal holidays listed shall receive eight (8) hours holiday pay, plus one and one-half (1 1/2) times their regular rate of pay for all time actually worked.

When one (1) of the City observed legal holidays falls on a scheduled day off, the employee may elect to receive the pay or to bank the holiday.

Section 32.3 Observance Days

For employees who have a regular work schedule other than Monday to Friday, the observance of the holiday shall be on the day of such holiday as printed in the schedule below. For those employees whose regular schedule is Monday to Friday, City observed legal holidays that fall on a Saturday will be observed on Friday, and City observed legal holidays that fall on Sunday will be observed on Monday.

Section 32.4 Schedule of City Observed Legal Holidays

The following are the paid City observed legal holidays:

January 1, Good Friday (being the Friday immediately prior to Easter Sunday), Memorial Day (being the last Monday in May), July 4, Labor Day (being the first Monday in September), Thanksgiving (being the fourth Thursday in November), December 25, and an additional floating holiday as specified below:

If December 25th is Sunday, then December 25th will be recognized on December 26th and an employee shall also receive December 27th as the additional floating holiday.

If December 25th is Monday, then an employee shall also receive December 26th as the additional floating holiday.

If December 25th is Tuesday, then an employee shall also receive December 24th as the additional floating holiday.

If December 25th is Wednesday, then an employee shall also receive the day after Thanksgiving as the additional floating holiday.

If December 25th is Thursday, then an employee shall also receive December 26th as the additional floating holiday.

If December 25th is Friday, then an employee shall also receive December 24th as the additional floating holiday.

If December 25th is Saturday, then December 25th will be recognized on December 24th and an employee shall also receive December 23rd as the additional floating holiday.

Section 32.5 Failure to Work on Holiday

Employees who are scheduled to work on a designated City observed legal holiday and do not report for work on the holiday shall not be entitled to holiday pay unless their reason for not reporting would ordinarily be acceptable under the applicable provisions of this Agreement.

Section 32.6 Personal Holidays

Personal Holidays may be taken on any work day chosen by the employee and approved in advance by the employee's supervisor. During the first calendar year of employment, the number of personal holidays, or portion thereof, shall be prorated based upon the month in which the employee is hired; and an employee hired on December 1 or later shall have no personal holidays for that year. Such personal holidays must be taken prior to the last day of the last complete pay period of the calendar year or they will be lost and cannot be accumulated.

Employees shall receive Personal Holidays as follows:

1 – 5 years	Four (4) Personal Holidays *
6 – 24 years	Five (5) Personal Holidays
25+ years	Six (6) Personal Holidays

ARTICLE 33

VACATIONS

Section 33.1 Vacation Entitlement Schedule

Employees who have been hired on a full time permanent basis are entitled to vacation with pay after one (1) year continuous service with the City. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

LENGTH OF SERVICE COMPLETED	MAXIMUM VACATION ACCRUED PER YEAR	BIWEEKLY ACCRUALS
1 Year but Less Than 8 Years	2 Weeks	3.077/pay
8 Years But Less Than 12 Years	3 Weeks	4.616/pay
12 Years or More	4 Weeks	6.154/pay

Section 33.2 Scheduling of Vacations -General

Vacation will be arranged to give consideration to the desire of the employee to the extent possible in line with their seniority and, at the same time, which will not interfere with City operations. All employees eligible for vacation must take their vacation except as otherwise specified in this Article.

Section 33.3 Vacations to be Taken During Year After Earned

Generally vacation leave shall be taken by an employee between the year in which it is accrued and the next anniversary date of employment. The City may permit an employee to accumulate vacation from year to year. The application for leave carryover must be submitted in the City Manager's office for approval no later than fifteen (15) days prior to the anniversary date; and any carryover not approved would be cashed out at the current rate.

Section 33.4 Full Time Requirement for Eligibility for Vacation

Only full time employees will earn or be granted vacation leave.

Section 33.5 When Accrued

Vacation leave is accrued while in active pay status but is not accrued while performing overtime or time spent on authorized unpaid leave of absence. Employees shall receive a pro-rated share of vacation accrual for partial biweekly periods spent in active pay status.

ARTICLE 34

APPLICATIONS FOR TIME OFF

Section 34.1 Scheduling of Time Off

The following guidelines will be followed when applying for and authorizing time off. Vacation, holidays, personal days, and compensatory time are considered time off. Any and all combinations of the above may be used when applying for time off.

<i>Number of Days Requested</i>	<i>Minimum Notice</i>	<i>Cannot Be Bumped After</i>
Less than 5 days	7 days	7 day minimum notice period has expired
5 plus days	35 days	35 day minimum notice period has expired

Priority for time off within the above categories will be determined by seniority from an employee's most recent employment date. The minimum notice date given above shall also be deemed to be the application date for the purposes of this section, regardless of when the application for time off is actually received, for purposes of comparisons for seniority rights.

Alternative guidelines to the above may be developed from time to time by the mutual consent of both parties to this Agreement.

Exceptions to minimum notice may be permitted if no schedule change is needed to accommodate such exceptions, or for exceptional circumstances subject to the approval of the Department Head.

Authorization of time off is subject to available personnel, and the recognized City objective of minimizing overtime paid.

Section 34.2 Time Off Usage

Each employee may use vacation, personal time and compensatory time in no less than one-quarter (1/4) hour increments.

ARTICLE 35

SICK LEAVE

Section 35.1 Crediting of Sick Leave

Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave up to a maximum yearly accumulation of one hundred twenty (120) hours, but not during a leave of absence, suspension, or layoff. Unused sick leave shall accumulate without limit.

Section 35.2 Retention of Sick Leave

An employee hired after the effective date of this Agreement who transfers from a public agency shall retain credit for any sick leave earned at that agency, so long as he is employed by the City, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from public employment shall be placed to his credit upon his re-employment in the City provided that such re-employment takes place within ten (10) years of the date on which the employee was last separated from public employment.

Sick leave transferred in from another public agency may be used only to extend sick leave coverage while in the employment of the City, and only after all sick leave earned at the City has been exhausted.

Sick leave transferred in from another public agency may not be used in computing sick leave conversion for retirement or additional vacation leave purposes.

Section 35.3 Expiration of Sick Leave

If illness or disability continues beyond the time covered by earned sick leave, the employee may apply for a disability separation or a personal leave in accordance with this Agreement.

Section 35.4 Charging of Sick Leave

Sick leave shall be charged in minimum units of fifteen (15) minutes. An employee shall be charged for such leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 35.5 Uses of Sick Leave

- A. Sick leave shall be granted to an employee only upon approval of the City and for the following reasons:
 - 1.) Illness, injury, medical examination or treatment of the

employee during non-working hours. The employee shall be required to produce satisfactory documentation that any medical examination or treatment could not be scheduled during non-working hours.

- 2.) Illness, injury, medical examination or treatment of a member of the employee's immediate family which requires the care and attendance of the employee. The employee shall be required to produce satisfactory documentation that the medical examination or treatment could not be scheduled during non-working hours.
- 3.) Affliction of a member of the immediate family with a contagious disease such that the presence of the employee at his job would jeopardize the health of others due to the nature of the contagious disease.
- 4.) Pregnancy and/or childbirth and other conditions related thereto.

B. For the purpose of this Section, immediate family shall include the employee's father, mother, spouse, child, stepchild in residence or other person whom the employee stands in "Loco Parentis". The immediate family illness provision shall be for a limited period of time (not to exceed three (3) days) to enable the employee to secure other arrangements for the care of the member of his immediate family, except as may be approved by the City Manager in his discretion in unusual and exceptional circumstances.

Section 35.6 Notification By Employee

When an employee is unable to report to work, he shall notify his immediate supervisor, or other designated person, fifteen (15) minutes before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or other arrangements have been made in advance with the supervisor.

Section 35.7 Abuse of Sick Leave

Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in denial of pay to cover the day(s) in question and may result in disciplinary action up to and including dismissal. If pay has been received for sick leave for which there was no entitlement, the City shall have the right to recover from the employee any money wrongly paid.

Sick pay is not to be made to any employee as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs, or alcoholic beverages, or while committing a criminal action. This provision shall not apply to sick leave used for the purposes of bona fide drug treatment, alcohol treatment or mental health treatment programs.

Section 35.8 Evidence Required for Sick Leave Usage

Any employee requesting sick leave shall furnish a satisfactory written signed statement to justify the use of sick leave.

If medical attention is required, a certificate from a physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action, including dismissal.

Section 35.9 Physician Statement

Employees on sick leave on more than two (2) consecutive working days shall be required to furnish a certificate from a physician notifying the City that the employee is unable to perform the job, and may be required to present a like certificate from a physician upon the employee's return to work indicating his fitness and ability to perform the job.

In addition, employees shall also be required to furnish a certificate from a physician for each illness of less than three (3) days duration for each occasion which exceeds four (4) occasions per calendar year for which no physician's certificate was presented.

Exceptions may be made to the limits listed above in certain circumstances, and only upon advance written approval of the Department Head and the City Manager.

Employees may be required to furnish a certificate from a physician for each illness of less than three (3) days duration if the City has reasonable suspicion that sick leave abuse is occurring or will occur.

Where sick leave is requested to care for a member of the immediate family, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 35.10 Physical Examination

The City may require an employee to take an examination, conducted by a physician, to determine the employee's physical or mental capability to perform the job. If determined incapable of doing so as a result of such examination, the employee may be placed on paid leave of absence, unpaid leave of absence, or disability separation. The cost of such examination shall be paid by the City. Further appeal of the determination shall follow the procedure outlined in Article 17.

Section 35.11 Retirement Sick Leave Conversion

Unless otherwise approved by the City Manager at the request of the employee, any bargaining unit employee who retires (PERS) after ten (10) years of continuous service with the City or who dies in service after five (5) years of continuous service with the City shall be compensated for accumulated, but unused, sick leave at the time of retirement or death in the form of a lump sum payment in the following manner:

A. One (1) day's pay for every three (3) days of accumulated but unused sick leave.

- B. Such lump sum payment shall reduce to zero (i.e. Eliminate) the employee's sick leave credit.

An employee's "daily base rate" or "day's pay" shall be figured by dividing the employee's annual base rate at the time of retirement by 2080 hours and multiplying that base hourly rate figure by eight (8) hours.

The death benefit payment shall be made to the beneficiary designated by the employee in writing on a form provided by the City. In the event that there is no such valid designation, the payment shall be made to the employee's estate upon application of the legal representative thereof.

- C. Transfer of Sick Leave – An employee who formerly worked for another public agency in Ohio, shall be given credit for any accumulated but unused sick leave provided that the employee was hired by the city within ten (10) years of the date on which the employee was last terminated from public service, and further provided that deduction from such sick leave credit shall be made for any payment or credit given by the previous agency in lieu of taking sick leave.

Transferred Sick Leave may be used to extend sick leave coverage while in the employment of the City, and only after sick leave earned at the City has been exhausted; further, unless otherwise provided, such transferred sick leave may not be used in computing sick leave payout at retirement or additional (sick leave conversion) vacation leave purposes.

Section 35.12 Sick Leave Conversion to Vacation Hours

An employee with a sick leave balance in excess of nine hundred and sixty hours (960) may use a portion of such excess sick leave as vacation time by converting three (3) sick leave days for each one (1) day of vacation time. An employee may convert up to a maximum of fifteen (15) such excess sick leave days per calendar year. However, such conversion shall not be permitted if payment of overtime to another employee becomes necessary as a result.

ARTICLE 36

BEREAVEMENT LEAVE

Section 36.1 General

A full time permanent employee shall be granted a leave of absence with pay to attend the funeral of a member of his immediate family. Such leave of absence will be granted between the day of death until and including the day of the funeral, not to exceed three (3) calendar days and shall not be charged against the employee's accumulated sick leave.

Section 36.2 Notification Requirements

The employee must notify his supervisor of the purpose of his absence as soon as possible but not later than one (1) hour prior to his scheduled starting time on the employee's first day of such absence from scheduled duty. The employee may be asked to provide to the Department Head verification of the death, relationship, and funeral date.

Section 36.3 Immediate Family Defined

Immediate family shall be defined as the employee's grandparents, brother, sister, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, spouse, child, stepchild, grandchild, or legal guardian.

A full time permanent employee shall be granted a one (1) day leave of absence with pay to attend the funeral of a brother-in-law, sister-in-law, aunt or uncle or the spouse's grandparents, subject to the provisions of Section 36.2.

Section 36.4 Additional Leave

Additional leave may be granted at the discretion of the Department Head, for travel or such other related purposes, with such additional leave days being deducted from the employee's accumulated vacation, compensatory time, personal holiday or sick leave balance at the employee's discretion. Alternatively, the employee may elect to take the leave unpaid

ARTICLE 37

INJURY LEAVE

Section 37.1 Procedure After Injury

Any employee who suffers an injury received in the course of and arising out of his employment or who contracts an occupational disease in the course of his employment and is determined to be temporarily totally disabled by the Ohio Bureau of Workers' Compensation as a result of such injury or occupational disease, shall be entitled to injury leave, according to the following plan:

Employee reports injury to their supervisor within 24 hours. Employee seeks medical treatment from Henry County Hospital or a medical provider certified with the Ohio Bureau of Workers' Compensation. Employee completes all necessary paperwork i.e. First Report of Injury (FROI-1).

A. Wage Continuation

If it is determined that the injury requires the employee to be off work, **Wage Continuation** (regular wages) shall be granted by the Department of Human Resources for up to ninety (90) calendar days. Wage Continuation qualifications are as follows:

The injury or illness must be determined to be compensable by the City of Napoleon, or in the case of dispute, the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).

Competent medical proof of disability must be provided via Form C-84 or Physician's Update and Physical Capabilities form. The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable.

The employee must complete a FROI-1 (First Report of Injury) application and sign a wage agreement, medical release and an election form. The City of Napoleon reserves the right to have the employee examined by a physician of its choice at the City of Napoleon's cost to confirm the medical diagnosis and/or the period of disability. Failure to submit to examination will result in termination of wage continuation benefits.

Wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of workers' compensation lost time benefits, subject to the following limitations:

1. Attending physician releases employee to return to work.
2. Employee returns to work for another employer. Employee fails to return to a transitional "limited duty" assignment consistent with his/her medical restrictions as approved by the injured workers' treating physician.
3. Employee fails to appear for employer-sponsored medical examination.
4. Employee has reached maximum recovery and/or the condition has

become permanent.

5. The claim is found to be fraudulent after payment has been commenced.
6. The injured worker attempts to collect both wage continuation and temporary total compensation.
7. Employment termination.
8. Violation of any company policy or guideline.

At the expiration of the Wage Continuation, if the employee is still unable to work, the employee may elect to apply for Temporary Total Disability payments from the Ohio Bureau of Workers' Compensation or use accumulated sick or other accrued time.

Employee whose injury has been determined to be temporarily totally disabled by the Ohio Bureau of Workers' Compensation will continue to be covered by the City's Health Plan for up to one (1) year.

Employees approved injury time shall be counted concurrently with the FMLA.

B. Transitional Work Program

The employee may be able to return to work under the City's Transitional Work Program. This program works to minimize the impact of an injury, illness, or disability on an employee's capacity to work safely and productively, as well as to serve as a benefit to protect the employability of workers with restrictions; moreover, it's a program that involves an early intervention process requiring the timely utilization of internal and external services and interventions. The program focuses on early return to work strategies designed to control lost time and disability costs and requires joint employee and management involvement, support and accountability. Specific policies and procedures related to this program have been adopted by City Council.

At the conclusion of a twelve (12) month period, the employee shall either return to work, if determined to be able to perform the job, or shall be separated from City service, and may only be reinstated in accordance with Section 37.2 below.

Section 37.2 Reinstatement After Injury or After Separation Due to Injury

An employee who is absent due to Injury Leave as defined in Section 37.1 above, or who has been separated from service due to injury or physical disability incurred in the performance of duty, may be reinstated only through the application for reinstatement after disability procedure outlined in Article 17, provided that such application shall be filed not later than the earliest of the following:

- A. Twenty-four (24) months after the injury occurred, or,
- B. Twelve (12) months after separation from service under the provisions of Section 37.1 of this Article, or,
- C. The date of service eligibility retirement.

Section 37.3 Payment of Accumulated Sick Leave

Any employee who is permanently separated from City service due to a service related disability compensated by the Ohio Bureau of Workers Compensation or the Public Employees Retirement System Fund, as a result of a bodily injury received in the line of duty, shall receive a lump sum payment for one half (1/2) of his accumulated but unused sick leave. The designated beneficiary of any employee who dies as a direct and proximate result of such an injury shall receive payment for the full balance of the accumulated but unused sick leave.

ARTICLE 38

TRAVEL ALLOWANCE

Section 38.1 Mileage Allowance

Any employee requested by the City to use his private vehicle in the course of his employment shall receive a mileage allowance in accordance with the IRS standard then in effect for all City employees.

ARTICLE 39

UNIFORMS AND EQUIPMENT

Section 39.1 General

The City shall provide, at its cost an adequate supply of uniforms or other means of identification to meet the needs and requirements of the position.

Section 39.2 Acceptable Use

The employees shall wear the uniforms at work. Employees may wear the uniforms on their way to and from work unless otherwise mandated by Federal, State, or Local guidelines. The employee shall not wear the uniform at any other times. The replacement or repair of uniforms damaged either intentionally and/or as the result of carelessness or the gross negligence of the employee shall be at the sole cost of the employee.

Section 39.3 Outer Wear

Effective January 1, 2015, each employee shall be eligible to receive, once per calendar year, a reimbursement of up to \$150.00 for purchases of outer wear that an employee utilizes in the performance of their outdoor duties.

Articles reimbursed remain the property of the employee. The City shall not be responsible for theft, damage, care or replacement of such articles.

ARTICLE 40

EDUCATIONAL BENEFITS

Section 40.1 General

Each employee may be provided with opportunity, as approved by the City Manager, to attend schooling, certification, or recertification programs required to maintain the present level of services provided by the City. The City shall pay necessary expenses including tuition and text books. Lodging, meals, and mileage shall be paid for out-of-town schooling with approval of the City. Schooling shall ordinarily be scheduled such that overtime is not required. Any overtime requests shall have the advance approval of the City Manager.

The cost of the first attempt by an Employee to obtain a specific license, certification, or recertification shall be paid by the City without regard to whether the Employee passes the course or testing required for such license, certification, or recertification. The Employee shall bear the cost of subsequent attempts to pass. In the event the Employee subsequently passes, the City shall reimburse the Employee the cost of the last (passing) course and/or test fee. The Employee must provide receipts in order to receive reimbursement.

Section 40.2 Additional Education

Employees shall be eligible to receive an amount not to exceed Four Hundred Dollars (\$400.00) as reimbursement for cost of seminars, correspondence or other job related courses approved by the City Manager and taken on other than City time and at other than City expense. This shall be based upon the course taken and successfully passed. Application for such reimbursement shall be submitted by the employee to the City Manager for approval or disapproval prior to the beginning of the schooling. The request shall include all relevant dates showing the content of the schooling to be taken and its relationship to the employee's job. If approved, the reimbursement shall be made following the employee's submission of documentation to the City Manager showing that he has successfully passed the courses taken. Reimbursement for college courses shall follow the City's Employment Policy Manual, that section incorporated by reference into this document and as may be amended from time-to-time.

ARTICLE 41

LIFE INSURANCE

Section 41.1 Life Insurance

A death benefit in the amount of Twenty Thousand Dollars (\$20,000), in accordance with the terms of a term life insurance policy, shall be paid to the designated beneficiary of an employee of the City who has been hired on a full time permanent basis, upon death, providing such death occurs after the employee has completed thirty (30) days from the date of employment and the first of the month thereafter. Each employee shall furnish the City with a beneficiary designation. In the event the employee has failed to designate a beneficiary, then the benefit shall be made to his estate, upon the application of the legal representative. The City will provide a Certificate of Insurance to each employee.

ARTICLE 42

HEALTH INSURANCE

Section 42.1 Hospital and Medical Benefits

The City shall provide group health insurance coverage for each employee as determined by the City of Napoleon's Health Care Cost Committee, in accordance with Appendix A, the by-laws of the Committee.

Section 42.2 Leaves of Absence -Continuation of Premiums

Upon the written request of an employee on leave of absence, the City will continue the employee's coverage under the Group Life, and Health Insurance plans, and will pay its share of the premiums for such plans in accordance with the provisions of Section 42.1 of this Article for the balance of the month in which the leave begins. On the first day of the month following the commencement of the employee's leave of absence, the employee will then and thereafter be solely responsible for the payment of all subsequent such premiums.

Where a conflict may exist between the provisions of this section and the "Family Medical Leave Act" (FMLA), the FMLA shall prevail.

ARTICLE 43

RETIREMENT CONTRIBUTION PICK-UP

Section 43.1 Salary Reduction Method

Subject to the approval of the I.R.S., the City agrees to maintain the current designated pickup plan for the employee's contributions to the Public Employee's Retirement System. The plan will use the salary reduction method of deducting the employees' contributions from the employees' gross wages to arrive at an adjusted gross wage for tax purposes. As a condition of maintaining said plan, all employees shall be required to participate in any such pickup plan.

ARTICLE 44

LONGEVITY PAY PLAN

Section 44.1 Schedule Of Longevity Payments

Longevity payments shall be made, as an addition to base wage, to all permanent, full-time qualified employees who shall have completed at least five (5) years of continuous service with the City. For the purposes of this particular benefit, authorized unpaid leave of absence shall not be construed as an interruption in continuous service. Longevity payments shall be based on the years of service of the employee and the amount of payment shall be in accordance with the following schedule:

Employees hired prior to December 1, 2010 shall be eligible for longevity as set forth in the table below. Employees hired on or after December 1, 2010 shall not be eligible for longevity payments.

	Parks & Rec Worker I	Parks & Rec Asst. Dir.	Laborer	MSW I
After 5 Years of Service	\$300.00	\$350.00	\$350.00	\$400.00
After 7 Years of Service	\$448.00	\$520.00	\$520.00	\$596.00
After 9 Years of Service	\$596.00	\$690.00	\$690.00	\$792.00
After 11 Years of Service	\$744.00	\$860.00	\$860.00	\$988.00
After 13 Years of Service	\$892.00	\$1,030.00	\$1,030.00	\$1,184.00
After 15 Years of Service	\$1,040.00	\$1,200.00	\$1,200.00	\$1,380.00
After 17 Years of Service	\$1,188.00	\$1,370.00	\$1,370.00	\$1,576.00
After 19 Years of Service	\$1,336.00	\$1,540.00	\$1,540.00	\$1,772.00
After 21 Years of Service	\$1,484.00	\$1,710.00	\$1,710.00	\$1,968.00
	Parks & Rec Worker II	Auto Mechanic Helper	Parks & Rec Worker III	WW Treatment Operator I
After 5 Years of Service	\$400.00	\$425.00	\$450.00	\$450.00
After 7 Years of Service	\$599.00	\$638.00	\$668.00	\$672.00
After 9 Years of Service	\$798.00	\$851.00	\$886.00	\$894.00
After 11 Years of Service	\$997.00	\$1,064.00	\$1,104.00	\$1,116.00
After 13 Years of Service	\$1,196.00	\$1,277.00	\$1,322.00	\$1,338.00
After 15 Years of Service	\$1,395.00	\$1,490.00	\$1,540.00	\$1,560.00
After 17 Years of Service	\$1,594.00	\$1,703.00	\$1,758.00	\$1,782.00
After 19 Years of Service	\$1,793.00	\$1,916.00	\$1,976.00	\$2,004.00
After 21 Years of Service	\$1,992.00	\$2,129.00	\$2,194.00	\$2,226.00
	Wtr Treatment Operator 1	MSW II	Apprentice Lineman	Parks & Rec Foreman
After 5 Years of Service	\$450.00	\$475.00	\$500.00	\$500.00
After 7 Years of Service	\$672.00	\$703.00	\$741.00	\$745.00
After 9 Years of Service	\$894.00	\$931.00	\$982.00	\$999.00
After 11 Years of Service	\$1,116.00	\$1,159.00	\$1,223.00	\$1,235.00
After 13 Years of Service	\$1,338.00	\$1,387.00	\$1,464.00	\$1,480.00
After 15 Years of Service	\$1,560.00	\$1,615.00	\$1,705.00	\$1,725.00
After 17 Years of Service	\$1,782.00	\$1,843.00	\$1,946.00	\$1,970.00
After 19 Years of Service	\$2,004.00	\$2,071.00	\$2,187.00	\$2,215.00
After 21 Years of Service	\$2,226.00	\$2,299.00	\$2,428.00	\$2,460.00

	Community Service Foreman	Meter Reader	Groundman	Electric Dept. Storeroom Attn
After 5 Years of Service	\$500.00	\$500.00	\$525.00	\$525.00
After 7 Years of Service	\$745.00	\$745.00	\$780.00	\$780.00
After 9 Years of Service	\$990.00	\$990.00	\$1,035.00	\$1,035.00
After 11 Years of Service	\$1,235.00	\$1,235.00	\$1,290.00	\$1,290.00
After 13 Years of Service	\$1,480.00	\$1,480.00	\$1,545.00	\$1,545.00
After 15 Years of Service	\$1,725.00	\$1,725.00	\$1,800.00	\$1,800.00
After 17 Years of Service	\$1,970.00	\$1,970.00	\$2,055.00	\$2,055.00
After 19 Years of Service	\$2,215.00	\$2,215.00	\$2,310.00	\$2,310.00
After 21 Years of Service	\$2,460.00	\$2,460.00	\$2,565.00	\$2,565.00
	Recycling Foreman	MSW III	Water Treatment Operator II	WW Treatment Operator II
After 5 Years of Service	\$550.00	\$550.00	\$550.00	\$550.00
After 7 Years of Service	\$816.00	\$816.00	\$820.00	\$820.00
After 9 Years of Service	\$1,082.00	\$1,082.00	\$1,090.00	\$1,090.00
After 11 Years of Service	\$1,348.00	\$1,348.00	\$1,360.00	\$1,360.00
After 13 Years of Service	\$1,614.00	\$1,614.00	\$1,630.00	\$1,630.00
After 15 Years of Service	\$1,880.00	\$1,880.00	\$1,900.00	\$1,900.00
After 17 Years of Service	\$2,146.00	\$2,146.00	\$2,170.00	\$2,170.00
After 19 Years of Service	\$2,412.00	\$2,412.00	\$2,440.00	\$2,440.00
After 21 Years of Service	\$2,678.00	\$2,678.00	\$2,710.00	\$2,710.00
	Water System Tech I	Automotive Mechanic	Maintenance Serviceman	Lineman Second Class
After 5 Years of Service	\$550.00	\$575.00	\$575.00	\$575.00
After 7 Years of Service	\$820.00	\$853.00	\$853.00	\$857.00
After 9 Years of Service	\$1,090.00	\$1,131.00	\$1,131.00	\$1,139.00
After 11 Years of Service	\$1,360.00	\$1,409.00	\$1,409.00	\$1,421.00
After 13 Years of Service	\$1,630.00	\$1,687.00	\$1,687.00	\$1,703.00
After 15 Years of Service	\$1,900.00	\$1,965.00	\$1,965.00	\$1,985.00
After 17 Years of Service	\$2,170.00	\$2,243.00	\$2,243.00	\$2,267.00
After 19 Years of Service	\$2,440.00	\$2,521.00	\$2,521.00	\$2,549.00
After 21 Years of Service	\$2,710.00	\$2,799.00	\$2,799.00	\$2,831.00

	Electric Eng. Tech	Operations Lead Worker	Maintenance Foreman	Serviceman
After 5 Years of Service	\$600.00	\$600.00	\$675.00	\$625.00
After 7 Years of Service	\$890.00	\$890.00	\$1,005.00	\$927.00
After 9 Years of Service	\$1,180.00	\$1,180.00	\$1,335.00	\$1,229.00
After 11 Years of Service	\$1,470.00	\$1,470.00	\$1,665.00	\$1,531.00
After 13 Years of Service	\$1,760.00	\$1,760.00	\$1,995.00	\$1,833.00
After 15 Years of Service	\$2,050.00	\$2,050.00	\$2,325.00	\$2,135.00
After 17 Years of Service	\$2,340.00	\$2,340.00	\$2,655.00	\$2,437.00
After 19 Years of Service	\$2,630.00	\$2,630.00	\$2,985.00	\$2,739.00
After 21 Years of Service	\$2,920.00	\$2,920.00	\$3,315.00	\$3,041.00
	Head Mechanic	Wtr Treatment Operator III	WWT Operator III	Water System Tech II
After 5 Years of Service	\$675.00	\$650.00	\$650.00	\$650.00
After 7 Years of Service	\$1,005.00	\$966.00	\$966.00	\$966.00
After 9 Years of Service	\$1,335.00	\$1,282.00	\$1,282.00	\$1,282.00
After 11 Years of Service	\$1,665.00	\$1,598.00	\$1,598.00	\$1,598.00
After 13 Years of Service	\$1,995.00	\$1,914.00	\$1,914.00	\$1,914.00
After 15 Years of Service	\$2,325.00	\$2,230.00	\$2,230.00	\$2,230.00
After 17 Years of Service	\$2,655.00	\$2,546.00	\$2,546.00	\$2,546.00
After 19 Years of Service	\$2,985.00	\$2,862.00	\$2,862.00	\$2,862.00
After 21 Years of Service	\$3,315.00	\$3,178.00	\$3,178.00	\$3,178.00
	Head Greenskeeper	Water Dist. Foreman	Street & Sewer Foreman	Construction Foreman
After 5 Years of Service	\$675.00	\$675.00	\$675.00	\$675.00
After 7 Years of Service	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00
After 9 Years of Service	\$1,335.00	\$1,335.00	\$1,335.00	\$1,335.00
After 11 Years of Service	\$1,665.00	\$1,665.00	\$1,665.00	\$1,665.00
After 13 Years of Service	\$1,995.00	\$1,995.00	\$1,995.00	\$1,995.00
After 15 Years of Service	\$2,325.00	\$2,325.00	\$2,325.00	\$2,325.00
After 17 Years of Service	\$2,655.00	\$2,655.00	\$2,655.00	\$2,655.00
After 19 Years of Service	\$2,985.00	\$2,985.00	\$2,985.00	\$2,985.00
After 21 Years of Service	\$3,315.00	\$3,315.00	\$3,315.00	\$3,315.00

	Lineman First Class	Lead Lineman	Substation Maintenance Specialist
After 5 Years of Service	\$725.00	\$825.00	\$825.00
After 7 Years of Service	\$1,085.00	\$1,236.00	\$1,236.00
After 9 Years of Service	\$1,445.00	\$1,647.00	\$1,647.00
After 11 Years of Service	\$1,805.00	\$2,058.00	\$2,058.00
After 13 Years of Service	\$2,165.00	\$2,469.00	\$2,469.00
After 15 Years of Service	\$2,525.00	\$2,880.00	\$2,880.00
After 17 Years of Service	\$2,885.00	\$3,291.00	\$3,291.00
After 19 Years of Service	\$3,245.00	\$3,702.00	\$3,702.00
After 21 Years of Service	\$3,605.00	\$4,113.00	\$4,113.00
	Collection System Technician I	Collection System Technician II	Sanitation Foreman
After 5 Years of Service	\$550.00	\$650.00	\$575
After 7 Years of Service	\$820.00	\$966.00	\$850
After 9 Years of Service	\$1,090.00	\$1,282.00	\$1,125
After 11 Years of Service	\$1,360.00	\$1,598.00	\$1,400
After 13 Years of Service	\$1,630.00	\$1,914.00	\$1,675
After 15 Years of Service	\$1,900.00	\$2,230.00	\$1,950
After 17 Years of Service	\$2,170.00	\$2,546.00	\$2,225
After 19 Years of Service	\$2,440.00	\$2,862.00	\$2,500
After 21 Years of Service	\$2,710.00	\$3,178.00	\$2,775

ARTICLE 45

WAGES

A. Mission Statement - The parties agree that, in order to attract and retain quality employees, a market value analysis shall be done to ensure equitable pay rates for all Bargaining Unit positions. It is not the intent of the parties to reduce any pay scales that may be higher than the current market value at the time of the review.

B. Meeting 1 - The parties agree that they shall meet no later than January 1, 2018 to review all Bargaining Unit positions. On said date, the parties agree to the following:

1. Agree on three (3) like sized comparable communities with similar services provided within the State Employee Relations Board (SERB) district for Water Treatment/Distribution, Wastewater Treatment/Collection, Parks & Recreation/Cemetery, and Operations.
2. Agree on three (3) like sized comparable American Municipal Power (AMP) communities with similar services provided within Ohio and reference American Public Power Association (APPA) Salary Survey Report based on revenue and customer size for Electric Department positions.

C. Meeting 2 - The parties agree that they shall meet no later than March 1, 2018 to review all Bargaining Unit positions in order to ensure equitable pay rates for those positions. On said date, the parties agree to the following:

1. All data collected prior to March 1, 2018 shall be shared and reviewed by both parties.
2. If there are not three (3) comparables for each position, those specific positions will be identified and comparables will be agreed upon by both parties.
3. The parties agree to meet as often as necessary to achieve the goals outlined in the Mission Statement.

D. Conclusion - All positions affected by the review shall have a revised pay scale effective the first pay period of 2019. Any additional increase shall be applied after the one percent (1%) across the board adjustment.

Effective December 19, 2016, pay steps A through D shall be increased by			2%				
Title	Code	Former Class	A	B	C	D	E
2017				7.25%	7.25%	7.25%	
Laborer	0	8	10.70	11.46	12.33	13.22	15.22
Electrical Engineering Technician	184	21	18.20	19.53	20.96	22.48	24.48
Head Greenskeeper	225	24	20.75	22.22	23.85	25.59	27.59
Parks and Recreation Assistant Director	231	8	10.70	11.46	12.33	13.22	15.22
Parks and Recreation Worker 1	240	8	10.70	11.46			
Parks and Recreation Worker II	245	12	12.52	13.43	14.42	15.46	17.46
Parks and Recreation Worker III	246	15	14.18	15.26	16.31	17.49	19.49
Parks and Recreation Foreman	250	17	20.75	22.22	23.85	25.59	27.59
Community Service Worker Foreman	255	17	15.39	16.50	17.71	18.99	20.99
Automotive Mechanic Helper	305	17	15.39	16.50			
Automotive Mechanic	315	20	17.45	18.71	20.08	21.55	23.55
Head Mechanic	320	24	20.75	22.22	23.85	25.59	27.59
Water Distribution System Foreman	411	24	20.75	22.22	23.85	25.59	27.59
Meter Reader	415	17	15.39	16.50	17.71	18.99	20.99
Water System Technician I	420	21	18.20	19.53	20.96		
Water System Technician II	421	23	19.87	21.29	22.81	24.48	26.48
Collection System Technician I			18.20	19.53	20.96		
Collection System Technician II			19.87	21.29	22.81	24.48	26.48
Apprentice Water Treatment Plant			14.18	15.26	16.31		
Water Treatment Plant Operator I	445	18	15.99	17.23			
Water Treatment Plant Operator II	450	21	18.20	19.53	20.96		
Water Treatment Plant Operator III	455	23	21.29	22.81	24.48	26.27	28.27
Apprentice Wastewater Treatment Pl			14.18	15.26	16.31		
Wastewater Treatment Plant Operator I	465	18	15.99	17.23			
Wastewater Treatment Plant Operator II	470	21	18.20	19.53	20.96		
Wastewater Treatment Plant Operator III	472	23	21.29	22.81	24.48	26.27	28.27
Electric Service Worker	544	18	15.99	17.23	18.46	19.81	21.81
Groundman	545	18	15.99	17.23	18.46	19.81	21.81
Apprentice Lineman	546	20	17.45	18.71			
Serviceman	547	22	19.03	20.40	21.89	23.45	25.45
Lead Line Clearance Worker			19.03	20.40	21.89	23.45	25.45
Line Clearance Worker			12.52	13.43	14.42	15.46	17.46
Lineman Second Class	560	22	19.03	20.40	21.89	23.45	25.45
Lineman First Class	565	26	22.64	24.25	26.00	27.91	29.91
Lead Lineman	568	29	25.87	27.70	29.72	31.89	33.89
Substation Maintenance Specialist			25.87	27.70	29.72	31.89	33.89
Substation Technician			22.64	24.25	25.99	27.91	29.91
Municipal Service Worker I	620	15	14.18	15.24			
Municipal Service Worker II	625	17	15.39	16.50	17.71		
Municipal Service Worker III	630	19	16.75	17.97	19.26	20.66	22.66
Maintenance Serviceman	635	20	17.45	18.71	20.08	21.55	23.55
Maintenance Foreman	640	24	20.75	22.22	23.85	25.59	27.59
Operations Lead Worker	645	21	18.20	19.53	20.96	22.48	24.48
Streets and Sewer Foreman	656	24	20.75	22.22	23.85	25.59	27.59
Construction Foreman	657	24	20.75	22.22	23.85	25.59	27.59
Recycling Foreman	658	19	16.75	17.97	19.26	20.66	22.66
Sanitation Foreman			18.47	19.80	21.21	22.76	24.76

Column E is for those employees hired after 12-1-2010 on their 27th anniversary date. Step E represents a \$2.00 increase over Step D

Effective December 18, 2017, pay steps A through D shall be increased by			2%					
Title	Code	Former	A	B	C	D	E	
2018		Class		7.25%	7.25%	7.25%		
Laborer	0	8	10.91	11.69	12.58	13.48	15.48	
Electrical Engineering Technician	184	21	18.56	19.92	21.38	22.93	24.93	
Head Greenskeeper	225	24	21.16	22.66	24.32	26.10	28.10	
Parks and Recreation Assistant Director	231	8	10.91	11.69	12.58	13.48	15.48	
Parks and Recreation Worker 1	240	8	10.91	11.69				
Parks and Recreation Worker II	245	12	12.77	13.70	14.71	15.77	17.77	
Parks and Recreation Worker III	246	15	14.46	15.56	16.64	17.84	19.84	
Parks and Recreation Foreman	250	17	21.16	22.66	24.32	26.10	28.10	
Community Service Worker Foreman	255	17	15.70	16.83	18.06	19.37	21.37	
Automotive Mechanic Helper	305	17	15.70	16.83				
Automotive Mechanic	315	20	17.80	19.08	20.49	21.98	23.98	
Head Mechanic	320	24	21.16	22.66	24.32	26.10	28.10	
Water Distribution System Foreman	411	24	21.16	22.66	24.32	26.10	28.10	
Meter Reader	415	17	15.70	16.83	18.06	19.37	21.37	
Water System Technician I	420	21	18.56	19.92	21.38			
Water System Technician II	421	23	20.27	21.71	23.26	24.97	26.97	
Collection System Technician I			18.56	19.92	21.38			
Collection System Technician II			20.27	21.71	23.26	24.97	26.97	
Apprentice Water Treatment Plant			14.46	15.56	16.64			
Water Treatment Plant Operator I	445	18	16.31	17.57				
Water Treatment Plant Operator II	450	21	18.56	19.92	21.38			
Water Treatment Plant Operator III	455	23	21.71	23.26	24.97	26.79	28.79	
Apprentice Wastewater Treatment Pl			14.46	15.56	16.64			
Wastewater Treatment Plant Operator I	465	18	16.31	17.57				
Wastewater Treatment Plant Operator II	470	21	18.56	19.92	21.38			
Wastewater Treatment Plant Operator III	472	23	21.71	23.26	24.97	26.79	28.79	
Electric Service Worker	544	18	16.31	17.57	18.83	20.20	22.20	
Groundman	545	18	16.31	17.57	18.83	20.20	22.20	
Apprentice Lineman	546	20	17.80	19.08				
Serviceman	547	22	19.41	20.81	22.33	23.92	25.92	
Lead Line Clearance Worker			19.41	20.81	22.33	23.92	25.92	
Line Clearance Worker			12.77	13.70	14.71	15.77	17.77	
Lineman Second Class	560	22	19.41	20.81	22.33	23.92	25.92	
Lineman First Class	565	26	23.10	24.73	26.52	28.47	30.47	
Lead Lineman	568	29	26.38	28.26	30.32	32.52	34.52	
Substation Maintenance Specialist			26.38	28.26	30.32	32.52	34.52	
Substation Technician			23.10	24.73	26.51	28.47	30.47	
Municipal Service Worker I	620	15	14.46	15.54				
Municipal Service Worker II	625	17	15.70	16.83	18.06			
Municipal Service Worker III	630	19	17.08	18.33	19.64	21.07	23.07	
Maintenance Serviceman	635	20	17.80	19.08	20.49	21.98	23.98	
Maintenance Foreman	640	24	21.16	22.66	24.32	26.10	28.10	
Operations Lead Worker	645	21	18.56	19.92	21.38	22.93	24.93	
Streets and Sewer Foreman	656	24	21.16	22.66	24.32	26.10	28.10	
Construction Foreman	657	24	21.16	22.66	24.32	26.10	28.10	
Recycling Foreman	658	19	17.08	18.33	19.64	21.07	23.07	
Sanitation Foreman			18.84	20.19	21.63	23.21	25.21	

Column E is for those employees hired after 12-1-2010 on their 27th anniversary date. Step E represents a \$2.00 increase over Step D

Effective December 17, 2018, pay steps A through D shall be increased by			1%				
Title	Code	Former	A	B	C	D	E
2019		Class		7.25%	7.25%	7.25%	
Laborer	0	8	11.02	11.81	12.70	13.62	15.62
Electrical Engineering Technician	184	21	18.75	20.12	21.59	23.16	25.16
Head Greenskeeper	225	24	21.37	22.89	24.57	26.36	28.36
Parks and Recreation Assistant Director	231	8	11.02	11.81	12.70	13.62	15.62
Parks and Recreation Worker 1	240	8	11.02	11.81			
Parks and Recreation Worker II	245	12	12.89	13.84	14.86	15.93	17.93
Parks and Recreation Worker III	246	15	14.61	15.72	16.80	18.02	20.02
Parks and Recreation Foreman	250	17	21.37	22.89	24.57	26.36	28.36
Community Service Worker Foreman	255	17	15.86	17.00	18.24	19.57	21.57
Automotive Mechanic Helper	305	17	15.86	17.00			
Automotive Mechanic	315	20	17.98	19.27	20.69	22.20	24.20
Head Mechanic	320	24	21.37	22.89	24.57	26.36	28.36
Water Distribution System Foreman	411	24	21.37	22.89	24.57	26.36	28.36
Meter Reader	415	17	15.86	17.00	18.24	19.57	21.57
Water System Technician I	420	21	18.75	20.12	21.59		
Water System Technician II	421	23	20.47	21.93	23.50	25.22	27.22
Collection System Technician I			18.75	20.12	21.59		
Collection System Technician II			20.47	21.93	23.50	25.22	27.22
Apprentice Water Treatment Plant			14.61	15.72	16.80		
Water Treatment Plant Operator I	445	18	16.48	17.75			
Water Treatment Plant Operator II	450	21	18.75	20.12	21.59		
Water Treatment Plant Operator III	455	23	21.93	23.50	25.22	27.06	29.06
Apprentice Wastewater Treatment Pl			14.61	15.72	16.80		
Wastewater Treatment Plant Operator I	465	18	16.48	17.75			
Wastewater Treatment Plant Operator II	470	21	18.75	20.12	21.59		
Wastewater Treatment Plant Operator III	472	23	21.93	23.50	25.22	27.06	29.06
Electric Service Worker	544	18	16.48	17.75	19.02	20.41	22.41
Groundman	545	18	16.48	17.75	19.02	20.41	22.41
Apprentice Lineman	546	20	17.98	19.27			
Serviceman	547	22	19.61	21.02	22.55	24.16	26.16
Lead Line Clearance Worker			19.61	21.02	22.55	24.16	26.16
Line Clearance Worker			12.89	13.84	14.86	15.93	17.93
Lineman Second Class	560	22	19.61	21.02	22.55	24.16	26.16
Lineman First Class	565	26	23.33	24.98	26.78	28.75	30.75
Lead Lineman	568	29	26.65	28.54	30.62	32.85	34.85
Substation Maintenance Specialist			26.65	28.54	30.62	32.85	34.85
Substation Technician			23.33	24.98	26.77	28.75	30.75
Municipal Service Worker I	620	15	14.61	15.70			
Municipal Service Worker II	625	17	15.86	17.00	18.24		
Municipal Service Worker III	630	19	17.25	18.52	19.84	21.28	23.28
Maintenance Serviceman	635	20	17.98	19.27	20.69	22.20	24.20
Maintenance Foreman	640	24	21.37	22.89	24.57	26.36	28.36
Operations Lead Worker	645	21	18.75	20.12	21.59	23.16	25.16
Streets and Sewer Foreman	656	24	21.37	22.89	24.57	26.36	28.36
Construction Foreman	657	24	21.37	22.89	24.57	26.36	28.36
Recycling Foreman	658	19	17.25	18.52	19.84	21.28	23.28
Sanitation Foreman			19.03	20.40	21.85	23.44	25.44

Column E is for those employees hired after 12-1-2010 on their 27th anniversary date. Step E represents a \$2.00 increase over Step D

Dual Compensation

Employees working in more than one (1) position in the City, will be paid according to the City's Overtime Pay Agreement for Dual Employment

Section 45.1 Paycheck Distribution

Pay summaries are distributed biweekly. Actual pay will be paid through a direct deposit process, except for special pays as determined by the Finance Director. Employees will be provided with a paystub that reflects items currently on the paystub. See Appendix B.

Section 45.2 Progression In Steps --Current Employees

All current employees employed prior to the date of execution of this Agreement, will, either concurrent with the first complete pay period of 2017, 2018, and 2019 or, on their anniversary date, whichever is applicable, be increased one (1) step in the above pay plan(s) until the maximum pay grade level in their job title is reached, subject to receiving a satisfactory annual performance review evaluation.

Section 45.3 Progression in Steps

New employees hired on or after the date of execution of this Agreement may be hired and placed at a step in the above pay plan(s) as determined at the sole discretion of the City.

New employees hired on or after the date of execution of this Agreement, will, on the employee's anniversary date, be increased one (1) step in the above pay plan(s) until the maximum pay grade level in their job title is reached, subject to receiving a satisfactory annual performance review evaluation.

Steps for promotions, transfers and demotions, effective after the execution of this Agreement, shall be governed by Section 16.3.

Section 45.4 Progression in Ranges

The following classifications shall be considered as progressive positions within the Bargaining Unit and shall be exempt from the promotional provisions of Article 16 entitled "Promotions, Assignments and Transfers".

It is the intent of the parties to this Agreement that employees in the lower ranges listed below shall be eligible for promotion to the next higher range listed upon meeting all requirements for the higher position and upon recommendation of the Department Head and approval of the City Manager.

Parks and Recreation Worker I
Parks and Recreation Worker II
Parks and Recreation Worker III
Automotive Mechanic Helper
Automotive Mechanic
Water System Technician I
Water System Technician II
Apprentice Water Treatment Plant Operator
Water Treatment Plant Operator I
Water Treatment Plant Operator II
Water Treatment Plant Operator III

Apprentice Waste Water Treatment Plant Operator
Wastewater Treatment Plant Operator I
Wastewater Treatment Plant Operator II
Wastewater Treatment Plant Operator III
Apprentice Lineman
Lineman Second Class
Lineman First Class
Lead Lineman
Municipal Service Worker I (within the Operations Department only)
Municipal Service Worker II (within the Operations Department only)
Municipal Service Worker III (within the Operations Department only)
Collection System Technician I
Collection System Technician II

ARTICLE 46

STANDBY PAY

Section 46.1 General

For the purposes of this Article and Agreement "standby" means that the designated qualified employee, shall be on record as available for emergency call outside the standard normal work week as defined in Section 25.2. A new schedule for standby for the next twelve (12) months shall be posted at least four (4) weeks prior to the expiration of the current standby schedule.

- A. Transfer of Standby** - Transfer of Standby would occur at the beginning of the first shift, Monday morning, as defined per Departmental needs.
- B. Communication** - The City shall provide communication tools reasonably necessary to fulfill the standby obligation.
- C. Time Tracking Procedure** – When an employee is on standby, you may check the situation first, if the situation has occurred between your residence and your regular reporting station. If you resolve the situation within two (2) hours or less, you must end the call by punching in and out in a single stop at your regular reporting station. If the situation requires that you stay on the scene for an extended period of time, punch in and out when the work is complete and make a note of the actual hours worked on your payroll time sheet. Have your Department Head approve the handwritten record at the earliest opportunity.

Section 46.2 Standby Pay/Duty -Electric Department

Qualified employee(s), placed on standby duty, shall serve twenty-four (24) hours per day for seven (7) continuous days, which shall be referred to as a standby rotation, in accordance with the following:

Qualified employee(s) who have served a full standby rotation shall receive sixteen (16) hours pay at his regular rate as full allowance therefore.

Unless deemed unqualified by the Superintendent, the following employees shall be included in the standby rotation schedule for the Electric Department:

- A. Lineman Second Class (when the Department Head determines that the employee can do so safely)
- B. Lineman First Class
- C. Lead Lineman

The City may allow qualified, non-Bargaining Unit employees to participate in the Electric standby rotation schedule.

Section 46.3 Standby Pay/Duty -Operations Department

Qualified employee(s) placed on standby duty, shall serve twenty-four (24) hours per day for seven (7) continuous days, which shall be referred to as a standby rotation, in accordance with the following:

Qualified employee(s) who have served a full standby rotation shall receive Sixteen (16) hours pay at his regular rate as full allowance therefore.

Unless deemed unqualified by the Superintendent, the following employees shall be included in the standby rotation schedule for the Operations Department:

- A. All employees of the Water Distribution, Streets & Sewer, Maintenance and Garage

Divisions.

B. No more than one (1) employee will be required to serve the seven (7) continuous days rotation.

The City may allow qualified, non-bargaining unit employees to participate in the Operations Standby Rotation Schedule.

Section 46.4 Standby Pay/Duty -Parks & Recreation

Qualified employee(s), placed on standby duty from the first Monday in April to the last Sunday in October, shall serve from 7:00 a.m. to 11:00 p.m. for seven (7) continuous days, which shall be referred to as a standby rotation, in accordance with the following:

Qualified employee(s) who have served a full standby rotation shall receive seven (7) hours pay at their regular rate as full allowance therefore.

Unless deemed unqualified by the Superintendent, ~~A~~all full time bargaining unit members under the direction of the Parks & Recreation Director shall be included in the standby rotation schedule.

Section 46.5 Standby Pay/Duty – Wastewater Treatment Plant

Qualified employee(s), placed on standby duty, shall serve twenty-four (24) hours for seven (7) continuous days, which shall be referred to as a standby rotation, in accordance with the following:

Qualified employee(s) who have served a full standby rotation shall receive sixteen (16) hours pay at his regular rate as full allowance therefore.

Unless deemed unqualified by the Superintendent, the following employees shall be included in the standby rotation schedule for the Waste Water Treatment Plant, Apprentice Waste Water Treatment Plant Operator, Waste Water Treatment Plant Operator I, II and III. The City may allow qualified, non-Bargaining Unit employees to participate in the Waste Water Treatment Plant standby rotation schedule.

Section 46.6 Standby Pay/Duty – Water Treatment Plant

Qualified employee(s) placed on standby duty, shall serve twenty-four (24) hours for seven (7) continuous days, which shall be referred to as a standby rotation, in accordance with the following:

Qualified employee(s) who have served a full standby rotation shall receive sixteen (16) hours pay at his regular rate as full allowance therefore.

Unless deemed unqualified by the Superintendent, the following employees shall be included in the standby rotation schedule for the Water Treatment Plant: Apprentice Water Treatment Plant Operator, Water Treatment Plant Operator I, II and III. The City may allow qualified, non-Bargaining Unit employees to participate in the Water Treatment Plant standby rotation schedule.

Section 46.7 Overtime Pay While on Standby

Each qualified employee serving standby duty shall be compensated at the appropriate overtime rate of pay for any time actually worked when called out. These sums shall be considered additions and shall be excluded from any and all economic calculations based on wages.

Employees so assigned to Standby duty who are not available to report, do not report when so notified or fail to report within the time set forth in department Work Rules, shall forfeit two (2) hours of standard standby pay for each instance and be subject to disciplinary action.

ARTICLE 47

ACTING TIME

Section 47.1 General

When the City determines it necessary to temporarily assign an employee to work in a higher non-Bargaining Unit classification, or as a Foreman/Lead Lineman with two (2) or more employees under their direction, said employee shall be eligible to receive a rate of pay one dollar (\$1.00) per hour above that which he usually receives. For the purposes of this Article "temporarily" shall mean for a minimum of four (4) hours and shall mean that the employee is available for call as an Employee acting as a higher authority after working hours on any day that he receives Acting Time pay.

Should the employee be called as an Employee acting as a higher authority after working hours while receiving Acting Time pay, he shall be entitled to receive pay for any actual time worked at one and one-half his revised rate of pay which shall include base wage, longevity wage and Acting Time wage.

Section 47.2 Preference for Acting Time

The best qualified employee in the affected Section or Department shall be given the acting time. In the event there are two (2) or more otherwise equally qualified employees, then the most senior shall be given the acting time.

Acting time shall be paid for the actual number of hours worked in the higher classification.

Section 47.3 Required Duties

The employee must be assigned to and must perform functions that are normally performed by the higher classification replaced in order to receive compensation for that time period in accordance with the following.

If an infraction of the Department's Rules and Regulations occurs while an Employee acting as a higher authority is in charge, which may require disciplinary action, the Employee acting as a higher authority shall:

- A. Inform the involved employee of the specific nature of the infraction;
- B. Forward a complete report to the appropriate regular supervisor; and
- C. Take whatever action is necessary to correct and/or relieve the situation at that time.

Any disciplinary action as a result of such employee infractions shall be imposed only by and at the discretion of the appropriate regular supervisor or such other higher authority. If an infraction occurs while an Employee acting as a higher authority is in charge, which necessitates that an employee be relieved from duty due to gross misconduct affecting the safety and welfare of the City, other employees, or other City workers, or the community at large, the Employee acting as a higher authority will relieve the employee from duty immediately, contact the appropriate regular supervisor and/or the next available higher authority, and shall prepare and forward copies of a complete report of the incident to the appropriate regular supervisor and/or the next available higher authority.

ARTICLE 48

WAIVER IN CASE OF EMERGENCY

Section 48.1 General

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the City Manager or, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this Agreement may be temporarily suspended by the City:

- A. Time limits for management's replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 48.2 Grievances During Emergencies

Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they had properly progressed, prior to the emergency.

ARTICLE 49

ATTORNEY REPRESENTATION

Section 49.1 General

The City, upon written request by an employee, shall provide at City expense, for the defense of that employee, in any state or federal court, in any civil action or proceeding to recover damages for injury, death, or loss to persons or property allegedly caused by an act or omission of that employee in connection with a governmental or proprietary function (including, but not limited to the rendering of first aid), if the act or omission occurred or is alleged to have occurred while the employee was acting in good faith, not contrary to applicable laws, rules, regulations, policies, procedures and directives, and not manifestly outside the scope of his employment or official responsibilities.

Upon receipt of such a request, the City shall review the facts of the alleged act or omission giving rise to such action or proceeding and, if it is determined by the City, in its sole and absolute discretion, that the employee acted in good faith, not contrary to applicable laws, rules, regulations, policies, procedures and directives, and not manifestly outside the scope of his employment or official responsibilities, an attorney shall be selected by the City or its insurance provider to represent the employee in such action or proceeding.

Section 49.2 Selection and Appointment of Attorney

When the City has determined to select and appoint an attorney to represent an employee in an action or proceeding as described in Section 49.1 of this Article, but the City or its insurance provider, in its sole and absolute discretion, determines for whatever reason that no member of the City Law Department office can or should represent the employee, the City or its insurance provider shall appoint and pay another attorney to represent the employee.

The employee may suggest names of attorneys whom he wishes to represent him. The City or its insurance provider shall consider such suggested names, but shall have no obligation to select or appoint any attorney from such suggested names. The determination of the attorney to be selected and appointed to represent the employee shall be made by the City or its insurance provider, in its sole and absolute discretion, and that determination shall be final. The employee shall accept such representation of such attorney and, in good faith, shall fully and completely cooperate with such attorney.

ARTICLE 50
ATTENDANCE AT BARGAINING UNIT MEETINGS

Section 50.1 Prohibited Activities

While on duty employees shall not attend Bargaining Unit meetings except as may be otherwise provided in this Agreement.

ARTICLE 51

NO STRIKE OR LOCKOUT

Section 51.1 Interruption of Work Prohibited

It is understood and agreed that the services performed by employees are essential to the public health, safety, and welfare. The Bargaining Unit, therefore, agrees that there shall be no interruption of work, for any cause whatsoever, nor shall there be any work slowdown or other interference with these services for the term of this Agreement.

Section 51.2 Bargaining Unit Disclaimer and Required Bargaining Unit Actions In Strike

When the City notifies the Bargaining Unit that any employees individually or collectively are engaged in any such strike activity, as outlined above, the Bargaining Unit agrees to disclaim approval of the strike and instruct all employees to return to work.

Any employee failing to return to work or who participated in or promotes such strike activities as previously outlined, may be subject to disciplinary action on an individual basis, up to and including dismissal.

Section 51.3 Rights of City During Illegal Strike: Prohibition of Lockouts

Nothing herein shall restrict any statutory rights of the City to act in regard to any illegal strike activity by its employees.

The City agrees that it will not authorize, instigate, cause, aid or condone any lockout of employees, unless those employees shall have violated this Article.

ARTICLE 52

DURATION OF AGREEMENT

Section 52.1 General

- A. This Agreement shall be effective 12:01am December 1, 2016 and shall remain in full force and effect until and through November 30, 2019; provided, however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one (1) party gives written notice to the other party pursuant to Paragraph B of this Section.
- B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt, together with appropriate notification to S.E.R.B. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals in any subject matter not removed by law from the area of Collective Bargaining, and that the understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as provided in Article 42, the City and the employees and the Bargaining Unit, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter even though such subject or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- D. Either party may request in writing of the other party an opportunity to renegotiate a particular term or terms of this Agreement at any time during the life of this Agreement. The party receiving the request shall notify within ten (10) days the party originating the request as to whether negotiations will be reopened.

ARTICLE 53 SIGNATURE PAGE

In Witness Whereof, the parties have agreed hereto and have set their hands this 19th day
of December, 2016.

For the
City of NAPOLEON, Ohio
Local 3859



Mayor




Council President



City Manager

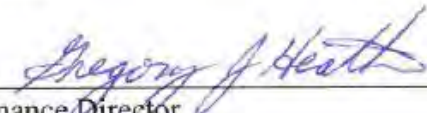
Labor Management Consultant

Approved as to Form & Correctness:



City Law Director

Attest:



Finance Director

For the
Bargaining Unit, AFSCME, Ohio Council 8,



President



Vice-President



Secretary



Treasurer




AFSCME Staff Representative

Bargaining Committee Member

Certificate of Fiscal Officer

The undersigned, being the Clerk of the City of Napoleon, Ohio, its Fiscal Officer, hereby certifies that in the case of this continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance.



Gregory J. Heath
City of Napoleon Clerk

12-20-2016
Date

APPENDIX "A"

Health Care Cost Committee Agreement

COPY

This Agreement, being entered into this 3rd day of January, 2008 in Napoleon, Henry County, Ohio, by and between Local 240 IUPA, AFL-CIO Napoleon Police Officers Association; Local 3363 International Association of Fire Fighters; American Federation of State, County and Municipal Employees, AFL-CIO Local 3859 and the City of Napoleon, Ohio (such City of Napoleon hereafter referred to as "City").

WHEREAS, all parties to this Agreement recognize and acknowledge the significant effect of those health insurance benefits offered by the City to its' employees; and,

WHEREAS, all parties acknowledge and agree that said benefits should be distributed equitably to all employees; and,

WHEREAS, all parties acknowledge and agree that it is in the best interest of both the City and all of its' employees, that all employees are afforded appropriate health insurance; and,

WHEREAS, on 12-4-2000, City Council of Napoleon, Ohio passed Ordinance No. 125-00 authorizing the Health Care Cost Committee (hereinafter called "Committee"); and,

WHEREAS, said Ordinance declared the stated purpose of the Committee is to review and study health care benefit costs of the City as it relates to its employees and propose a plan or system by which such insurance benefits can be addressed, reviewed and the cost thereof kept under reasonable control, including but not limited to consideration of level of benefits, types of coverage and determination of what insurance companies are to be used.

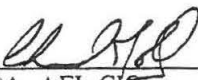
THEREFORE, in consideration of all of the above, each signatory to this Agreement agree to the following:

1. The Committee shall consist of two (2) representatives from each participating collective bargaining unit (as selected by that unit), two (2) representatives from the City's administration unit (as selected by the City Manager [which may include the City Manager]) and two (2) members from the City's non-bargaining personnel unit (as selected by the "Mayor").
2. The Committee will consider those things as stated in the preamble and paragraph 11 of this Agreement. Except as otherwise provided in this Agreement, all actions to be taken by the Committee shall be by unanimous vote of the participating units, with each participating unit having one (1) vote.
3. Each Committee Member shall have an equal right to participate in all activities and issues that come before the Committee, except for regards to voting.
4. A Committee Chairperson shall be selected by a majority vote of all members to this Committee currently serving at the time of said selection. The Chairperson's duties

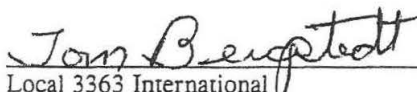
be presented by either the Unit or the City in that Units' negotiations unless notification prior to the sixty (60) days has occurred.

14. All signatory to this Agreement consent and agree, that upon the withdrawal of any signatory from the Committee, those health insurance benefits in effect on the date of withdrawal from the Committee shall be in full force and effect for the withdrawing Unit until that Unit's Collective Bargaining Agreement expires or any time of extension on the Collective Bargaining Agreement expires. In such case, the City wishes to withdraw, then the Committee will be considered to be terminated and those health insurance benefits in effect on the date of the termination of the Committee shall remain in full force and effect until each Unit's Collective Bargaining Agreement in effect at that time expires or any time of extension on the Collective Bargaining Agreement expires.
15. Upon the withdrawal of any Unit signatory to this Agreement, a quorum shall be reduced accordingly.

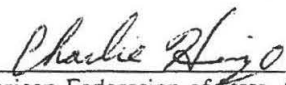
Signatory Unit Representatives:



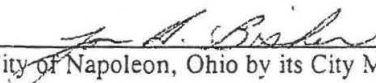
Local 240 IUPA, AFL-CIO
Napoleon Police Officers Association



Local 3363 International
Association of Fire Fighters

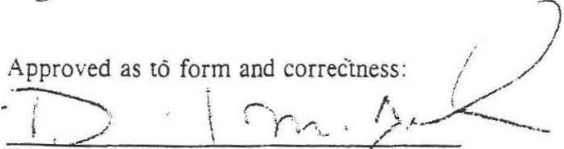


American Federation of State, County and
Municipal Employees, AFL-CIO Local 3859



City of Napoleon, Ohio by its City Manager

Approved as to form and correctness:



David M. Grahn, City Law Director

health care comm L:\LAW\tonus\wordpro\lawdirec\policies\administration 11/13/2000 11:25 AM

Appendix B

NO: 0001 JANE A. DOE			21001	PAY PERIOD		PAY DATE 01-01-2017	
ANNIVERSARY/ HIRE DATE 01-01-2000				FROM:	01-01-17	TO:	01-01-17
AMOUNT EARNED THIS PAY PERIOD				DEDUCTIONS FROM PAY			
TYPE	HOURS	RATE	AMOUNT	DED	AMOUNT	YTD- AMT	
REG	0.00	0.00	0.00	PERS- DEFERRED RETI	0.00	0.00	
				MEDICAL PREMIUM	0.00	0.00	
TOTAL HOURS		0.00		FEDERAL WITHHOLDING	0.00	0.00	
				OHIO STATE TAX	0.00	0.00	
				NAPOLEON CITY TAX	0.00	0.00	
				MEDICARE	0.00	0.00	
				TOTAL DEDUCTIONS	0.00		
				DIRECT DEPOSIT	0.00	0.00	
GROSS PAY EARNED			0.00	GROSS PAY DISTRIBUTION		0.00	
YTD GROSS PAY EARNED			0.00				
			USED THIS PAY	EARNED THIS PAY	BALANCE		
VACATION PRESENT BALANCE			0.00	0.00	0.00		
VACATION FUTURE BALANCE			0.00	0.00	0.00		
PERSONAL BALANCE			0.00	0.00	0.00		
SICK BALANCE			0.00	0.00	0.00		
COMP BALANCE			0.00	0.00	0.00		
CITY OF NAPOLEON, OHIO 255 W. RIVERVIEW AVENUE PO BOX 151 NAPOLEON, OHIO 43545-0151							
DEPOSITED IN YOUR ACCOUNT				01-01-2017	\$0.00		
EMPLOYEE NAME EMPLOYEE ADDRESS EMPLOYEE CITY, STATE, ZIP							