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AGREEMENT BETWEEN

THE CITY OF DEFIANCE, OHIO

AND

A.F.S.C.M.E. LOCAL #2213

August 1, 2019
through
July 31, 2022

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ARTICLE 1

PURPOSE/PREAMBLE

This Agreement, entered into by the City of Defiance, Ohio, hereinafter referred to as the "Employer" or "City" and A.F.S.C.M.E. Local 2213, A.F.S.C.M.E. Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the following:

SECTION 1: To achieve and maintain a satisfactory and stabilized Employer/Employee relationship and to promote improved work performance.

SECTION 2: To provide for the peaceful and equitable adjustment of differences which may arise.

SECTION 3: To attract and retain qualified employees by providing those benefits compatible with the financial resources of the City.

SECTION 4: To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to Section 4117 of the Ohio Revised Code.

SECTION 5: To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits and conditions of employment subject to the terms of the Agreement and applicable laws.

SECTION 6: To provide for orderly, harmonious and cooperative Employee/Employer relations in the interest, not only of the parties, but of the citizens of Defiance.

Toward these goals, the Union and the Employer agree to devote every effort to assure that their members, officers and representatives will comply with the clear provisions of this Agreement. This Agreement pertains to all employees within the Bargaining Unit as defined herein.

ARTICLE 2

UNION RECOGNITION

SECTION 1: In accordance with Section 4117 of the Ohio Revised Code, the City does hereby recognize the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining and the establishment of rates of pay, wages, benefits and other conditions of employment for those employees of the Employer included in the Bargaining Unit. Wherever used in this Agreement, the term "Bargaining Unit" shall include those individuals employed full-time or on a permanent part-time basis by the City of Defiance in any one of the classifications listed in Appendix A of this Agreement.

SECTION 2: Notwithstanding the provisions of this Article, employees and officers of the courts, management, confidential, supervisory, casual, temporary, seasonal and fiduciary employees as defined by law shall not be included in the Bargaining Unit. A casual/temporary employee shall normally not be employed for more than 800 work hours per calendar year.

SECTION 3: All positions or classifications not specifically established herein as being included in the Bargaining Unit, shall be excluded from the Bargaining Unit.

SECTION 4: In the event there is a title change of any job in the Bargaining Unit or if a position in the Bargaining Unit is reallocated bringing about a new job class, or in the event a new job class is otherwise established, it is agreed between the parties that negotiations shall take place to determine whether or not the job class shall be included in the Bargaining Unit. If an agreement cannot be reached between the parties, the dispute may be submitted directly to the last step of the Grievance Procedure and a ruling shall be made in conformance with this Agreement.

SECTION 5: Non-Bargaining Unit people shall not perform work normally done by Bargaining Unit employees in overtime situations.

ARTICLE 3

PLEDGE AGAINST DISCRIMINATION

SECTION 1: The provisions of the Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, national origin, union affiliation, religious affiliation, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 2: All reference to employees in the Agreement designates both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 3: Neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in the Bargaining Unit for exercising his/her right to join or not to join the Union.

ARTICLE 4

MANAGEMENT RIGHTS

Nothing herein shall be construed to restrict any constitutional, statutory, legal or inherent exclusive appointing authority rights 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/divisions and in addition to other functions 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/divisions, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause and to maintain discipline among employees.
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed.
- C. To determine the City's goals, objectives, programs, services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes.
- D. To determine the size and composition of the work force, staffing patterns and each department's/division's organizational structure, including the right to lay off

employees from duty due to lack of work, austerity programs or other legitimate reasons.

- E. To determine the hours of work, work schedules and to establish the necessary work rules, policies and procedures for all 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 to schedule overtime and the amount required thereof.
- 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 maintain the efficiency of governmental operations.
- L. To exercise complete control and discretion over department/division organization and the technology of performing the work required.
- M. To set standards of service and determine the procedures and standards of selection for employment.

ARTICLE 5

UNION SECURITY

SECTION 1:

SECTION 2: The City agrees to deduct Union membership dues once each month from the pay of any employee eligible for the Bargaining Unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Human Resource Manager by the employee or the President or Treasurer of the Local Union. Upon receipt of the proper authorization, the Employer will deduct union dues the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Employer. Payroll deduction authorization shall be on a form provided by the Union and agreed to by the City.

SECTION 3: The amount to be deducted shall be certified in writing to the Human Resource Manager by the Treasurer of the Union. One (1) month advance notice must be given to the Human Resource Manager prior to making any changes in an individual's dues deduction. The City agrees to furnish the Ohio Council 8 a check in the aggregate amount of deduction with a listing of the employees for which deductions were made, not later than the tenth (10th) day following the date the deductions are made.

Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the Bargaining Unit as herein determined.

SECTION 4: Deductions provided for by this Article are to be in the monthly amount certified by the Treasurer of the Union as being normal and customary monthly dues and shall be deducted during the second pay period of each month. If any member's pay for

the period in which dues are to be deducted is insufficient to cover the amount of the Union dues, the City will make the deductions during the next subsequent pay period. In the event a deduction is not made for any Union member during any particular month, the City, upon verification by the Union and written approval by the employee, will make the appropriate deduction from the next following pay period in which dues are normally deducted, in an amount not to exceed the total of two (2) month's dues. The collection of dues arrearages totaling more than two month's dues, or the collection of special Union assessments is the responsibility of the Union.

SECTION 5: The Employer shall be relieved from making dues deductions upon an 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 or with applicable law.

SECTION 6: It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union hereby agrees that it will indemnify and hold the Employer 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 Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Union Membership Revocation/Maintenance of Membership: Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as

set forth below.

UNION DUES REVOCATION: Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

ARTICLE 6

UNION REPRESENTATION

SECTION 1:

- A. International Union or Council 8 Representatives will be recognized by the City as Union representatives upon receipt of a letter so identifying them and signed by the A.F.S.C.M.E. Council 8 Regional Director.
- B. The Union must submit the names of each Steward and their jurisdictional area to the Human Resource Manager and appropriate Division Head. Changes in Stewards will be treated in the same manner. No Steward shall be permitted to function as such until the Human Resource Manager has had three (3) full working days to notify the City Administrator of the certification of the Steward.
- C. The local Union shall provide to the Human Resource Manager an official roster of all local Union officers and representatives which is to be kept current at all times and shall include the following:
 - 1. Name
 - 2. Address
 - 3. Home Telephone Number
 - 4. Division
 - 5. Immediate Supervisor
 - 6. Union Office Held

SECTION 2: The City shall recognize and the Union shall provide six (6) Stewards, one in each of the following areas. Steward must be employed in the Division he represents:

- 1. City Building, Police Division, Finance and Meter Service
- 2. Water Treatment
- 3. Streets
- 4. Parks and Cemetery
- 5. Waste Water Treatment
- 6. Water Distribution

The Stewards shall be recognized Union representatives for the purpose of investigating and processing grievances through the intra-divisional levels of the grievance procedure in their respective jurisdictional area. Stewards shall be permitted reasonable time during working hours without loss of pay to investigate and process grievances relating to employees in the jurisdictional area to which the Steward is assigned. If the presence of a Steward is requested at a grievance meeting, the appropriate Steward will be permitted to attend. A Union Steward shall obtain permission from his supervisor before leaving the job to conduct Union business.

In the case of an approved leave of the Steward, the Union President or Vice President may process grievances. In no case shall a vacancy exist for more than 30 days; in the case where a vacancy exists for more than 30 days, the Union shall appoint an Acting Steward from the respective area noted in Article 6, Section 2.

SECTION 3: The City shall recognize the Local Union President and Local Union Vice-President who shall operate in accordance with all the provisions of this Article and all of its sections and subsections. The Local Union President and Vice President shall be permitted to conduct Union business in all areas listed in Section 2 of this Article outside the divisional jurisdiction of the Steward. As determined by the Union, only one officer at a time, the Local Union President or the Local Union Vice-President shall conduct Union business. The officer shall inform his supervisor of the nature of the Union business. He must also obtain permission from his supervisor before leaving his assigned area to conduct Union business.

The Local Union President or Local Union Vice-President shall notify the head of the Division in which the Union business is to be conducted before he enters that division.

The Local Union President or Local Union Vice-President shall be permitted

reasonable time, during working hours, without loss of pay to conduct authorized Union business. Local officers and employees serving on the negotiating committee will not be eligible for overtime for shifts prior to the day of negotiations and the shift after negotiations.

SECTION 4: In accordance with Sections 2 and 3 above, Bargaining Unit employees shall have the right to request representation by the appropriate Union representative, at grievances, or in conferences with representatives of the Administration.

SECTION 5: The Employer agrees that accredited representative of the American Federation of State, County, and Municipal Employees, AFL-CIO, whether International representatives or District Council 8 representatives, shall have access to the City's premises during working hours to conduct appropriate Union business upon prior notification to the City Administrator. The City Administrator or his designee shall establish a mutually convenient time for the Union representative to meet with the employees which shall not interfere with the employees' performance of their duties.

SECTION 6: Access to City work locations and the use of City paid time, facilities, equipment, and other resources by the Union and those representing the Union 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. City telephones may be used by Local Union representatives to conduct appropriate Union business provided there is no cost to the City.

SECTION 7: The use of City equipment, machines, and property to aid in any manner the activities of the Union is prohibited unless specifically authorized by this Agreement or approved in advance by the City. These include, but are not limited to, use of typewriters, copying and duplicating machines, use of City paper and the use of City

vehicles.

SECTION 8: Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of employees. The Union further agrees not to conduct Union business during normal work times except in the manner and to the extent authorized by this Article.
- B. Union officials (or representatives) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.
- C. Any employee or non-employee representative found violating the provisions of this Article shall be subject to appropriate disciplinary action.

ARTICLE 7

DISCIPLINARY PROCEDURES

SECTION 1: Disciplinary action shall be for just cause and may include: (a) verbal warning; (b) written warning; (c) suspension without pay; (d) reductions; or (e) discharge from employment. The degree of disciplinary action will depend on the circumstances of the incident and the employee's past performance and conduct. Disciplinary actions shall be handled in an expeditious manner.

SECTION 2:

- A. Disciplinary action may be imposed upon an employee only for failure to fulfill his responsibilities as an employee, or failure to conduct himself in a manner which can reasonably be expected of a City employee.
- B. Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner.

SECTION 3: Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, any failure of good behavior or any other acts of misfeasance, malfeasance or nonfeasance in office shall be cause of disciplinary action.

SECTION 4: Records of prior disciplinary actions shall cease to have effect in the progressive disciplinary steps as follows, providing there is no intervening disciplinary action within the time periods:

- A. Written warnings will cease to have effect after one (1) year from the effective date;
- B. Suspensions of less than thirty (30) days will cease to have effect after two (2) years from the effective date;
- C. Suspensions of more than thirty (30) days shall cease to have effect after three (3) years from the effective date.

SECTION 5: An employee shall be given a copy of any disciplinary action entered on his/her personnel record.

SECTION 6: If the supervisor or other representative of the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

SECTION 7: Any disciplinary action or measure imposed upon an employee, in violation of the terms of this Agreement, may be processed as a grievance only through the regular grievance procedure.

SECTION 8: Suspensions and/or discharges shall be handled by the City Administrator or his designated representative.

SECTION 9: In such events where the Employer intends to suspend or discharge an employee, a pre-disciplinary hearing will be offered in writing. The Employer shall give notice a minimum of forth-eight (48) hours in advance of the hearing which includes the nature of the incident giving rise to the proposed discipline and level of discipline intended.

The affected employee shall have the right of representation at any such pre-disciplinary hearing.

At such hearing, the Employer shall present the reasons for the intended action and offer an opportunity for the employee and his or her representative to respond.

An employee may voluntarily waive his/her right to a pre-disciplinary hearing. Doing so does not waive the right to file a grievance, upon implementation of the proposed discipline.

An employee's voluntarily wavier of a pre-disciplinary hearing shall result in the Employer and/or the Union being held harmless from any allegations of an Unfair Labor Practice (U.L.P.) relating to a waiver of such right to a pre-disciplinary hearing.

ARTICLE 8

GRIEVANCE PROCEDURE

SECTION 1: The term "Grievance" shall mean an allegation 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 pertaining to applicable Federal and State laws and by the United State and Ohio constitutions.

SECTION 2: Effective February 1, 1987, all matters covered by this Agreement shall be appealable only through the grievance procedure outlined in Article 8.

The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall be foreclosed from any further action on such grievance for the same grievance under this procedure.

SECTION 3: All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except for grievances involving suspension which shall be introduced at Step 3 of the grievance procedure. In order to be processed, a grievance must be submitted within ten (10) working days of the incident giving rise to the alleged grievance.

An employee and or Union representative who filed the grievance 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 elapse without further appeal.

Any grievance not answered by Management within the stipulated time limits shall

be advanced to the next step in the grievance procedure. The employee and/or Union shall have five (5) work days, Monday through Friday, from the day the grievance was not answered to process the grievance to the next step. All time limits on grievances may be extended upon mutual consent of the parties.

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

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was discussed with immediate supervisor.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. Where grievance occurred.
7. Description of incident giving rise to the grievance.
8. Articles and Sections of Agreement violated.
9. Remedy asked for by the employee and or union representative filing the grievance.

At each step of the grievance procedure, a copy of all response(s) shall be given to the grievant and Union representative by the Employer.

Any grievance which is mutually resolved in the first, second or third step of this process, shall set out the parameters of the Agreement and shall be signed off by the employee and/or Local Union President or his designee, and the Employer.

SECTION 4: A grievance may be brought by any employee of the Bargaining Unit. Where a group of Bargaining Unit employees desire to file a grievance involving a

situation affecting each employee in the same manner, one employee selected by such group may process the grievance as a class-action grievance. Any Union official may file a grievance on any violation of this Agreement. If it is brought to a Union Official's attention that a violation of the contract has occurred and the aggrieved employee does not wish to file a grievance over the issue, the Union Official may file the grievance. The filing by the official will be for breach misinterpretation or improper application of this agreement. It will not require the aggrieved employee's signature. It may ask for any remedy other than money to be paid by the City to the aggrieved employee.

In situations where a bargaining unit employee in a supervisory capacity takes such actions that violate the contract, which would result in a monetary loss to the employee, employees who believe themselves to be grieved because of such action may only ask for a resolution to the grievance that is not pecuniary to the City.

SECTION 5: The following steps shall be followed by the employee and or union representative processing a grievance:

STEP 1: The employee, and/or the Union Steward, must present the grievance to his immediate supervisor within ten (10) working days of the occurrence of the situation giving rise to the alleged grievance. Where the grievance involves an economic issue, "the occurrence of the situation giving rise to the grievance" shall be deemed to be the day on which the employee receives his first pay check which fails to provide the economic benefit for which the grievance is filed. The grievance shall be in writing and shall contain the information as outlined in Section 3 above.

The Supervisor shall arrange for a meeting including himself and/or the Division Head, the employee grievant and the Division Steward if the employee desires a Union representative. In those instances where an employee chooses to represent himself, the

appropriate Union official shall be notified of the grievance by the Employer. Prior to any grievance hearing/meeting the appropriate Union official shall be notified and be given the option to attend.

The Division Head and/or supervisor shall attempt to adjust the matter and shall respond within five (5) working days of the date the grievance was filed.

STEP 2: If the grievance remains unsettled, it shall be presented by the employee and/or the Union President to the City Administrator in writing within five (5) working days after the Division Head and/or the Supervisor's response. The City Administrator shall investigate the grievance, and respond in writing to the Union President within five (5) working days after receiving the grievance.

STEP 3: If the grievance remains unsettled, it shall be presented by the employee and/or the Union President to the Mayor in writing within five (5) working days after the response of the City Administrator. The Mayor shall respond in writing to the Union President within five (5) working days of receipt of the grievance.

STEP 4: Should any grievance remain unsettled after exhausting the aforementioned procedure, the Union may demand arbitration within ten (10) days after failing to settle the grievance as outlined in Step 3 above.

Upon written notice of the Union's intent to arbitrate a grievance, the parties shall jointly petition the Federal Mediation and Conciliation Service (FMCS) or other mutually agreeable organization and request a list of seven (7) qualified arbitrators within fourteen (14) days of receipt of the list. The parties shall arrange to select a single arbitrator to serve as their person by alternately striking one name from the list until only a single name remains. Either party shall have the right to reject a list and request another. In such cases the cost of the replacement list shall be borne by the party rejecting the prior list in

its entirety.

GRIEVANCE MEDIATION: The parties may utilize non-binding mediation, with written mutual agreement, after Step 2 of the grievance procedure is completed. The parties agree to use the services of the Federal Mediation Conciliation Services (FMCS), or other mutually agreed upon mediation service. Notice of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party.

SECTION 6: The Arbitrator shall not be empowered to rule contrary to, to amend, add to, to modify, to change or to eliminate any of the provisions of this Agreement in arriving at its award. The Arbitrator shall expressly confine itself to the precise issue submitted for arbitration and shall have no authority to make an award on any other issue not submitted to the Arbitrator. The Arbitration hearing will be conducted pursuant to FMCS rules.

SECTION 7: In the case of a grievance involving a discharge or disciplinary suspension, the Arbitrator shall have the power to return the grievant to his employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts.

SECTION 8: Expenses attendant to the services of the arbitrator shall be borne by the losing party. In the event the Arbitration award does not support either party's position in its entirety, the arbitrator's expenses shall be shared equally.

SECTION 9: The decision of the arbitrator shall be final and binding and shall, as circumstances permit, be implemented within fifteen (15) calendar days after the award has been delivered.

ARTICLE 9

LABOR-MANAGEMENT CONFERENCE

SECTION 1: 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 presented to the other party seven (7) 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 seven (7) days of the date requested if both parties agree a conference is necessary. Management will not unreasonably deny a request for a Labor-Management Meeting.

SECTION 2: The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer that affect Bargaining Unit employees.
- C. Discuss grievances that 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 Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
- F. Discuss ways to increase productivity and improve efficiency.
- G. Consider and discuss health and safety matters relating to employees.

SECTION 3: There shall be no more than four (4) employee representatives for each party in attendance at the Labor-Management Conference and no more than two (2) non-

employee representatives. All employees planning to attend a Labor-Management Conference shall coordinate scheduling and authorization with their immediate supervisor.

SECTION 4: SIDE LETTERS OF UNDERSTANDING

Both the City and the Union agree to abide by all agreements reached and stated in Letters of Understanding resulting from Labor/Management Conferences. A Letter of Understanding is defined as an instrument through which both parties mutually agree to the interpretation of an existing Article in the current contract. It cannot be used to make additions or deletions to the existing Agreement. Modifications to the Contract must be made through an amendment.

SECTION 5: All Side Letters of Understanding or Letters of Agreement entered into by the Union and City prior to the beginning date of this Agreement shall be non-binding and nullified unless incorporated into the Articles of this contract.

New side letters agreed to by the parties during the term of this agreement will be attached to the originally signed contracts.

ARTICLE 10

BULLETIN BOARDS

SECTION 1: The City agrees to continue to provide bulletin boards in their present locations for use by the Union.

SECTION 2: All Union notices which appear on the bulletin boards shall be posted and removed by a Union officer and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs.
- B. Notice of Union Meetings.
- C. Union appointments.
- D. Notices of Union elections and campaign materials.
- E. Results of Union Elections.
- F. Reports of Arms of the Union.
- G. Publications, rulings or policies of the Union.

All other notices of any kind not covered A through G above must receive prior approval of the Employer or his/her designated representative. It is also understood that no material may be posted on the Union Bulletin Boards at any time which contain 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 any other City employee organization.
- D. Attacks on and/or favorable comments regarding a candidate for City public office.

ARTICLE 11

PERSONNEL FILES

SECTION 1: Each employee shall have access to any individual personnel folder maintained on him. The City shall not suffer the loss of the employee's service as a result of this activity.

SECTION 2: An employee shall not remove the personnel file from the office, but may be permitted a copy of any item in his personnel file at a nominal fee to cover the cost of duplication.

SECTION 3: An employee wishing to view his personnel folder shall make an appointment with the Human Resource Manager.

SECTION 4: An employee may, upon written authorization, request the Division Steward to review his individual personnel file. The Steward shall make an appointment with the Human Resource Manager, and shall present the written authorization to the Human Resource Manager as a condition of access to the individual's personnel file.

ARTICLE 12

ORIENTATION PROGRAM

SECTION 1: Within seven (7) days of an employee's new hire date the employee shall attend a twenty (20) minute Union Orientation Program with the Union President. At this meeting the new employee shall be given a copy of the Union Agreement and an explanation thereof. The employee may also be afforded an opportunity to join the Union at this time.

SECTION 2: The Orientation Meeting will be scheduled by the supervisor upon the request of the Union President at a mutually agreeable time.

SECTION 3: The Union President and Employee shall receive a copy of the Personnel Action Form signed by the appointing authority as defined by City Charter.

ARTICLE 13

WORK RULES

SECTION 1: The Union recognizes that the Employer or his designee(s), in order to carry out his statutory mandates and goals has the right to promulgate reasonable work rules, policies, procedures and directives, consistent with statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

SECTION 2: Work rules, policies and directives shall not violate any provisions of this Agreement.

SECTION 3: Work rules, policies and directives shall be interpreted and applied uniformly to all employees under similar circumstances.

SECTION 4: Any complaint involving the uniform application of work rules or any complaint involving a conflict between the terms of this Agreement and a work rule, may be resolved through the Grievance Procedure.

SECTION 5: Copies of changes in existing work rules or newly established work rules or work rule related procedures shall be provided to and discussed with the appropriate Union representative prior to posting on the bulletin board except during emergencies.

Intra-division work rules will be discussed between the Division Head and Division Steward.

A copy of any proposed divisional work rule shall be provided to the City Administrator. City-wide work rules will be discussed between the City Administrator and the Local Union President.

Notice of changes will be posted to take effect within seven (7) calendar days of

dated notice, except in emergencies.

SECTION 6: This Article shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow the established rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing.

SECTION 7: The Union shall be provided a copy of written work rules in existence at the time, within ninety (90) days following the signing of this agreement.

SECTION 8: Except in the case of a declared emergency, work orders to Bargaining Unit employees shall be issued through the established chain of management authority.

ARTICLE 14

PAST POLICIES

SECTION 1: The Union reserves the right to process grievances in the event the City alters past policy in such a way as to adversely affect the working conditions of a Bargaining Union employee. This provision is only applicable where the Union can establish, beyond a reasonable doubt, that the past policies altered had been within the knowledge of, and had been approved by, the Division Head. This provision shall not be applicable to written work rules.

ARTICLE 15

HEALTH AND SAFETY

SECTION 1: The City and the Union agree to work cooperatively in providing safe, and sanitary working conditions in each division.

SECTION 2: A permanent Safety Committee shall be established composed equally of members of Management and members of the Union. The City Administrator shall serve as the Chairman of the Committee and will determine the number of members, which will be no less than four (4) excluding the Chairman. This committee shall meet at a specific date and time at least quarterly. It shall be the function of this committee to review and recommend safety equipment and all complaints forwarded to it from the employees, and to also propose a City-wide Safety Program to the City Administrator for all employees. The existing list of safety equipment shall be the basis for the Safety Committee's review.

SECTION 3: Employees shall report all equipment defects and/or safety problems immediately to their supervisor. If the employee is unable to resolve the problem with his supervisor, the employee may request the supervisor to immediately notify the City Administrator. The City Administrator shall attempt to adjust or resolve any unsafe working condition and/or may order defective equipment to be taken out of service. A tag shall be attached immediately to any vehicle, tool or equipment that is determined unsafe by the City Administrator and shall remain attached until the defect is corrected. The City Administrator may seek the advice of an impartial expert before making his final decision.

SECTION 4: If an employee feels a piece of equipment is unsafe, he shall immediately follow the provisions of Section 3 of this Article.

Refusal by an employee to follow a direct order or to use a piece of equipment shall constitute insubordination, and shall be subject to disciplinary action. However, no

disciplinary action shall be taken against an employee for refusing to operate a piece of equipment which has been tagged as being unsafe in accordance with Section 3 of this Article.

SECTION 5: Protection devices, wearing apparel and other equipment deemed necessary to protect employees from accidents and health hazard (excluding foul weather gear) shall be provided by the City as needed. The City may require an employee to replace any issued item, lost or damaged, due to negligence or for willful destruction of any equipment or clothing. The City shall establish a record keeping system to record items when they are issued and to examine each employee's performance. An employee who has an issued item in need of replacement must return the used item before a new item will be issued.

SECTION 6: The City and Union agree to comply with all applicable State and Federal regulations in regard to safe and healthful working conditions.

SECTION 7: Employees terminating their employment with the City shall be required to return to all issued items before receiving their final pay checks.

SECTION 8: On first (1st) shift there shall normally be two (2) qualified persons working in the Water Plant, the Wastewater Plant or in other work areas determined by the Safety Committee to be hazardous.

SECTION 9: The City shall supply Safety Data Sheets for hazardous materials in an open file within each Division when appropriate.

SECTION 10: All employees are required to wear and utilize all safety equipment provided by the City, and must follow all safety rules and regulations established both City-wide and within each division.

ARTICLE 15A

UNIFORM APPAREL

SECTION 1: All members of the Bargaining Unit are required to participate in the program for the length of the Agreement Between the City of Defiance, Ohio and AFSCME Local #2213, expiring July 31, 2019, or for a length of time agreed upon between the Bargaining Unit and the City not less than the term of the current Agreement Between the City of Defiance, Ohio and AFSCME Local #2213. Uniforms are to be worn during normal working hours.

SECTION 2: The following positions will be required to wear a uniform shirt. The city will pay 60% of the cost of this rental, with 40% being paid by the employee through payroll deduction:

- Building Maintenance Technician
- Cemetery Sexton
- Chemist
- Chief Operator
- Crew Leader
- Equipment Operator I
- Equipment Operator II
- Grounds Maintenance Worker
- Lab Technician
- Maintenance Mechanic
- Mechanic
- Parks Maintenance Worker
- Plant Operator
- Plant Operator I & II
- Street Maintenance Worker I
- Street Maintenance Worker II
- Wastewater Equipment Operator I & II
- Water Meter Service Representative

Section 3: The following positions will receive a Three Hundred Dollars (\$300.00) per year foul weather gear allowance:

- Crew Leaders
- Equipment Operators II (Water, Wastewater and Streets)
- Equipment Operators I (Water, Wastewater and Streets)
- Maintenance Mechanics (Water and Wastewater)
- Wastewater Chief Operators
- Plant Operators II (Wastewater)
- Plant Operators I (Wastewater)
- Building Maintenance Technicians
- Cemetery Sextons
- Meter Service Representatives
- Mechanics (Streets)
- Parks and Cemetery Maintenance Workers
- Water Plant Chemist
- Grounds Maintenance Worker (Cemetery)
- Lab Tech
- Water/Wastewater Operators
- Wastewater Lab

New hires and employees bidding into one (1) of the above positions shall upon successful completion of their respective probation period receive the annual payment.

Such employees shall only be eligible to one (1) payment per calendar year.

This allowance shall be used to purchase foul weather gear including but not limited to outer rain coats, pants, hats, work boots, and insulated coveralls the employee utilizes in the performance of their outdoor duties. Such articles will comply in color and design with acceptable business standards and exclude camouflage or colors associated with a cause or designated group. The allowance will be disbursed annually in September of each calendar year to all eligible employees on the payroll at the time checks are issued. Articles purchased with this allowance shall become the property of the employee. The City shall not be responsible for theft, damage, care, or replacement of such articles.

SECTION 4: Employees required only to wear uniform shirts (#2 above) will have the

option of renting full uniform dress, pants and shirt, and receive a 60% city contribution for the full cost. Employees exercising this option must continue with a full uniform for the length of the contract between the City of Defiance and the uniform vendor, or the Agreement between the City of Defiance, Ohio and AFSCME Local #2213, whichever is longer.

SECTION 5: Bargaining Unit officers will participate in determining style and type of uniforms chosen. Employees shall be offered a choice of fabric subject to availability from City suppliers as authorized by the Employer.

SECTION 6: Employees working in positions requiring outdoor activity will be given the option of wearing approved warm-weather uniforms during the months of May, June, July, August, September, and October. This time period may be extended or begun earlier in the year upon agreement between the City Administrator and the Union President.

SECTION 7: Any uniforms lost or damaged due to negligence shall be the responsibility of the employee for full payment to the rental agency through payroll deduction. All damages attributable to normal wear and tear in the performance of work shall not be the responsibility of the employee.

ARTICLE 16

PROBATION PERIODS/PERFORMANCE EVALUATIONS

SECTION 1: Newly hired employees shall have a probationary period of one hundred twenty (120) days, following the effective date of his/her employment. New employees may be removed at any time during the probationary period where the Employer has determined the new Employee=s performance is unacceptable. Newly hired employees shall not be allowed to bid on any open positions within the bargaining unit until successful completion of their probationary period. An exception may be made within the division for employees wishing to move from part-time to full-time or to a different shift.

SECTION 2: Current employees who change classification due to promotions, demotions, lateral transfers, returns from layoff or bump into a different classification as a result of a layoff shall have a probationary period of sixty (60) calendar days following the effective date of his/her change in classification. If the service is found to be unsatisfactory for employees who had a classification change during the probationary period, they shall be returned to their former position if such position exists; if such position does not exist (excluding disciplinary demotions) they shall be placed in a lower position they are qualified for, if available, and/or be subject to layoff. This determination shall be made by the City. This determination shall be grievable by the employee.

SECTION 3: An employee that changes classifications due to the bidding process, has ten (10) working days after the placement to go back to their previous position, if such position exists, if they decide that this is a job not suitable to them.

Section 4: Current employees who change classifications as stated above, shall have his/her performance evaluated two (2) times during the probation period. The evaluations will be conducted before the conclusion of the employee's thirtieth (30th) calendar day of

probation, and on, or about the fiftieth (50th) calendar day of the probationary period, or in the event of unsatisfactory performance at the time he/she is returned to his/her former position.

SECTION 5: Grievances arising from other than new hire probationary disputes shall be subject to the formal Grievance Procedure. The City maintains the sole and exclusive right to dismiss newly-hired probationary employees; such action shall not be subject to the grievance or disciplinary procedures.

SECTION 6: **ANNUAL PERFORMANCE EVALUATION**

The work performance of each employee not on probationary status shall be evaluated by the City annually. This Annual Performance Evaluation applies to all employees and is in addition to those evaluations conducted for newly hired and newly promoted employees. All permanent employees will be evaluated annually during the anniversary month of his/her date of employment or most recent promotion.

Management will discuss evaluation results with the evaluated employee regarding his/her career and point out any improvement which appears desirable or necessary.

SECTION 7: Employees shall receive a copy of their promotional and annual evaluations, and shall have five (5) working days following receipt of the evaluation to appeal their evaluation score through the grievance procedure.

ARTICLE 17

SENIORITY

SECTION 1: Union officers including the President, Vice President, Secretary, and Treasurer, shall have super seniority and shall not be laid off until all others in their job class are laid off.

SECTION 2: Beginning August 1, 1995, seniority shall be established beginning on the day an employee is hired into the Bargaining Unit and shall end the day an employee leaves the Bargaining Unit. The City shall provide seniority lists to be posted on each Bargaining Unit bulletin board every three (3) months that shall include each employee's name, division, date of hire within the Bargaining Unit and job title. The City shall also provide copies to the Union President, Secretary and Treasurer.

SECTION 3: Division-wide seniority shall begin the day an employee is employed in a certain division within the Bargaining Unit. Division-wide seniority shall only govern overtime assignments within the division.

SECTION 4: The City shall notify the Local Union President of personnel changes as they occur which directly affect the Bargaining Unit.

SECTION 5: All shift changes not covered by Article 19 shall normally be filled by First Shift personnel by seniority and minimum qualifications to be determined by the supervisor. Most senior by choice; least senior by need.

SECTION 6: All ties shall be broken with a full-time employee having more seniority than a part-time employee. This Seniority tie-breaker shall be maintained even when the part-time employee becomes full-time.

ARTICLE 18

LAYOFF AND RECALL PROCEDURES

SECTION 1: Layoffs shall occur for lack of funds or lack of work only. When it becomes necessary to layoff employees, affected employees and the Union, shall receive a notice fourteen (14) calendar days prior to the effective date of the layoff.

SECTION 2: The Employer shall choose which classification within the Division the layoffs shall occur. In each case the least senior employee, based on seniority, in the affected classification within the Division shall be laid off.

SECTION 3: In the case of two or more employees having identical seniority dates the tie shall be broken by the employee with the lower evaluation on their last annual evaluation being laid off with no disciplinary action taken against them.

SECTION 4: All Bargaining Unit employees not in a full time employment status will be laid off before full time Bargaining Unit employees are laid off except for those employed as Police Dispatchers.

SECTION 5: Laid off employees and employees displaced as a result of a layoff who have the right to displace shall exercise their displacement rights in the following order:

Displacement within the Classification: An employee, who is laid off or displaced may displace within his classification. If the employee exercises his right to displace within his classification, he shall displace the employee with the least seniority in that classification.

Displacement within the Classification Series: An employee, who is to be laid off or displaced as a result of a layoff, may displace the employee with the least seniority in the next lower and then successively lower classifications in the classification series. This process shall continue, if

necessary, until the employee with the least seniority in the lowest classification of the classification series has been reached and, if necessary, laid off.

SECTION 6: An employee who is laid off or who is displaced as a result of a layoff may displace the employee with the least seniority in a classification for which that employee is qualified.

An employee exercising the right of displacement shall exercise his displacement rights as outlined in previous sections of this policy.

Employees desiring to displace an employee outside of their classification series through qualification must notify the City Administrator in writing of the classification they desire to displace, and provide specific description of the qualification they possess to displace into that classification within two (2) working days after receipt of notice of layoff or displacement.

An employee exercising his displacement rights to a position, or an employee displaced as a result of a layoff, shall be paid according to the pay range assigned to the classification into which the employee displaced. The employee shall be assigned to a rate in the pay range assigned to the new classification which is equivalent or nearest to, but not exceeding, the rate the employee was paid in his prior classification. If the rate the employee was assigned in his prior classification exceeds the highest rate in the pay range assigned to the new classification, the employee will be assigned the highest rate assigned to the new classification.

SECTION 7: The laid off employee shall retain recall rights for eighteen (18) months from the effective date of the layoff. The only instance seniority shall be broken is termination, resignation or failure to return from authorized leave. In the case of displacement, if within

18 months a vacancy occurs in the displaced employee's formerly held position, the employee shall be offered the opportunity to be placed back into such position.

An employee shall retain division seniority if returned to the same division within the 18 months from effective date of the layoff.

An employee displaced in the same or lower classification shall retain the same step anniversary date as in the previous classification.

SECTION 8: Recall shall be in reverse order of the layoff within each classification. A copy of recall notices shall be sent to the President of the Union.

SECTION 9: Each employee to be laid off shall be given advance written notice. Such written notice shall be hand delivered to the employee at work or mailed by certified mail to the employee's last known address on file with the City.

Each notice of layoff or displacement shall contain the following information:

1. The reason for layoff or displacement.
2. The effective date of layoff or displacement.
3. A statement advising the employee that he may have the right to displace another employee. Specific positions in the employee's classification or classification series will be identified.
4. A statement advising the employee that he may elect to displace an employee in a classification outside his classification or classification series based upon past experience and/or education.
5. A statement that the employee must exercise his displacement rights within two (2) working days of the date he

is notified that he is displaced or is notified of layoff.

6. A statement that the employee is responsible for maintaining a current address with the City.
7. A statement that the employee may convert accrued vacation leave and may continue health insurance coverage through monthly payments.

ARTICLE 19

JOB POSTING AND FILLING OF POSITIONS

SECTION 1: The Employer shall make the final determination as to whether a vacancy exists and/or whether a vacancy is to be filled.

SECTION 2: Vacancies and/or newly created positions within the Bargaining Unit shall be posted on the Union bulletin board within the division in which the opening occurs for a period of three (3) working days. The employees within the division that the vacancy occurs shall have first opportunity to bid on the job, based on Bargaining Unit seniority.

If there are no bids from within the division that the vacancy exists the job will then be posted on all Union Bulletin Boards for five (5) working days in which all Bargaining Unit employees shall have the right to bid.

The posting shall include the following:

1. Scheduled shift.
2. Location of work area to which job is assigned.
3. The current rate of pay.
4. The division to which the job is assigned.
5. The duties of the job (job description).
6. Minimum qualifications for job aspirant.
7. Beginning and ending dates of the posting period.

SECTION 3: The City shall provide the Union a copy of each new vacancy posting as they occur.

SECTION 4: Employees shall place their application (bid) for the position in writing to the Division Head on a form provided by the City with duplicate copies for the employee and the Union. The Employer shall not be required to consider applications filed after the

required posting period. The City will allow employees on leave and expected to return to service within ninety (90) days to file for job vacancies that may become available during said leave. The employee shall make inquiry with the Human Resource Manager regarding any possible postings, and may submit a bid on those positions.

SECTION 5: The filling of vacant positions shall be made based on seniority and minimum qualifications.

SECTION 6: Divisions for bidding purposes shall be as follows: Public Works, Parks, Cemetery, Street Dept., Water Distribution, City Building, Water Pollution Control, Police, Water, and Utility Billing Office & Income Tax Division.

SECTION 7: All Sections and Subsections of this Article shall, during periods of layoff, be applied in accordance with the provisions of the Layoff and Recall Procedures.

SECTION 8: Notwithstanding the other provisions of this Article, any vacancy that is to be filled by Civil Service Examination shall be posted, tested and filled in accordance with the Rules and Regulations of the Defiance Civil Service Board.

SECTION 9: Once a position is posted and bid on by a qualified Bargaining Unit employee, it must be filled within forty-five (45) calendar days. If there is no bid, the forty-five (45) calendar day requirement shall not apply. If a vacant position is not filled from outside the Bargaining Unit after one hundred twenty (120) days and if the Employer determines to fill the position, the position shall be rebid; the position shall again be offered in accordance with the bidding procedure to Bargaining Unit personnel before the position may be filled from outside the Bargaining Unit.

SECTION 10: An employee who has been awarded a new position and who has a vacation scheduled (approved by his Division Head) is entitled to take said vacation time as originally approved, if financial commitments have been made prior to accepting the

new position.

SECTION 11: Once a Job Bid is posted and the most senior minimum qualified applicant was unsuccessful in passing the probationary period, the next senior bidder (until all bidders are exhausted) shall be awarded the opportunity for the job.

Any employee who transfers or is promoted to another position within the City, and who unsuccessfully completes his probationary period in that new position, may not rebid on the same position for a period of at least two (2) years from the date of probationary failure, unless they can provide documentation establishing additional training or experience has been obtained in the deficient areas.

Any employee who voluntarily returns to his/her previous position, as allowed in Article 16 – Section 2 of this agreement, may not rebid on the same position for a period of at least two (2) years from the date of the voluntary return to his/her previous position.

ARTICLE 20

LEAVES OF ABSENCE

SECTION 1: GENERAL

A. Family/Medical Leave

The Employer shall grant an eligible employee up to twelve (12) weeks leave during a twelve (12) month period for reasons covered by and in accordance with the provisions of the Family and Medical Leave Act. All accrued vacation (except for one (1) week) compensatory or sick leave (if medically required) time, shall be utilized first and shall count towards the leave.

B. Authorization for Leave:

For instances not covered by the Family and Medical Leave Act, the authorization of a leave of absence without pay is a matter of administrative discretion. The appointing authority, or his designated representative, shall decide in each individual case if a leave of absence is to be granted. Before granting an unpaid leave of absence, all sick leave must be used, if extended leave is for medical leave.

C. Sick Leave Credit and Vacation Credit:

An employee on leave of absence without pay is not eligible for holiday pay for days occurring during such leave and 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.

D. Abuse of Leave

If a leave of absence is granted for a specific purpose and it is found that the leave is not actually being used for such purpose, the appointing authority or his designated

representative may cancel the leave, and direct the employee to report for work by giving written notice to the employee and to the Human Resource Manager.

E. 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.

If mutually agreed, an employee may be returned to work before the scheduled expiration of leave. If an employee fails to return to work within three (3) days of the expiration or cancellation of an approved leave of absence without pay, he may be removed from the employment of the City. An employee who fails to return to service or is removed shall be deemed to have terminated service with the City effective with the last day of the approved leave of absence without pay.

SECTION: 2: MATERNITY LEAVE

Maternity leave shall be treated in the same manner as any medical leave, including provisions of the FMLA.

SECTION 3: MILITARY LEAVE

A. All employees of the City who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from the respective duties without loss of pay for such time not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year. Compensation for activation in excess of thirty-one (31) calendar days shall be made consistent with O.R.C. 5923.05

B. The employee is required to submit to his supervisor an order or statement from

the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is 176 hours for the first thirty-one (31) calendar day period. Compensation for the above purposes, not to exceed 176 hours, shall be submitted to the City Finance Director upon return from such duty, or as soon as possible. The City Finance Director will give the employee a receipt for the same.

C. Employees who have worked for the City for at least thirty (30) calendar days will be granted a leave of absence without pay to be inducted or to otherwise enter military service. They are not to be paid for such leave unless they are members of reserve components as specified in Paragraph A.

D. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he/she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply to reinstatement within ninety (90) days of discharge, or makes written waiver of all rights to the position.

E. An employee who voluntarily re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended duty beyond that required upon accepting a commission, is not eligible for reinstatement.

F. Employees, who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. This leave will cover the official period of the emergency.

G. A veteran separated or discharged under honorable conditions must make application for reemployment to the former position within ninety (90) days from the date of release from service, or within ninety (90) days after release from hospitalization due to in-service injury or illness has not exceeded a period of more than one year. The following procedures apply:

1. Reinstatement must be accomplished within thirty (30) days after application is received by the appointing authority.
2. A copy of a discharge or certificate of service must accompany all requests for reinstatement or reappointment.
3. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of the like status and pay, compatible with his physical condition.

H. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:

1. Sick Leave - that amount which had been accumulated at the time of entering the service.

2. Vacation Leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave.
3. Any change in classification or pay range which would have accrued to the position if the employee had been on the job.

SECTION 4: DISABILITY LEAVE

A. A physically incapacitated employee may request a disability leave. A disability leave shall be granted when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. Hospitalized or institutionalized.
2. On a period of convalescence following hospitalization, or institutionalization authorized by a physician at the hospital or institution.
3. Is declared temporarily incapacitated for the performance of the duties of the position by a licensed physician.
4. After applying for disability leave, an employee may be required to have an examination and certification by a doctor chosen by the City at City expense. If that doctor's opinion differs from the employee's doctor's opinion, then those two doctors shall choose a third doctor whose opinion shall be binding.
5. The Employer reserves the right to require an employee to be examined by a licensed medical doctor selected by the Employer in cases where it is felt that the employee is not fit to return to service from a medical leave, or has a physical or psychological problem

prohibiting the employee from performing his assigned duties. If such examination is required, such cost shall be paid by the Employer.

6. Such absence or condition is not expected to extend beyond a total of six (6) months from the date the original leave is granted.

B. Upon reinstatement from disability leave, an employee will be returned to the same or to a similar position. Any appointment to a position vacated by disability leave will be on a temporary basis, and the person accepting such a position must be made aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, the position held by the employee temporarily assigned shall be posted for bid in accordance with the provisions of this Agreement. The temporarily assigned employee shall be considered, in line with seniority, for all vacancies.

C. Disability leaves shall be without pay and/or fringe benefits. Disability leave, if approved shall not exceed thirty (30) day intervals or six (6) months in total. A disabled employee at his option may first be granted a personal leave without pay. However, should the disability continue beyond the expiration date of the personal leave of absence, the employee may request and be granted a disability leave, provided that the conditions in Paragraph A are met.

D. An employee who has been granted a disability leave is to be reinstated within three (3) days of the expiration or mutually agreed return date, after making written application and passing medical examination showing full qualification to perform the duties of the position.

E. An employee whose disability prevents reinstatement from disability leave may

wish to apply to the Public Employee Retirement System for a disability retirement. Should a disability retirement be approved, such a separation from City service shall be properly reported to the Human Resource Manager.

F. If an employee is unable or fails to return from an approved disability leave and does not formally resign nor take a disability retirement, steps will be initiated for a separation from service.

SECTION 5: COURT LEAVE

A. Court leave with pay will be granted to a full-time employee who is subpoenaed for any court or jury duty by the United States, the State of Ohio or a political subdivision. Court leave with pay will be granted to any employee subpoenaed and required to appear as a witness in any criminal action.

B. 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 employees' 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 accumulated compensatory time.

C. Employees should honor any subpoena issued to them, including those for Workmen's Compensation, Unemployment Compensation, Personnel Board of Review and Defiance City Civil Service Commission Hearings.

D. Employees are expected to report for work if, after court or jury duty responsibilities are met, four (4) hours or more of the employee's regularly scheduled shift remains.

E. All monies received as compensation, unless jury duty was served totally

outside of regular working hours, shall be turned over to the City.

SECTION 6: **UNION LEAVE**

The Local shall be allowed ten (10) days off per year for duly elected Union delegates or alternates to attend the conventions, conferences and seminars of the Union, Council, and the Biennial Conventions of the American Federation of State, County and Municipal Employees, and AFL-CIO. Such time off shall be granted with pay to be charged against the employee's sick leave, vacation, or comp time for the purpose of participation in such functions.

The number of employees off at any one time shall be limited to two (2). The Union shall notify the City ten (10) days prior to said functions of the employees attending.

SECTION 7: **PERSONAL LEAVE**

A. Any personal leave of absence requested must be submitted to the Division Head and approved by the appointing authority 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 and/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 appointing authority or his designated representative. Personal leave is to be used for other than sick leave.

B. The City agrees to allow one (1) employee selected by A.F.S.C.M.E., AFL-CIO a leave of absence not to exceed 30 days upon written notice. Said selected employee shall be entitled upon his return to his former position and all benefits that have accrued to that position.

SECTION 8: **BLOOD DONATIONS**

Subject to manpower requirements, employees who wish to voluntarily donate

blood will be paid their base hourly rate with no time lost as a result of such donation. In order to qualify for such time, the employee must receive advance approval and notify his Division Head prior to leaving and must make such donation during the last hour of his shift or at other times as approved by his Division Head.

SECTION 9: ADOPTION LEAVE

Full-time employees shall be eligible to receive paid sick days to be used during an approved adoption leave in cases where the child to be adopted is age twelve (12) or less. The employee must apply for the leave in writing to the City Administrator, giving ten (10) days notice unless otherwise waived. The leave shall not exceed thirty (30) calendar days.

SECTION 10: INJURY LEAVE

A. Upon approval of the Board of Control, any employee who qualifies for temporary total disability payments through the Ohio Bureau of Worker's Compensation for an injury incurred in the line of duty shall be entitled to receive his normal pay from the City during the first sixty (60) calendar days of such injury, without any loss of accumulated sick leave time. The employee will be required to sign a Salary Continuation Agreement that will be forwarded to the Ohio Bureau of Workers Compensation. If an extension is requested by the employee, the Board of Control will review and decide before the 50th day for additional salary continuation.

B. If the employee returns to work prior to expiration of the original sixty (60) calendar day period and then is disabled at a later date due to the same injury he may use the unused portion of the sixty (60) calendar day period provided he has properly filed his claim for such reoccurrence with the Industrial Commission.

C. In the event the Bureau of Worker's Compensation should deny any claim as

not being sustained in the course of and arising out of employment or related to an old injury, disability pay charged to injury leave days will be charged against the employee's accumulated sick leave. In the event the employee does not have sufficient accumulated sick leave to cover the period of absence, the employee shall be personally liable for refunding to the City all amounts received as injury leave pay. Holidays which occur during the injury leave days which is subsequently disallowed shall not be charged against the employee's sick leave accumulation.

D. It is the responsibility of the employee to make a written request to the Human Resource Manager for injury leave.

E. Any employee who is permanently separated from City service due to a service related disability compensated by the Ohio Bureau of Workers' Compensation or Public Employee's Retirement System, as a result of a bodily injury received in the line of duty, shall receive a lump sum payment of the full balance of his accumulated but unused sick leave. The designated beneficiary of any employee who dies as a proximate result of such an injury shall receive payment for the full balance of the accumulated but unused sick leave.

ARTICLE 21

SICK LEAVE

SECTION 1: CREDITING OF SICK LEAVE

Sick leave credit shall be earned by all bargaining unit members 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 2: RETENTION OF SICK LEAVE

An employee who transfers from a public agency to the City, or who has prior service with a public agency, as defined in Section 124.38, Ohio Revised Code, shall retain credit for any sick leave earned in accordance with that section, 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 the public service shall be placed to his credit upon his reemployment in the City provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

SECTION 3: EXPIRATION OF SICK LEAVE

If illness or disability continues beyond the time covered by earned sick leave, the employee shall be granted a disability leave in accordance with this Agreement.

SECTION 4: CHARGING OF SICK LEAVE

Sick leave shall be charged in minimum units of fifteen (15) minutes. An employee shall be charged for sick 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. Sick leave earned while employed with the City of Defiance shall be used before any sick leave transferred from another political subdivision. Sick leave earned with another political subdivision shall only be used for illness of the employee, or a member of his immediate family.

SECTION 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 or injury of the employee, or a member of his immediate family. (In the case of a member of the immediate family not living in the same household, the appointing authority may credit sick leave when he believes it justified, but such cases will be carefully investigated.)
2. Medical, dental or optical examination of treatment of employees, or a member of his immediate family which requires the employee and which cannot be scheduled during non-working hours.
3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.
4. Pregnancy and/or childbirth and other conditions related thereto.

B. Definition of Immediate Family: Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

SECTION 6: EVIDENCE REQUIRED FOR SICK LEAVE USAGE

The City may require an employee to furnish a satisfactory written, signed

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

SECTION 7: NOTIFICATION BY EMPLOYEE

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

SECTION 8: 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 may result in dismissal and refund of salary or wage paid.

SECTION 9: PHYSICIAN STATEMENT

Employees with an illness or disability exceeding three (3) consecutive working days may be required by the Division Head to furnish a statement from his physician notifying the City that the employee is unable to perform his duties, and may be required to present a statement from his physician upon his return to work indicating his fitness.

SECTION 10: PHYSICAL EXAMINATION

The City may require an employee to take an examination, conducted by a licensed physician to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the City.

ARTICLE 21A

RETIREMENT SICK LEAVE CONVERSION

SECTION 1: Any employee employed prior to August 1, 1998 who retires after ten (10) years continuous service will be compensated for accumulated sick leave earned while employed with the City of Defiance at the time of retirement, upon the basis of one (1) day's pay for every two (2) days of sick leave, for the first one hundred twenty (120) days of accumulated sick leave, and one (1) day's pay for each seven (7) days of sick leave for days over one hundred twenty (120) days of accumulated sick leave. In case of death of an active employee after ten (10) years of continuous service, his accumulated sick leave will be converted to a lump sum payment at the same rate payable to his beneficiary previously designated by him in writing on a form provided by the City. (If there is no valid designation, the payments shall be made to his estate, upon the application of the personal representative.)

SECTION 2: Any employee employed August 1, 1998 or after who retires after ten (10) years continuous service will be compensated for accumulated sick leave earned while employed with the City of Defiance at the time of retirement, upon the basis of one (1) day's pay for every two (2) days of sick leave, for the first one hundred twenty (120) days of accumulated sick leave. In case of death of an active employee after ten (10) years of continuous service, his accumulated sick leave will be converted to a lump sum payment at the same rate payable to his beneficiary previously designated by him in writing on a form provided by the City. (If there is no valid designation, the payments shall be made to his estate, upon the application of the personal representative.)

ARTICLE 22

CONDITIONAL SICK LEAVE DAYS

SECTION 1: Each employee of the Bargaining Unit, with at least 120 hours of sick time on the books at time of request, may elect to use up to three (3) days of his/her sick leave, per year, as a leave of absence with pay. Each conditional sick leave day will be paid at the employee's regular base hourly rate up to a maximum of eight (8) hours pay per each leave day. This leave shall be deducted from the employee's accumulated, but unused sick leave on an hour per hour basis. Conditional sick leave days shall not be accumulative from one year to another.

Employees shall schedule the above conditional sick leave days in the same manner as required for vacation scheduling. Conditional sick leave days shall be taken in no less than one quarter (1/4) hour increments.

ARTICLE 23

BEREAVEMENT LEAVE

SECTION 1: Employee(s) of the Bargaining Unit shall be granted a leave of absence with pay to attend the funeral of a member of his immediate family. Such leave shall be granted anytime from the day of the death until, and including the day of the funeral provided the employee shall be eligible for only three (3) days of paid bereavement leave for days on which the employee would have otherwise been required to work. Bereavement leave shall not be charged against the employee's accumulated sick leave. Additional time off as needed shall be granted to the employee with the approval of the Division Head, but such additional leave will be chargeable against the accumulated sick leave of said employee.

SECTION 2: The employee must notify his supervisor of the purpose of his absence not later than fifteen (15) minutes 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 Division Head verification of the death, relationship and funeral date.

SECTION 3: Immediate family shall be defined as the employee's grandparents, brother, sister, aunt, uncle, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, grandchild or a legal guardian.

SECTION 4: Employees on bereavement leave are not eligible for overtime until returning to work.

SECTION 5: For the purposes of this Article a day is defined as an employees' normally scheduled hours of work.

ARTICLE 24

VACATION

SECTION 1: All bargaining unit employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. Vacation earned in an anniversary year shall be used by the end of the following anniversary year and is not accumulative unless approved by the Board of Control. The amount of vacation leave to which a bargaining unit employee is entitled is based upon length of service as follows:

1. Less than one (1) year of service completed: No Vacation
2. One (1) year of service, but less than eight (8) years of service completed:
80 Hours
3. Eight (8) years of service, but less than fifteen (15) years of service completed: 120 Hours
4. Fifteen (15) years of service, but less than twenty three (23) years of service completed: 160 Hours
5. Twenty-three (23) years or more of service completed: 200 Hours

SECTION 2:

Section A: Vacation is credited each week to full-time employees at the following rates:

1. For those entitled to 80 hours annual vacation: 1.538 hours per week
2. For those entitled to 120 hours annual vacation: 2.307 hours per week
3. For those entitled to 160 hours annual vacation: 3.076 hours per week
4. For those entitled to 200 hours annual vacation: 3.845 hours per week

Section B: Vacation is credited each week to part-time employees and shall be pro-rated per bi-weekly pay period.

All bargaining unit employees who are in active pay status less than the normal

schedule during a given week, will accumulate vacation at a rate equal to that percentage of the week they actually worked.

SECTION 3: No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he or she has completed one (1) year of employment with the Employer.

SECTION 4: The employee eligible for four (4) or five (5) weeks vacation may opt to receive the fourth and/or fifth week as forty (40) hours base pay in lieu of vacation.

SECTION 5: 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 specified in this Vacation Agreement. Vacation shall be taken in no less than fifteen (15) minute increments which can be scheduled at the beginning and ending of a work shift. Employees shall have until March 15th of each year to request vacation based on seniority. Authorization shall be posted by April 1st and remain accessible. After April 1st vacations will be scheduled on a first request basis. Vacation requests must be made seven (7) calendar days in advance, and authorization or denial shall be provided within three (3) work days. Vacation requests made less than seven (7) calendar days in advance may be granted at the discretion of the supervisor. Vacation requests shall have priority over Conditional Sick Leave Days and Comp Time requests if they have been scheduled by April 1st.

The Division Head shall determine how many employees may be scheduled off for vacation at the same time by classification within his Division.

Scheduled vacations will not be denied except in the case of an emergency situation. Creation of overtime shall not be cause for denial of vacation for employees

who work a weekend schedule. An employee taking a full week of vacation shall have priority over one taking less than a week regardless of seniority if it is scheduled prior to April 1 each year.

SECTION 6: An employee's vacation begins when he does not punch in for his normal shift. An employee's vacation ends when he punches in for his normal shift. An employee on a scheduled vacation greater than four (4) consecutive hours, may voluntarily notify the Employer in writing that he/she wishes to be included in the normal overtime call-out rotation or for scheduled overtime opportunities to be worked upon the employee's return to service while on vacation.

SECTION 7: In cases where a part-time employee becomes full-time, prior service for purposes of calculating years of service shall be adjusted on a pro-rata basis for prior service worked with the City of Defiance.

SECTION 8: Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his or her credit at the time of separation. In the case of a death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his estate.

ARTICLE 25

HOLIDAYS

SECTION 1: 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 following each of the Holidays listed in this Article, unless the employee was unable to work because of bon a fide illness or injury.

SECTION 2: In the event a Holiday falls within an eligible employee's approved vacation period, he shall be paid for such Holiday in addition to his vacation pay or, at his option, may take another day off. "Vacation period" shall be defined as a full week, when an employee cashes in a holiday. Employees who are requested and/or scheduled to work any of the Holidays listed shall receive either the Holiday pay plus one and one-half (1-1/2) times their regular pay for the time worked, or shall have the option of taking another day in lieu of the Holiday at a future date so specified subject to the approval of the Division Head. This day shall be scheduled in the same manner as required for vacation scheduling

SECTION 3: When any of the Holiday listed herein fall on a Sunday and the day following is observed as the Holiday, it shall be paid as such Holiday. When any of the Holidays listed herein fall on a Saturday and the day preceding is observed as the Holiday, it shall be paid as such Holiday.

In the cases of New Year's Day, day before, Christmas Day, and day before, such holidays will be observed as follows:

When Christmas and/or New Year's Day falls on a Saturday, the day before each of these holidays will be observed on Thursday, and Christmas and/or New Year's Day observed on Friday.

When Christmas and/or New Year's Day falls on a Monday, the day before each of these holidays will be observed on Friday, and Christmas and/or New Year's Day will be observed on Monday.

SECTION 4: Full-time employees shall receive eight (8) hours of Holiday pay for each of the following Holidays. Part-time employees shall receive four (4) hours of Holiday pay for each of the following Holidays:

New Year's Day	Columbus Day (Monday Holiday)
President's Day (Monday Holiday)	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day (Monday Holiday)	Day before Christmas
July Fourth	Christmas Day
Labor Day (Monday Holiday)	Day before New Year's Day

SECTION 5: Employees who are scheduled to work on a designated Holiday and who do not report for work on such Holiday, shall not be entitled to Holiday pay unless their reason for not reporting would ordinarily be accepted under the sick leave provisions of this Agreement.

ARTICLE 26

WORK DAY/WORK WEEK/OVERTIME

SECTION 1: The standard work week for all full time employees of the Bargaining Unit shall be forty (40) hours consisting of five (5) continuous eight (8) hour days. The Employer shall give seven (7) calendar days written notice prior to any shift change. There shall be no split shifts.

SECTION 2: All full-time employees in the Bargaining Unit shall be guaranteed the availability of eight (8) hour work days and five (5) day work weeks, except in the event of layoffs.

SECTION 3:

A. Notwithstanding the provisions of this Article, above, there may be two (2) non-standard shifts established in both the Water Division and Water Pollution Control Division, in which one (1) work day is of a different shift than the other four (4). An employee shall not be required to work more than two (2) non-standard shifts per month or more than twelve (12) within a calendar year except as required by and pursuant to the terms of Subsection B hereof. Said schedule shall be posted at least seven (7) calendar days in advance.

B. An employee in the Water Division or Water Pollution Control Division may be required to work more than two (2) non-standard shifts per month, or more than twelve (12) within a calendar year. In such an event the employee shall be paid overtime one and one-half (1-1/2) times pay for the one (1) day with the shift that is different from the other four (4) days of the shift.

C. Notwithstanding the provisions of this Article, a four (4) day, forty (40) hour schedule without overtime for the two (2) hours of regular shift, may be implemented during summer work season in the Division of Streets, Water Distribution, and Parks/Cemetery. Logistics of implementation will be discussed in a Labor-Management Meeting between Union and City representatives prior to implementation. Credits and debits for days off during such periods shall be based on a ten (10) hour day and adjusted accordingly.

PARTICULARS OF PROGRAM IMPLEMENTATION

1. Scheduled days would be done on week days Monday through Friday.
2. Such days would be scheduled consecutively.
3. A break period would be provided after eight (8) hours.
4. The season would be defined as May 1st through September 30th.
5. The Employer would offer employees first, then assign least senior by classification, by Division. The Employer's offer would be done by a survey process.
6. If a project was to be scheduled pursuant to this Article and Section, the survey would include a statement of the program or project, the scope, and reasonably, project the length of time to complete.
7. If employees were scheduled to start on what was a traditional second or third shift starting time, shift differential would be provided.

SECTION 4: When a lunch break is scheduled as part of an employee's work day, the employee shall ring out on his time card at the beginning of the scheduled lunch break

and ring in on his time card at the end of his scheduled lunch break, if the employee leaves his work area.

SECTION 5: Clean-up time of ten (10) minutes shall be permitted before lunch and immediately prior to the end of the scheduled work shift. This does not apply to Police Dispatchers and Data Entry Clerks.

SECTION 6: Any employee abusing the rest period and/or wash-up time, shall be subject to disciplinary action.

SECTION 7: No employee shall be required to work more than sixteen (16) continuous hours. Employees who are called in before their regular starting time shall be permitted to complete their regular shift.

SECTION 8: All Bargaining Union employees shall be eligible for overtime pay at the rate of one and one-half (1-1/2) times their base rate of pay for the following:

1. All hours worked in excess of eight (8) hours in a single work day for employees working a standard work day of eight (8) hours.
2. All hours worked in excess of forty (40) hours in a standard work week.

SECTION 9: All Bargaining Unit employees shall be eligible for overtime pay at the rate of two (2) times their base rate of pay for the following:

1. All hours worked in an overtime status during their regularly scheduled second off-duty day following completion of the standard work week.

SECTION 10:

- A. No overtime will be paid unless it has been authorized in advance by the

appropriate supervisor. For overtime call out, management level people and/or Union members in supervisory positions within the Divisions will be called first in accordance with Division procedure to decide the necessity for overtime call out, and the number of people to be called out for overtime. When the aforementioned individuals are not available, Non-Supervisory Union members may be contacted to make overtime call out in accordance with established Division procedure. When a Bargaining Unit member is authorized to make a call out which shall involve overtime, the employees called out will be duly compensated.

B. Except if the employee is responding to an overtime call out, Bargaining Unit employees required to call out other Bargaining Unit employees during non-scheduled working hours, shall be paid two (2) hours pay at their applicable overtime rate.

SECTION 11: When an employee works four (4) hours overtime in conjunction with his regular scheduled eight (8) hour shift, (twelve (12) consecutive hours), he shall be allowed a four dollars and fifty cents (\$4.50) meal allowance.

SECTION 12: Any employee who is called to work not contiguous to his regular shift, or any employee called in for work on his regular scheduled day off, or a Holiday thus necessitating additional travel to and from work, shall be guaranteed not less than two (2) hours pay at the applicable overtime rate.

SECTION 13: The City agrees to equally distribute overtime opportunities among qualified and trained employees by division. Employees may be required in reverse order of seniority to work overtime to continue and/or maintain the operation of a division. The employee with the least hours of overtime shall be called first. If an employee is given the opportunity to work overtime, he will be charged for it regardless of whether or not he works. When an employee returns to work from a sick leave without pay for three (3)

consecutive weeks or more duration, that employee shall be credited with the average number of overtime hours charged to all employees in the same classification and department as logged on the overtime list during the employee's absence.

Unplanned contiguous overtime shall not exceed approximately two (2) hours, as reasonably able to plan, without using the overtime list to schedule.

Crews within the Public Works Division which experience a need for additional manpower after exhausting their crew personnel shall call a like crew, meaning a crew with classifications equal to those in the affected crew including Equipment Operators and Maintenance Mechanics, in the sequence set out below. When an individual responding to a call out from an external crew works overtime, his or her internal crew call out sheet shall reflect the hours in this same manner as internal overtime is documented.

Parks & Cemetery

1. Streets
2. Water Distribution

Streets

1. Water Distribution
2. Parks & Cemetery

Water Distribution

1. Streets
2. Meter Service Rep
3. Parks & Cemetery

SECTION 14: Division/Crew overtime list shall be posted on the Union Bulletin Boards. They shall be updated, as required, each day, Monday through Friday by management who shall record each occurrence of offered or worked overtime for the life of the agreement.

SECTION 15: Any employee taking vacation, conditional sick leave, sick leave or compensatory time for four (4) hours or less, will be eligible for overtime between the time such leave expires and the beginning of their next regular work day. Any employee on sick leave would only be called for overtime when the sick leave was used for doctor's appointments, etc. and not when the employee was forced to leave work because of a personal illness.

SECTION 16: During their probation, newly hired employees are not included on the overtime call out list; however, in cases where all regular qualified Union personnel are called and more people are needed then newly hired probationary employees may be called. Overtime hours accrued by newly hired probationary employees will not be credited as overtime hours for the purpose of counting on the overtime list. When a new employee passes his probation he will be assigned the number of overtime hours that will place him in the middle of his division's overtime list.

A current employee, upon assignment to a classification change, shall be assigned the number of overtime hours that will place him in the middle of his division's overtime list after successful completion of probation or sooner if agreed between the employee and Employer.

SECTION 17: The overtime list shall run for the duration of the contract.

SECTION 18: All hours of overtime worked during a declared emergency will not be added to the overtime lists.

SECTION 19: In lieu of the applicable overtime payment, an employee may elect to take compensatory time off. The employee must notify their immediate supervisor within the week the overtime is worked of their desire to be credited for such time as compensatory time.

Employees shall be limited to a cap of eighty (80) hours within a calendar year. If compensatory time is not taken, such time shall be paid to the employee at the appropriate overtime rate at the time of payment.

Compensatory time off shall be scheduled in no less than four (4) hour increments in the same manner as vacation, except that compensatory time off may be denied if an overtime situation results, creating pyramiding of time off.

Payout of compensatory time will be the first pay of January for the balance as of the last pay in December.

SECTION 20: Employees shall be permitted a fifteen (15) minute break during the first half of the shift and a fifteen (15) minute break during the second half of the shift. These fifteen (15) minute breaks shall be without loss of pay. Said breaks may be taken away from the work area, but in the near vicinity and exclusive of bars. Should circumstances of the job dictate a necessity for the crew staying at the job site, the person in charge shall have the discretion to send out for snacks and have the break taken at the job site.

SECTION 21: **MOSQUITO SPRAYING**

1. Testing for mosquito spraying will be paid by the City up to three (3) times for initial certification or recertification annually.
2. Certification may be mandatory as determined by the city for those who spray.
3. Rate of pay will be:
 - a. 1.5 times hourly rate - Monday through Thursday.
 - b. 2.0 times hourly rate - Sunday as per contract.
4. For the purpose of mosquito spraying operation, a separate overtime list will be maintained.

5. Employees who refuse to participate in the program in the year they are certified or recertified, must reimburse the City for these costs.

ARTICLE 27

PAY PERIODS

SECTION 1: All employees shall be paid bi-weekly. Pay checks will be disbursed on the appropriate Friday. If a Holiday falls on Friday or the employee's regularly scheduled day off is Friday, the pay will be one day earlier, as soon as the checks are available.

SECTION 2: The current unused sick leave and vacation balance shall be shown on each bi-weekly payroll stub.

ARTICLE 28

STEP INCREASES

SECTION 1: All Bargaining Unit employees will be assigned to the appropriate pay range on the base scale in accordance with Appendix A and Appendix B, C and D of this Agreement.

SECTION 2: All new employees in the Bargaining Unit shall, at the end of their probationary period, move to the next pay step in their pay range that provides an increase.

SECTION 3: On their anniversary dates of each year, employees will automatically advance to the next step until they have advanced to the top step of their pay range. The anniversary date, for the purpose of step increases, is the day the employee successfully completes his/her probationary period.

SECTION 4: A current employee who bids to a lower classification shall drop vertically by step number to his new pay range and then after completion of his probation period move up one step if it is available in the new range. Thereafter, the employee shall advance yearly to the next higher step in the pay range on his/her new date of assignment to the new classification.

A current employee who has a lateral classification change shall retain their current step and rate of their former classification. The employee shall advance yearly to the next higher step in pay range on his/her new date of assignment to the new classification.

A current employee who is promoted to a higher classification which has a higher assigned pay range shall, upon completion of his promotional probation period in the new classification, be advanced to the lowest pay step in the new pay range which will provide an hourly increase above that which the employee was receiving in his former

classification, except where the increase adjustment places them at Step A of the new pay range. In such cases, the employee will be placed and paid at Step A of the new pay range upon assignment to the classification and move to Step B upon completion of the probationary period.

The employee shall advance yearly to the next higher step in pay range on his/her new date of assignment to the new classification.

Section 5: Any new or existing employee entering into the Bargaining Unit shall be assigned to the appropriate pay range at the lowest step in that appropriate classification.

ARTICLE 29

SHIFT DIFFERENTIAL

SECTION 1: First Shift pay shall be paid at the employee's base hourly rate. Second Shift and Third Shift pay shall be paid at the employee's base hourly rate plus thirty (\$0.30) cents per hour shift differential.

SECTION 2: Shift differential shall not be paid on overtime and shall not be used in figuring any other pay calculations.

SECTION 3: For purposes of defining shifts, First shift shall be defined as the shift where a majority of hours are scheduled to begin in the morning and end in the afternoon. Second shift shall be defined as the shift where a majority of hours are scheduled to begin in the afternoon and end in the night. Third shift shall be defined as the shift where a majority of the hours are scheduled to begin at night and end in the morning.

ARTICLE 30

LONGEVITY

SECTION 1: As a means of rewarding employees for loyal service and to serve as an incentive for retaining good employees, a longevity pay plan is established for those hired on, or before June 1, 1985.

SECTION 2: Annual longevity payments shall be made during the first half of the month of December of each year in accordance with the longevity pay plan hereinafter set forth to all permanent, full-time employees, who shall have completed at least five (5) years of continuous service, and who shall be in the employ of the City as of November 30 of the year in which the longevity payment is made. Annual longevity payments shall be based on the employee's length of continuous service as of November 30 of the year in which the longevity payment is made. Layoffs of less than twelve (12) months do not constitute a break in continuous service. The rate of payment shall be as follows:

\$ 500 after 5 years of continuous service.

\$ 650 after 10 years of continuous service.

\$ 850 after 15 years of continuous service.

\$1,050 after 20 years of continuous service.

\$1,200 after 25 years of continuous service.

SECTION 3: All employees hired after June 1, 1985, shall not be entitled to longevity.

ARTICLE 31

WORKING OUT OF CLASSIFICATION

SECTION 1: When an employee is assigned by the appropriate authority to perform working a higher Bargaining Unit classification, the employee shall be paid one (1) additional pay step for each pay grade above his regular classification, after two (2) consecutive hours.

SECTION 2: An employee who is required to work temporarily in a lower classification shall receive his higher classification pay rate. An employee permanently transferred to a lower classification shall receive a rate adjustment to the lower classification.

SECTION 3: No employee shall be worked out of classification for the express purpose of avoiding overtime. Any Unit member called out for overtime and assigned to perform a job outside of their classification for the overtime period will be paid out of class pay at the rate of the position in which they work. Out of class pay will not apply if they work in a position with a comparable pay rate as their standard classification.

SECTION 4: Any Bargaining Unit employee assigned to temporarily fill in for a Non-Bargaining Unit employee shall receive the same hourly rate as the employee he/she is filling in for after two consecutive hours, if that employee's rate is higher than that of the Bargaining Unit employee.

SECTION 5: Any employee working for more than two (2) hours (out of classification) will be paid for all hours worked.

ARTICLE 32

TRAINING AND SCHOOLING PAY

SECTION 1: When an employee is required by the Employer to attend a training seminar including E.P.A. certifications, he shall be reimbursed for fair and reasonable expenses incurred for registration, lodging and meals in accordance with the general City policies then in effect for all City employees. The Employer shall determine if transportation shall be furnished. Should an employee be required to use his private vehicle, he shall receive mileage established by the I.R.S. as periodically adjusted. Mileage will be paid for one vehicle regardless of the number of employee occupants in that vehicle.

SECTION 2: **SCHOOLING PAY**

Upon pre-approval by the Board of Control, employees shall receive an amount not to exceed three hundred (\$300.00) dollars per year as reimbursement for cost of college, correspondence or other job-related courses approved by the Board of Control, and taken on other than City time and at City expense. This shall be based upon the course taken and successfully passed.

SECTION 3:

Effective January 1, 2009, operators, maintenance mechanics, and laboratory tech/chemist in the Water and Waste Water division who obtain and maintain a Class II EPA, operator certification shall be compensated twenty-five cents (\$.25) per hour added to their base rate, and employees with Class III operator certification shall receive fifty cents (\$.50) per hour added to their base rate. Grandfather employees currently getting paid for a license who are not in a classification to utilize it on a daily basis.

ARTICLE 32A

COMMERCIAL DRIVERS LICENSE

SECTION 1: The City shall determine which vehicles and employees fall under CDL. Position descriptions will be updated where necessary to include the requirement for a CDL. The Employer will contract with a physician to perform the physical examination and employees' costs for the physical will be paid by the Employer. The Employer will provide CDL training and reimbursement for a physical examination, testing, and license costs for current employees who are required to obtain a CDL if the requirement did not exist when the employee began working in his or her position. New employees, transfers, and promoted employees are responsible for fulfilling all requirements for a CDL at their own expense if such requirements exist when they begin employment in a new position.

SECTION 2: An employee who is unable to obtain a CDL or receives a suspension of their CDL rights, where that is a requirement for his position, will be placed in a vacant position for which he possesses the qualifications if it is available and his placement does not violate other terms and provisions of this Agreement. The employee may be placed on an unpaid leave at the discretion of the Employer from employment if he fails to maintain CDL certification, and will be offered the right to return to the next available position which he is qualified to perform for up to fifteen (15) months.

SECTION 3: Provisions of Section 2 above, as appropriate, shall also apply to positions which require non-CDL State of Ohio driver's licenses.

ARTICLE 33

LIFE, PRESCRIPTION, DENTAL, VISION AND HEALTH INSURANCE

SECTION 1: **LIFE INSURANCE**

The City shall provide at no cost to the full-time employee, a death benefit and accidental death benefit in an amount to be determined by the Employee Health Care Cost Containment Committee subject to the approved Committee Rules of Procedures as established in Council Resolution 2071. It shall be paid to the designated beneficiary of a regular full-time employee of the City of Defiance upon death, providing such death occurs after the employee has completed thirty (30) days from date of employment and the first of the month thereafter.

Each employee should furnish the City with a Designation of Beneficiary. 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 personal representative. The City will provide a Certificate of Insurance to each employee.

SECTION 2: Accidental Death Benefits for a full-time employee's spouse and each dependent child shall be provided by the City at no cost to the employee.

Amounts will be determined by the Employee Health Care Cost Containment Committee subject to the approved Committee Rules Procedures as established in Council Resolution 2071.

SECTION 3: **PRESCRIPTION PLAN**

Health Insurance including a prescription plan and full maternity benefits for all full-time employees shall be provided by the City. Health Insurance coverages will be determined by the Employee Health Care Cost Containment Committee subject to the

approved Committee Rules of Procedures, as established in Council Resolution 2071.

SECTION 4: DENTAL

The City shall offer a Dental Insurance Program to cover the full-time employees and their dependents. The Dental Plan coverage shall be determined by the Employee Health Care Cost Containment Committee subject to the approved current Committee Rules of Procedure, as established in Council Resolution 2071.

SECTION 5: VISION

The City shall offer a Vision Care Insurance Plan to cover the full-time employees and their dependents. The Vision Care Coverage shall be determined by the Employee Health Care Cost Containment Committee subject to the approved current Committee Rules of Procedure, as established in Council Resolution 2071.

SECTION 6: HEALTH, DENTAL, PRESCRIPTION AND VISION

The Employer shall offer Hospitalization, Medical, Prescription, Vision and Dental Insurance to all eligible employees covered by this Agreement, in the same manner as provided under the City-wide insurance plan determined by the Employee Health Care Cost Containment Committee subject to the approved current Committee Rules of Procedure, as established in Council Resolution 2071.

SECTION 7: Upon the written request of an employee on leave of absence, the City will continue coverage of the Group Life and Health Insurance and will assume payment of premium for a maximum of thirty (30) days. At the beginning of the month, following the commencement of his leave of absence, the employee will be responsible to pay the full premium.

ARTICLE 34

WAGES

SECTION 1:

Effective August 1, 2019 wage scales of all employees shall be increase by an additional two and one-half percent (2 1/2%) as set out in Appendix B of this Agreement. Employees employed upon execution of this agreement by the City will receive pay retro-active to August 1, 2019. .

SECTION 2:

Effective August 1, 2020 wage scales of all employees shall be increased by an additional two and one-half percent (2 1/2%) as set out in Appendix C of this Agreement.

SECTION 3:

Effective August 1, 2021 wage scales of all employees shall be increased by an additional two percent (2%) as set out in Appendix D of this Agreement.

ARTICLE 34A

PUBLIC EMPLOYEES RETIREMENT SYSTEM

Employees shall be provided a retirement benefit under the Public Employees Retirement System as required by the Revised Code of Ohio.

The City will take all necessary actions to establish the Tax Deferral Method, whereby State and Federal Income Taxes on employee pension contributions by all Bargaining members may be deferred. This system will be implemented at the earliest possible time.

ARTICLE 35

SUB-CONTRACTING

SECTION 1: The City agrees to consult with the appropriate Division Supervision and to consider input from the Union prior to subcontracting out any work that adversely affects the Bargaining Unit employees.

SECTION 2: The City will, in considering the subcontracting of projects, take into account the availability of City resources as follows:

1. Vocational and technical skills available in the City work force.
2. Number of full-time personnel available in City work force.
3. The cost to the City of subcontracting a project as compared to the cost of completing the project with available City resources and employees.
4. The availability of City equipment necessary to the project.

SECTION 3: The City and Union will allow volunteer groups, service organizations, and other categories of individuals such as jail release workers and government assistance recipients who are offered or ordered to perform services to reduce or comply with provisions of the granting agency to perform work for the City.

Such work may be performed during normal working hours, on weekends and after normal working hours.

The work performed shall be in the nature of supplemental or assisting and shall not result in laying off current City employees.

The City agrees to offer Bargaining Unit employees the opportunity to work appropriate Bargaining Unit overtime when done outside the normal workday, workweek by such groups.

ARTICLE 36

DRUG/ALCOHOL TESTING

SECTION 1:

The unlawful manufacture, distribution, sale, purchase, possession, or use of a controlled substance, as set out in Section 4, is strictly prohibited. An employee who violates this section is subject to the discipline up to and including termination from employment, consistent with Article 7 – Disciplinary Procedure, and/or referred to an appropriate law enforcement authority.

SECTION 2:

Drug and alcohol screening/testing may be conducted randomly and/or upon reasonable suspicion that an employee has a controlled substance in their system or is under the influence of alcohol or drugs and/or post-accident or event causing injury or loss of time or loss of property. Results of drug or alcohol screening or testing will not be released to a third party except as may be required for administrative proceedings or as required by applicable law. The following procedures shall not preclude the Employer from administrative action based upon the test results.

SECTION 3:

All drug and/or alcohol screening tests shall be based upon a urine sample and conducted by a certified SAMHSA Agency. In the case of incapacitation, the drug or alcohol screening may be based on a blood sample drawn by appropriate medical personnel. The procedure utilized by the test lab shall include a chain of custody procedures and mass spectroscopy confirmation of any positive initial screening.

SECTION 4:

Drug screening tests shall be given to employees to detect the illegal use of controlled substances as follows:

<u>DRUG</u>	<u>SCREEN</u>	<u>CONFIRMATION</u>
Alcohol	.02	
THC	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	300 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
PCP	25 ng/ml	25 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml
Methaqualones	300 ng/ml	300 ng/ml

Confirmation cutoffs only apply if the Screen test is positive.

Alcohol tests will be given to determine if an employee is impaired (.02 or greater) while on the job. If an initial drug and/or alcohol screening is positive, a confirmatory test using the gas chromatography-mass spectrophotometry method shall be performed from a portion retained from the original sample. The Employer shall pay for the initial test and the confirmation if the initial test is positive. The employee may have a second confirmatory test done at a certified SAMHSA Agency of his choosing, at his expense, utilizing a portion retained from the original sample.

SECTION 5:

If the Employer or his designee orders, the employee shall submit to screening or

testing in accordance with the procedure set forth above. Refusal to submit to screening or testing after being ordered to do so may result in disciplinary action up to and including discharge.

SECTION 6:

Random testing will not exceed twenty percent (20%) of the total number of full-time employees employed by the Employer in any calendar year excluding elected officials and the designated pool of CDL drivers. An outside entity shall determine the random testing times, dates, and personnel to be tested.

SECTION 7: VOLUNTARY PARTICIPATION IN A DEPENDENCY PROGRAM

An employee may, at any time, voluntarily enter a chemical dependency program. This may be done through an employee assistance program or by direct contact with the other providers of such services. Employer knowledge gained by the employee's voluntary admission or participation in a chemical dependency treatment program shall not be used as the basis for discipline.

Information regarding treatment of employees voluntarily entering in chemical dependency programs shall remain confidential and shall not be released to the public.

Although an employee will not be subject to disciplinary action where the employee voluntarily submits to a treatment program prior to being tested as provided in this Article, the Employer has the right to insure that the employee is fit for duty when a request for reinstatement is made.

SECTION 8: - RIGHT OF UNION PARTICIPATION

At any time, the Union, upon request, if available, will have the right to inspect and review any aspect of the drug testing program up to the giving of a specimen. The Union may inspect individual test results if the release of this information is authorized by the

employee involved, or is necessary or relevant to the grievance/arbitration process of this Agreement.

SECTION 9: - UNION HELD HARMLESS

- a) This drug testing program is initiated solely at the behest of the Employer. The Employer shall be solely liable for any legal obligations and costs arising out of employee's claims based on constitutional rights regarding the application of this Section of the collective bargaining agreement relating to drug testing. The Union shall be held harmless for the violation of any employee's constitutional rights.
- b) The Employer is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation.

SECTION 10: - POLICY IMPLEMENTATION

The policy will be implemented in a consistent non-discriminatory manner when the program is implemented with non-bargaining and at least two (2) organized units of the City.

ARTICLE 37

SUCCESSOR CLAUSE

The provisions of this document shall be binding for the duration of this Agreement upon the City of Defiance, and its successors, and shall not be nullified by changes in the legal status or management of the City.

ARTICLE 38

WAIVER IN CASE OF EMERGENCY

SECTION 1: In the case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Defiance, the Federal or State Legislation, such as acts of God and Civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

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

SECTION 2: The City shall notify the Union when an emergency is declared and when it is terminated.

SECTION 3: Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with provisions outlined in the Grievance Procedure, and shall proceed from the point in the Grievance Procedure to which they (the grievance(s) had properly progressed when the emergency occurred.

SECTION 4: Upon the termination of the emergency, all work rules and/or agreements and practices relating to the assignment of City employees, shall be reinstated immediately.

SECTION 5: Upon declaration of an emergency the City shall make a concerted effort to follow the current contract.

ARTICLE 39

NO STRIKE OR LOCKOUT

SECTION 1: It is understood and agreed that the services performed by City employees included under this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no strike during the term of this Agreement or any extensions thereof. The Union specifically waives any statutory right to strike which may accrue subsequent to the signing of this Agreement.

SECTION 2: Nothing herein shall restrict any statutory rights of the City to act in regard to an illegal strike by its employees.

SECTION 3: The City agrees that it will not lock out employees of the Bargaining Unit, unless those members shall have violated the above Sections of this Article.

ARTICLE 40

SAVINGS CLAUSE

SECTION 1: This Agreement is subject to all existing Federal and State Laws. In the event that any provision of this Agreement is contrary to the above, it shall be of no further force and effect, but remainder of the Agreement shall remain in full force and effect. The City and the Union shall meet within ten (10) days for the purpose of negotiating a lawful alternative provision on the same subject matter.

ARTICLE 41

MUTUALLY AGREED DISPUTE SETTLEMENT PROCEDURE

SECTION 1.

Pursuant to ORC 4117.14(C), the parties agree that upon receipt of a Notice to Negotiate, they will make a good faith effort to conclude negotiations within sixty (60) calendar days. The parties may mutually agree to extend the initial sixty (60) day period.

SECTION 2.

If an agreement is not reached on all issues within this period, or if an impasse exists at an earlier time, the parties agree to seek to resolve their impasse by requesting that SERB appoint a mediator to assist the parties with their negotiations. If the assistance of a mediator is required, the parties agree to meet on not less than two (2) occasions or as mutually agreed in an effort to reach an agreement.

SECTION 3.

If, after mediation no agreement is reached, employees listed in 4117.14 (D) (1) – Dispatchers, shall be prohibited from participating in a strike and shall pursue a settlement pursuant to 4117.14(G) through (I).

Employees other than those listed in 4117.14(D) (2) reserve rights guaranteed under 4117.14(D) (2).

If after mediation, no agreement is reached, the employer reserves its rights to take such action as permitted by law.

ARTICLE 42

DURATION OF AGREEMENT

This Agreement shall be a three-year (3) agreement effective as of August 1, 2019 and shall remain in full force and effect until July 31, 2022. Notice of intention to strike shall not be given earlier than ten (10) days prior to the expiration of the Agreement. The "No Strike-No Lockout", Article 39, shall be waived ten (10) days prior to the expiration date of this contract, July 31, 2022. Negotiations shall commence at least ninety (90) days prior to the expiration date of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on 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, the City, the employees and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, unless otherwise specifically provided herein, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 43

ATTORNEY REPRESENTATION

Section 1: In the event a civil action is brought against a Dispatcher of the Defiance Police Department, arising out of performance of his/her official duties, including but not limited to emergency first aid, the Director of Law, upon request, will review the facts of the incident giving rise to such action and, if it is determined by the Director of Law that the Defendant acted properly and in accordance with applicable laws and regulations and procedures, an Attorney from the City Law Department shall be assigned by the Director of Law to defend such action brought against the Dispatcher.

Section 2: When the Director of Law, in his sole discretion, determines for whatever reason that no member of his office can represent a Dispatcher in a civil action as described in Section 1 above, but has acknowledged the validity of the defense of the suit, the City, at the direction of the Director of Law, shall appoint and pay an Attorney to represent the Dispatcher; said Attorney shall be selected by the Director of Law.

It is understood that said Dispatcher may suggest names of persons whom he/she wishes to represent him/her. The Director of Law will consider the names suggested, but it is not required to select the person to be appointed to represent said Dispatcher from the names suggested. The determination of who will be appointed to represent said Dispatcher shall be made by the Director of Law in his sole discretion and his determination shall be final.

CLASSIFICATION PAY RANGES - APPENDIX A

Account Clerk.....	4
Bookkeeping Machine Operator.....	4
Custodial Worker.....	5
Data Entry Operator (Effective 1-1-06).....	7
Equipment Operator II.....	11
Equipment Operator I.....	9
Grounds Maintenance Worker.....	9
Building Maintenance Technician.....	10
Laborer.....	6
Mechanic.....	12
Parking Meter Violation Representative.....	3
Parks Maintenance Worker.....	9
Radio Dispatchers.....	8
(Police Clerks).....	8
Secretary.....	4
Street Maintenance Worker I.....	6
Street Maintenance Worker II.....	7
Cemetery Sexton.....	14
Wastewater Equipment Operator.....	10
Wastewater Equipment Operator II.....	12
Wastewater Electronics Technician.....	12
Wastewater Laboratory Chemist.....	12
Wastewater Maintenance Mechanic.....	12
Wastewater Maintenance Mechanic Assistant.....	10
Wastewater Plant Operator I.....	10
Wastewater Plant Operator II.....	11
Wastewater Plant Operator Assistant.....	9
Wastewater Chief Operator.....	14
Water Chemist.....	12
Water Laboratory Technician.....	11
Water Maintenance Mechanic.....	12
Water Maintenance Mechanic Assistant.....	10
Water Maintenance Mechanic Chief.....	14
Water Meter Service Representative.....	9
Water Plant Operator.....	10
Water Plant Operator Assistant.....	9
Crew Leader.....	14
Crew Leader - Water Distribution.....	14
Crew Leader - Street Maintenance.....	14
Crew Leader - Park Maintenance.....	14

APPENDIX B WAGE SCALE

EFFECTIVE August 1, 2019

RANGE	A	B	C	D	E	F	G
1	\$15.33	\$15.73	\$16.16	\$16.52	\$16.94	\$17.41	\$17.88
2	\$15.73	\$16.16	\$16.52	\$16.94	\$17.41	\$17.88	\$18.34
3	\$16.16	\$16.52	\$16.94	\$17.41	\$17.88	\$18.34	\$18.88
4	\$16.52	\$16.94	\$17.41	\$17.88	\$18.34	\$18.88	\$19.37
5	\$16.94	\$17.41	\$17.88	\$18.34	\$18.88	\$19.37	\$19.88
6	\$17.41	\$17.88	\$18.34	\$18.88	\$19.37	\$19.88	\$20.43
7	\$17.88	\$18.34	\$18.88	\$19.37	\$19.88	\$20.43	\$21.02
8	\$18.34	\$18.88	\$19.37	\$19.88	\$20.43	\$21.02	\$21.58
9	\$18.88	\$19.37	\$19.88	\$20.43	\$21.02	\$21.58	\$22.18
10	\$19.37	\$19.88	\$20.43	\$21.02	\$21.58	\$22.18	\$22.80
11	\$19.88	\$20.43	\$21.02	\$21.58	\$22.18	\$22.80	\$23.46
12	\$20.43	\$21.02	\$21.58	\$22.18	\$22.80	\$23.46	\$24.13
13	\$21.02	\$21.58	\$22.18	\$22.80	\$23.46	\$24.13	\$24.83
14	\$21.58	\$22.18	\$22.80	\$23.46	\$24.13	\$24.83	\$25.49

APPENDIX C WAGE SCALE

EFFECTIVE August 1, 2020

RANGE	A	B	C	D	E	F	G
1	\$15.72	\$16.13	\$16.56	\$16.93	\$17.37	\$17.85	\$18.33
2	\$16.13	\$16.56	\$16.93	\$17.37	\$17.85	\$18.33	\$18.80
3	\$16.56	\$16.93	\$17.37	\$17.85	\$18.33	\$18.80	\$19.35
4	\$16.93	\$17.37	\$17.85	\$18.33	\$18.80	\$19.35	\$19.86
5	\$17.37	\$17.85	\$18.33	\$18.80	\$19.35	\$19.86	\$20.38
6	\$17.85	\$18.33	\$18.80	\$19.35	\$19.86	\$20.38	\$20.94
7	\$18.33	\$18.80	\$19.35	\$19.86	\$20.38	\$20.94	\$21.54
8	\$18.80	\$19.35	\$19.86	\$20.38	\$20.94	\$21.54	\$22.12
9	\$19.35	\$19.86	\$20.38	\$20.94	\$21.54	\$22.12	\$22.73
10	\$19.86	\$20.38	\$20.94	\$21.54	\$22.12	\$22.73	\$23.37
11	\$20.38	\$20.94	\$21.54	\$22.12	\$22.73	\$23.37	\$24.05
12	\$20.94	\$21.54	\$22.12	\$22.73	\$23.37	\$24.05	\$24.73
13	\$21.54	\$22.12	\$22.73	\$23.37	\$24.05	\$24.73	\$25.45
14	\$22.12	\$22.73	\$23.37	\$24.05	\$24.73	\$25.45	\$26.13

APPENDIX D WAGE SCALE

EFFECTIVE August 1, 2021

RANGE	A	B	C	D	E	F	G
1	\$16.03	\$16.45	\$16.89	\$17.27	\$17.71	\$18.21	\$18.70
2	\$16.45	\$16.89	\$17.27	\$17.71	\$18.21	\$18.70	\$19.18
3	\$16.89	\$17.27	\$17.71	\$18.21	\$18.70	\$19.18	\$19.74
4	\$17.27	\$17.71	\$18.21	\$18.70	\$19.18	\$19.74	\$20.26
5	\$17.71	\$18.21	\$18.70	\$19.18	\$19.74	\$20.26	\$20.78
6	\$18.21	\$18.70	\$19.18	\$19.74	\$20.26	\$20.78	\$21.36
7	\$18.70	\$19.18	\$19.74	\$20.26	\$20.78	\$21.36	\$21.97
8	\$19.18	\$19.74	\$20.26	\$20.78	\$21.36	\$21.97	\$22.56
9	\$19.74	\$20.26	\$20.78	\$21.36	\$21.97	\$22.56	\$23.19
10	\$20.26	\$20.78	\$21.36	\$21.97	\$22.56	\$23.19	\$23.84
11	\$20.78	\$21.36	\$21.97	\$22.56	\$23.19	\$23.84	\$24.53
12	\$21.36	\$21.97	\$22.56	\$23.19	\$23.84	\$24.53	\$25.23
13	\$21.97	\$22.56	\$23.19	\$23.84	\$24.53	\$25.23	\$25.96
14	\$22.56	\$23.19	\$23.84	\$24.53	\$25.23	\$25.96	\$26.65

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hand this
23rd day of August, 2019.

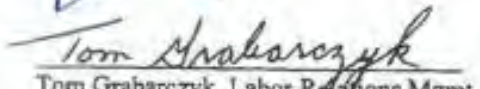
**FOR THE
CITY OF DEFIANCE, OHIO**


Mike McCann, Mayor


David McMaster, President of Council


Jeff Leonard, City Administrator


John Lehner, Finance Director


Tom Grabarczyk, Labor Relations Mgmt.

**FOR THE UNION, A.F.S.C.M.E.,
COUNCIL 8, LOCAL #2213**


Dawn Bailey, Council 8, A.F.S.C.M.E.

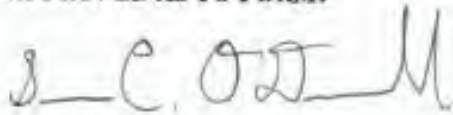

Joe Froelich, Local 2213 President


Christina Hinchcliff, Bargaining Committee


James Aden, Bargaining Committee


Jeremy Coffman, Bargaining Committee

APPROVED AS TO FORM:


Sean C. O'Donnell, Law Director

ORDINANCE NO. 8150

AN ORDINANCE APPROVING AND RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEFIANCE, OHIO AND A.F.S.C.M.E. LOCAL 2213 AND DECLARING AN EMERGENCY

WHEREAS, the City Administration and A.F.S.C.M.E. Local 2213 held discussions over the last few months on a new three-year labor contract;

Now therefore, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

Section 1: The Mayor, President of Council, City Administrator, and all other appropriate officials and agents of the City are authorized to enter into and execute the proposed Collective Bargaining Agreement between the City and A.F.S.C.M.E. Local 2213 pertaining to the period August 1, 2019, to July 31, 2022, on the terms accepted by the A.F.S.C.M.E. Local 2213 membership on or about July 17, 2019.

Section 2: It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

Section 3: This Ordinance is declared to be an emergency measure necessary to preserve the health, safety or welfare of the community for the reason that the existing contract between the City and A.F.S.C.M.E. Local 2213 expired on July 31, 2019 and timely approval is necessary to comply with the statutory duty of the City to negotiate in good faith. As such, this Ordinance shall be effective immediately upon passage by an affirmative vote of not less than five (5) Members of Council and approval of the Mayor.

Passed: August 6, 2019

Votes in Favor of Adoption: 7

Votes Opposed to Adoption: 0

David McMaster

President of Council

Attest: Lisa Elders, Clerk

Approved: August 6, 2019

Michael McCann

Mayor