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AGREEMENT BETWEEN

STATE EMPLOYMENT
RELATIONS BOARD

THE CITY OF MIAMISBURG

FEB 23 P 1:48

AND THE

TEAMSTERS LOCAL UNION NO. 957,
GENERAL TRUCK DRIVERS,
WAREHOUSEMEN, HELPERS, SALES AND
SERVICE, AND CASINO EMPLOYEES

EFFECTIVE: January 1, 2011 through December 31, 2013

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STATE EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1 AGREEMENT

Section 1. This Agreement is between the City of Miamisburg, Ohio (“City” or “Employer”) and the Teamsters Local Union No. 957, General Truck Drivers, Warehousemen, Helpers, Sales and Service, and Casino Employees (“Union” or “Employees”).

Section 2. The terms of this Agreement shall be binding upon the City and may not be amended or altered by the Miamisburg Civil Service Commission, City ordinance or resolution. To the extent such ordinances or resolutions are in direct conflict with this Agreement, the provisions of this Agreement supersede them. The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by the City Manager, on behalf of the City, and on behalf of the Union, by an authorized officer or agent of Teamsters Local Union No. 957.

Section 3. The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict with otherwise applicable provisions of local, state, or federal law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

ARTICLE 2 DUES DEDUCTION

Section 1. The City recognizes the Union as the exclusive bargaining agent for hours, wages, terms and conditions of employment for all full-time non-probationary employees holding the classifications listed in Exhibit A excluding part-time, seasonal, temporary office, clerical, probationary, police, fire, foremen and others who are defined as Supervisors in Ohio Revised Code 4117.01. This does not prejudice the right to challenge the supervisory status of any employee, based upon changed circumstances. The terms of this Agreement cover and are limited to the employees included within the bargaining unit for which the Union is recognized.

Section 2. Dues Deduction/Fair Share.

- A. Union Membership. Subject to the provisions below, all employees covered by this agreement, who are members of the Union on the effective date of this agreement, may remain members in good standing, and those who are not

members on that date may become and remain members in good standing upon completion of his or her probationary period; a member in good standing is defined as an employee who tenders the period dues uniformly required as a condition of acquiring and maintaining membership in the Union.

- B. Check-Off. Any employee who is a member of the Union or who has applied for membership, shall sign and deliver to the City of Miamisburg an original assignment in a form to be prescribed by the Union and consistent with State law authorizing deductions of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the City shall deduct such dues from the salary check of said employee each month. The amounts deducted shall be submitted within ten working days to the Union.
- C. Fair Share Provisions. It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment, subject to the conditions and requirements of Section 4117 of the Revised Code. This obligation shall commence upon the completion of the probationary period.

This provision shall not require any bargaining unit employee to become a member of the Union, nor shall the fair share fee exceed that percentage of the normal dues used by the Union in administration of the collective bargaining agreement. The Union shall notify the City of the amount of the fair share fee, as required by law. The deduction of a fair share fee by the City of Miamisburg from the payroll check of the employee and its payment to the Union does not require the written authorization of the employee.

- D. Bona Fide Religious Exemption. Any employee who is a member of the church or religious body having a bona fide religious tenets of teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular union dues to a non-religious charity exempt from taxation under section 501(c)(3) of the Internal Revenue Code mutually agreed upon by the employee affected and a representative of the Union to which such employee would otherwise be required to pay dues. The employee shall furnish written receipts evidencing such payment to the Union.

- E. The Union shall hold the City harmless from liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of the section.

Section 3. Management Rights. Except to the extent expressly abridged by a specific provision of this Agreement, the City reserves and retains, solely and exclusively, all of its statutory rights to manage the operation of the Departments and Divisions covered by this agreement. The sole and exclusive rights of management, which are not abridged by this Agreement, shall include: (by way of example and not by way of limitation):

Such rights shall include but are not necessarily limited to the rights:

- A. To develop, alter or abolish policies, procedures, and rules to govern the service operations of the City and bring about discipline;
- B. To determine work assignments and establish, alter or eliminate work schedules, locations or functions in accordance with municipal and departmental needs;
- C. To transfer, promote or lay-off employees, or to terminate, demote, suspend or otherwise relieve employees from duty for just cause;
- D. To recruit, select and determine the number, qualifications and characteristics of all employees required;
- E. To establish basic and in-service training programs and reasonable requirements for upgrading of employees;
- F. To take such measures as the City administration may determine to be necessary for the orderly and efficient management of the Service operations of the City; and

To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the grievance and arbitration procedure.

Section 4. Part-time and Seasonal Employees. Seasonal employees are those working Monday through Friday from April 1st through October 1st. Part-time employees are those working no more than thirty (30) hours in one calendar week nor more than 120 hours (on a forty-hour basis) per month Monday through Friday, but not one in the classified service who has survived the applicable probationary period. Part-time employees will not be utilized beyond

these defined limits unless (1) properly made full-time or (2) other full-time employees in the classification are not available. Part-time and Seasonal employees will not be offered overtime assignments unless all regular full-time bargaining unit employees in the bargaining unit have been offered the overtime assignment or unless the overtime is a result of completing their daily work assignment.

Section 5. The City will not discriminate as to any employee on account of membership or non-membership in the Union.

Section 6. The City will provide to the Union on a quarterly basis, if requested in writing by the Chief Steward, a list of employees serving in the classifications listed in Exhibit A, and their date of hire, division and job designation. Additionally, the City will provide the Union within 15 days of an employee completing the probation period, a list of new hires, their division, date of hire and job designation.

ARTICLE 3

UNION BUSINESS

Section 1. Business Representatives of the Union will be admitted to the City's facilities as long as their activities do not interfere with work duties of the employees, except to the extent authorized by this Agreement.

Section 2. The Union may select two (2) Stewards, one of which shall be designated Chief Steward and three (3) alternate Stewards which shall be evenly distributed among the particular work divisions. The Stewards' names and Departments shall be furnished to the Department Directors, the City Manager and the Director of Human Resources by the Union. This list shall be kept current by the Union at all times. The Steward involved will not be unreasonably denied permission to leave his work to be present at a grievance presentation. In such instances, the Steward will be permitted reasonable time to investigate and process grievances, with prior permission of his immediate Supervisor. Union business, other than that provided in this Agreement, shall not be conducted by Stewards on City time, nor shall it, in fact, interfere with the work assignment of the Steward involved or the work assignment of any other employee.

Section 3. Chief Steward. The Chief Steward shall coordinate the activities of the other stewards and act as chief spokesperson for the Union. The Chief Steward shall not displace the

regular Stewards. The Chief Steward may act in the capacity of a Steward when the Steward is not available. Among his functions shall be the following:

- A. attendance at Labor-management meetings;
- B. posting of Union notices on the bulletin board;
- C. represent the Union in processing and investigating grievances at Step Two of the Grievance Procedure;
- D. replace a Steward who is absent or unavailable, or when special circumstances warrant, participation by such individual in matters designated for a steward; and
- E. to confer with the City regarding urgent or immediate problems related to employee relations.

Section 4. The privileges listed above do not authorize Stewards to be absent other than as authorized by this Agreement.

Section 5. The Union will be permitted to conduct its regular monthly meetings and such special meetings as may be called from time to time on City premises at reasonable times which do not conflict with other scheduled activities for the space involved.

Section 6. One bulletin board at each facility where employees report to work out of the view of the public may be provided by the Union and used for posting notices which do not have the effect of badmouthing the City. Notices may be of the following types:

- A. Recreation and social events;
- B. Union elections and election results;
- C. General Union membership meetings and other related meetings;
- D. Posting of schools and seminars; and
- E. General Union business of interest to membership.

Section 7. The Union shall promptly notify the City in writing of each of the Stewards who are to serve, and shall keep such notifications current and accurate at all times.

Section 8. Union Business Leave. Arrangements for scheduling of annual leave will be made for the following purposes:

- A. Five days per year for the entire unit for Steward training (e.g., 5 bargaining unit members could take 1 day each or 1 bargaining unit member could take 5 days). This leave is only authorized upon 48 hours notice to the Human Resources Director. This leave will be deducted from each employee's accumulated leave.

- B. A bargaining committee not to exceed five (5) members to attend negotiations during the term of this Agreement without loss of pay or benefits, and without the necessity of taking leave time.

ARTICLE 4
LABOR-MANAGEMENT RELATIONS

Section 1. To promote the purpose of this Agreement, there shall be a Labor-Management Committee which shall, if the parties agree, meet to discuss matters of mutual concern as they arise including the dissemination of general information of interest to both parties and to give suggestions on subjects of interest to both parties. Before each meeting, the parties must agree upon an agenda. The parties shall not stray from the issues noted on the agenda during the meeting. The purposes of such meetings may include, but are not limited to:

- A. *discussing the administration of this Agreement;*

- B. discussing safety and health matters;

- C. discussing grievances which have not been processed beyond the pre-arbitration steps of the grievance procedure when such discussions are mutually agreed to by the parties;

- D. notifying the Union of changes contemplated by the City which may affect members of the Union; jointly discussing the need for upgrading the current employees in terms of providing and/or identifying training and educational opportunities to meet the future needs and programs of the City and thereby reducing the likelihood of changing skill requirements not being met by current personnel;

- E. disseminating general information of interest to the parties; and
- F. giving the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including alleged inequities in the treatment of employees in the bargaining unit.

The above list illustrates the type of subjects to be discussed and is not intended to create additional contractual liabilities. More frequent meetings may be held when, in the opinion of both parties, such meetings would serve to fulfill the purpose of this Agreement as previously stated.

Section 2. The Union shall be entitled to a maximum of five (5) stewards or alternates on the Committee. At meetings involving technical or legal questions, the Union will be permitted to bring a local union representative. However, every effort will be made to maintain the informal nature of the Labor-Management Committee meetings.

Bargaining Unit Stewards or alternates participating in Labor-Management meetings pursuant to this Article during working hours will not suffer loss of pay or benefits, however, this privilege shall not be abused.

Section 3. Written responses promised by either party in meetings of the Labor-Management Committee will be submitted to the top representative of the Union and City who attended such meeting within fourteen (14) calendar days; provided, however, that the parties may mutually agree to extend this time.

ARTICLE 5

NO STRIKE - NO LOCKOUT

Section 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, and inasmuch as the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Miamisburg, neither the Union, its officers, agents, or representatives or bargaining unit employees will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage, by its members or other employees of the City for the duration of this Agreement or mutually agreed upon extensions. When the City notifies the Union by certified mail that any of its members is engaged in any such strike activity, the Union shall immediately order such

members to return to work. In addition to the other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline any employee violating this action and no such discharge or discipline may be set aside if the employee is found guilty of any violation of this section. Such disciplinary action shall be subject to the grievance and arbitration procedure of this Agreement for the sole purpose of determining whether the employee violated this section. The Union shall publicly denounce any violation of this section and shall use all reasonable efforts to prevent and terminate any such violations. If the Union takes such steps, it shall not be liable for a violation of this section.

In the event of a claim by the City of a violation of this Section, written notice shall be given to the Union. The City may request the Arbitration and Mediation Service (AMS) to appoint an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours or as soon after that as possible. The parties may not file and the arbitrator shall not receive post-hearing briefs with respect to the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike or work stoppage. The arbitrator shall have the authority to continue the hearing and to request post-hearing briefs with respect to the issue of damages. This arbitration provision does not affect the City's right to seek direct relief, injunctive or otherwise, in the courts.

Section 2. During the term of this Agreement, the City will engage in no lockout of employees covered by this Agreement.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. Purpose. It is the intent of this Article to provide a means for the reasonable settlement of certain disputes between an employee and Management. All employees and Supervisory personnel should, however, make every possible effort to settle differences without making use of the procedure contained in the following section.

Section 2. For purposes of this Agreement, a grievance shall be defined to mean a dispute between an employee and/or the Union with the City over the interpretation or application of a specific section of this Agreement (including amendments to it). Any grievance must be presented in writing for disposition through the grievance procedure set forth below within ten

(10) business days of the occurrence of the facts or conditions giving rise thereto, or within ten (10) days of the grievants' knowledge of their occurrence, whichever comes later, but in no case later than 28 business days from their occurrence. Any grievance not filed or appealed within the specified time limit shall not be honored. A holiday shall not be counted as a business day for purposes of this article.

Section 3. Steps.

Preliminary Meeting.

An employee having a grievance will first attempt to resolve it informally by meeting with his relevant supervisor at, or after, the time of the incident giving rise to the grievance occurs. Because this meeting is meant to be informal between the employee and his immediate supervisor, there is no reason to put the grievance in writing, no report needs to be submitted by the relevant supervisor, and there will typically be no Steward present. However, the parties recognize that it may be beneficial in a particular case to have a Steward present, and if an employee requests that a Steward be present at this meeting, the request will not be unreasonably denied.

The Supervisor shall render a decision no later than three (3) business days from the date of the meeting. If the employee is not satisfied with the response from his Supervisor, he may pursue the following formal steps:

Step 1. Superintendent or Designee.

- A. If the grievance is not resolved at the Preliminary Meeting, the employee may submit it in writing to his Superintendent or designee within the time limit specified in Section 2 above.
- B. The Superintendent or designee will meet with the grievant to discuss the problem within three business days after receipt thereof, and shall answer the grievance in writing within three business days after said meeting.
- C. The grievant may bring with him the appropriate Union Steward. If the grievant wants the Steward to attend, the grievant is responsible to see that the Steward is notified, and then, the City will give the Steward the opportunity to attend the meeting.

- D. Where the grievant's Superintendent is the Department Head, the grievant shall take the grievance to the Preliminary Meeting and proceed through the steps outlined in Step Two of this grievance procedure without going through Step One.

Step 2. Department Head or Designee.

- A. If the grievant is not satisfied with the answer he received in Step One, within seven (7) business days after his receipt thereof, he may submit the grievance in an original and two copies to his Department Head or designee. The Department Head or designee will endeavor to schedule a meeting within seven (7) business days to discuss the grievance.
- B. The grievant may have his Steward accompany him to the meeting at this step. Also the employee's supervisor may attend at the City's option. The grievant may request the presence of the Supervisor and the City may grant or deny the request as it determines to be proper at its discretion. If the grievant wants the Steward to attend, the grievant is responsible to see that the Steward is notified, and then the City will give the Steward the opportunity to attend the meeting.
- C. At the conclusion of this meeting, and not to exceed seven (7) business days after his receipt of the grievance forms, the Department Head or designee shall respond to this grievance by writing his answer on the original and one copy thereof to the grievant.

Step 3. City Manager or Designee.

- A. If the grievant is not satisfied with the written answer received in Step Two, within seven (7) business days after his receipt thereof, he may submit the original of the grievance form and one copy to the City Manager or his designee and request that the meeting contemplated by this Step Three be scheduled.
- B. Upon receipt the original and one copy of the written grievance form, the City Manager or his designee shall have them date-stamped to show the date of receipt and shall schedule a meeting to be held within seven (7) business days to discuss the grievance.
- C. Prior to the Step Three meeting, the City Manager or his designee shall inquire into the circumstances and allegations surrounding the grievance. Such inquiry

may include the taking of written statements, reviewing all available written reports, written instructions, policies, rules and regulations and all other pertinent information concerning the grievance.

- D. The grievant shall bring with him the Chief Steward, or if absent, another Steward. In addition, a duly accredited representative of the Union may attend this meeting.
- E. Upon completion of the Step Three meeting, the City Manager or his designee shall determine whether the contemplated answer is consistent with City Policies and this Agreement.
- F. The City Manager or his designee shall render his decision in writing and return a copy to the grievant and the union within fourteen (14) business days after the meeting with the grievant.

Section 4. If either party fails to timely respond in accordance with the time limits of this Article, a party may automatically process the grievance to the next step of the grievance procedure. Before doing so, it must give notice to the opposing party that it is invoking the automatic processing procedure and provide a one day extension to respond commencing upon the receipt of notice.

Section 5. In each step of the Grievance Procedure, certain specific representatives are given approval to attend the meetings. It is expected that, in the usual grievance these will be the only representatives in attendance at such meetings. However, in the interest of resolving grievances at the earliest possible step of the Grievance Procedure, it may be beneficial that other representatives be in attendance. Therefore, either party may bring additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement to do so among the parties specifically designated to attend.

Section 6. The City agrees to use the Teamsters Local 957 grievance form. Individual grievances shall be identified on the grievance form by year and number of grievance, e.g., 2005-01, 2005-02, etc.

Section 7. An employee shall be given a reasonable time, not to exceed 15 minutes, to consult with his appropriate Steward during working hours relative to a grievance matter after first notifying his Supervisor of such desire. Such privilege will not be abused by the employee

and shall not be unfairly withheld by the supervisor and shall be consistent with the mutual duties of all parties to assure continued service to the citizens.

Section 8. Arbitration. If a grievant, after receiving the written answer to his grievance at Step Three of the Grievance Procedures still believes that the grievance has not been resolved to his satisfaction, he may request that it be heard before an arbitrator. The Union must make written application for arbitration to the City Manager within thirty (30) business days of receipt of the Step Three written answer. However, the Union shall make the final decision as to whether to carry a grievance to arbitration.

Section 9. Arbitration Panel. The Union and the City will obtain appointment of an arbitrator from the following panel: Phyllis Florman, Ted High, Mike Paolucci, Mitch Goldberg and Langdon Bell. The arbitrator shall be chosen by following the list in alphabetical order. If for any reason, an arbitrator on this panel can no longer serve in this capacity, the parties agree to meet and choose a replacement.

If, for any reason, this process of selecting arbitrators breaks down, the parties will revert to the appointment of arbitrators by the Arbitration and Mediation Service from a list of 12 arbitrators who maintain offices located within 125 miles of Miamisburg, Ohio using the rank and strike method of selection.

Section 10. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties, and shall apply the rules of the Arbitration and Mediation Service. No more than one grievance will be heard at a proceeding unless the City and the Union agree otherwise.

The arbitrator's sole function shall be to interpret this Agreement. The arbitrator shall not have any authority to change, amend, modify or otherwise alter this Agreement or any part thereof in any respect.

The ruling and the decision of the arbitrator within his function as described herein shall be final and binding upon the parties. The award, if in favor of the grievant, will be implemented by the City at the earliest possible time, but no later than thirty (30) business days from the date of receipt of the decision unless extended by mutual agreement of both parties.

Section 11. Costs of the services of the AMS, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the City and the Union. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Where it will not interfere with the provisions of the City's service, witnesses will be excused without loss of pay; in other cases, witnesses will, upon reasonable notice, be permitted to trade shifts or use annual leave. Should the City withhold permission for a witness to leave work to attend an arbitration hearing, the hearing shall be delayed until such time as the witness is available and applicable time limits will be extended.

Section 12. The arbitrator shall render in writing his findings and award within thirty (30) business days after the hearing, and shall forward such findings, awards, and all supporting data to the office of the City Manager of the City and the Union.

Section 13. Complaints concerning working conditions, not constituting a grievance as defined in Section 2 of this Article, may be signed and processed through all steps of the grievance procedure but shall not be subject to arbitration.

ARTICLE 7

POLICIES AND PROCEDURES

Section 1. The City has the right to promulgate reasonable work rules, policies and procedures consistent with its charter authority to regulate employees in the performance of the City's services.

To the extent any work rules, policies and procedures have been or will become reduced to writing, every employee shall be provided copies of them.

Work rules, policies and procedures are to be interpreted and applied consistently to all employees covered by this Agreement under similar circumstances.

Nothing herein shall be interpreted as a waiver by any member of his right to challenge the reasonableness, uniformity of application or interpretation, or authority of the City to promulgate any such work rule, policy or directive, through the grievance procedure and arbitration, or appropriate legal action.

Section 2. Pre-disciplinary Investigation. The investigatory meeting need not include a Steward, although employee requests for a Steward or the Business Representative will not be unreasonably denied.

Section 3. Pre-disciplinary Hearing. Before a Supervisor conducts a disciplinary hearing with an employee wherein disciplinary action of record, written reprimand, suspension or dismissal is likely to result, the Supervisor shall give notice to the employee of the employee's right to have a Steward and/or the Business Representative present. If the employee exercises his right to have a Steward and/or the Business Representative represent him, no disciplinary action shall be taken until such time as the employee's Steward and/or the Business Representative can be present at the disciplinary meeting. Disciplinary meetings shall not be delayed beyond seventy-two (72) hours due to the unavailability of the Business Representative.

Section 4. Discipline. The City reserves the right to employ an appropriate level of discipline in each and every case. Mitigating or aggravating circumstances may be considered for each offense. The City will give copies of all written disciplinary actions taken to the affected employee, the Union Chief Steward and the Business Representative. Warnings and written reprimands given pursuant to this section shall cease to have force and effect two (2) years after they are given and will be physically removed from the employee's personnel folder, provided there are no intervening warnings, written reprimands, or suspensions during the 24 month period. Suspension of 5 days or less shall cease to have force and effect four (4) years after they are given and will be physically removed from the employee's personnel folder, provided there are no intervening warnings, written reprimands, or suspensions during the 4 year period. After 18 months, the City will consider employees' request to remove such suspensions from the file if there has been no intervening discipline. Such an exception is completely within the discretion of the City Manager or his designee.

If any discipline inadvertently remains in an employee's personnel file longer than permitted by the time lines above, it shall not be considered when imposing current discipline.

Section 5. Employees shall have the right to review their personnel files at reasonable times upon dated, written request to the Department Head. The Human Resources Director will schedule such review within a reasonable time and place. The time to provide the personnel file folder for review is not to exceed (30) calendar days.

Section 6. The City shall promulgate a policy concerning drug and alcohol testing which is consistent with Department of Transportation guidelines. The City and Union through its Labor-

Management Committee will work cooperatively to develop policies concerning this law and ensure its successful implementation.

Section 7. Drug and Alcohol Policy. While abuse of alcohol and drugs among our members/employees is the exception rather than the rule, Teamsters Local Union No. 957 and the City of Miamisburg share the concern expressed by many over the growth of substance abuse in American society.

The parties have incorporated the appropriate provisions by the applicable DOT drug testing rules under 49 CFR Parts 40 and 382 under existing City policy for bargaining unit employees required to possess and maintain a Commercial Drivers License (CDL). The drug testing procedures below, agreed to by labor and management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent and ensures the Employer complies with all applicable DOT drug and alcohol testing regulations and shall apply only to bargaining unit employees who are not required to possess and maintain a CDL as a condition of employment.

It is the goal of this provision to prevent drug abuse or impairment on the job and to promote rehabilitation for all bargaining unit employees.

Section 8. Prohibition. At all times on the job employees are prohibited from using, selling, purchasing and possessing the following: alcohol, illegal drugs, look-alikes, act-alikes, or any other substance which could alter motor or sensory functions in a human being, and all related paraphernalia. Employees are prohibited from being impaired or under the influence of any of the above mentioned substances.

Possession of prescription drugs is permissible only if the following conditions are met:

- A. the prescription drug is kept in the original bottle with the original label and both the employee's name and the prescribing doctor's name on it;
- B. the drug was dispensed within 12 months;
- C. written permission is submitted from the prescribing doctor which permits the employee to work while taking the indicated dosage.

The City reserves the right to have a second physician at the City's expense determine whether the prescription drug might affect job performance.

Section 9. Reasonable Suspicion. Any test except individuals randomly selected as set forth below, must be based on reasonable suspicion. The City's reasonable suspicion of drug impairment on the job may be based upon, but is not limited to the following:

- A. the employee's involvement in an accident or other incident which results in bodily damage or damage to property provided there is reasonable suspicion to believe that the employee was under the influence of drugs at the time;
- B. confirmed reports that the employee uses or is under the influence of drugs while on duty;
- C. the odor of drugs on the employee's breath;
- D. unusual behavior such as slurred speech and/or unusual lack of coordination;
- E. possession of drug/alcohol paraphernalia used in connection with drugs of abuse;
- F. excessive, unexplained absences.

Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports.

When a supervisor has reason to believe that an employee has violated Section 8 of this Article, they must communicate their observations in writing and submit them to the Department Director or their designee. The Assistant City Manager or their designee and the Department Director or their designee shall jointly determine whether there is sufficient evidence to warrant a drug test. If the decision is made to require an employee to take a drug test, the employee shall be relieved of duty upon notification of said test with pay, and the Chief Steward shall be notified immediately.

Section 10. Random Selection. The method used to randomly select employees for alcohol testing shall be neutral, scientifically valid and in compliance with DOT regulations and consistent with city policy for other bargaining unit CDL employees.

Section 11. Testing. Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay provided that the test is negative in the following manner:

Random Drug Tests

- (1) For all time at the collection site.
- (2)
 - (a) for travel time one way if the collection site is reasonably en route between the employee's home and the work location, and the employee is going to or from work; or
 - (b) for travel time both ways between the work location and the collection site.
- (3) When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.
- (4) The City will not require the employee to go for urine drug testing before the employee's shift, provided the collection site is open during or immediately following the employee's shift.
- (5) During an employee's shift, an employee will not be required to use his/her personal vehicle from their work location to and from the collection site to take a random drug test.

Section 12. Positive Test Results. A negative confirmation test will result in the entire test being considered negative. The employee will then be permitted to return to work unless other non-test related circumstances prohibit such return. A positive test for the purposes of alcohol shall be a blood alcohol level of .02 or greater. If the confirmation test results are positive and not contradictory, the employee shall be deemed in violation of this Article and will be subject to Section 13 of this provision.

Section 13. Rehabilitation and Counseling. If all screening and confirmation tests are positive, the City shall require the bargaining unit employee to participate in a rehabilitation or detoxification program. Any refusal to attend will be grounds for discipline up to and including discharge. A bargaining unit employee who participates in a rehabilitation or detoxification program shall first use sick leave, then vacation leave and finally personal business days for the period of the program. If no such leave is available, the bargaining unit employee shall be placed on unpaid medical leave of absence for the period of the program. Upon the completion of the program and a re-test that demonstrates that a bargaining unit employee is no longer illegally

using drugs, the bargaining unit employee shall return to duty in the position held at the time of the rehabilitation leave. The bargaining unit employee may be subject to periodic re-testing upon his return to work for a period of one (1) year from the return to work but no more than three (3) tests. Any bargaining unit employee in the above mentioned rehabilitation and detoxification program will not lose any seniority or benefits.

If the bargaining unit employee chooses to seek professional counseling outside the Employee Assistance Program or the City's health insurance program, the rehabilitation expense shall be borne by the bargaining unit employee.

Within forty-five (45) days of entering the treatment program, the bargaining unit employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work, and pass a drug test. This time limit may be extended by the Assistant City Manager if medical or scientific evidence indicate that a longer period of time is justified. However, no period longer than six (6) months from the date of the original positive test result will be permitted.

If the bargaining unit employee refuses to undergo rehabilitation, or he fails to complete the program, or if he tests positive during a periodic testing within one (1) year after his return to work, such bargaining unit employee shall be subject to disciplinary action including discharge from his position. Except where otherwise provided herein, cost of all drug screening tests and confirmation tests shall be borne by the City.

For the purposes of implementing the provisions of this Article, each bargaining unit employee shall not refuse to execute a medical release in order for the City to obtain the results of the drug test provided for in this Article. Except as otherwise provided by state and federal law with regard to communicable diseases, or without further authorization of the bargaining unit employee, the releases referred to in this Article shall authorize only the release of examination results and progress reports pertaining to the drug screening results. No other medical finding may be released without the express written permission of the bargaining unit employee.

Section 14. Disciplinary Action. Bargaining unit employees who voluntarily admit to a drug problem or who fail a drug test will not be disciplined provided they follow the procedures outlined in this Article. Discharge may occur, however, if an employee is found to be in violation of the below items:

- A. a bargaining unit employee who sells or traffics illegal drugs;

- B. a bargaining unit employee who upon reasonable suspicion by the City pursuant to Section 9, refuses to be tested for drugs;
- C. a bargaining unit employee who has tested positive for drug use and refuses to seek or fails to complete rehabilitation or counseling that has been requested by the City;
- D. a bargaining unit employee who has been found to have used drugs for a second time within a ten (10) year period;
- E. a bargaining unit employee who fails to report their conviction for drug-related crimes per the Federal Drug Free Workplace Act for a second time.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work. The normal schedule of hours shall consist of eight (8) consecutive hours per day, five (5) consecutive days per week, Monday through Friday, except in divisions where twenty-four (24) hour or seven (7) day coverage is required. The City reserves the right to establish alternative work weeks as long as they consist of five (5) consecutive days per week.

Section 2. Lunch Break. A thirty (30) minute unpaid lunch break will be provided at a time to be determined by the supervisor.

Section 3. Rest Period. All bargaining unit employees shall be entitled to a rest period of fifteen (15) minutes in each half of their shift, provided that they shall have worked at least one (1) hour of that half shift. Bargaining unit employees may leave their work station to take this rest period in designated areas provided that they can return to their work station within the 15 minute period. Rest periods may be scheduled by the City. The City shall allow a ten (10) minute personal clean up time before lunch and before quitting time. The supervisor may grant more time, if necessary.

Section 4. Overtime Authority. The City, in its sole discretion, shall determine when overtime work is necessary. In the event the City determines that overtime work is necessary, the City will only offer the overtime work to employee(s) qualified to do the work.

Section 5. Overtime Rate and Application. The City shall pay an overtime premium of one and one-half times the bargaining unit employee's hourly rate or the bargaining unit employee may receive compensatory time on the basis of one and one-half hours for each hour of overtime worked as determined by supervision for all hours worked in excess of eight (8) hours per work day or forty (40) hours in one week.

Section 6. Overtime Calculations. Sick leave, vacation leave, personal business leave, injury leave and holidays for which the bargaining unit employee is paid, and compensatory time off work, will be considered hours worked for purposes of performing overtime calculations.

In the event a bargaining unit employee continues to work for over twenty-four (24) straight hours, he shall continue to receive time and one-half even when working on his regular shift the following day, and continuing as long as he continues to work.

Regularly scheduled work shifts shall not be altered to avoid the payment of overtime.

Bargaining unit employees will not refuse assignments or miss work to enhance their ability to receive overtime pay.

There shall be no pyramiding of overtime.

Section 7. Compensatory Time. Compensatory time regulations will follow established city policy and balances will be limited to 100 hours. An employee may convert up to 50 hours of compensatory time to regular pay once annually in December, provided written notice thereof is given by November 1.

Section 8. Scheduled Overtime. The City will attempt to schedule overtime assignments in advance. The City will attempt to notify employees on or before noon of the day in question of potential hold over assignments.

Section 9. Absent and Tardy Application to Scheduled Overtime. Scheduled overtime will be treated as regularly scheduled work time for purposes of the absenteeism and tardiness policy.

Section 10. Mutual Trade. If a bargaining unit employee is unable to work his scheduled overtime, then that bargaining unit employee may, upon mutual agreement with another qualified bargaining unit employee and the supervisor, trade scheduled overtime assignments, with one another.

Section 11. Annual Scheduled Overtime Posting. Where there is a continuous twenty-four (24) hour per day operation required or where there is a continuous seven (7) day a week operation required because of the nature of the work, the supervisor shall post annually, a schedule of weekend and holiday duty.

Section 12. Hold over. An employee who has already begun a task may be requested to complete that task during overtime hours. The City will first offer hold over overtime to the employee who had already begun the work.

Section 13. Overtime Assignment Errors. If an employee is passed over for an overtime opportunity by a supervisor, the City shall offer that employee the next available opportunity for which the employee is qualified after the pass over has been discovered. If the City, by error of a supervisor passes over the same employee a second time in a calendar year, that employee is entitled to pay for the lost work.

Section 14. Transfer and New Hires. Any employee transferring from one division to another shall be placed on the overtime list as follows:

1. Regardless of hours worked in a previous division, the transfer employee shall begin with the same number of hours as the highest employee's hours in the division that he/she is transferring into.
2. All newly hired employees shall begin with the same number of hours as the highest employee in the division that he/she is joining.

Section 15. Overtime Equalization List. The City shall make a list of all full time employees in order of their seniority (per Article 23 definition) by division. The list will also track overtime hours offered, refused and worked for each employee.

The City shall go down the overtime equalization list, starting with the qualified employee with the lowest amount of overtime hours in the division, until they have enough qualified employees to satisfy the need. After exhausting the applicable division list, the city will offer the overtime to any qualified employee. If after reaching the bottom of the list there are not enough employees to satisfy the work need, the City shall order in the required number of employees beginning with the least senior (definition per Article 23) qualified division employee. The City will attempt to update the overtime equalization lists daily, but at a minimum, weekly and the list will be

available to the steward. This section (Section 15. – Overtime Equalization List) does not apply when an emergency or other exigent circumstances exist.

Section 16. Zeroing Out. The overtime equalization list shall be “zeroed out” on January 1st. The assignment of overtime after the roster is “zeroed out” shall be governed by the highest seniority (as defined in Article 23) qualified division employee.

Section 17. Employee Rejection of Overtime. A bargaining unit employee may reject an overtime assignment provided another qualified bargaining unit employee in the division is available for the assignment. Those hours rejected shall be counted as hours refused and applied to the overtime equalization list.

Section 18. Definition of Overtime Offering. A bargaining unit employee shall be considered to have been offered overtime if he was called and/or offered the overtime. An employee shall contact his/her supervisor before reporting to overtime work pursuant to a voice message.

Section 19. Overtime Worked in Another Division. A bargaining unit employee that works overtime in another division shall not have that time counted in his/her division overtime equalization list.

ARTICLE 9 ABSENTEEISM AND TARDINESS

Section 1. Absence. Employees may be subject to the following discipline if they have accrued during any 12-month period.

<u>Absences</u>	<u>Resulting Discipline</u>
6	Oral reprimand
7	Written reprimand
8	One (1) day suspension
9	Three (3) days suspension
10	Employee will warrant further disciplinary action including dismissal at the City's discretion.

"Absences" is defined as a block of successive days absent during scheduled work days without returning to work. Exceptions may be made for extended illness of employee or family upon certification by a licensed physician and approval of the City Manager or his designee.

Unexcused absences count the same as an excused absence. Any individual who comes to work and becomes ill and leaves prior to working one-half or less than one-half of the employee's scheduled work period will be charged a full day's absence. If he leaves after working more than one-half the employee's scheduled work period he will be charged one-half day's absence.

Section 2. Tardiness. Those individuals who are late for work may be subject to discipline in accordance with the following schedule during any 12 month period.

<u>Tardiness</u>	<u>Resulting Discipline</u>
6	Oral reprimand
7	Written reprimand
8	One (1) day suspension
9	Three (3) day suspension
10	Employee will warrant further disciplinary action including dismissal at the City's discretion.

"Tardiness" is defined as being late for scheduled reporting time at the beginning of the day or when returning from lunch.

Section 3. As an incentive for nonusage of sick leave, the employee will be entitled to the following:

Zero sick leave usage per year	Equivalent to 40 hours straight time wages
Up to 8 hours sick leave usage per year	Equivalent to 32 hours straight time wages
Over 8 hours up to 16 hours sick leave usage per year	Equivalent to 24 hours straight time wages
Over 16 hours up to 24 hours sick leave usage per year	Equivalent to 16 hours straight time wages

This will be paid in the last pay period in November and will be paid each November thereafter for the length of this Agreement. For purposes of determining sick leave usage for this section, a year will be from September 3 through September 2.

ARTICLE 10 TOOL ALLOWANCE

Section 1. The City will reimburse the vehicle maintenance mechanics and one maintenance specialist four hundred dollars (\$400) annually, for actual and necessary tool purchases, which have been approved in advance.

ARTICLE 11 WAGES

Section 1. Wage rates for employees shall be set subsequent to negotiations with the Union and shall be set forth in Exhibit A. Management agrees not to recommend any change in compensation affecting a Bargaining Unit employee without prior notice to the Union. Wages for employees will be paid on a bi-weekly basis.

Section 2. When a new job specification is established by the City or when permanent and substantial changes in an existing classification job content occur, the Union may grieve the rate of pay assigned the class by presentation of a grievance to the City Manager. The City shall furnish the Union with a copy of the class specifications and rate of pay when a new classification is established.

Any such grievances may be processed at Step 3 of the Grievance Procedure, but shall not be subject to arbitration. However, any rate adjustment (other than as part of a general wage adjustment) which is reached as part of the Grievance Procedure shall be fully retroactive (to the date the new classification or substantial classification change was established). If the matter is not resolved as part of the Grievance Procedure, it will be resolved at the time of the next contract renewal or any time the contract is reopened.

If the City determines to modify the minimum qualifications of an existing classification, the City agrees to notify the Union of such intent, in writing, and to meet with the Union in a Labor

Management Committee meeting to discuss the intended changes prior to presentation of such modifications to the Civil Service Commission.

Section 3. Posting Procedure. The City shall continue to utilize its posting procedure for filling job openings. When the City determines there is a job opening in the service departments, it shall make a good faith effort to fill such vacancy in an expeditious manner and post a notice of such vacancy for five working days. Employees seeking such job openings shall sign the posting. The City will award the job to the candidate with the proper qualifications giving preference to employees within the department where the job opening occurs first, and then to employees in other departments within the service departments. In cases of more than one qualified bidder, the one with the most seniority shall be given preference. If no bidder qualifies, the City shall be free to fill the opening from any source. The successful candidate shall be required to complete a successful probationary period and if he does not pass probation, he shall be returned to his former position and the next candidate shall be selected based on the order listed above. The periods of probation shall be six (6) months for new hires, sixty (60) days for intradepartmental promotions and lateral department transfers, and ninety (90) days for interdepartmental promotions.

Section 4.

- A. Employees will normally start at Step A and progress according to the pay scale, however, the City may at its discretion start such employees at higher steps based upon significant experience outside the Bargaining Unit. Each classification listed shall have the wage progression indicated.
- B. Employees hired prior to January 1, 1990 shall automatically progress to the next wage progression at six (6) month intervals with the exception of the sixth step which shall be granted unless the City has a good faith belief that the employee has not attained the high level of performance expected of employees at the sixth step. Employees who do not receive their sixth step increase may resort to the grievance procedure. For purposes of computing the wage progression, employees shall have an anniversary date based on their date of original hire. For every six (6) months of service, the employee shall progress one step higher in pay until top step is reached. In case an employee moves from one classification to a higher classification, the employee will be placed in the step that is higher than

what he is making now. The employee must then wait six (6) months from that point until his next step increase.

- C. Employees hired after January 1, 1990, shall advance one step following the completion of their probation period and achievement of career status. Employees shall automatically progress to the next wage progression at one (1) year intervals with the exception of the sixth step which shall be granted unless the City has a good faith belief that the employee has not attained the high level of performance expected of employees at the sixth step. Employees who do not receive their sixth step increase may resort to the grievance procedure. For the purposes of computing the wage progression, employees shall have an anniversary date based on the date they completed their probation period. After the first six (6) month period of employment and annually thereafter, the employee shall progress one step higher in pay until the top step is reached. In case an employee moves from one classification to a higher classification, the employee will be placed in the step that is higher than what he is making now. The employee must then wait one (1) year from that point until his next step increase.

Section 5. Meal Allowance. The City will reimburse employees for a meal at twelve (12) consecutive hours of working and thereafter at four (4) hour intervals. In case of call-in for emergency work, meals will be reimbursed after the fourth consecutive hour of emergency work and at four (4) hour intervals of emergency work thereafter. Employee lunch break will not be considered to be a break in consecutiveness for meal allowance purposes. Standby hours not worked will not be considered as time worked for meal allowance purposes. Meal allowance will be \$5.50.

Section 6. Plus Rating. Any Employee required to perform the essential functions/duties of a classification with a greater pay rate, for a period of four (4) or more consecutive hours in the same workday, shall be paid at a higher hourly rate corresponding to the step within the plus rated grade. Classification may have essential functions/duties that overlap one another and may in such instance result in a situation where pay substitution shall not occur.

The Parks Maintenance Division is exempt from this provision unless the bargaining unit employee is working in a capacity that utilizes a certification the employee currently holds which is not a requirement for the employee's primary position.

Section 7. Supervisor-In-Charge. The City will pay \$1.50 per hour to employees that are appointed Supervisor-in-charge for all hours worked as Supervisor-in-charge. Effective January 1, 2009, the City will pay \$2.00 per hour to employees that are appointed Supervisor-in-charge for all hours worked as Supervisor-in-charge. The appointment of a Supervisor-in-charge is at the sole discretion of the City.

Section 8. During the term of this Agreement and at its sole discretion, the City reserves the right to provide automatic upgrade progression for Parks Maintenance II employees to Park Maintenance III, upon obtaining the second required certification for the position. Such certification must receive the prior written approval of the Parks and Recreation Director and the eligible employee must have received a satisfactory evaluation in his or her last evaluation.

ARTICLE 12 HOLIDAY PAY

Section 1. The following shall be recognized holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve - to be declared by City Manager
- Christmas

Section 2. In order for an employee to receive his pay for the holiday, he must work his regularly scheduled day before and his regularly scheduled day after the holiday. Employees on approved paid leave shall be considered as working their regularly scheduled day for the purpose of this section.

Section 3. Employees who are not scheduled to work on a designated holiday shall be paid for eight (8) hours work at applicable straight time. Employees who work on a designated holiday shall be paid their holiday pay, plus 1.5 times their regular rate.

Section 4. Employees who are scheduled to work on a designated holiday and who do not report for work on such holiday shall not be entitled to holiday pay unless their reason for non-reporting would ordinarily be acceptable under the sick leave provisions of this Agreement.

Section 5. If a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. In the event that a holiday falls on a Sunday, the following Monday shall be observed as a holiday, except for employees working on a twenty-four hour, seven day schedule who will observe holidays on whatever day it officially falls upon. In January of each year, the City Manager will designate the holidays for the upcoming year. For payroll purposes, the holiday begins at 7 a.m. and ends at the conclusion of the third shift.

ARTICLE 13 PERSONAL BUSINESS LEAVE

Section 1. Employees shall be entitled to 24 hours of personal business leave with pay each year beginning January 1. Personal business leave must be used by December 31 of each year and any unused balance will not be carried over to the next year.

Section 2. Employees shall give as much notice as possible, but no less than fourteen (14) hours notice of intent to schedule a personal business day. If fourteen (14) hours minimum notice is given, the City will not deny the request for a personal business day except for an emergency. This requirement may be waived at the discretion of the Supervisor.

ARTICLE 14 VACATIONS

Section 1. Crediting of vacation will be done on a bi-weekly basis in accordance with the following schedule:

	<u>Total in any one vacation year</u>
6 months to 1 complete year	1 1/2 days for each 2 months 2.76/pay

1 to 5 complete years	10 working days / 80 hours 3.08/pay
After 5 complete years to 10 years	15 working days / 120 hours 4.62/pay
After 10 complete years to 15 years	18 working days / 144 hours 5.54/pay
After 15 complete years to 20 years	20 working days / 160 hours 6.16/pay
After 20 complete years	24 working days / 192 hours 7.38/pay

New hires may not take vacation until successful completion of the probationary period.

Section 2. Accumulation rates change on anniversary dates in accordance with Schedule A. If the anniversary date falls on a Monday or Tuesday, the new earning rate will be on payday. If it falls on Wednesday, Thursday, Friday, Saturday or Sunday, it will be on the following paycheck. No prorated credit will occur on the change.

Section 3. Vacation credit may be accumulated to a maximum of two (2) times their current annual earning rate. Credit in excess of this maximum is eliminated from the employee's vacation leave balance. However, the City Manager or his designee may, in his discretion, upon written request by an employee, allow the employee to accumulate vacation above his maximum when the employee has been unable, through no fault of his, to use his vacation time.

Section 4. Scheduling. Vacation shall be scheduled no less than 14 hours prior to it being taken. Scheduling shall be the responsibility of the division heads and shall be consistent with an efficient work schedule. Vacation requests that are presented less than 14 hours in advance will be at the discretion of the supervisor. An employee shall be able to take vacations according to his seniority, subject to scheduling requirements of management. Employees are expected to take vacation time off; however, in an emergency, the City Manager or his designee will consider permitting an employee to work. In this case, the employee may request to exceed the maximum as described in Section 3 above.

Section 5. In the case of death, resignation, retirement, or layoff of an employee, there shall be paid to him, the surviving spouse, or other beneficiary, as provided by statute in addition to

back pay then due, an amount that will compensate him for vacation leave which has accrued in accordance with this Article.

ARTICLE 15

SICK LEAVE AND INJURY LEAVE

Section 1. Sick Leave Accrual. All employees shall accrue sick leave credits at the rate of one and one-fourth (1 1/4) work days per completed month of service and sick leave accrued, but not used or converted as hereinafter provided in any year, shall be cumulative without limit. Employees hired after January 1, 1984 may not accumulate more than 1,500 hours of sick leave. Employees who are granted a leave of absence without pay for sick leave purposes shall continue to accrue sick leave, but not vacation or personal business leave, at the regularly prescribed rate during such leave. Such leave so accrued will not be available to employees until return from the leave. Employees on other types of leave without pay or on suspension will not accrue sick leave, vacation or personal business leave.

Section 2. Injury Leave. Injury leave shall be granted to a member of the Bargaining Unit who receives a compensable injury or a compensable occupational disease in the course of his employment by the City. This leave will be available only for an uninterrupted period immediately following the injury. The following situation will not be considered an interruption in injury leave:

- A. An employee makes a good faith effort to return to work but, because of the injury, he must return to leave, and
- B. The employee returns to leave within one calendar week of coming back to work.

The City shall pay the amount by which the Workmen's Compensation allowance is less than the employee's regular pay for the first working forty-five (45) days following the injury. In the event that an injury on the job requires time loss less than the period by which an injury is compensable by wage replacement under Workmen's Compensation, but providing said injury is otherwise compensable under Workmen's Compensation, then the City will pay full salary during the non-compensable period. Additional extensions of such injury leave can be granted to the extent necessary by the City Manager or his designee if said injury is compensable through Workmen's Compensation.

Employees awarded a disability retirement by the Public Employees Retirement System (PERS) shall notify their Department Head of same within seven (7) calendar days of the date employee is notified of such award.

Section 3. Types of Sick Leave Absences. An employee eligible for sick leave may be granted such leave with full normal pay when absent for the following reasons:

- A. Personal illness or physical incapacity.
- B. Illness of a member of employee's immediate family, requiring the employee's personal care and attendance. Sick leave in excess of two (2) consecutive days may be granted with a statement from the attending physician. Immediate family is defined as an employee's spouse, parents, parents-in-law, children or any relative living in the employee's household.
- C. Enforced quarantine of the employee in accordance with community health regulations.
- D. Injury, on or off the job, resulting in physical incapacity.

Section 4. Conversion of Sick Leave Credits.

- A. For Vacation. An employee may convert accrued sick leave over ninety (90) days to vacation leave at the rate of one (1) day of vacation leave for every three days of sick leave credit; provided, however, that no more than five (5) such vacation days thus obtained shall be taken in any one year.
- B. Retirement. An employee, retiring voluntarily and in good standing and having reached the retirement age specified by P.E.R.S. who has accrued sick leave credits may convert such credits to his regular pay. This conversion shall be at the rate of one (1) day of pay for every two (2) days of sick leave credit. Employees hired after January 1, 2008 are eligible to convert up to 1000 hours of accumulated sick leave.
- C. Upon Death. In the event an active employee should die, sick leave which he had accumulated as of the time of death will be paid on the basis of one (1) day's pay for each day's leave to the deceased employee's beneficiary.

Section 5. Employee's Responsibility. An employee on sick leave must report the absence to his immediate Supervisor no later than starting time of the shift, on the first day of absence. The employee must call the employee's Supervisor on each succeeding day of absence unless specifically excused by the employee's Supervisor. Failure to comply with any of the requirement of this section may result in a denial of sick leave pay and disciplinary action. An employee must keep the City informed of his current phone number and address.

Verification may be requested for sick leave absences and may be the basis for payment authorization of sick leave benefits. Before returning to work from a sick leave absence, a Supervisor may also request that an employee provide a physician's verification that he may safely return to work.

Management reserves the right to require an employee to provide a physician statement to verify the use of sick leave. The physician's statement must include the following:

- A. the nature and existence of the illness/disability;
- B. the beginning date of the illness/disability; and,
- C. the expected ending date of the illness/disability – the employee's expected return to work date and verification that the employee may safely return to work.

Additionally, if the employee provides a physician's statement for caring for a member of the immediate family, the documents must indicate that it was necessary for the employee to be at home caring for the family member.

Section 6. Fraction of a Day. Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions is actual time used with the approval of the employee's Supervisor.

Section 7. Reinstatement Credit. An employee who is laid off will upon reinstatement have any unused sick leave existing at the time of his layoff placed to his credit.

Section 8. Leave of Absence.

- A. Personal - Leaves of absence without pay for personal reasons may in the discretion of the City be granted upon request for period not to exceed 90 calendar days, if no paid leave is available.

- B. Illness - Leaves of absence without pay for illness may be in the discretion of the City granted upon request for periods not to exceed 90 calendar days, if no paid sick leave is available. The employee must submit medical evidence showing the necessity for leave. When an employee is, due to his illness, incapable of making a request, then the request may be made by a family member or a physician. Medical evidence showing the necessity for leave must still be submitted with the request.

- C. Return - Upon return from a leave, the employee will be reinstated to his former position or one of equal grade.

ARTICLE 16
INSURANCE

Section 1. Health Insurance. The City shall provide the same health insurance options enjoyed by the managerial (unclassified) employees of the City. Employees will pay through payroll deductions 10% of the cost of the total premium, provided that all non-bargaining employees pay those amounts. The Union will be given notice of the City's intent to make any change and a copy of the details of the new coverage as soon as they are available or at least 30 days prior to the change.

Section 2. Life and Accidental Death & Dismemberment Insurance. The City will provide term life insurance in the amount of \$20,000 and accidental death and dismemberment insurance in the amount of \$15,000 for each employee under age 65. Effective April 1, 2008, the City will provide term life insurance in the amount of \$25,000 and accidental death and dismemberment insurance in the amount of \$25,000 for each employee under age 65. Employees over age 65 will receive the life insurance and accidental death and dismemberment insurance benefits, if, and to the extent, provided by the City's insurance policies. All insurance provided under this section shall be subject to all provisions contained in the insurance policies and all rules and regulations of the insurance carrier.

Section 3. For both the life insurance and accidental death and dismemberment insurance, dependent coverage will be at the employee's expense.

ARTICLE 17 UNIFORMS

Section 1. The City agrees to furnish uniforms to its employees during working hours. These uniforms will be furnished at the City's expense and the choice of the supplier will be made by the City. The City may enforce regulations as to uniform care and wear. In addition, foul weather gear (to include but not limited to hip boots, winter hats, winter coats, winter gloves and winter bib overalls and rain gear) will be furnished by the City to employees when their assignments must be performed outside in inclement weather. These items will remain City property. Employees will be responsible for the replacement of articles issued in this section in case of loss or theft. Items of foul-weather gear shall be replaced when they become worn or damaged per the Department Director's approval when necessary. The City will always provide proper safety equipment.

Section 2. The City will furnish sufficient uniforms for a daily change. The City agrees to provide seasonal-appropriate outerwear comparable to that which has been historically provided.

Section 3. The City will reimburse employees up to \$150 for OSHA recommended safety shoes/boots. The City will coordinate purchasing procedures for the safety shoe program. Replacement and reimbursement for safety shoes shall be provided when management determines the employee's duties require such safety shoes/boots.

Section 4. Effective January 1, 2003, the City will reimburse employees up to \$125 for OSHA recommended prescription safety glasses, including lens and frames, yearly. This benefit will be provided for an individual's first pair of prescription safety glasses and thereafter upon proof of a change in prescription from the Employee's doctor. Employees are only eligible for this benefit once during each calendar year.

ARTICLE 18

CALL-BACK AND CALL-IN PAY

Section 1. Call-in pay is for payment of emergency work performed by an employee who has been recalled to work at a time disconnected with his normal work day.

Work done in this manner shall be compensated with a minimum of three (3) hours pay at a rate of time and one-half. For call-ins which occur within 3 hours of an employee's starting time for scheduled overtime, the employee will only receive call-in pay for the period of time from the call-in until the employee's starting time.

When the City schedules an employee to work split shifts (not regularly scheduled workday) and the split is separated by a minimum of six (6) hours, the employee will be eligible for the minimum call-in for each part. (This is to cover the situation of split days on weekends and holidays in the Wastewater Treatment Plant and Parks and Recreation Department only).

ARTICLE 19

OTHER LEAVES

Section 1. Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties, and to the difference between their regular rate of pay and their military base rates of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one calendar year under this provision is one hundred seventy-six (176) hours. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency. If other City employees, Union or non-Union, receive a more beneficial leave/compensation than provided in this Section, the same benefit will be extended to bargaining unit employees.

Section 2. Bereavement Leave. Bereavement pay of up to three (3) day's pay shall be paid for absences necessitated by a death in the immediate family. The immediate family consists of spouse, parent, parent-in-law, stepparent, child, stepchild, brother, sister, grandparents, grandchild, half-brother and half-sister. Other relatives living in the same household for more than sixty (60) calendar days shall be considered as immediate family. Up to two days of sick leave may be used in addition to the three (3) days above to extend the bereavement period if necessitated by out of state travel and such absence shall not be counted under Article 9 as an occurrence. Bereavement pay of up to one day's pay shall be paid for absence necessitated by a death of the employee's brother-in-law or sister-in-law. Bereavement pay of up to one day may be granted at the discretion of the City Manager for the death of a service department employee.

Section 3. Jury Duty Leave. The City shall grant up to thirty (30) working days leave for jury duty, and shall at the employee's option, either grant the employee earned vacation for such period or pay the difference between the employee's jury service pay and his regular pay upon the following conditions:

- A. If an employee is excused for the day, he must promptly return to work for the remainder of the day.
- B. He must bring written evidence of jury duty service and amount of pay received.
- C. He must notify his Supervisor in advance as soon as he learns of selection of jury duty.

ARTICLE 20 COMMERCIAL DRIVERS LICENSE (CDL)

The City shall reimburse employees for the actual cost of obtaining or renewing their Commercial Drivers License where the CDL is required of the job by minimum qualifications or the Department Head.

ARTICLE 21 TRAINING

Section 1. All Department Heads shall inform the Department employees of all upcoming seminars, classes, training sessions, etc. that are related to that Department. Any employee who

wishes to participate in these programs shall notify the Department Head who will grant or deny these requests based upon the value of the program to the Department, available funds, and available manpower.

ARTICLE 22 EDUCATION INCENTIVE

Section 1. Any employee taking job related courses at an accredited college, or trade school, shall be reimbursed in accordance with the existing tuition reimbursement policy of the City.

ARTICLE 23 SENIORITY

Section 1. Seniority means the total length of continuous service in a position or succession of positions in the Service Department of the City. The following situations shall not constitute interruptions of continuous service:

- A. Absence while on an approved leave of absence.
- B. Absence while on an approved sick leave or injury leave.
- C. Military leave.
- D. A layoff of less than one year's duration.
- E. A resignation where the employee is re-employed or reinstated within a year.

Section 2. Seniority is lost due to the following:

- A. Discharge for just cause.
- B. Retirement.
- C. Layoff of one year or more.
- D. Failure to return to work at the expiration of a leave of absence.

- E. Failure to return to work within fourteen (14) days of a recall to work from a layoff.
- F. A resignation other than that designated in Section 1 E above.

ARTICLE 24 LAYOFF, RECALL

Section 1. Grounds and Order of Layoff. The Employer, in its sole discretion, shall determine whether layoffs or job abolishments are necessary for lack of work, lack of funds, or reasons of economy or efficiency. A job abolishment shall mean the permanent deletion of a position from the organization structure of the Employer. If it is determined that layoffs or job abolishments are necessary, Employees will be laid off in the following order:

- A. Temporary Employees;
- B. Intermittent and seasonal (summer or vacation fill-in) Employees;
- C. Probationary Employees;
- D. Permanent part-time Employees who have completed their probationary periods;
and
- E. Full-time Employees, by classification in order of inverse seniority and their present ability to perform the remaining work available.

Section 2. Notice. Employees who are subject to layoff or job abolishment shall be given notice of the action, with the effective date of the action and reference to the recall and grievance procedures of this Agreement, in one of the following manners:

- A. The Employer shall send the notice by certified or registered mail at least fourteen (14) days prior to the effective date of the action to the Employee's last known address; or
- B. The Employer shall hand-deliver the notice at least ten (10) calendar days prior to the effective date of the action.

- C. The Employees who have been notified of their layoff shall have an opportunity to fill positions determined to be vacant by the City on a seniority basis, provided that the Employee is qualified for the position.

Section 3. Bumping Rights. Employees may displace (bump) the least senior Employee in a lower classification in the same classification series provided that the Employee has more seniority than the Employee displaced and is presently qualified to perform the work. Classification series are set forth in Exhibit B to this Agreement. Employees displaced pursuant to this provision may in turn displace less senior Employees in their classification or, if there are none, the least senior Employee remaining in a lower classification in the same classification series, provided the Employee has more seniority than the Employee displaced and he or she remains presently qualified to perform the work. This procedure shall continue successively until the last Employee in the lowest classification in the classification series has been reached and, if necessary, laid off. There shall be no bumping or displacement rights from one classification series to another except that in the case of a reduction, abolishment or layoff an Employee may bump across classification series lines only to his or her next most previous position with the Employer provided he or she is presently qualified to perform the work in that classification and that the next most previous position was held no longer than five (5) years preceding the effective date of the reduction, abolishment or layoff. Utility positions in any classification(s) series shall have no prequalification requirements with respect to bumping rights.

Section 4. Recall. An Employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of one (1) year. If there is a recall, Employees on the recall list shall be recalled to the classification from which they were laid off or any lower classification in the same classification series, in the inverse order of their layoff, provided they are presently qualified to perform the work in that classification. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the Employee by certified mail with a copy to the Union, provided that the Employee must notify the Employer of his or her intention to return within seven (7) calendar days after receiving notice of recall. The Employee shall report to work within fourteen (14) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his or her latest mailing address.

Section 5. In the event of a tie among two or more Employees with respect to the order of layoff or recall, the affected Employees shall draw lots, according to a mutually agreed procedure, to determine the order of layoff or recall.

Section 6. An Employee or the Union may pursue through the grievance and arbitration procedure of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment. In any such arbitration proceeding, the Arbitrator's jurisdiction shall be limited to determining whether the Employer has complied with the provisions of this Agreement governing layoffs and job abolishments, and the Arbitrator shall not have the power to determine the reasonableness or appropriateness of the Employer's decision to lay off or abolish positions.

Section 7. Not later than twenty-one (21) days prior to the anticipated layoff, the Employer shall provide the Union with a list of bargaining-unit Employees by classification and date of entry into employment.

Section 8. For layoffs or job abolishments which may affect twenty-five (25) or more employees, the Employer, not later than thirty (30) days prior to the anticipated layoff or job abolishment, will notify the Union of its intentions. At that time the Union may request the opportunity to meet and confer with the Employer regarding proposals it may have to obviate the need for the layoff or job abolishment and/or to discuss the effect that such action will have upon affected employees including but not limited to bumping rights, unemployment compensation and any outplacement services the Employer can make available.

Section 9. The provisions of this Article shall be the sole and exclusive authority for the layoff, job abolishment, or recall of Employees subject to this Agreement, notwithstanding any contrary provision of the Ohio Revised Code or rules of the Miamisburg Civil Service Commission.

ARTICLE 25

DURATION OF CONTRACT

Section 1. This Agreement shall be effective as of the date of signing of the Agreement and shall remain in full force until December 31, 2013 and automatically thereafter for successive periods of twelve (12) months, unless either party to this Agreement on or before ninety (90)

days prior to the expiration of any such period, notifies the other party in writing, of its intention to terminate this Agreement or to amend any terms thereof at the conclusion of any such period. Upon receipt of such notice, a conference shall be arranged between parties hereto within twenty (20) days thereafter to be held at a time mutually agreeable to the parties.

Section 2. Should any change be made in State Law or the City Charter that would be contrary to any provision herein, that provision would be automatically terminated and the article or section would be renegotiated.

Section 3. Notwithstanding anything else in this Agreement, no act, or omission, or event occurring after the termination of this Agreement shall give rise to any rights or liabilities to this Agreement nor shall it be subject to arbitration.

IN WITNESS WHEREOF, the parties have signed this Agreement this 25th day of January, 2011.

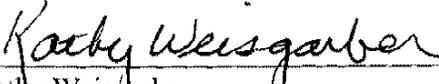
For the City of Miamisburg, Ohio



Keith Johnson
City Manager



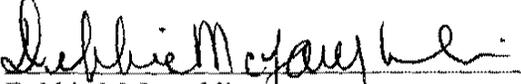
Dody Bruck
Assistant City Manager



Kathy Weisgarber
Human Resources Director



Beth Moore
Public Works Director

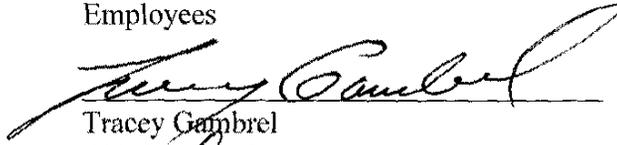


Debbie McLaughlin
Parks and Recreation Director

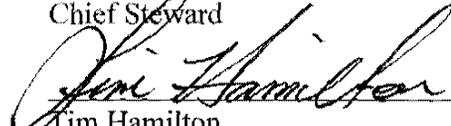


Donald L. Crain, Frost Brown Todd LLC
Special Labor Counsel

For the Teamsters Local Union No. 957,
General Truck Drivers, Warehousemen,
Helpers, Sales and Service, and Casino
Employees



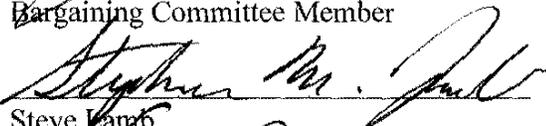
Tracey Gambrel
Chief Steward



Tim Hamilton
Bargaining Committee Member



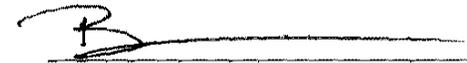
Andy Koors
Bargaining Committee Member



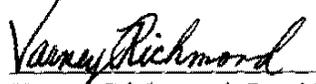
Steve Lamb
Bargaining Committee Member



Matt Wheeler
Bargaining Committee Member



Bill Mills, Teamsters Representative
Local Union No. 957



Varnoy Richmond, President
Local Union No. 957

Exhibit A
WAGES AND CLASSIFICATION ASSIGNMENTS

2011, 2012, 2013*

1	Annually	\$33,419.99	\$34,939.78	\$36,465.65	\$37,958.05	\$39,511.31	\$41,095.04
	Bi-Weekly	\$1,285.38	\$1,343.84	\$1,402.52	\$1,459.92	\$1,519.67	\$1,580.58
	Hourly	\$16.067	\$16.798	\$17.532	\$18.249	\$18.996	\$19.757
2	Annually	\$37,053.47	\$38,155.99	\$39,255.47	\$40,358.00	\$41,454.43	\$42,556.96
	Bi-Weekly	\$1,425.13	\$1,467.54	\$1,509.83	\$1,552.23	\$1,594.40	\$1,636.81
	Hourly	\$17.814	\$18.344	\$18.873	\$19.403	\$19.930	\$20.460
3	Annually	\$38,283.92	\$39,465.63	\$40,647.34	\$41,829.06	\$43,013.81	\$44,195.55
	Bi-Weekly	\$1,472.46	\$1,517.91	\$1,563.36	\$1,608.81	\$1,654.38	\$1,699.83
	Hourly	\$18.406	\$18.974	\$19.542	\$20.110	\$20.680	\$21.248
4	Annually	\$38,987.45	\$40,169.16	\$41,350.90	\$42,535.64	\$43,717.37	\$44,899.09
	Bi-Weekly	\$1,499.52	\$1,544.97	\$1,590.42	\$1,635.99	\$1,681.44	\$1,726.89
	Hourly	\$18.744	\$19.312	\$19.880	\$20.450	\$21.018	\$21.586
5	Annually	\$39,537.61	\$40,717.41	\$41,923.47	\$43,129.55	\$44,338.68	\$45,541.71
	Bi-Weekly	\$1,520.68	\$1,566.05	\$1,612.44	\$1,658.83	\$1,705.33	\$1,751.60
	Hourly	\$19.008	\$19.576	\$20.156	\$20.735	\$21.317	\$21.895
6	Annually	\$41,031.09	\$42,355.97	\$43,677.76	\$45,002.62	\$46,324.44	\$47,649.33
	Bi-Weekly	\$1,578.12	\$1,629.08	\$1,679.91	\$1,730.87	\$1,781.71	\$1,832.67
	Hourly	\$19.726	\$20.363	\$20.999	\$21.636	\$22.271	\$22.908
7	Annually	\$44,195.55	\$45,541.71	\$46,884.85	\$48,234.07	\$49,577.21	\$50,926.44
	Bi-Weekly	\$1,699.83	\$1,751.60	\$1,803.26	\$1,855.16	\$1,906.82	\$1,958.71
	Hourly	\$21.248	\$21.895	\$22.541	\$23.189	\$23.835	\$24.484

*Within 21 days of ratification by the Union and City Council, bargaining unit employees will receive a \$1,000.00 lump sum payment, net of lawful deductions. This amount will not be added to base salary.

GRADE	POSITION
Grade 1	Utility w/o CDL* Parks Maintenance I** Operations & Maintenance Technician
Grade 2	Light Equipment Operator Parks Maintenance II
Grade 3	Water Treatment Operator I Water Reclamation Operator I Maintenance Specialist II
Grade 4	Traffic Signal Repairman Parks Maintenance III
Grade 5	Heavy Refuse Driver Loader Utility Technician Mechanic I
Grade 6	Water Treatment Operator II Water Reclamation Operator II Mechanic II Heavy Equipment Operator Maintenance Technician
Grade 7	Water Treatment Operator III Water Reclamation Operator III

*Upon obtaining CDL, become LEO.

**Upon obtaining certification/licensure, becomes a Parks Maintenance II.

Exhibit B
SERVICE DEPARTMENT CLASSIFICATION SERIES
1/5/05

Equipment Operation

Heavy Equipment Operator	Mechanic II	
Heavy Refuse Driver Loader		
Relief Light Equipment Operator	Mechanic I	Traffic Signal Repair
Maintenance Specialist II (with CDL)		
Light Equipment Operator	Maintenance Specialist I (with CDL)	
Utility		

Water and Wastewater Plant Operation

Water/Wastewater Treatment Operator III
Water/Wastewater Treatment Operator II
Water/Wastewater Treatment Operator I
Utility

Maintenance Specialties

Maintenance Specialist II (without CDL)
Maintenance Specialist I (without CDL)
Utility

Exhibit C
MEMORANDUM OF UNDERSTANDING
Mound

Section 1. The Residual Risk Evaluation (RRE) method used at the Mound is consistent with the CERCLA baseline risk assessment method to ensure that future users of the land will not be exposed to contaminant levels that would pose unacceptable risks. The RRE is based on exposure scenarios, receptors, exposure pathways, exposure parameters, and media predetermined and agreed upon by DOE, USEPA and Ohio EPA officials. This includes soil or sediment at or below land surfaces. The RRE does not address other hazards faced by workers employed at the site, for example hazards faced during normal construction and maintenance activities.

Section 2. Bargaining unit employees will be assigned work at the Mound Facility limited to sites and zones determined by ODH, USEPA and OEPA as free from unsafe contamination levels. Such determinations will be made available to the Union Business Agent upon request.

Section 3. The City has no objection to Teamsters Local Union No. 957 providing employees who work underground at the Mound the Radiation Detection Kit provided by Ohio EMA to all local fire departments. Appropriate crews will be released for training on how to use the detection devices by Fire Department Personnel. If available, the City will permit bargaining unit employees to use the Radiation Detection Kits currently used by the Miamisburg Fire Department when bargaining unit employees are assigned to perform underground work at the Mound.