



A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BUCYRUS, OHIO

AND

**AMERICAN FEDERATION OF STATE, COUNTY,
MUNICIPAL EMPLOYEES, LOCAL 1728**

Date of Execution through December 31, 2022

SERB case no. 2019-MED-09-1016

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ARTICLE 1
PREAMBLE

1.01 Parties This Agreement is hereby entered into by and between the City of Bucyrus, hereinafter referred to as the “Employer” and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 1728, hereinafter referred to as the “Union”.

1.02 Relationships In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and uninterrupted service to the citizens of the City of Bucyrus; and 4) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion and the procedures set forth herein.

ARTICLE 2
RECOGNITION

2.01 Included The City hereby recognizes the Union as the sole and exclusive bargaining representative for purposes of bargaining hours, wages and other terms and conditions of employment for all full-time and regular part-time employees of the City employed in Engineering Department, Income Tax Department, Parks and Recreation Department, Custodial Department, Solid Waste, Streets, Waterworks (Water Filtration and Water Distribution), Wastewater, Sewers and Drains, Utilities Department, Vehicle Maintenance and Maintenance Utilities Department, including the following classifications: Administrative Secretary, Assistant Income Tax Administrator, Custodian, Utility Billing Clerk/Custodian, Maintenance Utility I, Maintenance Utility II, Parks Maintenance, Computer Supervisor, Equipment Operator/ Driver, Mechanic, Laborer, Clerk, Serviceman, Skilled Laborer, Chief Operator Class III, Operator in Charge, Laboratory Technician Class III, Operator, Zoning Administrator, Equipment Operator/ Driver/ Floater and Engineering Technician, Certified Mechanic and Group Leader.

2.02 Exclusions Notwithstanding the provisions of Section 2.01, the bargaining unit shall not include any management-level employees, confidential employees, police department employees, seasonal employees, casual employees, supervisor [as defined in O.R.C. 4117.01(F)] or other employees who are not a public employee. Further, the bargaining unit shall not include the following: the Clerk-Auditor’s Office, Administrator-Income Tax Office, Utility Service Superintendent, Administrative Secretary to the Safety-Service Director, Safety-Service Director, Clerk-Treasurer’s Office, and City Engineer, Superintendent/Wastewater, Superintendent/Water Filtration, Utility Service Superintendent, Administrative Assistant, Law Director Clerk, Telecommunications Coordinator, and Victims’ Advocate/Law Department.

Casual employees are individuals hired at various times throughout the year, normally for specific tasks which do not require employment for more than thirty (30) calendar days.

1 Seasonal employees are individuals hired to perform some activity during a season, normally
2 limited to twenty four weeks; an example is summer help.

3
4 **2.03 New Classifications** Any newly created non-supervisory job classification, in any
5 Department of the City may become part of the bargaining unit and subsequently covered by the
6 terms of this Agreement, unless excluded by Article II of this Agreement or by O.R.C. Section
7 4117.01. The City shall notify the Union within fourteen (14) calendar days of the establishment
8 of any such classification and the parties shall meet for the purpose of determining whether the
9 position shall be included in the bargaining unit. If the parties are unable to agree whether the
10 position is to be included in the bargaining unit, the Union may petition the State Employment
11 Relations Board to seek its inclusion. If any new positions become a part of the bargaining unit,
12 the parties shall meet to negotiate wage rates for these positions. The procedures of Chapter
13 4117 of the Ohio Revised Code shall apply to these negotiations.

14
15 **2.04 Work by Excluded Classifications** Excluded classifications may be assigned or be
16 permitted to perform the work which they have traditionally performed.

17
18 **2.05 Welfare and Workfare Workers** The City agrees that the welfare-workfare or
19 similarly categorized workers shall only be permitted to perform work normally performed by
20 bargaining unit employees on a temporary basis, and such use shall not be with the intention of
21 eroding bargaining unit positions.

22
23 **2.06 Supervisors** Supervisors or other persons shall only perform work normally performed
24 by bargaining unit employees for training, temporary fill in, or assistance purposes, but, in any
25 event, shall not perform overtime work with the intent to eliminate available overtime offered to
26 bargaining unit employee(s).

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28 **ARTICLE 3**
29 **CHECKOFF**
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31 **3.01 Dues Deductions** The City will deduct from each pay of each member of the
32 bargaining unit, who in signed writing authorizes it to do so, the required amount as designated
33 by the Union to the City.

34
35 **3.02 Notice of Change in Dues** The Union shall notify the City in writing of any increase
36 or decrease in the current dues. Such adjustment in the amount deducted by the City shall be
37 made by the second deduction period following notification.

38
39 **3.03 Voluntary Political Action Fees** The Employer agrees to deduct from the
40 wages of any member of the Union, the PEOPLE deduction as provided for in a written
41 authorization. Such authorization must be executed by the employee and may be revoked by the
42 employee at any time by giving written notice to both the Employer and the Union. The
43 Employer agrees to remit any deduction made pursuant to this provision promptly to the Union
44 together with an itemized statement showing the name of each employee from whose pay such
45 deductions have been made and the amount deducted during the period covered by the
46 remittance.

1
2 **3.04 Termination of Dues Deductions** The City shall be relieved from making such
3 deduction upon (1) termination of employment, (2) transfer to a non-bargaining unit position, (3)
4 layoff from a bargaining unit position, (4) unpaid leave of absence or (5) a written request by an
5 employee revoking deduction authorization.
6

7 **3.05 Remittance of Dues to Union** Monies deducted pursuant to the provisions of this Article
8 shall be remitted to the Union within fifteen (15) calendar days of their deduction. Each
9 remittance shall be accompanied by the following alphabetical list:

- 10 1. The employees for which deductions were made and the name of the employee
11 amount deducted.
12 2. The name of each employee whose name has been dropped from the prior
13 checkoff list and the reasons for the omission.

14
15 **3.06 Indemnification of City by Union** The Union agrees to hold the City harmless in any
16 suit, claim or administrative proceeding arising out of or connected with the imposition,
17 determination or collection of dues, to indemnify the City for any liability imposed on it as a
18 result of any such suit, claim or administrative proceeding. For purposes of this Section, the
19 term “City” includes the City of Bucyrus and its various officers and officials, whether elected or
20 appointed.
21

22 **3.07 Invalid Provisions** Both the Employer and the Union intend that this article be lawful
23 in every respect. If a provision is judicially invalidated, the Employer and the Union shall meet
24 within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative
25 provisions.
26

27 **3.08 Savings Clause** The Union warrants and guarantees to the Employer that no
28 provision of this article violates the constitution or laws of either the United States of America or
29 the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the
30 Employer harmless from any claims, actions, or proceedings by any employee arising from
31 deductions made by the Employer pursuant to this article. Once the funds are remitted to the
32 Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of
33 the Union.
34

35 **ARTICLE 4**
36 **MANAGEMENT RIGHTS**
37

38 **4.01 Management Rights** Not by way of limitation of the following paragraph, but to only
39 indicate the type of matters or rights which belong to and are inherent to the Employer, the
40 Employer retains the right to:

- 41 1) hire, discharge, transfer, suspend and discipline employees for just cause;
42 2) determine the number of persons required to be employed, laid off or discharged for
43 just cause;
44 3) determine the qualifications of employees covered by this Agreement;
45 4) determine the starting and quitting time and the number of hours to be worked by its
46 employees;

- 1 5) make any and all reasonable rules and regulations;
- 2 6) determine the work assignments of its employees;
- 3 7) determine the basis for selection, retention and promotion of employees to or for
- 4 positions not within the bargaining unit established by this Agreement;
- 5 8) determine the type of equipment used and the sequence of work processes;
- 6 9) determine the making of technological alterations by revising either process or
- 7 equipment, or both;
- 8 10) determine work standards, employee evaluations and the quality of work to be
- 9 produced;
- 10 11) select and locate buildings and other facilities;
- 11 12) establish, expand, transfer and/or consolidate work processes and facilities;
- 12 13) terminate or eliminate all or any part of its work or facilities.
- 13

14 **4.02 Additional and Residual Management Rights**

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

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20 **ARTICLE 5**
21 **NO STRIKE/LOCKOUT**
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23 **5.01 No Strike.**

Neither the Union nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted “sick leave” or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City during the term of this Agreement. A breach of this Section may be grounds for discipline.

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29 **5.02 Union Cooperation**

The Union shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the “no-strike” clause.

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33 **5.03 Union Notice to Members**

In the event of a violation of the “no-strike” clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

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39 **5.04 No Lockout**

During the term of this Agreement, the City shall not lock-out its employees.

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42 **ARTICLE 6**
43 **UNION REPRESENTATION**
44

45 **6.01 Roster of Union Officials**

The Union has provided the City an official roster of its officers and stewards. That roster includes names, Union office, home address, telephone

1 number, and job classification. The City shall be promptly notified in writing of any changes to
2 the roster information.

3
4 **6.02 Stewards** Employees selected by the Union to act as Union representatives
5 for the purpose of processing grievances, shall be known as “stewards”. It is understood that the
6 Union will select one steward in each of the following areas: City Hall, filtration, wastewater,
7 service garage, and water distribution (garage). In addition to these five stewards, it is
8 understood that the President of the Union or Vice-President in the President’s absence shall be
9 allowed to serve as a city-wide steward.

10
11 **6.03 Stewards Notice to Supervisor** Stewards shall be permitted to process
12 grievances during working hours with no loss of pay upon notification to and approval of the
13 immediate supervisor. If the supervisor denies permission, it will not be arbitrary and said
14 supervisor must give the steward a reasonable alternative time in which to process the grievance,
15 which shall in no case exceed twenty-four (24) hours from the initial notification. Before leaving
16 the work area, the steward shall notify the supervisor and shall notify the supervisor upon return.
17 Before entering a work area other than his/her own, the steward shall notify and obtain the
18 approval of the supervisor that he/she will be in the area and the purpose of his/her business.
19 Union representatives shall be permitted to process grievances during their lunch period.

20
21 Stewards shall not lose pay while processing grievances through the grievance procedure,
22 disciplinary matters through the disciplinary process and grievance meetings including
23 arbitration. Only one employee union steward shall be released, with pay, during working hours,
24 for purposes of union representation, in addition to the grievant and the Ohio Council 8
25 representative.

26
27 **6.04 Union Staff Representative** The Union’s staff representative, upon prior
28 notification and approval of the City’s Service/Safety Director, may consult with the employees
29 covered by this Agreement in the assembly area before the start of or at the completion of the
30 day’s work or during lunch period. He/she shall also be permitted access only for the purposes
31 of adjusting grievances and assisting in the settlement of disputes, and for the purpose of
32 carrying into effect the provisions and aims of this Agreement.

33
34 **6.05 Local President** In addition to processing grievances and disciplinary action, the
35 Local President and/or designee shall receive a total of seventy-two (72) hours per year paid
36 leave to attend conventions, workshops and other union-sponsored events. In the event the Local
37 President has a designee attend conventions, workshops and/or other union-sponsored events,
38 with the local President, the designee shall seek prior approval to attend from the appropriate
39 superintendent.

40
41 **6.06 Union Files** The Union shall be provided a mutually agreed upon place for the
42 purpose of housing union records, in a locked cabinet provided by the Union.

43
44 **6.07 Bulletin Board Space** The City will provide bulletin space for exclusive use by
45 the Union at each major work area (filtration, wastewater, income tax, engineer, service garage,
46 water garage and Utility Department, City Hall copy room) for the posting of Union notices.

1 Posted notices must be signed by a Union officer prior to posting. Any posting lacking the
2 signature of a Union officer shall be promptly removed.

3
4 Such postings may include notices of Union recreational and social affairs; notices of Union
5 meetings; Union appointments; notice of Union elections; results of Union elections; legislative
6 reports; reports of committees of the Union; minutes of Union meetings and agreements between
7 the City and the Union. No postings may include derogatory or personal attacks upon City
8 employees, officials of the City, or scandalous or distasteful material. Violation of this section
9 may be grounds for discipline.

10
11 **6.08 Use of City Facilities** The City agrees to continue to permit the Union to conduct
12 meetings in City facilities, as available.

13
14 **ARTICLE 7**
15 **CONFORMITY TO LAW**
16

17 **7.01 Subordination** This Agreement shall be subject to and subordinated to any
18 applicable present and/or future federal and state laws, including those prohibitions against
19 sexual harassment, sex discrimination and other unlawful discrimination against any individual
20 based on age, sex, race, color, religion, national origin, ancestry, handicap, political affiliation or
21 membership or non-membership in the Union, and the invalidity of any provision(s) of this
22 Agreement by reason of any such existing or future law shall not effect the validity of the
23 surviving provisions. All complaints regarding discrimination may be brought directly to the
24 Mayor or Law Director.

25
26 **7.02 Supersedes** If the enactment of legislation, or a determination by a court of
27 final and competent jurisdiction (whether in a proceeding between the parties or in one not
28 between the parties but controlling by reason of the facts) renders any portion of this Agreement
29 invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving
30 provisions of this Agreement, which shall remain in full force and effect as if such invalid
31 provision(s) thereof had not been included herein.

32
33 **7.03 Notice to Meet** Upon written request by either party, the parties shall meet at
34 mutually agreeable times in an attempt to modify the invalidated provisions by good faith
35 negotiations.

36
37 **7.04 Exclusivity and Preemption over State Law** Except as otherwise expressly
38 provided in this Agreement or specifically excepted from the scope of collective bargaining by
39 the provisions of Revised Code 4117, those civil service laws contained in Revised Code
40 Chapter 124, Sections 124.01 through 124.56, and the provisions of R.C. Section 325.19 shall
41 not apply to employees in the bargaining unit. It is expressly understood that the Ohio
42 Department of Administrative Services, the State Personnel Board of Review and the Civil
43 Service Commission of the City of Bucyrus shall have no authority or jurisdiction as it relates to
44 employees in the bargaining unit and any matter referenced in this Agreement.

45
46 **ARTICLE 8**

LABOR MANAGEMENT COMMITTEE

8.01 Committee The City encourages labor management meetings to discuss issues of concern involving issues that might result in the grievance process. In the interest of sound relations, a joint committee will convene from time to time when mutually agreeable for the purpose of discussing subjects of mutual concern, which are generally not appropriate subjects for formal negotiations. Meetings will be chaired alternatively by a representative from the Union and a representative from the City. Upon mutual prior agreement of the parties, additional persons may participate in the individual Labor-Management meeting.

It shall be the express purpose of this Committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

8.02 Composition and Purpose of Committee For this purpose, a Labor-Management Committee shall be established. The Committee shall consist of the Mayor, the Safety-Service Director, the Law Director and three (3) representatives designated by the Union, not including the AFSCME staff representative. Committee meetings shall be scheduled upon written request by either labor or management and shall be closed to the public. The Labor-Management Committee may be canceled by mutual agreement of the parties. Agenda items will be presented by either side and shall be presented to the Service Director’s office at least one week prior to any scheduled meeting so that an Agenda can be distributed to the participants in advance of the meeting. The agenda will list all the participants for the scheduled meeting. It is not the intent of the parties that Labor-Management Committee meetings be used to bypass normal supervision, and the Union is expected to attempt to work out matters before raising them at Labor-Management Committee meetings. Each party shall respond in writing on those issues to which a response is requested. Pending grievances shall not be appropriate items of discussion pursuant to this Article, unless mutually agreed by the parties otherwise.

8.03 Health and Safety In the event the Union wishes to address health and safety issues, it shall notify the City in writing, and the parties shall mutually convene a meeting of the Labor Management committee.

ARTICLE 9
SICK LEAVE

9.01 Sick Leave Defined Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee’s immediate family.

9.02 Notification of Request to Use Sick Leave An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his/her work shift each day he/she is to be absent, unless physically unable to do so. If the absence is anticipated to be more than one day, the Employer shall be so notified, and the employee shall be relieved from calling each day.

9.03 Accumulation of Sick Leave Employees shall accumulate sick leave at the rate of

1 4.6 hours for every eighty (80) hours worked to a maximum of 120 (one hundred hours) in a
2 fiscal year. Sick leave may be used in initial segments of two (2) hours and hourly thereafter.
3

4 **9.04 Proof of Illness** Before an absence may be charged against accumulated sick leave,
5 the Service Director may require such reasonable proof of illness, injury or death as may be
6 satisfactory to him/her, or may require the employee to be examined by a physician designated
7 by the Service Director and paid by the Employer. In any event, an employee absent for three
8 (3) consecutive workdays or more must supply a physician's report to be eligible for paid sick
9 leave, unless waived at the sole discretion of the Service Director. If medical attention is
10 required, a certificate stating the nature of the illness from a licensed physician may be required
11 to justify the use of sick leave.
12

13 **9.05 Inadequate Proof of Illness** If an employee fails to submit adequate reasonable
14 proof of illness, injury or death upon request, or in the event that upon such proof as is submitted
15 or upon the report of medical examination, the Service Director, at his/her discretion, finds there
16 is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence,
17 such leave may, at the Service Director's discretion, be considered an unauthorized leave and
18 shall be without pay. Such policy shall be consistently applied.
19

20 **9.06 Reasons for Discipline** Any abuse, or excessive or patterned use of sick leave shall
21 be just and sufficient cause for disciplinary action, up to and including termination.
22

23 **9.07 Fitness For Duty Examinations, Disability Separation.** The Service Director
24 may require an employee who has been absent due to personal illness or injury, prior to and as a
25 condition of his/her return to duty, to be examined by a physician designated and paid by the
26 Employer, to establish that he/she is not disabled from the performance of his/her duties and that
27 his/her return to duty will not jeopardize the health and safety of other employees. Such policy
28 shall be consistently applied.
29

30 The Employer may require the employee, at the Employer's expense, to submit to an
31 examination by a physician or other professional designated by the Employer for the purpose of
32 verifying the illness, determining whether the employee is unable to perform his/her required
33 duties, and determining the expected date of recovery. If the employee or the Employer's
34 designated physician or other professional determines that the employee is not experiencing a
35 personal illness or injury, any subsequent absences of the employee will be without pay until the
36 employee submits a physician's or other professional's statement supporting the reasons for the
37 absence(s).
38

39 Additionally, if the Employer has a reasonable basis for believing that an employee is no longer
40 mentally or physically capable of performing the essential functions of his position, or poses a
41 threat to himself or others, the Employer may order an examination by an appropriately qualified
42 medical professional, at the Employer's expense. Upon receipt of the medical professional's
43 opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss
44 possible alternatives and/or accommodations. At any time during the examination process or
45 while the parties are discussing the employee's situation the employee may submit additional
46 medical information or documentation for the City to consider. If no alternative or

1 accommodation is mutually agreeable and provided that the physician has concluded the
2 employee unfit for duty, then the employee may be placed on sick leave, FMLA, unpaid
3 disability leave, or may be disability separated. Such action is non-disciplinary in nature.
4

5 In the event that an employee applies for PERS disability retirement, the Employer will support
6 such action and provide any PERS requested documentation to support such application.
7

8 **9.08 Immediate Family Members** When the use of sick leave is due to illness or injury
9 in the immediate family, “immediate family” shall be defined to only include the employee’s
10 spouse, children, parents, or person residing with the employee.
11

12 **9.09 Conversion at Retirement** Upon retirement or separation from the city of
13 Bucyrus, an employee may elect to have compensation from the payment of unused vacation or
14 sick leave rolled into their deferred compensation account. All rules, requirements, and
15 conditions of deferred compensation accounts apply here.
16

17 **9.10 Sick Leave: Carryover Maximum, Sell Back, and Conversion for Employees with**
18 **Less than 480 Hours as of 1/1/17.** All employees hired on or after January 1, 2017, OR WITH
19 LESS THAN 480 ACCUMULATED SICK LEAVE HOURS ON THAT DATE, shall be
20 permitted to carry over to the following year, up to 480 hours of sick leave. Any hours earned in
21 excess of 480 during an employee’s annual year, shall be sold back to the City of Bucyrus, on the
22 employee’s anniversary date at the rate of 2 hours earned for 1 paid hour. Upon separation from
23 the City of Bucyrus THESE employees shall receive a lump sum cash payment at the ratio of
24 two hours of sick leave to one hour of pay for a maximum cash payout of up to 30 days (240
25 hours).
26

27 **9.11 Sick Leave: Carryover Maximum, Sell back, and Conversion for Employees with**
28 **More than 480 Hours as of 1/1/17.** All employees with more than 480 hours of accrued Sick
29 Leave, on January 1, 2017, shall be entitled to maintain their current level of accrued hours, as of
30 January 1, 2017 as their maximum allowable accrued hours. Annually, on their anniversary date,
31 these employees shall sell back to the City all hours in excess of their maximum allowable hours
32 and earned during the immediately preceding year, at a ratio of 2 to 1.
33

34 Employees with more than 480 hours accrued on January 1, 2017, upon separation from the City
35 of Bucyrus, regardless of when separation occurs, will be eligible to sell back accrued hours, up
36 to the level of their cap imposed on January 1, 2017.
37

38 **9.12 Sick Leave Donation** In the event an employee has suffered a catastrophic illness
39 or injury and has exhausted all accrued sick leave, each employee shall have the option of
40 contributing a portion of his/her own accrued sick leave, to a maximum of 40 hours in a calendar
41 year, to the affected employee.
42

43 **9.13 Unpaid FMLA Leave** Employees shall have the option of using unpaid FMLA
44 leave, without pay, after they have depleted their sick leave and vacation balances.
45

1 **9.14 Limitation on Vacation Bonus Days** There shall be no bonus vacation days for
2 not using any sick days during a given year.
3

4 **ARTICLE 10**
5 **FUNERAL LEAVE**
6

7 **10.01 Funeral Leave and Definition of Family for Funeral Leave** Up to twenty-
8 four (24) hours with pay may be used to attend the funeral of a member of the employee's
9 immediate family. Immediate family, as used in this Article, shall be defined as the employee's
10 parents, spouse, child, brother and sister, grandchildren, stepchild, father-in-law, mother-in-law,
11 son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandparent-in-law,
12 person who resides with the employee and any person who took the place of a natural parent.
13 Proof of death and relationship of the deceased shall be furnished at the request of the City.
14

15 The City agrees to permit employees to attend the funeral of an employee who, at the time of
16 death, was in active service with the City with no loss of pay.
17

18 Up to eight (8) hours may be used to attend the funeral of a member, member's spouse or person
19 living as a spouse, related by consanguinity or affinity.
20

21 **ARTICLE 11**
22 **INJURY LEAVE**
23

24 **11.01 Injury Leave** When an employee is physically injured while actually working for
25 the Employer and is so disabled as to be absent from work because of the physical injury, such
26 employee will continue to receive his/her regular pay for up to three (3) months without
27 deduction from sick pay, provided, such employee files a claim for Workers' Compensation
28 benefits and assigns any benefits received for that three (3) month period as temporary total
29 disability or temporary partial disability to the City. Injury leave may be extended up to an
30 additional three (3) months at the discretion of the Service-Safety Director.
31

32 **11.02 Evidence of Injury** Employees who seek injury leave under this Article must
33 provide satisfactory evidence of their injury. If the City disputes the injury leave request or the
34 job-related nature of the injury, the employee may be required to submit to an examination by a
35 physician selected and paid for by the City. If the employee's and City's physicians disagree,
36 these two physicians shall select a third physician to examine the employee. The decision of the
37 third physician shall be final and binding on the parties.
38

39 **11.03 Worker's Compensation, coordination** As a condition of receiving injury
40 leave, the employee must complete an Injured Person's Report of Accident within twenty-four
41 (24) hours, an injury leave form and file a BWC Worker Compensation form within forty-eight
42 (48) hours of the injury unless he/she is medically unable to do so.
43

44 **11.04 Use and Charge to Sick Leave** Once an employee has returned to work
45 from the original injury leave once diagnosed as work related, any time used thereafter for
46 examination or therapy resulting from the injury shall not be deductible from the employee's

1 accrued sick leave. However, should Workers’ Compensation not approve coverage for such
2 examination or therapy, the employee’s sick leave will be deducted.

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4 Such sick leave use shall not apply against any sick leave bonus program if Workers’
5 Compensation has approved such examination or therapy for which sick leave is taken.
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10 **ARTICLE 12**
11 **TEMPORARY MILITARY LEAVE**
12

13 **12.01 Temporary Military Leave** The Employer agrees to abide by the requirements
14 of Ohio Revised Code §5923 *et seq.* and any and all other state and federal laws concerning
15 military leave for bargaining units members.
16

17 **ARTICLE 13**
18 **LEFT BLANK INTENTIONALLY**
19

20 **ARTICLE 14**
21 **JURY LEAVE**
22

23 **14.01 Release for Jury Duty** Any employee who is subpoenaed or otherwise
24 required to serve upon a jury of any court or judicial tribunal, or who is required to attend court
25 as a witness for the City in any proceeding during his/her regularly scheduled working hours
26 shall be paid his/her regular rate of pay during such periods. The employee shall remit to the
27 City Auditor whatever sum is paid to him/her as compensation by the tribunal or court for his/her
28 appearance or service. The employee shall remit a certificate showing evidence that he/she
29 appeared and served as mentioned above to receive the pay for same.
30

31 **14.02 Return to Work** An employee released from jury duty prior to the end of
32 one-half his/her scheduled workday, shall report to work for the remaining hours.
33

34 **14.03 Notice of Jury Duty** In order to be eligible for payment, the employee must
35 notify his/her supervisor within a reasonable time after receipt of notice of selection for jury
36 duty.
37

38 **ARTICLE 15**
39 **UNPAID LEAVES OF ABSENCE**
40

41 **15.01 Unpaid Leave of Absence Reasons** An employee who has completed his/her
42 probationary period, may be granted a leave of absence without pay because of injury, illness,
43 educational purposes, or other personal reasons, including maternity leave. The decision to grant
44 the leave or the length of the leave period will be at the discretion of the Employer with due
45 consideration given to the reasons and evidence presented by the employee to the Employer.
46

1 **15.02 Application for Unpaid Leave of Absence** Unpaid leaves of absence of five (5)
 2 days or more (and any extensions thereof) must be applied for and granted in writing on forms
 3 provided by the Employer (with a copy to the employee). Except in cases of emergency, the
 4 leave request shall be filed with the employee’s Department Head not later than two (2) weeks
 5 prior to the date on which the leave is to start. Along with the request for the leave, he/she shall
 6 supply any and all available documentation in support of said leave. This documentation shall
 7 consist of medical proof of disability in cases where the leave is for medical purposes and the
 8 specific reason for the leave when the leave is for other purposes. An employee will be notified
 9 in writing within five (5) calendar days from the date the application was made of the approval
 10 or disapproval of the leave of absence request for ten (10) calendar days or less. For a leave
 11 request in excess of ten (10) calendar days, the employee will be notified within two (2) weeks
 12 from the date the application was made of the approval or disapproval of the leave. An
 13 employee who is granted such a leave shall not accrue any benefits during his/her absence,
 14 including seniority. An employee on an unpaid leave of absence for a work related injury shall
 15 accrue seniority while on such leave for up to two (2) years.

16
 17 **15.03 Limits on Use of Unpaid Leave of Absence** Leaves of absence will not be
 18 granted for the employee to seek employment with another employer, nor shall any employee
 19 work for another employer during the time period he/she is on leave. Any employee who works
 20 for another employer while on leave shall have his/her leave canceled immediately and be
 21 subject to disciplinary action.

22
 23 **15.04 Return to Position or Similar Position** When an employee returns to work
 24 after a leave of absence, he/she will be assigned to the position which he/she formerly occupied
 25 or to a similar position if his/her former position no longer exists at the applicable rate of pay,
 26 provided the employee is able to perform the work, as determined at the discretion of the
 27 Employer.

28
 29 **15.05 Return to Work** An employee may, upon request, return to work prior to the
 30 expiration of any leave of absence, provided that such early return is agreed to by the Employer.

31
 32 **15.06 Unauthorized Leave** Employees absent from work without authorization or
 33 approval shall be considered on an unauthorized leave. An unauthorized leave for a period of
 34 more than three (3) eight (8) hour consecutive working days may, at the Employer’s discretion,
 35 subject the employee to disciplinary action, including discharge.

36
 37 **ARTICLE 16**
 38 **VACATIONS**
 39

40 **16.01 Annual Vacation Leave** All full-time members of the bargaining unit who
 41 have finished one full year of service shall be entitled to yearly paid vacation ~~accumulated~~
 42 according to the following schedule:

43

44	Over 1 year	-----	10 days	80 hours
45	Over 6 years	-----	15 days	120 hours
46	Over 11 years	-----	16 days	128 hours

1	Over 12 years -----	17 days	136 hours
2	Over 13 years -----	18 days	144 hours
3	Over 14 years -----	19 days	152 hours
4	Over 15 years -----	20 days	160 hours
5	Over 21 years -----	21 days	168 hours
6	Over 22 years -----	22 days	176 hours
7	Over 23 years -----	23 days	184 hours
8	Over 24 years -----	24 days	192 hours
9	Over 25 years -----	25 days	200 hours

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16.02 Selection of Vacation Leave Employees shall select vacation time off, by departmental seniority, between January 1 and January 31 of each year. In the event an employee has not selected vacation pursuant to this Article, his/her vacation time off shall be subject to the approval of the Employer, and on a first come, first served basis, as scheduling, in the discretion of the Employer, shall dictate. Employees requesting vacation leave should have their request approved or denied within 5 business days by a Supervisor. If the employee receives no response, the employee may submit their vacation request to the Service Director or his/her designee and the Service Director or his/her designee shall give the employee an approved or denied response within 2 business days.

16.03 Computation and Carryover of Vacation Leave In computing the foregoing vacation time each such year's entitlement shall accrue on a pro-rated pay period basis following completion of full-time service for the full twelve (12) months immediately preceding their City Anniversary service date.

An employee may carry over a maximum of ten (10) days or eighty (80) hours accumulated vacation from year to year, with the prior, written approval of the Service Director, in a timely manner, and such approval shall not be unreasonably denied.

There shall be no accrual of vacation time hereunder for periods of service of less than twelve (12) full months preceding their City Anniversary service date.

16.04 Minimum Blocks of Vacation Leave Notwithstanding the above paragraph, not less than fifty percent (50%) of each employee's vacation must be taken off in blocks of not less than one (1) week.

16.05 Payout at Separation Any employee separated from the service (resignation, death, retirement, or discharge) shall be compensated in cash for all unused vacation leave accumulated during the year at the regular rate of pay at time of separation.

16.06 Annual Sellback of Vacation Leave An employee shall have the option of selling back to the City his/her accrued vacation if, and only if, he/she has used two-thirds (2/3) of the accrued vacation in the calendar year preceding his/her anniversary date and has not taken more than two (2) sick days during that calendar year prior to application. Application must be made twenty-one (21) calendar days prior in writing.

ARTICLE 17
HOLIDAYS AND PERSONAL DAYS

17.01 Holidays and Personal Days All employees shall receive the following paid holidays and personal days:

- | | |
|-------------------|----------------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Good Friday | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Christmas Day |
| 4. Fourth of July | 9 to 15. Seven (7) Personal Days |
| 5. Veterans' Day | |

Holidays and Personal Days will be construed as an eight (8) hour day.

17.02 Holidays on Weekends In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as a holiday; in the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as a holiday, where appropriate.

17.03 Work on Holidays Employees scheduled to work on the aforementioned holidays shall receive two (2) times their regular hourly rate, in addition to their regular pay. Such time will be paid in cash, or if requested by the employee, as compensatory time, upon approval of the Employer, and to be taken off within six (6) months, or paid. Employees shall receive premium pay only when working on either the actual holiday or the day on which the holiday is celebrated. No employee will receive holiday pay for both the holiday and the day on which the holiday is celebrated.

17.04 Non-cumulative Holidays and personal days are not cumulative from year-to-year, and shall be forfeited if not taken as time off during the year in which they are granted.

17.05 Use of Personal Days. Up to twenty-four (24) hours of personal days may be taken in four (4) hour increments. Up to sixteen (16) hours of personal days may be taken in one (1) hour increments, however, the one (1) hour increments must be the first or last hour of the workday. Time off for personal days will be approved on a first come, first serve basis subject to approval by the City.

17.06 Eligibility for Holiday Pay In order to be eligible for the above-paid holidays, the employee must report to work and actually work his/her last regular scheduled workday before the holiday, the first regular scheduled workday after the holiday, and the holiday, if the employee is scheduled to work such holiday, unless excused from work by the Employer. Employees scheduled off on a designated holiday shall receive eight (8) hours holiday pay, or if requested by the employee as compensatory time, upon approval of the Employer, and to be taken off within six (6) months, or paid.

17.07 Holidays on Vacation If an observed holiday is during an employee's vacation, no vacation will be charged for the holiday.

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17.08 Approval for Use of Personal Days Personal days may be used to extend a weekend or holiday provided such use does not interfere with the operational needs of the Employer. The employee shall notify the employee’s immediate supervisor or the Safety-Service Director of such absence/leave prior to the start of his or her work schedule.

The employer (i.e. employee’s immediate supervisor or the Safety-Service Director) reserves the right to deny the employee’s absence/leave based on the Employer’s needs and operations. Failure of an employee to make proper notification may result in denial of the personal leave for the period of absence and may result in appropriate disciplinary actions.

17.09 Prorated Personal Days, The seven (7) personal days set forth in paragraph 17.01 shall be prorated in accordance with the number of months that employee has been in full-time continuous employment of the City for that calendar year, for any employee commencing or terminating employment, except by reason of service retirement.

The following is the prorated chart:

January 1 through March 31	56 hours personal day
April 1 through June 30	48 hours personal day
July 1 through September 30	32 hours personal day
October 1 through December 31	16 hours personal day

17.10 Annual Buy-Back of Personal Day Leave. Up to twenty-four (24) hours personal day leave may be submitted to the Auditor by December 1st each year to be paid in the last pay period of the year to be bought back by the City at the Employee’s current rate of pay.

ARTICLE 18
WAGES

18.01 Wages and Supplements Employees shall receive wages and wage supplements according to the schedules outlined in Appendix A.

18.02 Advance Placement of New Hires For new hires, the Administration retains the right to start new employees at any position on the pay chart, based on the employee’s experience, qualifications and City need.

18.03 Shift and Weekend Differential for 24 hour Facilities Fulltime employees in the Filtration and Sewage Disposal Facilities shall receive an additional fifty cents (.50) per hour for all hours worked on the daily second and third shifts at those facilities. These employees shall also receive a fifty cents (.50) per hour weekend differential for working first shift on the weekends.

ARTICLE 19
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ARTICLE 20

INSURANCE

20.01 Insurance The Employer shall pay Eighty-Five percent (85%) of the necessary premiums for the employee health insurance in effect and Employees shall pay Fifteen (15%) of the premium amounts through automatic payroll deduction.

During the term of this Agreement there will not be an HSA or HRA unless the parties agree otherwise.

The Employer shall have the right to change insurance carriers or coverage, as necessary, so long as any changes result in comparable coverage. The City shall provide at least thirty (30) days’ notice to the union prior to implementing any changes in insurance.

20.02 Spousal Coverage In those cases where both spouses are employed by the Employer, only one will be eligible for health insurance coverage, which will be the family plan or employee plus one.

20.03 Care Plan The Employer shall contribute \$55.25 per month to the Ohio AFSCME Care Plan for each employee covered by this Agreement. The following components of the care plan will be afforded:

A.	Dental II	\$26.00
B.	Vision I	\$6.75
C.	Life Insurance I	\$7.50
D.	Prescription Drug	\$15.00
	Total	\$55.25

If any employee wishes to purchase other eye, dental or life insurance, other than the AFSCME care plan, the employee can as long as they pay 100% of the premium. The premium will be deducted by payroll deduction on a monthly basis.

20.04 Health Insurance Committee The parties agree that a joint labor/management Health Insurance Committee shall be established and will be authorized to review and recommend changes to the City’s health insurance plan or select among offered plans. The committee shall consist of two (2) members from each participating bargaining unit, and two (2) members from management.

In order to maintain budget control and manage expenses, Management reserves the right to propose changes to the coverage, deductibles or other insurance plan components, when anticipated cost increases, as announced by BORMA or subsequent insurance provider, exceed 7.0% in any given year, or 20.0% cumulative in any three year period. When projected cost increases exceed these levels, the insurance committee will attempt to reach consensus on making changes to keep the increases at the 7.00%/20.00% thresholds and, if they are unsuccessful, management will have the unilateral right to make changes to keep the increases at the 7.00%/20.00% thresholds. Should the insurance committee fail to reach a consensus on the proposed changes by October 1 of any year, Management reserves the right to make those

1 changes, effective January 1 of the following year.

2
3 **20.05 Insurance Opt-Out** Employees opting out of health insurance coverage through
4 the City of Bucyrus shall receive \$1,800 if they would have taken single coverage, \$3,600 if they
5 would have taken family coverage. Employees opting out must show verification of alternative
6 health insurance coverage
7

8 The opt-out payment will be paid on July 1 of the year for which the employee is opting out. If
9 the employee has to re-enroll in that same year prior to the next open enrollment period, the
10 employee shall reimburse the City on a pro-rated basis for any money that might be due to the
11 City. This provision shall not apply to those changes where both spouses are employed by the
12 City of Bucyrus.
13

14 **ARTICLE 21**
15 **HOURS OF WORK**
16

17 **21.01 Normal Schedule** The normal schedule of hours shall consist of eight (8)
18 consecutive hours per day, Monday through Friday. Where there is a continuous seven (7) day a
19 week operation made necessary because of the nature of the work, the normal work week shall
20 consist of eight (8) consecutive hours per day for five (5) consecutive days. An employee's
21 workweek shall commence with his/her first scheduled shift which begins after 12:01 a.m. on
22 Saturday. Employees working in continuous operations shall be scheduled for two (2)
23 consecutive days off which may be other than Saturday and Sunday. All other employee's
24 normal days off shall be Saturday and Sunday. The appointing authority may consider
25 alternative work schedules or flex schedules on an individual basis based on department needs
26 and the desires of the employees. Employees shall be considered fulltime employees when they
27 are routinely scheduled to work a thirty-two (32) hour or more work week.
28

29 **21.02 Rest Periods** Employees shall be allotted two rest periods per day not to exceed
30 fifteen (15) minutes each at the location of, or at a location proximate to, current work. Except
31 in unusual circumstances, the City shall schedule one rest period during the first half of the
32 workday and the second during the second half of the workday.
33

34 **21.03 Meal Periods for Continuous Shift Operations** Employees in the continuous
35 shift operations shall have a paid meal period not to exceed thirty (30) minutes and shall remain
36 on duty during the meal period. Employees in the Water Distribution, Waste Water Treatment,
37 Solid Waste, Street Department, Sewer Distribution, Parks/Maintenance, and Mechanic shall
38 have a unpaid meal period not to exceed sixty (60) minutes and this time shall include all clean
39 up time. Employees during the paid meal period shall remain on duty and shall not be engaged
40 in any personal business whatsoever. Employees in the Utility Department, Custodian, Utility
41 Maintenance, Engineering Technician, Administrative Clerk, Zoning Administrator, Income Tax
42 Department shall have an unpaid meal period not to exceed sixty (60) minutes. Meal periods
43 shall be scheduled, unless the operation requires otherwise, as close as possible to the middle of
44 the shift.
45

46 **21.04 Call-In** Any employee called in to work when he/she is otherwise not scheduled

1 shall receive a minimum of two (2) hours compensation for work at the appropriate rate, as set
2 forth, herein, above. This provision shall be applicable to the extent that such call-in time does
3 not abut, or overlap, the employee's regular work shift. This provision shall not be used to alter
4 employees' normal work schedules.

5
6 **21.05 Reporting for Work, Stand-by** An employee reporting for work at his/her
7 regularly scheduled work time shall receive two (2) hours of pay or two (2) hours of work.

8
9 The Employer shall have the sole discretion to place employees on standby. In the event an
10 employee is placed on standby, he/she shall be paid as follows:

11
12 A. An employee on standby for a sixteen (16) hour period shall be paid two (2) hours
13 pay at the employee's regular rate of compensation.

14
15 B. An employee on standby for a twenty-four (24) hour period shall be paid three (3)
16 hours pay at the employee's regular rate of compensation.

17
18 **21.06 Hazardous Conditions** If an employee is unable to report to work on time
19 because of hazardous conditions, the City may allow the employee to use paid leave, if available,
20 for time missed of one (1) hour or more, in one (1) hour increments. If the city closes due to a
21 level three snow emergency as declared by the county sheriff or if determined by the mayor the
22 employees will be compensated at their regular rate of pay for all hours he/she would have
23 normally used.

24
25 **21.07 Modifications to Schedules** The City shall not modify current shift schedules on
26 a non-temporary basis prior to giving employees written notices of not less than seven (7)
27 workdays for non-continuous operations and fourteen (14) calendar days for continuous
28 operations. Non-temporary shall be defined, for this Article, as not less than six (6) months
29 duration.

30
31 **21.08 Alternate Work Schedules** The appointing authority may determine to implement a
32 work schedule consisting of four (4) ten (10) hour days per week on a department-wide basis for
33 operational reasons. If the City intends to implement such a schedule it must provide the
34 affected employees with a fourteen (14) calendar day advance notification. The City will meet
35 with the Union to discuss this change upon request. For purposes of employees working this
36 schedule, overtime shall be paid for all hours worked in excess of ten (10) hours in a work day or
37 forty (40) hours in a workweek.

38
39 The four (4) ten (10) hour days shall be consecutive with three (3) days off. All time off will be
40 adjusted to the 10 hour work day, i.e. the use shall be for the hours scheduled. Additionally,
41 when a holiday falls within a workweek that employees are working the four (4) day ten (10)
42 hour schedule, the employees will revert back to the normal eight (8) hour schedule for that
43 week.

44
45 An appointing authority may require some employees within a department to work four (4) ten
46 (10) hour days in a workweek. The appointing authority shall determine the classifications that

1 will work this schedule. This schedule shall be offered to employees in the selected
2 classifications based on department seniority. If an insufficient number of employees desire to
3 participate in this schedule, the appointing authority may assign employees with the least
4 department seniority.

5
6 **ARTICLE 22**
7 **OVERTIME AND COMPENSATORY TIME**
8

9 **22.01 Overtime rate** Employees shall receive at least time and one-half for all requested
10 hours worked (all requested consecutive hours for swing shift) in excess of eight (8) hours in one
11 day, or for all requested hours worked in excess of forty (40) hours in one (1) week. For
12 purposes of overtime, the workday begins at 12:01 a.m. and ends the following morning at 12:00
13 midnight. (See Appendix G, Request for Overtime Form)

14
15 Employees shall receive time and one-half for all hours worked on the sixth day and seventh day
16 of the workweek.

17
18 There shall be no duplication or pyramiding of overtime payments involving the same hours of
19 work.

20
21 **22.02 Compensatory Time** In lieu of overtime pay, an employee may request
22 compensatory time at the rate of at least time and one-half or double time whichever is
23 appropriate for the hours of overtime actually worked; provided that compensatory time off must
24 be scheduled, and approved. Compensatory time may be granted in increments of not less than
25 one (1) hour each that must be taken the first or last hour of the work day.

26
27 Employees may accrue in a year up to one hundred sixty (160) hours of compensatory time in
28 2020, up to one hundred twenty (120) hours of compensatory time in 2021, and up to eighty (80)
29 hours of compensatory time in 2022. All compensatory time in excess of eighty (80) hours will
30 be paid at the appropriate rate at the time the overtime is worked. Any hours remaining to the
31 employee's credit at the end of a year will apply to the annual limit on accumulation in the
32 subsequent year. That is, if the employee has a balance of 40 hours at the end of a year s/he may
33 only accrue up to the limit in the subsequent year.

34
35 Approval will not be arbitrarily denied and an alternate time will be mutually agreed upon by the
36 employee and the supervisor.

37
38 **ARTICLE 23**
39 **EQUALIZATION OF OVERTIME**
40

41 **23.01 Overtime Distribution** The Employer will distribute overtime work in a
42 fair and equitable manner, within the Department, by classification providing that such attempts
43 do not impair the orderly and efficient operation of the affected department.

44
45 When a temporary transfer (pursuant to Article 24, Temporary Transfer) takes place on overtime,
46 the Employer will offer the overtime to all employees in the department the transfer is coming

1 from prior to offering the overtime to another Department.
2

3 **23.02 Filling Overtime** The Employer will fill its overtime needs in the following
4 manner. Overtime work shall be assigned to those individuals the Employer, in its discretion,
5 determines are necessary to adequately and efficiently perform the work. In the event an
6 insufficient number of employees, as set forth above, are available, additional employees may be
7 offered the overtime pursuant to the overtime roster. Issue specific needs will be addressed by
8 utilizing available personnel within that work area group.
9

10 **23.03 Annual Record of Overtime** Any annual record of the overtime hours worked by
11 such employees shall be kept on a list and displayed within the employee reporting area.
12 Overtime hours shall be recorded on this list as soon as practical after the employee(s) works the
13 hours. An employee who is offered overtime work and for any reason refuses or fails to work
14 the overtime, shall, for the purposes of overtime equalization, be credited with the overtime
15 hours as if he/she had worked the hours. Employee(s) who are unavailable to be contacted by
16 phone shall be treated similarly. Overtime earned outside of a Department will not be charged
17 on the Departmental overtime list.
18

19 **23.04 Employee Reporting Off** For purposes of this Article only, an employee who
20 has reported off for any reason on a day when overtime hours are offered shall not be offered
21 overtime hours on those instant days or be charged the hours actually worked by the employee
22 who filled the overtime opportunity.
23

24 **23.05 Waiver of Overtime** Any employee who desires not to be called for non-regular
25 overtime will notify the Employer within the first two (2) weeks of January of each year of the
26 contract.
27 Notification under this Section shall not relieve employees of mandatory overtime obligations as
28 may be required by the Employer. The Employer may limit the number of employees who may
29 waive regular overtime. Regular overtime is defined as overtime within the employee's
30 Department.
31

32 **ARTICLE 24**
33 **TEMPORARY TRANSFERS**
34

35 **24.01 Transfer of Employees** The City may transfer any employee from one job
36 classification to another job classification within the bargaining unit, either within the same
37 department or to another department so long as such transfer does not exceed sixty (60) calendar
38 days. The temporary transfer shall be offered to qualified employees at the Employer's
39 discretion, based on department seniority so long as that seniority does not result in an automatic
40 requirement for an additional transfer.
41

42 If an insufficient number of employees accept the temporary transfer, the Employer may require
43 qualified employees at its discretion, with the least amount of department seniority to be
44 transferred so long as such transfer does not result in additional transfers in the Department that
45 is requiring the transfer. An employee who has not completed his/her probationary period can be
46 temporary transferred. Prior to or at the time the transfer is offered, the Employer will inform

1 the employee what classification he/she is being transferred to.
2

3 **24.02 Rate of Pay on Transfer** An employee who is temporarily assigned for any
4 reason to a job classification with the rate of pay lower than the rate of pay he/she is regularly
5 paid, shall receive his/her regular rate for all time worked in such position. Any employee who
6 performs work at a higher classification shall be paid the rate of the higher classification for all
7 full hours worked, commencing with the first full hour, and thereafter in quarter hour increments.
8

9 **24.03 City Standard for Transfers** The City agrees that it will not arbitrarily transfer
10 employees out of their assigned classification.
11
12

13 **ARTICLE 25**
14 **INITIAL PROBATIONARY PERIOD**
15

16 **25.01 Initial Probationary Period.** The probationary period for all newly hired employees
17 shall not exceed one hundred eighty (180) calendar days. Newly hired employees shall have no
18 seniority, except for purposes of lay-off, during probationary periods, however, upon completion
19 of the probationary period, seniority shall start from date of hire.
20

21 Newly hired employees may bid on any other job position but must successfully complete their
22 probationary period with up to 120 days credit from their initial probationary period.
23

24 **25.03 Probationary Period Removal/Discipline.** The Employer shall have the discretion to
25 discipline or discharge newly hired probationary employees and any such action shall not be
26 appealable through any Grievance or Arbitration Procedure herein contained or through the Civil
27 Service Commission.
28

29 **ARTICLE 26**
30 **SENIORITY**
31

32 **26.01 City Seniority** City Seniority shall be defined as an employee's uninterrupted
33 length of continuous employment with the Employer. A new hire probationary employee shall
34 have no seniority, except for purposes of lay-off, until he/she satisfactorily completes the
35 probationary period which will be added to his/her total length of continuous employment. A
36 new hire is defined as a person hired outside of current City employment.
37

38 Any employee coming into full-time employment from outside the AFSCME Union and hired
39 into an AFSCME position, all former City service would be counted for purpose of sick leave,
40 unpaid leaves absence, holiday and longevity pay. Vacation time will be based on City service
41 time. Only service within AFSCME bargaining unit would be considered for purposes of
42 seniority, layoff and recall, vacancies and job postings and wage steps.
43

44 **26.02 Departmental Seniority** Departmental Seniority is defined as the length of
45 continuous service from the first day of most recent permanent employment in the department.
46 For purposes of this Agreement department shall include: Water Filtration, Wastewater, Water

1 Distribution, Vehicle Maintenance, Sewers & Drains, Solid Waste, Street Department, Custodial,
2 Maintenance/Utility, Income Tax Department, Engineer’s Department, and Utility Department.

3
4 **26.03 Classification Seniority** Classification Seniority is defined as length of
5 continuous service from the first day of most recent permanent employment in the classification.

6
7 **26.04 Termination of Seniority** An employee’s seniority shall be terminated when
8 one or more of the following occur:

- 9 a) He/she resigns;
10 b) He/she is discharged for just cause;
11 c) He/she is laid-off for a period of time exceeding thirty six (36) months;
12 d) He/she retires;
13 e) He/she fails to report for work for more than three (3) working days
14 without having given the Employer advance notice of his/her pending
15 absence, unless he/she is physically unable to do so as certified by the
16 appropriate authority;
17 f) He/she becomes unable to perform his/her job duties due to illness or
18 injury and is unable to return to work upon the expiration of any leave
19 applicable to him/her;
20 g) He/she refuses recall or fails to report to work within ten (10) working
21 days from the date the Employer sends the employee a recall notice by
22 certified mail. Employees scheduled for lay-off shall be given a minimum
23 of ten (10) working days advance notice of lay-off. All lay-off notices
24 shall include the reason for lay-off and be sent to the employees most
25 recent address on City records by Certified Mail, return receipt requested.

26
27 **26.05 Ties in Seniority** If two or more employees are hired or appointed on the
28 same date, their relative seniority shall be determined by the drawing of lots.

29
30 **26.06 Seniority List** The City annually shall provide the Union a list showing each
31 bargaining unit member’s most recent date of hire, rate of pay, and classification annually. The
32 City also shall notify the Union of any permanent changes to such information. Failure of the
33 Union to notify the City in writing within thirty (30) calendar days after receipt, of any disputes
34 regarding information provided it by the City under this section waives any further grievance. If
35 the Union still disagrees with the information after the City responds to timely notice, it may
36 initiate a grievance at Step 2 of the Grievance Procedure within one calendar week of the City’s
37 response.

38
39 **26.07 Prior Service, Limits** For any employee hired subsequent to January 1, 2000,
40 prior service with any political subdivision of the State of Ohio, including the State of Ohio, shall
41 not be used in determining seniority for any purposes under this Agreement.

42
43 **26.08 Prorated Service** For the purposes of this Article, employees with part-time
44 service with the City, in the AFSCME bargaining unit, shall have such service prorated to the
45 nearest one-quarter of a year of service based on hours worked.

ARTICLE 27
LAY-OFF AND RECALL

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3
4 **27.01 Reasons for Layoff** Where, because of lack of work, lack of funds or the
5 abolishment of positions, as defined in Revised Code 124.321, the Employer determines it
6 necessary to reduce the size of its workforce, such reduction shall be made in accordance with
7 the provisions set forth, below.
8

9 **27.02 Order of Layoff** Employee(s) within the affected classifications shall be laid
10 off according to their City seniority, within the bargaining unit, with the least senior being laid
11 off first, providing that all temporary, seasonal, G.A., court appointed, casual, part-time and
12 probationary employees within the affected classification are laid off first. The Employer agrees
13 to abide by all federal and state rules and regulations with regard to welfare and G.A. workers as
14 they may relate to a layoff.
15

16 **27.03 Displacement** Employee(s) who are laid off from one classification may displace
17 (bump) another employee(s) with lesser seniority within the City. The City of Bucyrus Bumping
18 form is to be used to notify the City of an employee(s) anticipated bump.
19

20 **27.04 Employees Displaced** Employee(s) who are displaced (bumped) by a more senior
21 employee, shall be able to displace (bump) another employee with lesser seniority.
22

23 **27.05 Ability to Perform** In all cases where an employee is exercising his/her
24 seniority to displace (bump) another employee, his/her right to displace (bump) is subject to the
25 conditions that he/she can qualify for the position and be able to perform the functions and duties
26 of the classification into which he/she is attempting to displace (bump), at the discretion of the
27 Employer. The employee shall have sixty (60) days to obtain any needed qualification, for
28 example CDL, GED, and etc.
29

30 **27.06 Layoff of Employee Displaced** At the end of the displacing (bumping)
31 process, the employee who is displaced (bumped) and unable or chooses not to displace another
32 employee pursuant to the above provisions shall be laid off.
33

34 **27.07 Recalls** Recalls shall be in the inverse order of lay-off and a laid off employee
35 shall retain his/her right to recall for twenty-four (24) months from the date of his/her lay-off.
36 Notice of recall shall be sent to the employee's address listed on the Employer's records and
37 shall be sent by Certified Mail, return receipt requested. An employee who refuses recall or does
38 not report to work within seven (7) calendar days from the date the employee receives the recall
39 notice, shall be considered to have resigned his/her position and forfeits all rights to employment
40 with the Employer. An employee who notifies the City of his/her intention to return to work
41 may be allowed to report more than seven (7) calendar days after notice, if acceptable to the
42 City.
43

44 **27.08 Notice for Layoffs** Employees scheduled for lay-off shall be given a minimum
45 of seven (7) calendar days advance notice of lay-off. All lay-off notices shall include the reason
46 for lay-off and be sent to the employees most recent address on City records by Certified Mail,

1 return receipt requested.
2

3 **27.09 Notice to Union of Layoffs** If a lay-off of bargaining unit employees is
4 anticipated, the City shall notify the Union and affected employees, in writing, of the impending
5 lay-off at least thirty (30) calendar days prior to the effective date of the lay-off. Upon request of
6 the Union, the City, at its discretion may meet to discuss averting the lay-off. Any employee who
7 is notified of an anticipated lay-off shall notify the City and Union within ten (10) working days
8 from the day of their notification of where they will bump if the lay-off does occur.
9

10 **27.10 Insurance Conversion at Layoff** As long as an employee is on the recall list,
11 he/she shall be entitled to insurance coverage pursuant to the provisions of the Consolidated
12 Omnibus Budget Reconciliation Act (COBRA).
13

14 **ARTICLE 28**
15 **VACANCIES FOR PROMOTIONS AND JOB POSTINGS**
16

17 **28.01 Posting of Vacancies** When a promotional job vacancy or vacancies occur or are
18 anticipated to occur within the bargaining unit and the Employer intends to fill the vacancy, the
19 Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards.
20 Said postings shall remain posted for a period of seven (7) calendar days. The announcement
21 shall contain the job title of the vacancy, a brief job description which shall include the
22 combination of skills, training and experience required to perform the work, the rate of pay, shift
23 and the date of the posting and bid deadline date.
24

25 **28.02 Applications** Any employee wishing to apply for the posted vacancy must
26 submit his/her application in writing to the Service Director's office or, when appropriate, the
27 Auditor by the end of the posting period in order to be considered for the position.
28

29 **28.03 Selection, Notice to Applicants** The vacancy, if filled, shall be awarded to
30 the employee applicant with the combination of skills, training and experience which best meets
31 the requirements of the vacant position. Where the skill, training, and experience of two or more
32 employee applicants is equal, then department seniority within the department of the posted
33 vacancy shall govern. If no one within the department applies or if no one within the department
34 possesses the necessary combination of skills, training and experience, then City seniority shall
35 govern or the Employer may hire from outside the bargaining unit.
36

37 Applicants applying for a vacancy must possess the minimum qualifications for the job at the
38 time of posting to be eligible to fill the vacancy. Any skills, training, or experience other than
39 those contained in the job description must be approved by the Union prior to posting for the
40 vacancy.
41

42 The Employer shall notify all unsuccessful applicants and the Union in writing of the reason that
43 they were not selected. The City will notify the Union and the successful applicant of their
44 selection in writing.
45

46 **28.04 Filling of Vacancy** The effective date of the promotion shall be as soon as

1 possible, but no later than ninety (90) calendar days after the close of posting or the time the
2 vacancy occurs, whichever is later. Once the selection has been made, the Employer will notify
3 all applicants and the Union President, or his/her designee, of the selection, including name,
4 seniority date, new classification, pay rate and effective date of change of position.

5
6 **28.05 Temporary Transfers** Nothing in this Article shall be construed to limit or
7 prevent the Employer from temporarily filling a vacant position, pursuant to Article 24,
8 Temporary Transfers, from the bargaining unit for a period of time, not to exceed ninety (90)
9 calendar days, pending the Employer’s determination to fill the vacancy on a permanent basis.

10
11 **28.06 Certification requirements** The applicant selected for a position shall have sixty (60)
12 calendar days to obtain any needed qualifications, for example CDL, GED, etc.

13
14 **28.07 Promotional Probationary Period** An employee who is promoted or awarded a
15 new job title or a newly created classification shall be required to satisfactorily complete a sixty
16 (60) calendar day probationary period. If, during the probationary period it is determined, at the
17 Employer’s discretion, that the employee cannot satisfactorily perform the new job, he/she shall
18 be returned to his/her previously held position at his/her prior rate of pay.

19
20 Upon the recommendation of the employee’s supervisor or the determination of the Employer,
21 after consulting with the Union, an employee’s probation period may be extended for up to an
22 additional sixty (60) days. At any time during the probationary period, the employee can return
23 to his/her prior position.

24
25 **28.08 Probationary Period Reduction.** The Employer shall have the discretion to reduce
26 promotional probationary employees to their previous position which actions shall not be
27 grievable through the Grievance or Arbitration Procedure herein contained or appealable through
28 the Civil Service Commission.

29
30 **28.09 Outside Applicants** If no applications are received or if the Employer
31 determines that none of the applicants are qualified for the job, pursuant to Section 25.03, the
32 Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

33
34 **28.10 Promotion of Newly Hired Employees In Original Probationary Period** Newly hired
35 employees may bid on any other job position but must successfully complete their original
36 probationary period with up to 120 days credit from their initial probationary period.

37
38 **28.11 Position Descriptions** If the Employer creates a new bargaining unit job description, or
39 alters an existing bargaining unit job description, it will submit such description to the Union for
40 review at least fifteen days prior to the implementation date. Upon request by the Union, the
41 parties will meet and discuss the job description and/or the implementation of any changes to
42 other unit descriptions.

43
44 **ARTICLE 29**
45 **DISCIPLINE**
46

1 **29.01 Notice of Discipline** A non-probationary employee who is issued discipline shall be
2 given written notice regarding the reason(s) for the disciplinary action in accordance with the
3 Disciplinary Procedure herein contained.
4

5 **29.02 Cause For Discipline** Disciplinary action taken by the Employer shall only be for
6 just cause, and normally shall be taken in a progressive manner; however, if the conduct of any
7 employee so warrants, one or more steps of the progression may be omitted. Progressive
8 discipline shall include one or more applications of the following:
9

- 10 1. informal conference;
 - 11 2. written reprimand;
 - 12 3. suspension;
 - 13 4. discharge.
- 14

15 Any notations of verbal discipline, written discipline, and/or counseling will be placed in a
16 sealed file with access granted to the City’s Law Director and/or the current serving Mayor after
17 a period of one (1) year, and any discipline resulting in a suspension shall be placed in a sealed
18 file with access granted to the City’s Law director and/or the current serving Mayor after a
19 period of two (2) years
20

21 **29.03 Appeals** Any disciplinary action may only be appealed and processed in
22 accordance with the Disciplinary Procedure herein contained.
23

24 **ARTICLE 30**
25 **DISCIPLINARY PROCEDURE**
26

27 **30.01 Access to Procedure** This procedure shall only apply to all employees who have
28 successfully completed their new hire probationary period.
29

30 **30.02 Employee Rights** All employees shall have the following rights:
31 A. An employee shall be only entitled to union representation at each step of the
32 disciplinary procedure.
33 B. No recording device or stenographic or other record shall be used during
34 questioning unless the employee is advised in advance that a record is being made
35 and is thereafter supplied a copy of the record, at least fourteen (14) calendar days
36 prior to the date of arbitration. The cost of a transcript will be borne by the party
37 requesting the copy of the transcript.
38 C. An employee shall not be coerced, intimidated, or suffer any reprisals either
39 directly or indirectly that may adversely affect his/her hours, wages, or working
40 conditions as the result of the exercise of his/her rights under this procedure.
41

42 **30.03 Voluntary Resignation** An employee may resign following the service of a
43 Notice of Discipline and such resignation will be processed in accordance with the Employer’s
44 Rules and Regulations and the employee’s employment will be terminated. The final event(s)
45 precipitating such resignation will be placed in a sealed file with access granted to the City’s
46 Law director and/or the current serving Mayor and subject to applicable laws.

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30.04 Discipline Standards and Notice Discipline shall be imposed only for just cause. The specific acts (including but not limited to violation of Work Rules) for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

30.05 Pre-Disciplinary Conference Discipline shall not be implemented until after the pre-disciplinary conference has taken place and the Mayor, Safety Service Director or, when appropriate, the Auditor has ruled.

30.06 Reasons for and Procedure for Predisciplinary Conference In the event that an employee is to be given disciplinary action for behavior which is of such nature as to call for removal, suspension or demotion, a predisciplinary conference between the employee and the Safety-Service Director will be arranged. This conference will take place no earlier than twenty-four (24) hours from the time the employee is notified. The conference must take place within thirty (30) working days from the date the Mayor or Safety Service Director knew or should have known of the conduct. In the event of criminal charges the predisciplinary conference may be held in abeyance pending the disposition of criminal charges.

If the employee desires the presence of a union steward or representative at the conference, the employee shall notify the grievance representative and sufficient time shall be granted, not to exceed ten (10) days, to allow for appropriate representation. When the nature of the offense is such that immediate disciplinary action is required, the Employer is not prohibited from taking immediate action by this provision.

Written Statement of Charges. Prior to a predisciplinary conference, the employee shall be provided a written statement outlining the nature of the violations and charges against him/her. The purpose of the notification shall be to give the employee notice of the charges and have the opportunity to respond. The notice of a predisciplinary conference shall also contain the date, time, and place of the predisciplinary conference. The employee or his/her representative may waive the right to a predisciplinary conference.

30.07 Notice of Discipline The Notice of Discipline shall be served on the employee within seven (7) calendar days of the conclusion of the pre-disciplinary conference.

30.08 Disciplinary Administrative Procedures The following administrative procedures shall apply to disciplinary actions:

- A. **Informal Resolution.** The appointing authority, the Union and the employee(s) involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee and the Union for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before the meeting that he/she is entitled to

1 representation by the Union.

- 2 B. Accept Discipline or Appeal to Grievance Procedure. Upon receipt of the Notice
3 of Discipline, the employee may choose to accept the proposed discipline or to
4 appeal by filing a grievance with the appointing authority, pursuant to Step 1 of
5 the Grievance Procedure. The appeal must be filed at Step 1 within fourteen (14)
6 calendar days from receipt of the Notice of Discipline.
7

8 **30.09 Timely Submission of Appeal** A failure to submit an appeal within the
9 above time limit shall be construed as an agreement to the disciplinary action by the effected
10 employee and the Union. All subsequent appeal rights shall be deemed waived. The parties
11 agree to expedite the process for termination.
12

13 **30.10 Resolution of Disciplinary Matters** A disciplinary matter may be settled at any
14 time. The terms of the settlement shall be agreed to in writing. An employee executing a
15 settlement shall be notified of the right to have a Union representative. A settlement entered into
16 by an employee shall be final and binding on all parties and shall not be in conflict with this
17 Agreement. The Union shall be notified of all settlements. The settlement of a disciplinary
18 matter may, in the sole discretion of the Employer, include a “last chance agreement”. The terms
19 of any such agreement shall be set forth therein. It is understood by the parties that there is no
20 obligation imposed upon the Employer in regard to proposing such an agreement and the
21 determination of the Employer in that regard is not subject to grievance or other appeal by the
22 employee or by the Union.
23

24 **30.11 Suspension Pending Investigation** An employee may be suspended with pay at
25 any time during the process, if the appointing authority determines the employee’s continued
26 presence on the job represents a potential danger to persons or property, or would interfere with
27 the Employer’s operations. Disciplinary action may be imposed subsequent to the
28 predisciplinary conference. Any discipline in the form of a suspension or termination may be
29 imposed only by the Safety-Service Director or Mayor.
30

31 **30.12 Waiver of Civil Service Appeals** The Union on behalf of all the employees
32 covered by this Agreement and its own behalf, hereby waives any and all rights previously
33 possessed by such employees to appeal any form of disciplinary action (e.g. suspensions,
34 demotion or discharge) to any Civil Service Commission.
35

36 **30.13 Discipline Records Retention** Any notations of verbal discipline, written
37 discipline, and/or counseling will be placed in a sealed file with access granted to the City’s Law
38 director and/or the current serving Mayor after a period of one (1) year, and any discipline
39 resulting in a suspension shall be placed in a sealed file with access granted to the City’s Law
40 director and/or the current serving Mayor after a period of two (2) years. The release of records
41 is subject to applicable laws.
42

43 **ARTICLE 31**
44 **GRIEVANCE PROCEDURE**
45

46 **31.01 Grievance Definition, Sole Remedy** A grievance shall be defined as a dispute or

1 controversy arising from the misapplication or misinterpretation of only the specific provisions
2 of this Agreement.

3
4 The grievance procedure specifically limits the process of review, appeal, or grievance (as
5 defined above) and redress to the grievance procedure herein, and the bargaining unit employees
6 waive any right to appeal or review to the State Personnel Board of Review or Civil Service
7 Commission regarding the terms of this Agreement. This shall be the sole and exclusive
8 procedure for disputes concerning any type of discipline or discharge actions.

9
10 **31.02 Procedure, Waiver of Time limits** All grievances must be processed at the
11 proper step in the progression in order to be considered at any subsequent step.

12
13 An employee may withdraw a grievance at any point by submitting in writing a statement to that
14 effect, or by permitting the time requirements at any step to lapse without further appeal.

15
16 Any grievance not answered by management within the stipulated time limits shall be considered
17 answered in the negative and may be advanced by the Union to the next step in the grievance
18 procedure.

19
20 All time limits on grievances may be waived or extended upon mutual written consent of both
21 parties.

22
23 Each grievance processed under the above procedure shall be initiated at the level where the
24 action being aggrieved occurred, unless another initiating point for a specific grievance is set
25 forth in this Agreement.

26
27 **31.03 Grievant** A grievance may be brought by an employee of the bargaining unit.
28 Where a group of bargaining unit employees desire to file a grievance involving a situation
29 affecting each employee in the same manner, one member selected by such group may process
30 the grievance as a group grievance, provided the grievance sets forth each employee to be
31 included in the group grievance. All employees set forth in such grievance are bound by the
32 outcome.

33
34 A Union steward having an individual grievance may ask any steward or Union officer to assist
35 in adjusting the grievance.

36
37 Bargaining unit employees have the right to present grievances at the first step and have them
38 adjusted, without representation by the Union, as long as adjustment is not inconsistent with the
39 terms of this Agreement, and as long as the Union is present at all grievance meetings, and is
40 made aware of the answer for any settlement reached. No settlement agreements or grievance
41 answers reached in cases where employees have filed grievances without Union representation
42 shall be binding on the Union or any other employee unless the Union is party to the Agreement.

43
44 **31.04 Grievance Form, Required Information** All written grievances must be filed
45 using the grievance form provided by the Union .

1 Except at Step 1, all grievances shall include the name and position of the aggrieved party; the
2 identity of the provisions of this Agreement involved in the grievance; the approximate time and
3 place where the alleged events or conditions constituting the grievance took place; the identity of
4 the party (if any) responsible for causing the said grievance, if known to the aggrieved party; and
5 a general statement of the nature of the grievance and the redress sought by the aggrieved party.
6

7 Any grievance not containing the necessary information shall be returned to the grievant with an
8 explanation of which information the grievance is lacking. The grievant shall have five (5)
9 calendar days in which to provide the additional information.
10

11 **31.05 Grievance & Arbitration Steps** The following steps shall be followed in the
12 processing of a grievance:
13

14 **STEP 1 Safety-Service Director/Designee** The grievant shall have seven (7)
15 calendar days from the occurrence of the event(s) that gave rise to the grievance or seven (7)
16 calendar days from the time the grievant reasonably should have become aware of the event(s)
17 that gave rise to the grievance, to file the grievance with the Safety-Service Director/Designee.
18 Upon being notified that a grievance has been filed at Step 1 of this procedure, a meeting shall be
19 held between the grievant, the steward, and the Safety-Service Director/Designee. At the
20 meeting, the Union will give copies of the grievance and all relevant information pertaining to
21 the grievance to the Safety-Service Director.
22

23 If the grievance is not settled at the Step 1 meeting, the Safety-Service Director or his/her
24 designee shall give a written answer to the Local president and the employee within seven (7)
25 calendar days of the Step 1 meeting.
26

27 **STEP 2 Arbitration** If the grievance is not satisfactorily settled at Step 1, the Union may
28 request that the grievance be submitted to arbitration. A request for arbitration must be
29 submitted within thirty (30) calendar days following the Safety-Service Director's reply to the
30 grievance at Step 1.
31

32 **Selection of Arbitrator.** Upon receipt of a request to arbitrate, parties may mutually agree on an
33 arbitrator or the Union shall submit a request to the FMCS requesting a list of nine (9) impartial
34 arbitrators. The Union shall submit a request for a panel within sixty (60) calendar days from the
35 submission of the request to arbitrate. Failure to submit for a panel within 60 calendar days shall
36 be deemed a waiver of the ability to arbitrate. The parties shall select a single Arbitrator from
37 the list. Either party shall have the right to reject one list before selecting an Arbitrator. The
38 Arbitrator will be selected by the alternate striking by each party of an Arbitrator upon the list
39 until one name is left. The Employer shall be the first to strike a name during the first selection
40 process; the Union shall strike first in the next selection process; and the parties shall alternate
41 thereafter.
42

43 **Pre-arbitration procedure.** At least twenty-four (24) hours prior to the arbitration hearing, the
44 parties agree to submit, in writing, either a joint statement of the issue(s), or independent
45 statements of the issue(s) being presented.
46

1 **Limits on Authority of the Arbitrator.** The Arbitrator shall limit his/her decision strictly to the
2 interpretation, application, or enforcement of the specific Articles and Section of this Agreement
3 as they apply to the specific evidence and issues submitted and he/she shall be without power or
4 authority to make any decision.

- 5
- 6 1. Contrary to or inconsistent with or modifying, amending, adding to, subtracting
7 from, or varying in any way the terms of this Agreement or applicable law;
- 8 2. Concerning the establishment of wage rates not negotiated as part of this
9 Agreement, except as otherwise provided in this Agreement.
- 10 3. Granting any right or relief on any alleged grievance occurring at any time other
11 than during the contract period or any extension thereof.
- 12 4. Assess a penalty.
- 13 5. Determine any manner which would be construed as an interest arbitration except
14 as may be expressly provided herein.
- 15

16 **Written Decision.** The decision of the Arbitrator resulting from any arbitration of grievances
17 hereunder shall be in writing and shall be final and binding, subject to the provisions of the Ohio
18 Revised Code as it relates to arbitration.

19 **Expenses of Arbitration.** The expenses of any non-employee witness shall be borne, if at all,
20 by the party calling them. The fees of the court reporter shall be paid by the party asking for
21 one; such fees shall be split equally if both parties desire a reporter, or request a copy of any
22 transcript.

23

24 **Cost of Arbitrator.** The cost of the services of the Arbitrator shall be borne by the losing party.
25 If the arbitrator does not grant the relief requested, as stated in the grievance, the cost of
26 arbitration services will be borne equally by the parties. However, each party is responsible for
27 its own costs, transcript fees, or representation fees.

28

29 The Arbitrator shall be requested to submit a total accounting for the fees and expenses of
30 arbitration.

31

32 **Timeline for Submission of Decision.** The Arbitrator shall be requested to render his/her
33 decision as quickly as reasonably possible, but in any event, no later than thirty (30) calendar
34 days after the conclusion of the hearing unless the parties agree otherwise.

35

36 **31.06 Back Wage Awards, Setoffs** If the Arbitrator's decision awards the payment of
37 back wages covering the period of the employee's separation from the Employer's payroll, the
38 amount so awarded shall be less any unemployment compensation or earned wages from any
39 other state, county or municipal agency, and shall not include the assumption that an employee
40 would have worked overtime during the period of separation from the Employer's payroll.

41

42 **31.07 Settlements, Withdrawals of Grievances** All grievance settlements reached by
43 the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union,
44 and employee(s). A grievance may be withdrawn by the Union at any time during any step of
45 the grievance and arbitration procedure and the withdrawal of any grievance shall not be
46 prejudicial to the positions taken by the parties as they relate to that grievance or any other

1 grievance.

2

3 **31.08 Procedures under FMCS** All procedures relevant to the arbitrator’s hearings
4 shall be in accordance with the rules and regulations of the FMCS.

5

6 The processing of grievances, the investigation, interviews and documents requested, in regards
7 to the grievance procedure may be conducted during working hours.

8

9 **31.09 Use of Mediator** The parties agree that they may utilize the services of a
10 mediator in the future to resolve pending grievances. The use of a mediator for such purpose
11 shall be mutual agreement of the parties as to an identified grievance or grievances and
12 according to procedures mutually agreed to in writing in advance of the mediation process. The
13 Union and the City shall meet periodically to attempt to resolve matters prior to mediation or
14 arbitration.

15

16

17

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ARTICLE 32
HEALTH AND SAFETY

19 **32.01 Purpose** Occupational health and safety is the mutual concern of the City,
20 the Union, and employees. The Union will cooperate with the Employer in encouraging
21 employees to observe applicable safety rules and regulations. The Employer and employees
22 shall comply with applicable Federal, State and local safety laws, rules and regulations.

23

24 **32.02 Duty to Report** All employees shall report promptly unsafe conditions
25 related to physical plant, tool and equipment to their supervisor in writing. If the supervisor does
26 not address the problem, in a twenty-four hour operation, within twenty-four (24) hours of
27 receiving the report, or one work day in all other operations, the matter should then be reported
28 to the Safety-Service Director. In such event, the employee shall not be disciplined for reporting
29 these matters to these persons. Employees assigned as safety officers shall be required to issue a
30 report concerning any safety problem to the appropriate supervisor and the Safety Service
31 Director.

32

33 An employee shall not be disciplined for, in the Employer’s discretion, a good faith refusal to
34 engage in an unusually unsafe or dangerous act or practice. Such a refusal shall be immediately
35 reported to the Safety-Service Director.

36

37 **32.03 Access to Information** All employees shall have access to information, as
38 available, on all toxic substances in the work place pursuant to current O.S.H.A. regulations and
39 Public Employees Risk Reduction Act ORC 4167.

40

41 **32.04 Pregnant Employees** The City will make a good faith effort to provide
42 alternative, comparable work and pay to a pregnant employee upon a doctor’s recommendation.

43

44 **32.05 Safety and Health Issues to Labor Management** The City and the Union shall
45 address health and safety concerns pursuant to the Labor-Management Committee provisions.
46 The committee shall establish rules and a mechanism to coordinate the efforts of the Committee.

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32.06 Vehicles and Equipment All vehicles and/or equipment that are operated by employees shall be inspected as needed by the employee responsible for the vehicle and/or equipment. The employee will notify the immediate supervisor, using the attached form of any damage and/or unsafe conditions that exist at the time of the inspection. The immediate supervisor will make arrangements to have the vehicle and/or equipment repaired. No vehicles and/or equipment will be assigned to be operated if an unsafe condition exists. Any deficiencies revealed by such inspection shall be corrected in a timely manner by the City.

32.07 Replacement of Eyewear Employees shall receive reimbursement for eyeglasses worn by the employee, destroyed in the line of duty, as determined by the Employer, as follows:

- A. Eyeglasses – up to \$200.00
- B. Contacts – Cost of replacement up to a maximum of \$200.00

32.08 City Provided Safety Gear The City will supply and pay for all required safety gear and equipment.

32.09 Inclement Weather Employees regularly working outside shall not be required to perform such work in inclement weather except in emergency situations. The Mayor or Safety-Service Director shall make the determination. In the event of inclement weather, the City may provide additional breaks, suspend work or modify the work schedule as determined by the Mayor or Safety-Service Director.

32.10 Safety and Essential Employees. When unusual conditions involve an unnecessary risk to an employee’s safety, as determined by the City, an employee will not be required to work under those conditions.

For purposes of emergencies, those employees determined by the City as necessary to respond to the emergency will be considered essential employees

ARTICLE 33
SUBCONTRACTING

33.01 Subcontracting Procedure The Employer reserves the right to subcontract work which requires a degree of specialization not present in the bargaining unit, or is of such an extensive nature that, in the Employer’s discretion, performance by bargaining unit members is impractical.

However, where the City of Bucyrus cannot perform the work which has been or is being performed by bargaining unit employees because of excessive cost, subcontracting will be allowed. In determining excessive cost, consideration shall be given that the work to the subcontracted would be performed at the appropriate prevailing wage rates when required by the applicable statutes. Copies of bids or estimates shall be furnished to the Union.

The City agrees that all such contracts for work or services shall be discussed with the Union

1 prior to awarding of the contract. The Union and the City will be permitted fourteen (14)
2 calendar days to agree to any work rule or other changes which will make performance of the
3 work with its employees competitive. If this results in the City being able to perform the work
4 with City employees at competitive costs, the work shall not be subcontracted.

5
6 **33.02 Limits on Subcontracting** Such subcontracting shall not be done for the
7 purpose of reducing the employees' work week, or hourly rates of pay, or eroding of jobs.

8
9 **33.03 Expedited Resolution of Dispute** If the City of Bucyrus and the Union cannot
10 agree on subcontracting of the work, it shall be submitted to expedited arbitration for resolution
11 of the question as to whether the work can be done by City employees without excessive cost.

12
13 No employees will be laid off as a direct result of such subcontracting so long as the affected
14 employee is qualified to fill any available position. A decision of the Arbitrator shall be
15 rendered within thirty (30) calendar days of the receipt for expedited arbitration or the work may
16 be subcontracted.

17
18 **ARTICLE 34**
19 **TRAINING**
20

21 **34.01 Requests for Training, Records** Any employee who desires to attend
22 Employer-paid job related training courses or schools, may so notify the Employer, not less than
23 four (4) weeks prior to the commencement of the course or school, unless impractical. The City
24 will maintain all training records in the employee's personnel file.

25
26 **34.02 Attendance** Attendance at such course or school shall be at the discretion of the
27 Employer.

28
29 **34.03 Payment for Training** The Employer agrees to pay for in advance for
30 approved expenses incurred pursuant to Section 34.01 above.

31
32 The following criteria must be met or the employee will reimburse the employer in full:

- 33 a) The employee successfully completes the course or school attended by obtaining
34 a passing grade, or
35 b) obtains the license or certificate for which the school or course was given when
36 applicable.

37
38 **34.04 Mandated Training** The parties recognize that City mandated training programs
39 shall be paid in full by the City at no loss to employees. The parties recognize that any state-
40 required education or training to maintain your current license or certification shall be paid in
41 full by the City at no loss to the employee.

42
43 **34.05 Notice by Employees** Employees interested in acquiring skills in other
44 classifications or assignments should so notify the Safety-Service Director in writing. The City
45 will, at its discretion, so long as it does not affect the efficiency and safety of its operations,
46 honor such requests on the basis of classification seniority first and such requests shall not be

1 unreasonably denied. The City shall respond to requests for training within seven (7) calendar
2 days. The Employer shall have the latitude to determine employee aptitude hereunder.

3
4 In an effort to improve the employees ability to receive on-the-job training, and the employer's
5 need to cross train employees, the employer will maintain a training record in the employee's
6 personnel file. The record will identify the task and the date the employee completed the task
7 qualifying the employee for the task.

8
9 These Certification Forms may be used to qualify an employee for temporary transfers or
10 promotions.

11
12 **34.06 Flex Time to Attend Training** Employees may be allowed at the discretion
13 of the employer to flex their work schedule for the purpose of attending class while working
14 toward a degree or license.

15
16 **34.07 Pay While Attending Training** Employees selected by the City to attend
17 work-related courses shall not lose pay for attending such courses and all tuition costs shall be
18 paid by the City.

19
20 The City agrees to equalize training opportunities for employees and will strive to encourage
21 employees to increase their skills.

22
23 **ARTICLE 35**

24 **PERSONNEL FILES, UNIFORM ALLOWANCE, TRAVEL COSTS, & WORK RULES**

25
26 **35.01 Access to Personnel Files** Every bargaining unit member shall be permitted to
27 review his/her personnel file at a reasonable time after request to the Service Director or his/her
28 designee. Any document added to the employee's personnel file will be supplied to the
29 employee within one work-day of the addition.

30
31 A bargaining unit member may copy documents in his/her personnel file once annually without
32 cost. Additional copies, of the personnel file annually, shall be at a cost of ten cents (\$.10) per
33 page.

34
35 **35.02 Employee Submission to Personnel File** If a bargaining unit member has
36 reason to believe there is an inaccuracy in any document in his/her personnel file, he/she may
37 prepare a written memorandum explaining the alleged inaccuracy and present it to the Service
38 Director. The employee will be given a written response.

39
40 **35.03 Uniform Allowance** Any bargaining unit member who wears an approved
41 uniform while at work shall receive a uniform allowance in the amount of three hundred and fifty
42 dollars in each year of the Agreement payable on or before June 15, annually, on a monthly pro-
43 rata basis when accompanied with a receipt for the purchase of approved uniforms. The three
44 hundred and fifty dollars (\$350) is a reimbursement and not a taxable fringe benefit, in
45 accordance with the IRS codes.

1 **Foul Weather Gear, Boots.** The City shall provide foul weather gear for non-clerical
2 employees. Foul weather gear will consist of the following:

- 3
- 4 1. Jacket: Attached hood (Carhart type)
- 5 2. Bibs: Employees desire (in writing) if bibs will be insulated or not.
- 6 3. Rain Suit: Two-piece
- 7 4. Boots: Supervisor will purchase, not to exceed one hundred and fifty dollars
8 (\$150) with approval of the Safety-Service Director.
9 Each Department Head will decide the type within OSHA and ORC 4167
10 guidelines.
- 11 5. Rubber gloves may be purchased if deemed necessary by the Department Head.
- 12 6. Leather work gloves will be provided as needed and as deemed necessary by
13 the Department Head.
- 14

15 Female gear should be of female design. Gear is to be worn only for City business and to and
16 from work.

17 If an employee is transferred or promoted to a division with a different uniform, the employee
18 will be allowed to wear his/her existing uniform until the next issuance of uniform allowance.

19
20 **35.04 Policies and Work Rules** The City shall have the right to promulgate
21 reasonable rules and regulations not to conflict with the express terms of the Agreement. Such
22 rules and regulations shall be uniformly applied.

23
24 At least seven (7) calendar days prior to posting any additions or amendments to its rules and
25 regulations, the City will provide the Union with a copy.

26
27 **35.05 Travel Costs** Bargaining unit members who have been previously authorized by
28 the Mayor or Safety Director to travel on City business outside the City in the employee's
29 personal automobile shall be reimbursed for such travel at the rate then in effect as established by
30 the Internal Revenue Service as the applicable reimbursement rate for such expenditure. Also,
31 whenever an employee is authorized to stay overnight as part of such travel, regardless of
32 whether they drive a personal vehicle or a city vehicle, the City will pay a per-diem of \$35.00 for
33 each overnight stay. When an overnight stay is not required, the employee's lunch shall be paid
34 for, up to a maximum of ten dollars (\$10.00) by the City, provided that the employee is outside
35 of Crawford County for at least four (4) hours as part of the authorized travel and that time
36 absence from Crawford County encompasses the hours of 11:00 am through 1:00 pm)

37
38 **35.06 Establishing Policies and Work Rules.**
39 The City will establish and, from time to time, revise Work Rules and personnel policies; such
40 rules shall not be in conflict with this Contract. Such rules and policies shall be uniformly
41 applied to all employees.

42
43 **Posting.**

44 When existing Work Rules and personnel policies are changed or new Work Rules and personnel
45 policies are established, the appropriate parties will be notified. The City shall furnish the Union
46 with a copy of the changed or new rule or personnel policy at least fifteen (15) days prior to the

1 effective date. In an emergency situation, the Union will be given immediate notice of the
2 affected changes. The changed or new Work Rule or personnel policies shall be posted
3 prominently on all bulletin boards for a period of seven (7) consecutive days before becoming
4 effective unless an emergency situation requires Work Rules or personnel policies to become
5 effective immediately.

6
7 **Notification.**

8 The City will furnish each affected employee of the bargaining unit with a copy of all Work
9 Rules and personnel policies within thirty (30) days after they become effective. Upon request,
10 all Work Rules and personnel policies will be available for employees to view. New employees
11 shall be provided with a copy of the Work Rules and personnel policies at the time of hire.

12
13 **Enforcement.**

14 Employees shall comply with all Work Rules and personnel policies. Such rules and policies
15 shall be uniformly applied and uniformly enforced.

16
17 **Grievance.**

18 (A) Any unresolved complaint as to the reasonableness of any new or revised Work Rule or
19 personnel policy or any complaint involving discrimination in the application of any Central
20 Work Rules or personnel policies shall be resolved through the Grievance procedure.

21 (B) If a grievance concerning the unreasonableness of a new or revised Work Rule or
22 personnel policy results in a modification or elimination of that Work Rule or personnel
23 policy, the employee shall be made whole for any and all actions taken as a result of an
24 infraction of that Work Rule or personnel policy, to the extent specified in the settlement or
25 arbitration award disposing of such grievance.

26
27 **ARTICLE 36**

28 **GENDER, PLURALS AND HEADINGS**

29
30 **36.01 Headers** It is understood and agreed that the use of headings before articles or
31 sections is for convenience only and that no heading shall be used in the interpretation of said
32 article or section nor affect any interpretation of any article or section.

33
34 **36.02 Context for Gender, Plural** Whenever the context so requires, the use of words herein
35 in the singular shall be construed to include the plural, and words in the plural, the singular, and
36 words whether in the masculine, feminine or neuter gender shall be construed to include all of
37 said genders. By the use of either the masculine or feminine genders it is understood that said
38 use is for convenience purposes only and is not to be interpreted to be discriminatory by reason
39 of sex.

40
41 **ARTICLE 37**

42 **SUCCESSORS/TOTAL AGREEMENT**

43
44 **37.01 Successors** This Agreement shall be binding upon the successors and assigns of the
45 parties hereto and no provisions, terms, or obligations herein contained shall be affected,
46 modified, altered, or changed in any respect whatsoever by the consolidation, merger, sales,

1 transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any
2 respect whatsoever by any change of any kind in the legal status, ownership, or management of
3 either party hereto, except as set forth in this Agreement.
4

5 **37.02 Total Agreement** This Agreement represents the entire agreement between the
6 Employer and the Union and unless specifically and expressly set forth in the express written
7 provisions of this Agreement, all rules, regulations, benefits and practices previously and
8 presently in effect may be modified or discontinued at the discretion of the Employer.
9

10 **37.03 Notice of Changes to Rules, Regulations** In the event the Employer seeks to make any
11 modification to rules, regulations, benefits and/or practices not expressly set forth in the written
12 provisions of this Agreement, it shall give the Union thirty (30) calendar days written notice.
13

14 **ARTICLE 38**
15 **OBLIGATION TO NEGOTIATE, WAIVER**
16

17 **38.01 Obligation to Negotiate** The Employer and the Union acknowledge that during
18 negotiations which preceded this Agreement, each had the unlimited right and opportunity to
19 make demands and proposals with respect to any subject or matter not removed by law from the
20 area of collective bargaining/negotiations and that the understandings and agreements arrived at
21 by the parties after the exercise of that right and opportunity are set forth in this agreement.
22

23 **38.02 Waiver** Therefore, for the life of this Agreement, the Employer and the
24 Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall
25 not be obligated to negotiate collectively with respect to any subject or matter referred to, or
26 covered in this Agreement, or with respect to any subject or matter not specifically referred to or
27 covered in this Agreement, even though such subjects or matters may not have been within the
28 knowledge or contemplation of either or both of the parties at the time they negotiated and
29 signed this Agreement.
30

31 **38.03 Reopen of Agreement** Only upon written, mutual agreement of the parties,
32 may any portion of this Agreement be re-opened during its term.
33

34 **ARTICLE 39**
35 **LEGISLATIVE APPROVAL**
36

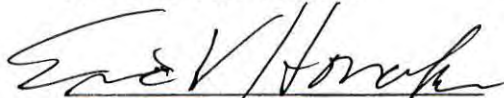
37 **39.01 Legislative Approval** It is agreed by and between the parties that any provision of
38 this Agreement requiring legislative action to permit its implementation by amendment of law or
39 by providing the additional funds therefore shall proceed pursuant to O.R.C. 4117.10.
40
41
42

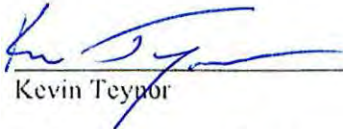
ARTICLE 40
DURATION AND EXECUTION

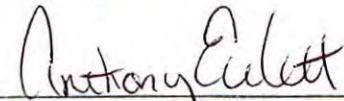
40.01 Duration This Agreement shall become effective at 12:01 a.m. on the date of execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2022.

FOR AFSCME:


Eric Boyd, Staff Representative
AFSCME, Ohio Council 8


Eric Honaker, President
AFSCME, Local 1728

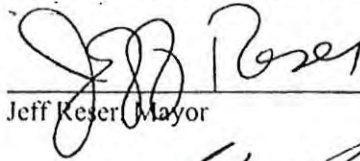

Kevin Teynor



Anthony ~~Eulett~~ Eulett

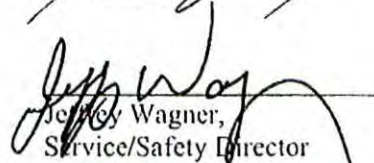

Kevyn Roe

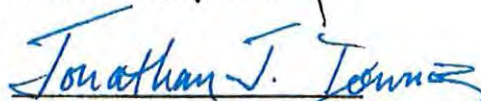

Kelly Schumpf

FOR THE CITY OF BUCYRUS:


Jeff Reser, Mayor


Robert A. Bulliff,
Law Director


Jeffrey Wagner,
Service/Safety Director


Jonathan J. Downes
Labor Counsel

APPENDIX A
WAGES AND SUPPLEMENTS

2020 Wage Schedule. Effective March 28, 2020, employees shall receive a 2.25% wage increase in accordance with the following schedule:

2020 Wage Rates – 2.25% Increase	0-6 Months	7-18 Months	19-30 Months	Over 30 Months
Maintenance Utility 1	\$23.22	\$24.43	\$25.58	\$26.77
Maintenance Utility 2	\$23.22	\$24.43	\$25.58	\$26.77
Park Maintenance	\$15.81	\$17.60	\$19.45	\$21.52
Chief Operator/Lab Tech WTP, Class III	\$22.31	\$22.89	\$23.49	\$24.05
Chief Operator/WTF, Class III	\$23.91	\$24.98	\$26.05	\$27.11
Chief Operator/Lab Tech WWTP, Class III	\$22.31	\$22.89	\$23.49	\$24.05
Chief Operator WWTP, Class III	\$19.54	\$20.61	\$21.68	\$22.74
Operator In Charge	\$18.46	\$19.45	\$20.44	\$21.43
Lab Technician, Laboratory Supervisor	\$18.76	\$19.90	\$20.77	\$21.73
Operator	\$18.21	\$19.19	\$20.17	\$21.18
Certified Mechanic	\$21.87	\$22.77	\$23.66	\$24.58
Serviceman	\$15.92	\$17.92	\$19.94	\$21.96
Equipment Operator/Driver	\$15.92	\$17.92	\$19.94	\$21.96
Mechanic	\$16.37	\$18.37	\$20.38	\$22.37
Skilled Laborer (Water, S/D, Streets, Solid Waste)	\$15.81	\$17.71	\$19.61	\$21.52
Laborer (Solid Waste)	\$15.81	\$17.38	\$19.12	\$20.86
Computer Supervisor	\$19.32	\$20.18	\$21.06	\$21.96
Assistant Income Tax Administrator	\$22.61	\$23.25	\$23.91	\$24.57
Clerk (Billing, Inc Tax, Adm)	\$17.67	\$18.69	\$19.72	\$21.00
Clerical (Part Time)	\$14.71	\$15.52	\$16.33	\$17.17
Utility Clerk/Custodian, Full Time	\$15.81	\$17.38	\$19.12	\$20.86
Custodian	\$15.81	\$17.38	\$19.12	\$20.86
Engineering Technician	\$19.51	\$20.57	\$21.64	\$22.73
Zoning Administrator	\$20.31	\$22.23	\$24.16	\$26.09
Foreman (Service Garage, WTP, WWTP, WD)	\$23.93	\$25.94	\$27.96	\$29.95
Equipment Operator/Driver/Floater	\$15.90	\$17.90	\$19.91	\$21.96
Administrative Secretary	\$16.63	\$18.69	\$19.72	\$20.78

1 **2021 Wage Schedule.** Effective the first full pay period of January 2021, employees shall
 2 receive a 2.25% wage increase in accordance with the following schedule:

3

2021 Wage Rates – 2.25% Increase	0-6 Months	7-18 Months	19-30 Months	Over 30 Months
Maintenance Utility 1	\$23.74	\$24.98	\$26.16	\$27.37
Maintenance Utility 2	\$23.74	\$24.98	\$26.16	\$27.37
Park Maintenance	\$16.16	\$17.99	\$19.89	\$22.01
Chief Operator/Lab Tech WTP, Class III	\$22.81	\$23.41	\$24.02	\$24.59
Chief Operator/WTF, Class III	\$24.44	\$25.54	\$26.64	\$27.72
Chief Operator/Lab Tech WWTP, Class III	\$22.81	\$23.41	\$24.02	\$24.59
Chief Operator WWTP, Class III	\$19.98	\$21.08	\$22.16	\$23.25
Operator In Charge	\$18.87	\$19.89	\$20.90	\$21.91
Lab Technician, Laboratory Supervisor	\$19.19	\$20.35	\$21.23	\$22.22
Operator	\$18.62	\$19.62	\$20.63	\$21.65
Certified Mechanic	\$22.36	\$23.28	\$24.19	\$25.13
Serviceman	\$16.28	\$18.33	\$20.39	\$22.46
Equipment Operator/Driver	\$16.28	\$18.33	\$20.39	\$22.46
Mechanic	\$16.74	\$18.79	\$20.84	\$22.88
Skilled Laborer (Water, S/D, Streets, Solid Waste)	\$16.16	\$18.11	\$20.05	\$22.01
Laborer (Solid Waste)	\$16.16	\$17.77	\$19.55	\$21.33
Computer Supervisor	\$19.75	\$20.64	\$21.54	\$22.46
Assistant Income Tax Administrator	\$23.12	\$23.77	\$24.44	\$25.12
Clerk (Billing, Inc Tax, Adm)	\$18.07	\$19.11	\$20.17	\$21.47
Clerical (Part Time)	\$15.04	\$15.87	\$16.70	\$17.55
Utility Clerk/Custodian, Full Time	\$16.16	\$17.77	\$19.55	\$21.33
Custodian	\$16.16	\$17.77	\$19.55	\$21.33
Engineering Technician	\$19.95	\$21.04	\$22.12	\$23.24
Zoning Administrator	\$20.76	\$22.73	\$24.71	\$26.68
Foreman (Service Garage, WTP, WWTP, WD)	\$24.46	\$26.52	\$28.58	\$30.62
Equipment Operator/Driver/Floater	\$16.26	\$18.31	\$20.36	\$22.46
Administrative Secretary	\$17.00	\$19.11	\$20.17	\$21.24

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1 **2022 Wage Schedule.** Effective the first full pay period of January 2022, employees shall
 2 receive a 2.25% wage increase in accordance with the following schedule:

3

2022 Wage Rates – 2.25% Increase	0-6 Months	7-18 Months	19-30 Months	Over 30 Months
Maintenance Utility 1	\$24.28	\$25.54	\$26.75	\$27.99
Maintenance Utility 2	\$24.28	\$25.54	\$26.75	\$27.99
Park Maintenance	\$16.53	\$18.40	\$20.33	\$22.50
Chief Operator/Lab Tech WTP, Class III	\$23.33	\$23.94	\$24.56	\$25.14
Chief Operator/WTF, Class III	\$24.99	\$26.12	\$27.24	\$28.34
Chief Operator/Lab Tech WWTP, Class III	\$23.33	\$23.94	\$24.56	\$25.14
Chief Operator WWTP, Class III	\$20.43	\$21.55	\$22.66	\$23.78
Operator In Charge	\$19.30	\$20.33	\$21.37	\$22.41
Lab Technician, Laboratory Supervisor	\$19.62	\$20.80	\$21.71	\$22.72
Operator	\$19.04	\$20.07	\$21.09	\$22.14
Certified Mechanic	\$22.87	\$23.81	\$24.74	\$25.70
Serviceman	\$16.64	\$18.74	\$20.85	\$22.96
Equipment Operator/Driver	\$16.64	\$18.74	\$20.85	\$22.96
Mechanic	\$17.12	\$19.21	\$21.31	\$23.39
Skilled Laborer (Water, S/D, Streets, Solid Waste)	\$16.53	\$18.52	\$20.50	\$22.50
Laborer (Solid Waste)	\$16.53	\$18.17	\$19.99	\$21.81
Computer Supervisor	\$20.19	\$21.10	\$22.02	\$22.96
Assistant Income Tax Administrator	\$23.64	\$24.31	\$24.99	\$25.69
Clerk (Billing, Inc Tax, Adm)	\$18.47	\$19.54	\$20.62	\$21.96
Clerical (Part Time)	\$15.38	\$16.23	\$17.07	\$17.95
Utility Clerk/Custodian, Full Time	\$16.53	\$18.17	\$19.99	\$21.81
Custodian	\$16.53	\$18.17	\$19.99	\$21.81
Engineering Technician	\$20.40	\$21.51	\$22.62	\$23.76
Zoning Administrator	\$21.23	\$23.24	\$25.26	\$27.28
Foreman (Service Garage, WTP, WWTP, WD)	\$25.02	\$27.12	\$29.23	\$31.31
Equipment Operator/Driver/Floater	\$16.62	\$18.72	\$20.81	\$22.96
Administrative Secretary	\$17.38	\$19.54	\$20.62	\$21.72

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1 **Certification Supplements** Employees shall be paid for each appropriate state
 2 certification or License for each month worked in accordance with the below chart. The
 3 appropriate amount shall be paid by adding the dollar amount, per certification to the hourly base
 4 wage of qualifying employees. If you work in any classification of a below listed department,
 5 you will be paid in full for all licenses you hold in that Department. The Departments are as
 6 follows, Water Distribution, Sewer and Drains, collections, WTP, WWTP and Vehicle
 7 Maintenance. If a classification in a department requires a Class A, the City will pay for the Cost
 8 of the CDL license fee and renewal fees. Renewal fees will be paid for Class B CDL License.
 9 The City will continue to pay for the cost of the license per year for Mosquito license 10D and
 10 Vegetation control license 5A, These job duties will pay the rate of Equipment operator/driver),
 11 water and wastewater license, sewer license, water distribution license.

12
13

<u>Water Certification (Treatment) Amount</u>	<u>Amount</u>	<u>Wastewater</u>	<u>Certification</u>
<u>(Treatment)Amount</u>			
EPA Class I	\$.50/hr.	EPA Class I	\$.50/hr.
EPA Class II	\$1.00/hr.	EPA Class II	\$1.00/hr.
EPA Class III	\$1.50/hr.	EPA Class III	\$1.50/hr.
Full Chemical Certification	\$.50/hr.		
Full Bacterial Certification	\$.50/hr.		

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<u>License</u>	<u>Amount</u>	<u>Total</u>	<u>Water</u>	<u>Certification</u>	<u>(Distribution)</u>
<u>Amount</u>					
ASE Mechanic Cert 1-3	\$.50/hr.	\$.50	EPA Class I	\$.50	
ASE Mechanic Cert 4-6	\$.50/hr.	\$1.00	EPA Class II	\$1.00	
ASE Mechanic Cert 7-8	\$.50/hr.	\$1.50			

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<u>Wastewater Certification (Collections) Amount</u>	<u>Amount</u>
<u>Amount</u>	
EPA Class I	\$.50
EPA Class II	\$1.00

31 **Longevity Supplement** Each fulltime bargaining unit member shall be entitled to
 32 fifteen dollars (\$15.00) per month for each three-year period of consecutive employment with the
 33 City, with the maximum pay being one hundred fifty dollars (\$150.00) per month. Should the
 34 City increase the longevity for City employees those increases will also accrue to the benefit of
 35 the bargaining unit members.

36 **Maintenance Technician Supplement** Any operator appointed by the Safety-
 37 Service Director as Maintenance Technician, shall be responsible for all non-routine
 38 maintenance and repair, and shall receive \$.50 per hour above his/her Operator’s wage.

39
40
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44
45 All other operators shall be responsible for routine maintenance and repair in accordance with
 46 license requirements.

1 **Team Leader Assignment Supplements**

- 2 1. Within the Service Garage, there will be created the job assignment of Team
3 Leader. This assignment will be available for bid amongst individuals currently working
4 in that department and follow regular open position bidding rules. This appointment will
5 result in a pay increase of \$1.35 per hour.
6
- 7 2. Within the Water Distribution Department, there will be created the job assignment of
8 Team Leader. This assignment will be available for bid amongst individuals currently
9 working in that department and follow regular open position bidding rules. This
10 appointment will result in a pay increase of \$1.35 per hour.
11
- 12 3. An Operator of Record in the Service Garage who holds an Ohio EPA Wastewater
13 Collection Class II license can be appointed by the Service-Safety Director and receive
14 an extra \$1.00 per hour.
15