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AGREEMENT BETWEEN

THE CITY OF MIDDLETOWN, OHIO

AND

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

LOCAL #856-A

October 1, 2018 – September 30, 2019

(MIDDLETOWN TRANSIT EMPLOYEES, I.E., BUS DRIVERS)

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ARTICLE 1 – AGREEMENT

THIS AGREEMENT is made and entered into by and between **THE CITY OF MIDDLETOWN, OHIO** (hereinafter called the “City” or “Employer” or “Management”) and **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME, OHIO COUNCIL 8), AFL-CIO** (hereinafter referred to as “Union” or “AFSCME”) acting herein on behalf of the Employees of the City, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the “Employees”.

ARTICLE 2 – WITNESSETH

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

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

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

ARTICLE 3 – RECOGNITION

The Union, Ohio Council #8, American Federation of State, County and Municipal Employees, AFL-CIO and Local 856-A, American Federation of State, County and Municipal Employees, AFL-CIO is hereby recognized as the sole and exclusive bargaining representative of a bargaining unit, certified by the State Employment Relations Board, consisting of all employees of the City of Middletown Transit System, excluding all confidential employees, management-level employees, part-time employees and supervisors as defined in the Act; in all matters of wages, hours of work, and other conditions of employment, and the continuation, modification or deletion of an existing provision of this collective Agreement. These items are subject to collective bargaining between the City and the Union.

The City will not recognize any other Union or union-like organization as the representative for any AFSCME Local #856-A bargaining unit employee.

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

ARTICLE 4 – NO DISCRIMINATION

There shall be no discrimination against any employee because of race, religion, national origin, sex or age. Words used in this Agreement in the masculine gender will be read and construed in the feminine gender as well.

ARTICLE 5 – MANAGEMENT RIGHTS

The Union recognizes the rights of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the power or authority which the City has not abridged, delegated or modified by this Contract and such powers or authority are retained by the City. These management rights include, but are not limited to the following:

- A. To utilize all personnel, methods, procedures, and means in the most appropriate and efficient manner possible.
- B. To manage and direct all its Employees.
- C. To hire, schedule, promote, transfer, assign, train or retrain all Employees.
- D. To suspend, demote, discharge, or take other appropriate disciplinary action against Employees for just cause.
- E. To determine the shift schedules, days and composition of the work force and to layoff Employees.
- F. To determine the shift schedules, days and starting and quitting times.
- G. To determine the mission of the City and the methods and means necessary to efficiently fulfill the mission including: the transfer, alteration, curtailment, or discontinuance of any services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the performance of services.
- H. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.
- I. Contracting and Subcontracting – AFSCME recognizes the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested exclusively in the City. If operations are contracted or subcontracted, then the City shall negotiate the effects of the contracting or subcontracting upon the Employees.

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

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

ARTICLE 6 – DUES DEDUCTION

A. Members shall be permitted to pay dues on a weekly basis through payroll deductions.

B. Upon presentation of a written deduction card signed by the Employee and submitted by the Union Treasurer, the Employer will cause the deduction of the periodic dues, initiation fees and assessments per union owed by the Employee to the Union and forward the same to the Union.

C. Each remittance shall be accompanied by the following alphabetical list: 1) For Employees for which deductions were made, the name, social security number of the Employee and the amount deducted. 2) The Employer shall notify the Union of any membership withdrawal.

D. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages and expenses sustained by reason of any action taken under this Article.

E. The Employer shall be relieved from making such check off deductions upon:

- (1) termination of employment, or
- (2) permanent transfer to a job other than one covered by the bargaining unit, or
- (3) lay off from work, or
- (4) an agreed leave or absence.

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

ARTICLE 7 – UNION ACTIVITY AND VISITATION

A. Upon reasonable notification to a management representative on the premises, a non-employee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union and/or Employees for the purpose of administering this Agreement, providing that the Employer's operation shall not be impaired.

B. No Union business may be conducted during work time without the prior approval of the head of the department, or designee, Lead Bus Driver or as otherwise provided herein.

ARTICLE 8 – REPRESENTATIVES

A. The Union shall have the right to elect stewards from the Middletown Transit System (MTS) to represent the employees in such matters that may arise in the division.

B. The union shall select from the bargaining unit one Negotiating Committee Representative.

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

D. Unless otherwise provided in this Agreement, the Committee member(s) and, where applicable, steward(s), shall be afforded such time off with pay during regular working hours as may be required to attend meetings with Management.

ARTICLE 9 – MODIFICATION AND SEPARABILITY

A. The Employer and the Union for the term of this Agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions by a letter of understanding.

B. Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Further, in the event of such a decision a meeting shall be scheduled between the City and the Union within fifteen (15) calendar days of knowledge of such court decision to negotiate a change in the affected provision(s).

In the event the parties cannot negotiate a change in said provision(s) within 30 days following knowledge of such court decision, the issue shall, upon request of either party, be submitted to and finally resolved by arbitration.

ARTICLE 10 – DISCIPLINE

A. An Employee may be disciplined for just cause.

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

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

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

- (a) Written notice be given to the employee of the charges against him and the evidence upon which they are based within ten (10) working days of the conclusion of management's initial investigation of the alleged incident. Management's initial investigation (criminal investigations excluded) shall be concluded within thirty (30) days.
- (b) A reasonable amount of time before the hearing so the employee can prepare a defense or explanation.
- (c) A pre-disciplinary hearing be conducted before the Department Head or designee. The employee shall be afforded, at the hearing, a fair opportunity to be heard in opposition to the charges against him including the right to question witnesses.
- (d) The employee has a right to have with him Union representation.
- (e) The employee shall be informed of the department head's decision and the reason for it in writing.

(3) The employee has the right to appeal disciplinary action through the grievance procedure. A grievance based upon disciplinary action shall be initiated at Step 3 of the grievance procedure.

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

(5) For the sole purposes of discipline, grievance and arbitration procedure, spoken and written reprimands shall be removed from the employee's file after twelve (12) months and all other disciplinary action shall be removed from such consideration after thirty six (36) months, provided that in each of the above the employee has not had a reoccurrence of the problem.

ARTICLE 11 – GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

(2) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Contract or addendum to this Contract nor to rule on any matter except which this Contract is in full force and effect between the parties. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case the grievance will be denied.

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

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

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

(6) In cases of alleged errors in pay, the City shall not be required to pay back wages for pay periods prior to the time the employee seeks to have the error adjusted. The employee must seek such an adjustment during the pay period immediately following the pay period in which the alleged error occurred. In order to have any pay dispute resolved by the grievance procedure, the employee must file his grievance at the Department Director's office within three (3) working days after receipt of the pay on which the error was to be adjusted or within three (3) working days of written notification that no adjustment would be made.

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

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

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

E. The City is authorized to pay grievance settlements.

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

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

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

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

ARTICLE 12 – PROBATIONARY EMPLOYEES

A. Newly hired Employees shall be considered probationary for a period not to exceed (180) calendar days.

B. During the probationary period, the Employer, subject to applicable Civil Service laws, rules and regulations, may discharge any probationer at will and such discharge or

other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

C. All promotions within the unit described in this Agreement shall be probationary for a period of (180) calendar days. Prior to the expiration of the promotional probationary period, the Employer, subject to applicable Civil Service laws, rules and regulations, may demote the probationer to the position from which the probationer was promoted and such demotion shall not be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 13 – SENIORITY

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

When an Employee has ended his service with the City as described in (C) below, and returns, he shall have his employment seniority adjusted to reflect prior service with the City. All hours of service prior to an Employee's most recent date of hire, for which payroll has been posted, shall be considered in determining an Employee's adjusted employment seniority date; provided, however, that all nonproductive time (i.e., any time for which an Employee is compensated but not required to work, and any time for which an Employee is in a non-pay status, including, for example, sick leave, vacation, injury leave, leave of absence, military leave, holidays, jury duty, compensatory time, and dock time) shall not be considered in determining an Employee's employment seniority date.

B. Classification seniority shall be defined as the uninterrupted length of service in any one (1) classification within the department.

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

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

D. If the daily operation of twelve (12) hours is increased, the Employee shall meet with the Employee organization to bargain the effects of such increase in operations on the Employee's terms and conditions of employment.

ARTICLE 14 – TEMPORARY RECLASSIFICATION

A. When it is necessary to temporarily fill a higher classification, for any reason, with an Employee from a bargaining unit classification, and when that Employee satisfactorily performs the complete duties of the higher level position for a continuous period of four (4) hours or more, except for training, such Employee shall be compensated, during the entire period of continuous temporary assignment, at the beginning step of the higher

classification, calculated on an hourly basis, or at a rate of 4.7% greater than the regular step of the Employee, whichever is greater.

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

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

D. Temporary assignments to higher positions, as outlined herein, do not count in any way toward regular or permanent status in such higher positions.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

A. Effective January 1, 1986, the workweek of all Employees covered by this Agreement will be forty (40) hours per week with work schedules and starting times to remain flexible based on the needs of the Employer.

B. (1) An Employee whose regularly scheduled workday consists of 10-1/4 hours or less, and who works in excess of their regularly scheduled shift in one day or an Employee working in excess of forty (40) hours in one week, as defined by The Fair Labor Standards Act, as amended, provided that holidays, funeral leave and injury leave for which the Employee is paid shall be counted in the forty (40) hours, shall, as determined by the Employee, either be paid time and one-half his regular rate or receive compensatory time off on the basis of one and one-half hours off for each hour of overtime worked.

Time off to use earned compensatory time will be granted within sixty (60) days of the request made by the Employee. When compensatory time is used, it shall not count as hours worked during the applicable work period for purposes of determining overtime. No Employee shall be permitted to accrue more than two hundred forty (240) hours of unused compensatory time and any Employee who has accrued unused compensatory time to the two hundred forty (240) hour limit shall be paid in cash for accrued compensatory time, he shall be paid at the Employee's regular rate at the time of payment. Upon termination of employment, unused compensatory time shall be paid at the Employee's average regular rate for the last

three (3) years of employment or the Employee's final regular rate, whichever is higher.

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

(3) An Employee who has been scheduled to work a split shift shall be entitled to work the second four hours, if those hours become available, before a part-time replacement is called in. An Employee who works a split shift shall receive a split shift premium of \$0.60/hour for all hours worked on the second portion of the split shift.

(4) When the assignment of overtime becomes necessary, as decided by the City in its sole discretion, the City shall equalize those assignments among the various members of the bargaining unit. The City may require any bargaining unit employee to perform overtime work. The Division of Transit shall keep a list of Employees and amount of overtime hours worked. All refused overtime hours will be charged as if worked. This list shall be available at the appropriate work site January 1 of each year and updated weekly thereafter.

(5) Any time for which an Employee is required to arrive before his shift and/or remain after his shift shall be considered hours worked for which he shall be compensated at the appropriate rate.

(6) The bargaining unit Employees shall be paid weekly.

(7) Bargaining unit Employees shall have free parking privileges at a City owned parking lot near the bus terminal.

(8) Employees working a twelve (12) hour shift shall receive an additional thirty (30) minute paid break.

(9) Any Employee who has been notified to report to work outside his regularly scheduled shift shall, unless he has been properly notified not to report, receive three (3) hours work or pay in lieu thereof. All call-outs shall be compensated at the time and one half rate.

(10) Employee's may trade days or shifts (1 shift equals 4 hours) as long as the supervisor has been notified of the trade at least one (1) day in advance. Employees may trade routes at any time. An Employee not reporting on a day or shift he has agreed to cover as a result of a trade, except for approved absences, will not be paid for the time he agreed to cover and may be disciplined for such. The City reserves the right to deny any trades in the case of an emergency. All Employees will be required to drive each route once each month.

ARTICLE 16 – PAID AND UNPAID LEAVE

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

A. Maternity Leave. An Employee may take sick leave for pregnancy, childbirth, and related medical conditions. Sick leave shall be used only for that period in which the Employee is unable to work because of her pregnancy, recovery from childbirth, or related medical conditions. Upon request of the Employer, the Employee shall provide a statement by her attending physician stating that the Employee is unable to work and the projected date on which she will be able to return to work. In addition, the Employee may use any accrued vacation leave, compensatory time, sick days or holidays. An additional leave for parental or child care leave without pay must be requested under the provisions of (C) below.

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

C. Other Leaves. Leaves of absence with or without pay or benefits for other reasons may be granted at the sole discretion of the Employer.

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

E. Benefits and insurance will not accrue during any period of unpaid leave exceeding two (2) consecutive weeks, unless otherwise provided in this agreement except that during such leave of absence, upon the Employee's request, the Employer will continue group health insurance coverage at the expense of the Employee, subject to the health insurance carrier's restrictions.

F. An Employee desiring to apply for a leave of absence without pay must submit an application to his immediate supervisor outlining the reason for the request. Leave requests of five (5) days or less will be acted upon by the department head. Leave requests exceeding five (5) days will be forwarded to the City Manager by the department head, together with his recommendations. Approval of all such leaves of absence without pay will be in writing with a copy to the Employee and the Personnel Manager.

G. (1) At the request of the Union, a leave of absence without pay may, at the sole discretion of the City, be granted to any Employee selected for Union office, required to attend a Union convention or meeting necessitating a suspension of active employment, or for any other reason acceptable to the City. Seniority and fringe benefits shall continue during such a leave of absence. The City shall be

reimbursed, in advance, by the Union for the total, i.e., City and Employee's, cost of all fringe benefits paid for the Employee on an extended leave of absence for Union business reasons.

(2) Requests for the above leaves of absence are to be made to the City Manager by at least ten (10) working days prior to the effective date of the leave.

(3) Approvals for such leaves of absence for Union business, if any, shall be granted in writing by the City Manager or his designated representative.

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

I. If the City determines not to run bus routes due to inclement weather, each employee shall at his/her option, either; a) stay home or go home from work, in which case the employee will not be paid (unless he/she uses available paid leave), or b) report to work or stay at work, in which case the City will assign the employee alternate work assignments, which may include training. These assignments will be at the discretion of the City.

ARTICLE 17 – HOLIDAYS

A. Holidays. The following days shall be celebrated as paid holidays:

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

A full-time Employee, working on a regular schedule, shall be excused from work on the above days unless otherwise scheduled by the head of the department.

*Employees may take this holiday on their birthdays, or at any time during the year with the approval of the head of the department.

B. Holiday Rotation. Drivers shall be assigned to work on holidays on a rotating basis by inverse order of seniority. It is the intent of the parties that the holidays off will be equally distributed among the drivers.

C. Christmas Day. The normal operating hours of the transit system on the Christmas Eve holiday will be six hours. If the City determines that additional hours of operation are necessary, it shall provide evidence of increased demand for the increased hours of operation. The City may, at its sole discretion, reduce these normal operating hours.

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

E. Loss of Holiday. If an Employee is off without pay because of an unexcused absence either the work day before or the work day after a holiday, or if scheduled the holiday itself, that holiday pay is forfeited. An unexcused absence is an absence not covered by approved vacation, accumulated sick leave, unless accompanied by a doctor's certificate, approved leaves with pay or approved leaves without pay. In addition, holiday pay ceases during any period an Employee is not being paid a regular salary or wage.

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

G. Holiday Pay. Employees who are scheduled to work on a holiday other than their birthday, or day celebrated as a holiday (not both), and do work, shall receive one and one half times the pay in addition to the regular holiday pay.

H. Personal Day. All employees covered by this contract shall be granted one (1) personal day each year. The personal day shall be scheduled at the discretion of the department head or his designee. Effective January 1, 2003, all employees covered by this contract shall be granted an additional personal day, for a total of two (2) personal days. It is recognized by the parties that this additional personal day is in lieu of the President's Day Holiday.

ARTICLE 18 – VACATION

A. (1) Each permanent, full-time employee will receive vacation\longevity credit as follows:

<u>Years</u>	<u>Days</u>	<u>Years</u>	<u>Days</u>
1 – 4	10	20	20
5 – 9	12	21 – 24	25
10	13	25 – 29	26
11 – 14	18	30 – 34	27
15 – 19	19	35 – 39	28

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

(3) One Year Minimum Service. After one year of service, an Employee may take that portion of his vacation earned in the previous vacation year. Vacation may be taken in increments of not less than 1/2 day.

(4) Non-Accrual. An Employee on leave without pay for more than two (2) consecutive weeks in any calendar month for any reason, shall not accrue vacation benefits for that month.

(5) Vacation Carry-over. Vacation credit should be used by year-end. Any unused portion must be approved by the City Manager, in writing, in order to be deferred to the next year.

(6) Vacation Scheduling/Approval. Vacations shall be scheduled at the discretion of the department head or his designee.

B. Terminal Vacation Provisions.

(1) Vacation from Previous Year. An Employee who voluntarily resigns or retires with two weeks notice, or who dies, shall be paid for vacation credit earned in the previous year, but not yet taken.

(2) Vacation for Year of Termination. An Employee who voluntarily resigns or retires with two weeks notice, shall be paid for vacation credit earned in the present year. In the case of death of an Employee, vacation for the present year will be paid.

(3) Vacation Upon Dismissal. An Employee who has been employed for more than two (2) continuous years and dismissed will receive payment for his vacation which he has earned in the previous year and not yet taken. He may receive vacation credit earned in the present year as determined by the head of the department. Total vacation credit will be calculated to the nearest full day.

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

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

(2) Over 800 Hours Sick Leave Credit. An Employee with more than 800 sick leave hours credit may convert all those hours over 800 to vacation credit at the ratio of eight sick leave hours for eight vacation hours, provided that not more than 32 sick leave hours are so converted in any one vacation year.

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

ARTICLE 19 – SICK LEAVE

A. Eligibility. Each full-time Employee is credited with ten (10) hours of sick leave for each full calendar month of service. No credit is earned for any month in which an Employee is without pay for the entire month.

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

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

D. Approval of Usage.

(1) An Employee may use sick leave, upon approval of the head of the department, or his designee, for absence due to illness, injury, exposure to contagious disease which could be communicated to other Employees, participation in funeral services or arrangements, and for illness in the Employee's immediate family requiring the Employee's presence at home. "Immediate family" is defined as the father, mother, sister, brother, spouse or child or stepchild of the Employee.

(2) Upon the request of the Employer, an Employee must furnish proof, satisfactory to the Employer, of the Employee's illness or disability before a day of sick leave is paid. In the case of an illness or disability for three (3) or more consecutive days, an Employee may not return to work without a statement from the Employee's physician.

(3) In cases of illness in the Employee's immediate family requiring him to be at home, the Employee may be required to submit a certificate from an attending physician attesting to the need, before sick leave will be allowed.

(4) Computation of Sick Leave. An Employee shall be charged for sick leave usage on an hour-for-hour basis in increments of not less than one-half hour.

E. If an Employee is scheduled to work on a holiday, and reports sick, the Employee will receive regular holiday pay, and it will not be charged against his sick leave accrual.

F. If accumulated sick leave is exhausted, an Employee may request an advance of sick leave credit, upon approval of the City Manager.

G. Reporting Off Sick. Sick leave will be paid only when the Employee or a member of his immediate family notifies his supervisor or other designated person of his absence at least 1 hour before his starting time.

H. Injury leave and long term illnesses with Doctor's Statements will not be used for placing an Employee on medical notice.

I. (1) Conversion to Vacation Credit. Sick leave credit may be converted to vacation in accordance with paragraph 3 of 18. No Employee is required to convert sick leave credit to vacation days. However, each Employee entitled to convert sick leave to vacation shall be required to state his intentions whether or not to use it within a time set by the Department or Division Head. This provision may be waived in departments which have no vacation or scheduling problems.

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

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

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

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

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

ARTICLE 20 – INJURY LEAVE

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

- (1) In the event an Employee is injured on the job, and unable to perform either his regularly assigned duties or those duties which may be as assigned by the head of the department, or his designee, such Employee may receive, as injury leave compensation, his regular base pay for the first one hundred twenty (120) consecutive work days of time off because of the on-the-job injury. The first five (5) days the Employee is absent as the result of an on-the-job injury shall be charged to sick leave. If the Employee is absent more than five (5) working days as a result of the on-the-job injury, the first five (5) days shall be returned to the Employee's sick leave balance and counted as injury leave. Provided, however, at the time of the injury, and in no event later than one day following the occurrence that gave rise to the injury, the Employee notifies an appropriate supervisor, of the injury and, unless hospitalized, within five days of the occurrence, provides the Employer a physician's statement stating the nature of the injury, limitations on the Employee's ability to work, and, an expected date of return to work.
- (2) If an Employee is hospitalized immediately following the injury he shall submit the physician's statement within five days after his dismissal from the hospital to the Employer.
- (3) If an Employee does not notify the Employer, as provided above, or if the Employee sustains a re-injury or aggravation of a prior on-the-job injury, unless hospitalized, the first five (5) days off work because of the on-the-job injury, re-injury or aggravation shall be charged as sick leave.

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

C. An Employee who is injured and unable to perform his regularly assigned duties, may, at the sole discretion of the head of the department, be assigned by the head of the department, or his designee, to perform duties not requiring great physical exertion in lieu of receiving injury leave compensation, with the approval of the Employee's physician or the Employer's physician as set forth in paragraph (D), below.

D. (1) An Employee claiming the right to receive, or who is receiving injury leave compensation, may be required by the Employer from time to time to submit himself for a medical examination by a licensed physician, selected by the Employer. The Employer will pay any legitimate cost for examination that the Employee's medical insurance or Workers' Compensation does not cover, including travel expenses. If

the Employee refuses to submit to a medical examination, injury leave compensation may be suspended.

(2) If the report from the physician selected by the City is in conflict with the report submitted by the employee's physician regarding the nature of the injury, limitations on the employee's ability to work or the expected date of return to work, the Employee shall be examined by a third physician, specializing in the diagnosis or treatment of the type of injury in question, to be selected and paid for by the Employer, from a list of physicians to be mutually agreed to by the parties. The opinion of said physician shall be determinative.

E. If an Employee returns to work following an on-the-job injury for which he received less than the full injury leave benefit provided herein, and within 15 days from the date of his return, the Employee's physician or the Employer's physician as set forth in paragraph (D), above, determines that the Employee, because of the injury, is unable to perform those duties the Employee has been assigned following the injury, the Employee will be entitled to the balance of the injury leave, subject to the conditions set forth herein.

F. In no event will an Employee be entitled to receive more than a total of one hundred twenty (120) work days of injury leave for any one on-the-Job injury, including a re-injury or aggravation thereof.

ARTICLE 21 – FUNERAL LEAVE

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

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

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

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

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

- (4) Request for funeral leave with pay will not be approved for absences not taken within a seven (7) calendar day period of the date of the funeral.
- C.
 - (1) In the event of the death of a relative in other than the immediate family, as defined above, leave time with pay of up to one (1) eight (8) hour work day may be taken for funeral purposes.
 - (2) In the event an Employee should require additional time in excess of the allowance established in the above provisions, such additional time may be charged against vacation credits or sick leave credits with the approval of the supervisor.
- D.
 - (1) Use of funeral leave as provided in paragraph (A) above, will not be charged against accumulated sick leave balance.

ARTICLE 22 – WORK APPAREL

- A. The City will provide employees with an annual uniform allowance in the amount of \$500.00 to be paid on or before April 1st of each year. All uniform items must be approved by Management prior to being purchased.
- B. The City will furnish any patches required to be worn as part of the wearing apparel required for Employees, for any new unit Employee, and will exchange patches for other unit Employees on a one for one basis as worn or damaged patches are turned in.
- C. Employees are required to wear apparel which adheres to requirements established by the City.
 - (1) Apparel shall be kept neat and clean at all times to the extent possible under respective working conditions.
 - (2) The Department Head shall determine the type of and standards for acceptable work apparel.
 - (3) Apparel required to be worn by the City shall not be worn during off-duty hours except enroute to and from the job and during lunch periods. Such apparel shall not be used at any time while conducting personal affairs.
- D. No insignia which has not been authorized by the Employer shall be worn on Employee apparel.

ARTICLE 23 – LONGEVITY PAY

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

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

B. Payment of Longevity.

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

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

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

ARTICLE 24 – HEALTH AND SAFETY

A. One bargaining unit member shall be entitled to be a member of the City Safety Committee at such time as it is formed. As nearly as possible attendance at Safety Committee Meetings should occur during off-shift hours. Representation could be flexible within the bargaining unit to accomplish this end. Attendance at Safety Committee Meetings should not be the cause for additional pay even if the meeting is during the representative’s off shift time.

B. In order to have a safe place to work the City agrees to comply with all laws applicable to its operations concerning the safety of Employees covered by this Agreement. All such Employees shall comply with all safety rules and regulations established by the City.

ARTICLE 25 – UNSAFE CONDITIONS

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

ARTICLE 26 – LABOR / MANAGEMENT DISCUSSION MEETINGS

A. Meetings will be scheduled at the request of either side (Union or Management) to discuss problems of concern of the parties in the Labor Management area. Meetings will not be held more frequently than every 90 days unless mutually agreed to.

B. The Labor Management Committee is to consist of no more than the one (1) designated committee member and Business Agent from the Union, and no more than one (1) representative, and the City Manager or his designee, from Management.

C. The Labor Management discussion meeting shall be limited to no more than one (1) hour's duration, and will be set by the parties at a mutually agreeable time as follows:

Either party shall submit a proposed agenda in writing to the other at least five (5) working days prior to the scheduled meeting. At the same time the Union shall notify the City Manager or his designee of the name of the bargaining unit Employee who will be in attendance. The parties shall consider alternately the consecutively placed items from both lists.

The parties are encouraged to present their items expeditiously and terminate the meeting at the end of one (1) hour. Those items not considered during the Labor Management discussion meeting may be resubmitted in writing for agendas of subsequent meetings.

ARTICLE 27 – HEALTH & LIFE INSURANCE

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

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

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

attending the Committee meetings. Any overtime incurred by a member while attending meetings of the committee shall be paid at one and one-half times their regular rate of pay.

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

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

B. The City shall provide \$15,000 group life insurance coverage with double indemnity to each full-time Employee, at no cost to the Employee, in addition to any group life insurance coverage he is eligible to carry at his own expense. Employees retiring after January 1, 1972, will receive \$5,000 life insurance coverage paid by the City, without double indemnity, subject to the insurance company's requirements.

C. The City of Middletown shall contribute \$63.75 per month to the Ohio AFSCME Care Plan for each full-time Employee in the bargaining unit for insurance and health care benefits provided by the fund effective December 1, 2005.

ARTICLE 28 – WAGES

A. Rate of Pay.

Effective October 1, 2018 (2%)

A	B	C	D	E	F
\$15.78	\$16.25	\$16.63	\$17.07	\$17.85	\$18.58

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

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

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

ARTICLE 29 – HEADINGS & GENDERS

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

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

ARTICLE 30 – NO VERBAL STATEMENT

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

ARTICLE 31 – MISCELLANEOUS

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

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

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

D. Correspondence to Employees. The City shall furnish the Union President a copy of all correspondence that is presented to any Employee within the bargaining unit except the Employee's performance evaluation.

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

F. A cellular phone will be provided in the vehicles on the transit routes.

ARTICLE 32 – NO STRIKE OR LOCKOUT

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

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

C. Should any of the activities prohibited by this Article occur, the Union and its officers shall take all necessary affirmative steps to terminate such activity.

ARTICLE 33 – DRUG TESTING

A. Purpose and Policy of Drug Testing Program.

(1) The City of Middletown has an obligation to provide its passengers and customers with the safest possible service and its Employees with a safe work environment by insuring that its Employees have the physical stamina and emotional stability to perform their assigned duties. A requirement of employment must be an Employee who is free from drug dependency and illegal drug use.

(2) Where there is sufficient evidence to conclude that the use of illegal drugs and/or drug abuse severely impairs an Employee's performance and general physical and mental health. The illegal use of drugs by City Transit Employees (therefore, possession) is a crime in this jurisdiction. Therefore, the City of Middletown hereby adopts the policy that:

- (a) An Employee may not perform a sensitive safety function while that Employee has a prohibited drug in his or her system;
- (b) If an Employee performing a sensitive safety function refuses to take a drug test authorized under this article or is tested for drugs under this article and does not pass the drug test, that Employee shall be relieved of his or her sensitive safety duties immediately. Employees failing a random first time urine drug test will be referred to the EAP Program;
- (c) An Employee who refuses to take a drug test authorized under this article or does not pass a drug test administered under this article may not return to a sensitive safety function until the Employee has passed a return to duty drug test required under this article;
- (d) An Employee must report to work free from drugs or other job-impairing substances. Thus, reporting to work under the influence of a drug not medically authorized or any other substance which impairs job performance or poses a hazard to the safety and welfare of the Employee, the public or other Employees is strictly prohibited and will result in discipline up to and including termination;

- (e) The illegal use, sale, distribution or possession of drugs, while on the job or on City property is prohibited and will result in discipline up to and including termination. Any illegal substances will be turned over to the appropriate law enforcement agency and may result in criminal prosecution. The sale, distribution, or possession with intent to distribute a prohibited drug resulting in a criminal conviction will be cause for immediate discharge;
- (f) An Employee will be allowed to use a prohibited drug when taken as prescribed by a licensed medical practitioner who is familiar with the Employee's medical history and assigned duties. It is the Employee's responsibility to prove through clear and convincing evidence that his/her use of the prohibited drug was as prescribed by the licensed medical practitioner;
- (g) Recognizing its commitment to its Employees and the public, the City of Middletown Transit Employees will be required to submit to a urine test for the presence of drugs in their system based on reasonable cause except as specified in other areas of this policy. Test results of an individual may be released by the Employer only with written consent of the individual; and
- (h) Because of its commitment to its Employee's welfare, the City of Middletown maintains the Employee Assistance Program (EAP) which can provide access to professional services to aid the Employee who has a chemical dependency problem. The EAP maintains confidentiality of its contacts and Employees are encouraged to utilize the program.

B. General Rules.

- (1) City Transit Employees shall not take any prohibited drug or narcotic unless prescribed by a person licensed to practice medicine. Employees who are required to take prescription medicine shall notify their immediate supervisor if the medication prescribed would impair their job performance.
- (2) All property belonging to the City, including the entire premises of the City, is subject to inspection at any time without notice as there is no expectation of privacy.
 - (a) Property includes, but is not limited to, City owned vehicles, desks, files, and storage lockers.
 - (b) Lockers that may be assigned to Transit employees (including those that may be locked by the Employee) are subject to inspection by the Employee's supervisor after reasonable advance notice (unless the

requirement for notice is waived by the Department Director) and the inspection is in the presence of the Employee.

(3) All Transit Employees who have a reasonable basis to suspect that another Employee is illegally using drugs or narcotics, shall immediately report the facts and circumstances of such use to their supervisor.

(4) Failure of any Transit Employee to comply with the intent or provisions of this general order constitutes grounds for disciplinary action, including dismissal, or other action determined appropriate by the Department Director. Refusal by a Transit Employee to take a required drug test will result in immediate relief from sensitive safety duties and/or general transit duties pending disposition of any administrative personnel action.

C. Drug Testing.

(1) All members shall be subject to drug and alcohol testing in accordance with the Transit Drug & Alcohol Policy adopted by City Council as set forth in Ordinance No. 02008-58, and any subsequent amendments and modifications to the policy thereto. The City shall provide notice to the union within thirty (30) days of the City's knowledge of any amendments or modifications to be made to the policy and shall provide such approved amendments and modifications to the union and Council 8 within 30 days of such approval.

(2) Freedom of Action. Nothing in this Article shall be interpreted to require the City to rehabilitate any Employee who has failed a urine drug test except in the case of a first-time positive test, resulting from random testing procedure; require the City to continue the employment of any Employee who has failed a drug test or restrict or interfere with the City's right to discipline, (including termination) any Employee who has failed a drug test. Employees who have been found to be using an illegal drug and disciplinary action is contemplated, shall be provided a pre-disciplinary hearing as outlined in Article 10 of the Agreement.

ARTICLE 34 – EMBODIMENT

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

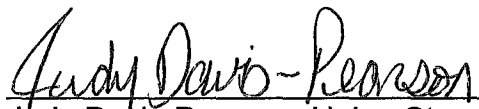
The City and Union each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to purpose and vigorously advocate all negotiable subject matter during the course of collective negotiations preparatory to the signing of this Contract. Arrangements, provisions, and procedures previously used by the parties, either formally or informally, shall henceforth be void as of December 17, 1986, unless included herein.

SIGNATURES

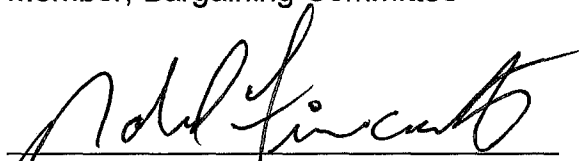
**LOCAL #856-A, AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO**



Kyle Beatty, Staff Representative
AFSCME Ohio Council #8

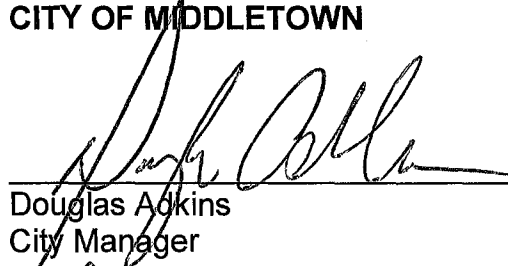


Judy Davis-Pearson, Union Steward
Member, Bargaining Committee



Noland Fivecoate, President
Member, Bargaining Committee

CITY OF MIDDLETOWN



Douglas Adkins
City Manager



Susan H. Cohen
General Counsel