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AGREEMENT BETWEEN THE

CITY OF BELLEVUE

AND

AFSCME LOCAL 2571, AFL-CIO

GROUP 1

**April 1, 2019
thru
March 31, 2022**

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ARTICLE 1
PREAMBLE AND PURPOSE

This Agreement, entered into by and between the City of Bellevue, hereinafter referred to as “Employer” and Ohio Council 8 of the American Federation of State, County and Municipal Employees, Local #2571, AFL-CIO, hereinafter referred to as “Union,” has as its purpose:

- the promotion of harmonious relations between the parties;
- the establishment of equitable and peaceful procedures for the resolution of differences in the application and interpretation of this contract; and
- the establishment of salaries, wages, hours of work; and all other terms and conditions of employment as provided herein for all employees in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION/REPRESENTATION

SECTION 1.

- A. The Employer recognizes the Union as the deemed certified sole and exclusive representative for the purposes of establishing hours of work, salaries, wages, benefits, and all other conditions of employment for the bargaining units defined herein.

GROUP 1 (Part-Time and Full-Time)

Waste Water Treatment Operator
Waste Water Treatment Crew Leader
Waste Water Treatment Operator/Preventative Maintenance Technician
Laboratory Technician
Laboratory Technician in Training
Composting Bio-Solids Reuse Technician
Sewer/Water Maintenance Worker I
Sewer/Water Maintenance Worker II Vactor Operator/Sewer/Water/Street
Maintenance Technician - Sewer
Cemetery Sexton Crew Leader
Cemetery Worker
Quality Assurance Director
Secretary
Finance Clerk I
Finance Clerk II
Finance - Lead Person
Water Treatment Plant Operator
Water Treatment Plant Crew Leader

Water/Sewer Maintenance Worker I - Distribution
Water/Sewer Maintenance Worker II - Distribution
Water/Sewer Maintenance Crew Leader - Distribution
Maintenance Technician - Water
Laborer
Maintenance Technician – Street Worker
Maintenance Technician/Relief Water Plant Operator
Street Maintenance Worker I
Street Maintenance Worker II
Street Maintenance Crew Leader
Maintenance - Electrician - Service Department
Maintenance - Plumber - Service Department
Utility Technician

GROUP 2

Fire Fighters

GROUP 3

Lieutenant

- B. Notwithstanding the provisions of this Article, management, confidential, professional, supervisory, temporary, seasonal, and employees in the exempt services shall not be included in the Bargaining Unit. All classifications not specifically established herein as being included in this unit shall be excluded from the bargaining unit unless determined otherwise by the appropriate tribunal under the operation of applicable law (O.R.C. 4117) and/or per this Agreement.
- C. This Agreement shall cover Group 1 employees only. Group 2 and Group 3 employees, while continuing as a part of the deemed unit, are covered by a separate Agreement.
- D. The Employer retains, pursuant to the Ohio Revised Code Chapter 4117, the right to create or establish new positions, delete classifications or positions and retain, reallocate, or modify positions from the unit in compliance with the provisions of this Agreement and Article 34 herein. The Employer agrees to inform the union of any said changes. The Employer agrees to negotiate hours, wages, benefits, terms and conditions of employment concerning any new classified positions.

If in the event the parties are unable to reach any such mutual agreements the parties shall submit any such dispute through the grievance procedure herein or to the S.E.R.B.

SECTION 2. - The Employer agrees to make information available to the Union on all matters having an effect upon the employee's wages and/or working conditions of employees in the established Bargaining Unit.

SECTION 3. - Meetings of committees of the Union shall be permitted on City property upon advance approval of the Safety-Service Director or his designee.

SECTION 4. - Consultation, negotiations, and other representative activities between the Employer and the Union necessary to further the purposes of this Agreement are recognized as a proper part of the conduct of the Employer's business and shall normally take place during duty hours. Bargaining unit employees shall be permitted time during duty hours, without loss of pay or benefits, to perform these functions, provided they notify their immediate supervisor before engaging in such activities. Such privileges shall not be abused by the Union or its members, nor will permission be unreasonably withheld by the City.

SECTION 5. - The Employer agrees that no more than two (2) representatives of the American Federation of State, County and Municipal Employees, Ohio Council 8, and or the International Union shall be admitted to the Employer premises and sites at any one time during working hours for the purpose of processing grievances, consultation, or attending meetings as provided herein. The Union agrees that such activities shall not interfere with the normal work duties of employees and advance notice shall be given to the Safety-Service Director and Mayor prior to such activities.

SECTION 6. The Employer and the Union agree to work together for the mutual benefit of the employees, the residents, the Employer and the Union. The Employer and the Union shall establish labor-management cooperation committee (hereinafter referred to as "the LMC") with the following general purposes and objectives:

- A. To improve communication between representatives of labor and management;
- B. To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- C. To assist workers and employers in resolving issues of mutual concern not susceptible to resolution within the collective bargaining agreement;
- D. To enhance the involvement of workers in making decisions that affect their working lives;
- E. To expand and improve working relationships between employees and their employer.

The parties agree to meet and discuss issues of concern and importance to each consistent with the foregoing enumerated LMC purposes and objective. The LMC will consider matters affecting labor-management relations between the parties and seek to recommend measures to improve such relations; provided, however, the LMC shall not engage in negotiations nor collective bargaining process.

Such LMC meetings will occur as requested by either party, with a goal to meet quarterly, and then scheduled by mutual agreement. The Party requesting the LMC meeting shall submit a written agenda at the time the request is made and the other Party may submit items for discussion that will be included in the final written agenda. At a minimum, the agenda will support strategic initiatives undertaken by any statewide labor management committee of Employer or Union that the parties belong to.

Each party shall designate the number and names of its representative(s) to the LMC and the committee membership may vary from meeting to meeting based on the agenda items or for other reasons, however, the LMC committee will consist of no more than four (4) bargaining unit members and four (4) management representatives.

Committee members will be paid if they are scheduled to work at times of the LMC meeting and other Committee members may attend the LMC. Decisions made at the LMC meetings shall not be binding upon the Parties unless they are reduced to writing and signed by the parties.

The LMC committee shall not have the authority to alter the terms of this Agreement, nor have the authority to bargain, nor reach an agreement over any terms and conditions of employment. This section shall not be subject to the grievance and arbitration provisions of this Agreement.

SECTION 7. - In the interest of sound labor/management relations, the Employer or his/her designees shall meet when necessary with no less than three representatives of the Union to discuss pending problems, contract administration, and to promote a more harmonious labor/management relationship. An agenda will be furnished by the party requesting the labor/management meeting at least three working days in advance of the scheduled meeting with a list of matters to be discussed and the names of those attending representing the party.

SECTION 8. - The Union shall provide to the Employer an official roster of its Union Officers, Stewards, and Representatives which is to be kept current. The Union Representatives shall confine their Union activities to the investigation, processing of grievances and the maintenance of this Agreement and shall notify their immediate supervisor prior to beginning any such activities.

The Employer will recognize the President and Chief Steward for purposes of filing grievances, as well as up to three (3) stewards throughout the City.

SECTION 9. - The Employer shall provide bulletin boards for AFSCME Local 2571, Ohio Council 8. Such bulletin boards shall be placed in all work areas where employees usually congregate. The Union shall post meeting notices, legislative bulletins, and other pertinent information relating to Union activity.

The Union agrees not to post any material of a scandalous, scurrilous, or derogatory nature about the City Administration and/or any candidate for public or Union office, nor any personal attack upon any other employee of the City.

SECTION 10.

- A. The Employer and the Union agree that membership in the Union is available to all employees in the bargaining unit, as has been determined herein after thirty (30) days employment.
- B. The initial probationary period shall be one hundred and twenty days for all employees covered under the Public Employees Retirement System.

SECTION 11. - The Employer agrees to deduct regular Union membership dues once per month from the pay of any employee eligible for membership in the Bargaining Unit upon receiving written authorization signed individually by the employee. The signed payroll deduction form must be presented to the Employer by the Union President and/or Union Treasurer. Upon receipt of proper authorization, the Employer will deduct Union dues from the payroll checks for the pay period in which the deduction was received by the Employer.

Payroll deduction authorization shall be on a form provided by the Union and approved by the Employer.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this Section and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising out of deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Employer shall be relieved from making such "check-off" deduction upon (a) termination of employment, or (b) transfer to a job not covered by the Bargaining Unit, or (c) lay-off from work, or (d) and agreed leave of absence and/or revocation of the "check-off" in accordance to the Union's Checkoff Agreement.

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

It is agreed that neither the employees nor the Union shall have any claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within 90 days after such error is claimed to have occurred. If such an error is found, it will be corrected at the next pay period in which Union dues will normally be made. Payroll

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

One month advance notice shall be given the payroll clerk and City Auditor prior to making any changes in the individual's dues deduction. The Employer agrees to furnish the Treasurer of the Union a warrant in the aggregate amount of the deductions.

Deductions provided for in this Section shall be made during one pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction at the next dues deduction period if the dues deductions do not exceed the total of two months regular dues.

Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement and/or the term of recognition of the Union.

SECTION 12. - The Union shall indemnify, defend, and hold the City, its agents and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the City, its officers, officials, agents, and employees in complying with this Article.

SECTION 13. - Each month, if there is a change, the Employer will provide the union President a copy of a personnel action status sheet, showing name, job classification, department and indicating the date of action of the bargaining unit employees who are hired, promoted, permanently or temporarily transferred, suspended, terminated, or resigned, or returned from leave of absence.

SECTION 14. - New Employee Orientation

The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide notice at least ten (10) days prior to such sessions.

The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union.

In the event the Employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the Union shall be provided with the name of the employee and his/her duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the Union.

ARTICLE 3
PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 1. - The provisions of the Agreement shall be applied equally to all applicants for employment, and the Employer and the Union agree that there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, disability, gender identity, genetic information, military status, sexual orientation, political opinions or affiliation, union membership, or activity, or ancestry. The Employer further states and the Union approves that no such discrimination shall be practiced against any applicant for employment. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 2. - All references to employees in this Agreement shall designate both sexes, and wherever male or female gender is used it shall be construed to include both female and male employees.

SECTION 3. - The Employer agrees not to interfere with the rights of employees within the bargaining unit to become or remain members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Employer's representatives against any employee representative acting in an official capacity on behalf of the Union.

SECTION 4. - There shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee within the bargaining unit exercising the right to join or abstain from membership in the Union or participating in the Union.

SECTION 5. - The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 4
PROGRESSIVE DISCIPLINARY PROCEDURE

SECTION 1. - No employee shall be disciplined without just cause. If the employee is suspected of charges wherein dismissal or reduction in pay is likely to result, the Employer shall serve the Union a copy of the specified charges and shall first have a hearing with a Union Representative present.

SECTION 2. - Disciplinary action shall consist of the following, in this order:

- A. First violation will subject the employee to no more than an oral reprimand.
- B. After the second occurrence of a similar violation, and having had an oral reprimand, the employee is subject to no more than a written reprimand.

- C. Upon the third occurrence of a similar violation, and after having had an oral and a written reprimand, the employee is subject to a suspension of no more than one day.
- D. Continued violations after the previous steps have been taken may subject the employee to a suspension of not more than three days.
- E. Continued violations after the previous steps have been taken may subject the employee to further suspension or dismissal.
 - 1. If in the event such first, second, third, or fourth violation is of such a grievous nature as to jeopardize the safety, health or general welfare of the citizens of Bellevue or its employees, in that event, the violations shall subject said employees to immediate suspension or dismissal.
 - 2. In the event the employee commits an action such as, but not limited to: stealing, drunk on duty, etc., said employee may be suspended or dismissed pending a proper and full hearing between the parties.

SECTION 3.

- A. An employee may appeal any disciplinary action through the Grievance Procedure herein and, in the event a disciplinary action is overruled, the employee shall be fully reinstated with all back pay and shall have his or her record cleared of those cited charges. In the event a disciplinary action is not totally set aside, the employee shall receive back pay and benefits as deemed appropriate by the final hearing on the appeal.
- B. The parties agree that major infraction shall be considered as follows: offenses of theft, embezzlement of public funds, being under the influence of alcoholic beverages or abusive drugs during working hours, physical violence, offenses involving gross misconduct or gross insubordination, and for willful and wanton violations of the work rules and procedures of the employee shall be subject to more disciplinary action rather than the steps of the progressive disciplinary procedures above.
- C. Oral and written reprimands will cease to have force and effect 18 months after the effective date of the reprimand. Suspensions shall cease to have force and effect 24 months after the effective date of the suspension. However, if there is an intervening discipline of a similar nature during the initial time period the previous discipline will remain active for an additional like period (i.e. 18 or 24 months) beginning with the effective date of the intervening discipline.

SECTION 4. - The Parties agree that any appeals regarding matters covered by this contract are required to be filed through the grievance/arbitration procedure of this Contract only.

ARTICLE 5
GRIEVANCE/ARBITRATION PROCEDURE

SECTION 1. - The term grievance shall mean an allegation by a Bargaining Unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance form shall identify the subject matter of the grievance and the Articles of the Collective Bargaining Agreement allegedly violated.

SECTION 2. - All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step except for grievances involving matters which cannot be resolved by the supervisor. Grievances shall be submitted to the lowest step of the Grievance Procedure which contains an Employer representative who has the authority to resolve the grievance. Any grievances shall be submitted initially at Step 1. Any grievances not answered by management within the stipulated time limits may be advanced by the employee or the steward to the next step in the Grievance Procedure. All time limits on grievances may be waived upon the mutual consent of the parties.

SECTION 3. - The following steps shall be followed in the processing of a grievance:

Step 1. A grievance must be processed through an oral discussion between the aggrieved employee and/or the steward and the immediate supervisor as a preliminary step prior to pursuing Step 2 of the Grievance Procedure. A grievance must be presented at the time the incident giving rise to the grievance occurs or within ten (10) working days after knowledge of the grievance. If the grievance is not resolved at this step, the supervisor shall give his written answer within two (2) working days.

Step 2. If the grievance is not satisfactory to the Employee/Union from Step No. 1, the Union/Employee shall appeal said grievance within five (5) working days of receipt of the answer from Step 1 to the Department Head, Mayor, and/or Safety-Service Director, whichever is appropriate.

The parties shall have a full hearing with the Employee/Union Representative present and the Safety Service Director/Department Head present. The hearing shall be held within five (5) working days of receipt of said appeal grievance from Step 1 above.

The Employer representative shall give his written answer to the grievance within five (5) working days of the hearing to the Union/Employee Representative with the written concurrence of the Mayor.

Step 3. With mutual agreement, grievance mediation may be utilized by the parties after Step 3 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within fifteen (15) workdays following the Step 3 answer. If the City and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The City may in its discretion determine the number and the makeup of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.

The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

- Step 4. Should any grievance remain unsettled after the exhausting of the above procedure, either party hereto, and only either party, shall, if the party desires, demand arbitration within ten (10) working days after failing to settle the grievance, by serving notice to the other party. The arbitrator shall be appointed by mutual consent of the parties and they shall jointly petition the Federal Mediation and Conciliation Service for a panel of seven (7) qualified arbitrators and the parties shall select a single arbitrator from such panel.

The arbitrator shall not be empowered to rule contrary to, to amend, to add to, or to eliminate any provisions of this Agreement.

Expenses shall be borne equally by both parties.

SECTION 4. - The Employer and the Union will develop jointly a grievance form. The grievance form must contain the name of the employee filing said grievance. The Union shall have the responsibility for duplication, distribution, and their own accounting for grievance forms. Said form shall include a space for the Employer to indicate date received and date answered. (See Appendix B.)

SECTION 5. - Where a group of employees desires to file a grievance involving a situation affecting every, or each Bargaining Unit employee in the same manner, one employee selected by such group will process the grievance as a “class action” grievance.

SECTION 6.

- A. The Parties agree that for purposes of grievances and all other matters, related to this Collective Bargaining Agreement, Bellevue City Ordinance 19-15 mandates that the City Auditor shall be considered the Supervisor and Department Head for all classified employees in the Finance Department.
- B. All Finance Department matters unresolved may be appealed to Step No. 2. The Auditor will attend and administer the Step No. 2 hearing prior to any grievance being appealed directly to Arbitration.
- C. For all other Unit members not employed in the Finance Department, the Safety-Service Director shall be considered the Step No. 2 Officer.

D. The banked hours shall have a maximum total of three hundred sixty (360) hours after two (2) years. Cash outs will occur on pay period twenty-four (24) or twenty-five (25), if not cashed out earlier in the year.

SECTION 7. - The parties hereby agree that employee(s) filing grievances within this bargaining unit, on a Contract violation, must file said grievance or appeal only under this contract.

ARTICLE 6 WORK SCHEDULE

SECTION 1. - The Employer agrees to post all regular shift work schedules fifteen (15) days in advance of their effective date. The posting shall be where the affected employees can see them. Any changes in the regular work schedules shall be preceded by five (5) days advance notice to the affected employee.

In case of personal emergencies (i.e. funerals, sickness) schedules can be changed with a 48-hour notice.

SECTION 2. - The Employer agrees for the life of this Agreement that it shall not split or change the regular work shifts, days, and/or hours to prohibit overtime.

SECTION 3. - The Employer agrees to reduce to writing its staffing plans, including the number of employees on any shift. Seniority will be the determining factor for shift determinations among those employees who are qualified to do the required work. Options shall be exercised by employees at times when death, quits, retirements, terminations occur and employees will work their regular shifts until such time as necessary changes are required.

ARTICLE 7 LEAVES OF ABSENCE

SECTION 1. JURY DUTY

Employees shall receive full pay for regularly scheduled working hours for any day when the employee is required to appear before any court for jury duty by United States or Ohio courts. Any fees received by an employee for jury duty shall be remitted to the Employer, unless such duty is performed totally outside scheduled working hours for such employee. It is understood that an employee released from jury duty prior to the end of his/her scheduled workday shall report to work for the remaining hours, after being given a reasonable period of time to change clothes to prepare for work duties if in the event that remaining work is of four hours or more.

SECTION 2. MATERNITY LEAVE

- A. The Employer shall follow the Family and Medical Leave Act of 1993 as amended in 2008.

SECTION 3. MILITARY LEAVE

- A. The Employer agrees to entitle all employees to the provisions of the Ohio Revised Code.

SECTION 4. EDUCATION LEAVE

- A. Educational leave without pay may be granted to employees upon approval of the Safety-Service Director. Said leave shall not exceed six months.
- B. The Employer agrees that employees selected to attend work related educational classes, or schooling shall not lose time or pay for attending. The Employer shall equally distribute opportunities to attend such classes among qualified employees insofar as practical and subject to individual subjects of training.
- C. Upon returning from an approved education leave of absence without pay, the employee shall be given first preference on job vacancies or new positions in the classification he or she left. An employee on an unpaid education leave shall not accumulate seniority or benefits during the period of absence but shall retain previously accumulated seniority when he is reinstated following said leave. Those employees transferred, hired, or otherwise working in the temporary vacant position shall immediately be replaced by the returning employee from such leave.

SECTION 5. BEREAVEMENT LEAVE

- A. In the event a retired City employee or active employee dies, the Mayor may grant time off for City employees to attend the funeral.
- B. A regular employee who is absent from work due to a death in the employee's immediate family: father, mother, wife, husband, son, daughter, brother, sister, grandchild, grandparents or employee or employee's spouse's, mother, father, grandparent, shall be granted up to four (4) working days leave of absence with no loss in pay. Bereavement leave shall be granted for the employee to attend the funeral, or memorial service, make funeral or memorial arrangements, and to carry out other responsibilities relative to the funeral. Employees shall receive bereavement leave only for those days on which they would have otherwise been scheduled to work.

A regular employee shall be granted a two day leave of absence with no loss in pay for the bereavement of the employee or employee's spouse's brother-in-law, sister-in-law, brother or sister, son-in-law, daughter-in-law, aunt, uncle, niece or nephew.

If the employee is required to travel more than one hundred and fifty miles from Bellevue, due to the death of a member of the family as listed above, an absence of one additional day with no loss in pay shall be granted.

- C. In the event an employee is the administrator of the estate, the Safety-Service Director may authorize additional leave to complete funeral or memorial arrangements. If additional leave is authorized it shall be deducted from the employee's accumulated sick leave (for immediate family), or accumulated vacation or personal leave days as requested. Said leave shall not be denied without just cause.
- D. The definition of days hereto is defined as any day of the week (7 days) which can also be a Friday, Monday, or Wednesday, for the purposes of the observation of this Section.

SECTION 6. PERSONAL LEAVE OF ABSENCE

An employee may be granted a personal leave of absence, without pay, upon approval of the Safety-Service Director. Requests for a personal leave shall be submitted to the Safety-Service Director seven (7) working days prior to the requested effective date of said leave and shall include the reasons for the intended absence. The Safety-Service Director shall determine the merits of the requested leave and approve or deny the request within three (3) work days after receiving it.

Upon returning from an approved, unpaid leave of absence without pay, the employee shall be given first preference on job vacancies or new positions in the classification he or she left. An employee on an unpaid personal leave shall not accumulate seniority or benefits while on such leave but shall retain previously accumulated seniority when reinstated following said leave.

SECTION 7. - Employees shall retain all seniority rights and provisions of this Agreement while on paid leaves of absence.

ARTICLE 8 SUPERVISORY EMPLOYEES/DISPLACEMENT

SECTION 1. - The Safety-Service Director, Chief Operator (Superintendent) Waste Water Plant, and Chief Operators (Superintendent) Filtration Plant shall not perform work normally performed by employees in the Bargaining Unit and ordinarily assigned to regular full-time employees covered by this Agreement, unless the parties have jointly endorsed a written authorization for said work.

This Section shall not be construed to prevent the Safety-Service Director, Chief Operator (Superintendent) Waste Water Plant, and Chief Operator (Superintendent) Filtration Plant from investigating a complaint or problem to determine the necessity for assigning a crew and equipment to the problem, or from performing work during emergency situations along with all available employees, unless the parties have jointly endorsed a written authorization for said work. The authorization shall confirm that the work to be performed shall not reduce regular work or overtime for any Bargaining Unit employee.

SECTION 2. - When scheduling employee vacations at the Waste Water Treatment Plant and the Water Filtration Plant, said supervisors shall not displace regular overtime.

SECTION 3. - Outside third parties will not be permitted to assign any temporary employees to do bargaining unit work that displaces regular work or normal overtime work of the bargaining unit.

ARTICLE 9 SENIORITY PROCEDURE

SECTION 1. - Seniority, for the purposes of this Agreement, is defined as the length of continuous service in the bargaining unit, hereinafter referred to as Bargaining Unit Seniority, as well as, in relation to any of the other departments outlined in the Recognition Clause, hereinafter referred to as Departmental Seniority. The Employer shall provide seniority lists once each year and updates will be provided whenever necessary which shall provide the employee's date of employment. This list shall be posted for all employees to see. The list shall include part-time employees in the bargaining unit. Part-time employees shall not be hired to displace full-time positions or to perform overtime work that would displace normal overtime usually performed by the full time employees in that position.

SECTION 2. - If, in the event there are permanent part-time employees hired they shall be in the Bargaining Unit and shall accrue pro-rated seniority based on their hours of work.

SECTION 3. - BARGAINING UNIT SENIORITY

Bargaining Unit Seniority begins the first day of City employment in a position covered by the collective bargaining agreement. Bargaining Unit Seniority shall be measured in calendar days of employment. A break in service shall only occur by separation of employment. In the event an employee returns following either a disability separation or disability retirement within the allowable time period, the employee shall retain seniority earned prior to the separation, but shall not earn seniority during the time separated.

SECTION 4. - DEPARTMENTAL SENIORITY

Seniority, as described in this section, applies to Article 11 Posting and Bidding Procedure. Departmental Seniority begins the day an employee is awarded the job within the department. Departmental Seniority shall be measured in calendar days of employment. A break in service shall occur upon promotion/lateral transfer/demotion to another department outlined in the Recognition Clause. An employee who returns to his/her former position will not constitute a break in service, *provided he returns within 30 days.*

In the event an employee experiences a break in service to a specific department to which he is returning, *within 30 days*, the employee will not lose the Departmental Seniority prior to the break in service, but shall not earn Departmental Seniority during the time spent outside of the department. In the event an employee returns following either a disability separation or disability retirement within the allowable time period, the employee shall retain Departmental Seniority earned prior to the separation, but shall not earn seniority during the time separated.

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

ARTICLE 10 POSTING AND BIDDING PROCEDURE

New employees may be hired through a temporary agency for the term of their probation. Whether hired through a temporary agency or otherwise, probationary employees who have successfully completed their probationary period will have their seniority start on the date they first begin working for the City of Bellevue.

Qualified Non-bargaining Unit employees of the City shall be allowed to bid on Bargaining Unit positions prior to the Employer posting information for hiring new personnel.

SECTION 1. - When the Employer decides to fill a permanent position vacancy or newly created job in the Bargaining Unit, the open position shall be posted in the Bargaining Unit City wide for five (5) working days. Employees wishing to bid on the job will fill out a bid form and present it to the Office of the Safety Service Director. The job shall be awarded to the most senior qualified employee having the basic qualifications in the department—where the vacancy exists. If no employee bids in the department where the vacancy exists, the job will be awarded to the most senior qualified employee bidding from the Bargaining Unit Citywide, having the basic qualifications.

The Employer shall have Thirty (30) days in which to decide whether to fill a new position or to fill a vacant position or to notify the Union of intentions to leave the position vacant. If the Employer has not notified the Union within thirty (30) days as provided herein, the position shall be posted for bid as provided herein.

SECTION 2. - Each employee who successfully bids on a job shall serve a thirty (30) day probationary period beginning the first day he or she works in the new position. During this probationary period the Employer shall have the right to return the employee to his former position, if the Employer determines that the employee is incapable of performing the duties of the new position. The employee shall also have the right to return to his or her original position voluntarily during the first thirty (30) days in the job. The employee who fills the vacancy created by the successful bid shall be provisional during the thirty (30) day period listed above.

SECTION 3. - An employee who moves into a lower classification shall immediately attain the highest step in that classification.

SECTION 4. - The employee bidding on and receiving a job in another department shall assume the classification of the position for which he bid. The person who transfers to another department shall have the least seniority in that department.

SECTION 5. - The Union shall receive copies of all job openings and new jobs created on the first day of the posting. All openings shall contain the following: Job classification, brief description of the job, rate of pay, name of the last person (if any) who held the job and the locations of same. The Union shall receive notice of the employees bidding and who was awarded the job and the criteria the Employer used in awarding the position.

SECTION 6. - It is the Employer's intention that it will replace employees and positions that become vacant through resignation, retirement or other reasons, subject to current economic factors, as well as, other factors out of the direct control of the Employer.

SECTION 7. - The Union recognizes the need of the Employer to recruit persons with Waste Water Treatment or Water Treatment licenses and that, so long as the Employer does not seek to invest these new employees with rights of the present incumbents (preferential treatment in reductions in force, etc.) that the Employer, when posting the operator positions may require a current Class 1, 2, or 3 license as the Employer feels is required or desirable.

SECTION 8. - Permanent part-time employees will be able to bid after the above posting and bidding citywide by full-time employees and prior to the Employer "going to the streets" for hiring new personnel.

ARTICLE 11
LAYOFF AND RECALL PROCEDURE

SECTION 1. - If it becomes necessary due to lack of work or lack of funds to lay off employees, the Employer shall lay off and recall employees by seniority. Seniority shall be the determining factor with temporary, seasonal, and part-time employees in the affected classifications series being laid off first and full time employees laid off in inverse order of their seniority. If, as a result of a layoff or job abolishment, an employee who is laid off or whose job is abolished shall have the right to bump into any other appropriate position to which his seniority allows, providing the employee has the basic qualifications for the position.

SECTION 2. - Names of employees laid off shall be placed on a recall list, based on their classification series and seniority. When funds again become available, employees shall be recalled with the laid off employee with the most seniority having the first opportunity to take the position. No employee shall be hired by the Employer while an employee is on a recall list unless all employees laid off refuse the position to be filled. Employees' names shall remain on the recall list for a period of two (2) years.

SECTION 3. - Recall notices shall be sent by Certified Mail to the employee's last known home address and a copy of said notice shall be sent to the Union.

SECTION 4. - The Union and those employees being laid off shall receive a notice not less than thirty (30) days prior to any layoff or job abolishment.

SECTION 5. - Any such employee receiving a letter of recall from the City shall respond to the Employer within seven (7) days of their receipted "Notice of Recall" of their intent to return to work.

Employees giving notice to the Employer of their return to work will return within a fourteen (14) day period.

Where an emergency exists, an employee can be granted a reasonable amount of time to return to work.

SECTION 6. - Non-bargaining unit employees cannot bump into the bargaining unit.

ARTICLE 12
MANAGEMENT RIGHTS

SECTION 1. - The Union recognizes that except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer as follows:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause or lay off, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions necessary to carry out the mission of the public Employer as a governmental unit.

SECTION 2. SUBJECTS OF BARGAINING

The parties recognize that the Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. An employee or the exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement, and in accordance with this Agreement.

ARTICLE 13
EARNED PAY/BENEFITS

SECTION 1. - Upon retirement, death, resignation, or termination, employees shall be paid for all accumulated but unpaid vacation, sick leave, compensatory time, holiday pay, regular pay, overtime pay and longevity pay owed to them as of the last date of employment. In case of death, the above payments shall be made to the employee's estate.

ARTICLE 14
COMPENSATORY TIME

SECTION 1. - Employees may elect to receive pay as compensatory time for overtime hours worked, at time and one-half (1 1/2). If an employee does not request compensatory time on the standard form, the employee shall receive overtime pay at the applicable rate. Compensatory time off with pay shall be granted at time and one-half (1 1/2) and must be scheduled three days in advance. The scheduling herein shall not create any additional time and one-half (1 1/2).

SECTION 2. - Employees may bank up to one hundred sixty (160) hours in their compensatory bank. Employees may elect to receive pay for a portion or all of their banked compensation time upon a two (2) week advance notice. The employee requesting conversion of some compensatory time shall receive amounts within two weeks of said request.

Compensatory time converted to cash or utilized as time off with pay shall be deducted from the employee's compensatory bank.

ARTICLE 15
REVIEW OF PERSONNEL FOLDER

SECTION 1. - Members of the bargaining unit shall be allowed to review their personnel folders at any reasonable time upon request. If a member upon examination of his personnel folder has reason to believe that there are inaccuracies in those documents to which he/she has access, the member may write a grievance to the Employer explaining the alleged inaccuracy. If upon investigation, the Employer sustains allegation, they shall do one of the following:

- A. The member's grievance may be attached to the material in question and filed with it and the Employer shall note thereon their concurrence; or
- B. The Employer may remove the inaccurate material from the personnel folder if they feel that its inaccuracies warrant such removal; or

C. Employees who would like to have disciplinary records that have ceased to have force and effect or other materials removed from their personnel file shall file a written request for removal. The removal of any documentation from the personnel folder will be in the presence of the Employee and the Union and will be done in accordance with the policies of the Records Retention Committee and Ohio State Law.

SECTION 2. - It is agreed that supervisory and administrative personnel may only divulge any material in any personnel folder in accordance with applicable State and Federal law.

SECTION 3. - The Union will in no way hinder or interfere with any State or Federal regulations regarding an employee's folder. However, the Union may view an employee's personnel folder upon a written authorization from said employee to the City Safety-Service Director, authorizing the viewing of same.

SECTION 4. - The Employer shall give employees copies of any and all documents going into the employee's personnel folder.

ARTICLE 16 EMPLOYEE TRAINING

SECTION 1. - Employee training will consist of on-the-job training, training sessions run by the Employer and/or representative of firms or organizations, operator training courses for certification and special seminars and courses approved by the Safety-Service Director. These training sessions run by the Employer or representatives will be conducted on City time, except when such sessions are conducted solely for the benefit of employees gaining skills and knowledge for advancement; such sessions will be held on off-duty time with no compensation to the employees.

SECTION 2. - Special seminars and courses relating to Employer operations require approval by the Safety-Service Director who will advise employees as to the reimbursement prior to employees attending the special seminars or courses.

SECTION 3. - Employees at the Water Treatment and Waste Water Treatment plants shall be given two (2) opportunities to take each of the state examinations for water and waste water certification. This is to include two (2) opportunities to take the corresponding schools by the State. The Employer shall provide compensation to the employee for mileage and pay for the day of the examination if such examination should fall on the employee(s) work day. The Employer shall pay tuition and mileage to and from the school for employees.

SECTION 4. - Employees of the Bargaining Unit shall be allowed to attend schooling with the approval of the Safety-Service Director; however, employees of the Finance Department shall be allowed to attend schooling with the approval of the Auditor. Employees shall be compensated for tuition and travel expenses when the employees meet all of the following conditions:

- A. Pertains directly to the employee's job.
- B. Attend an accredited course.
- C. The course does not interfere unduly with the work schedule of the employee.

SECTION 5. - After initial employment of one (1) year and upon completion of fifteen (15) previously-approved accredited hours of job-related schooling by the Safety-Service Director, an employee shall be granted a three percent (3%) increase in base pay. This pay increase shall be awarded only once during employment with the City.

For employees of the Finance Department, after initial employment of one (1) year and upon completion of fifteen (15) previously-approved accredited hours of job-related schooling by the Auditor, an employee shall be granted a three (3%) increase in current base pay. This pay increase shall be awarded only once during employment with the City.

SECTION 6. - Employees will receive compensation for attending schools or seminars if and when such attendance is required by the City, State, or Federal regulations. Employees shall receive written notification no less than seven (7) days prior to attendance.

SECTION 7. - Mileage per this Article shall be no less than existing maximum rate established by the Internal Revenue Service.

SECTION 8. - The Parties will establish on-going training on various subjects, which will enhance and assist employees in carrying out their various jobs, which include Hazwoper Training, CDL Training, OSHA Training and other employment enhancement topics and subjects.

ARTICLE 17 OUT-OF-TOWN WORK ASSIGNMENT

SECTION 1. - Any bargaining unit employee given out-of-town assignment shall receive his regular rate of pay at the applicable rate from the time the out-of-town assignment is started until it is completed, to a maximum of twelve hours per day.

SECTION 2. - The employee shall be reimbursed for verified reasonable and/or actual expenses plus the existing maximum mileage rate established by the Internal Revenue Service, where a personal vehicle is used and where the employee has to use his or her own money. The Employer shall have the right to reschedule employees in order to meet such out-of-town assignments.

ARTICLE 18
LEGAL COUNSEL/INDEMNIFICATION

SECTION 1. LEGAL COUNSEL

The Employer agrees to retain legal counsel (and otherwise defend) on behalf of a bargaining unit member named in a civil suit filed in any state or federal court, naming the employee as a party Defendant (whether at the time of the initial filing or thereafter) as a result of conduct on the part of the employee that falls solely within the employees job description.

The Employer will not be obligated to retain legal counsel or otherwise defend on behalf of a bargaining unit member named in a civil suit filed in any state or federal court, naming the employee as a party Defendant (whether at the time of the initial filing or thereafter) as a result of conduct on the part of the employee that falls solely within any of the following:

- A. Conduct considered to be Malfeasance, i.e., an affirmative act that is illegal or wrongful offense under the Ohio Revised Code or any municipal jurisdiction's parallel ordinance;
- B. Conduct considered fraudulent;
- C. Conduct considered reckless and a gross misapplication of the standards of reasonableness or otherwise acting knowing the reckless nature of the Conduct;
- D. Conduct which disregards the safety or lives of others;
- E. Conduct that is so great it appears to be a conscious violation of other people's rights to safety;
- F. Conduct that is alleged to have violated a person's civil rights under the Ohio and United States Constitutions.

Under no circumstances shall the City be obligated to provide legal counsel to an employee in defense of a criminal indictment or complaint where it is alleged that the Conduct was beyond the scope of the employee's job description.

SECTION 2. CIVIL INDEMNIFICATION

The Employer agrees to indemnify a bargaining unit member from a civil judgment rendered against said member as the result of conduct on the part of the employee that falls solely within the employees job description, but for civil matters initiated the State of Ohio, City of Bellevue or other public entity.

The Employer will not be obligated to indemnify a bargaining unit member from a civil judgment rendered against said member as the result of conduct on the part of the employee that falls outside the employee's job description or is defined by any of the following:

- A. Conduct considered to be Malfeasance, i.e. an affirmative act that is illegal or wrongful offense under the Ohio Revised Code or any municipal jurisdiction's parallel ordinance;
- B. Conduct considered fraudulent;
- C. Conduct considered reckless and a gross misapplication of the standards of reasonableness or otherwise acting knowing the reckless nature of the Conduct;
- D. Conduct which disregards the safety or lives of others;
- E. Conduct that is so great it appears to be a conscious violation of other people's rights to safety;
- F. Conduct that is alleged to have violated a person's civil rights under the Ohio and United States Constitution.

ARTICLE 19
SICK LEAVE PROCEDURE

SECTION 1. CREDITING OF SICK LEAVE

- A. Each employee shall be credited sick leave of 5.0 hours for each eighty hours of active pay status to a maximum of 120 hours per year.
- B. When an employee has more than three hundred sixty (360) hours of banked sick time, said employee shall be required to cash out fifty percent (50%) of the excess banked hours in the first year of this contract and the remaining fifty percent (50%) in the following year. The banked hours shall have a maximum total of three hundred sixty (360) hours after two (2) years. Cash outs will occur on pay period twenty-four (24) or twenty-five (25), if not cashed out earlier in the year.
- C. Employees retiring shall receive payment at a rate of one hundred percent (100%) of current hourly rate for earned and accrued, but unused sick leave; not to exceed a pro-rated one hundred twenty (120) hours in their current year sick leave bank and three hundred sixty hours (360) hours of banked sick pay.
- D. In case of death of an employee, accrued sick leave shall be paid to the employee's estate at one hundred percent (100%) the employee's current rate of pay.
- E. The City shall be solely responsible for ensuring employees comply with the within provisions; the City shall remit the applicable banked hours to the employee regardless of whether the employee requests a pay out of banked hours.

- F. Employees will be paid at one hundred percent (100%) of their hourly rate for all sick leave used.
- G. In the event an employee remains ill or injured after having exhausted all available sick leave, the employee shall be entitled to up to twenty-six (26) weeks of extended sick leave at sixty percent (60%) of the employee's hourly rate through the City's private Disability Plan; this benefit shall inure one (1) time during the employee's total tenure as a city employee. During this time, the employee's benefits shall continue to be paid by the Employer as though the employee is in active pay status.
- H. Permanent part-time employees shall earn pro-rated sick leave.
- I. Employees having a sick leave bank of at least three hundred and sixty (360) hours may elect, in writing, not more than three (3) times each year, to convert sick leave to cash to be paid at seventy percent (70%). Payment shall be made in one lump sum no later than thirty (30) days after the employee submits a written request for such payment. If an employee does not certify an election option, all unused sick leave shall be automatically banked. The conversion shall be at seventy percent (70%) of the employee's normal hourly rate provided the employees' bank of unused sick leave hours does not fall below three hundred and sixty (360) hours as a result of such conversion.

SECTION 2. SICK LEAVE TRANSFERS FROM OTHER PUBLIC EMPLOYER

An employee who transfers from a public agency to the City of Bellevue or who has prior service with a public agency, as defined in Section 124.38, Ohio Revised Code shall retain credit for any sick leave earned in accordance with that section so long as he or she is employed by the City of Bellevue, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment with the City of Bellevue, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

SECTION 3. CHARGE OF SICK LEAVE

Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave, or an hour-for-hour basis, only for days which he or she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

SECTION 4. USES OF SICK LEAVE

- A. Sick leave shall be granted to an employee upon approval of the Safety-Service Director; however, Auditor Office employees shall be granted sick leave upon approval of the Auditor for the following reasons:
1. Illness or injury of the employee, or a member of his or her immediate family wherein the employee's presence is required.
 2. To attend a funeral or memorial service, or make funeral or memorial service arrangements as provided for in the appropriate section of this agreement.
 3. Medical, dental or optical examination or treatment of the employee, or a member of the employee's immediate family which requires the employee and which cannot be scheduled during non-working hours.
 4. If a member of the immediate family is afflicted by a contagious disease or requires the care and attendance of the employee or when through exposure to contagious disease the present of the employee at his or her job would jeopardize the health of others.
 5. Pregnancy or childbirth and other conditions related thereto. Use of paid sick leave hereunder shall not limit or impair the employee's rights to unpaid leave as provided under Article 8, Section 2.
 6. Assistance to spouse when required for maternity purposes.
- B. Definition of immediate family: employee's spouse, children, grandchildren, parents' brothers, sisters, son-in-law, daughter-in-law and such other person as may be a dependent member of the employee's parents (loco parentis).

SECTION 5. EVIDENCE REQUIRED FOR SICK LEAVE

The Employer shall require an employee to furnish a standard written signed statement upon their return to work to justify and explain the nature of the illness or other use of sick leave. Falsification of either a written signed statement or of a physician's certificate shall be grounds for disciplinary action including dismissal.

SECTION 6. NOTIFICATION OF EMPLOYER

When an employee is unable to report for work, he or she shall notify his or her immediate supervisor or other designated person prior to the time he is scheduled to report to work on each day of absence.

SECTION 7. ABUSE OF SICK LEAVE

Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

SECTION 8. ILLNESS EXCEEDING THREE DAYS

Employees with an illness or disability exceeding three (3) work days shall be required to furnish a statement from his or her physician notifying the Employer that the employee was unable to perform his or her duties. Employees returning to work after an injury, illness, or operation attended by a physician shall have a doctor's written permission before returning to work.

SECTION 9. PHYSICIAN EXAMINATION

The Employer may require an employee to take an examination conducted by a licensed physician to determine his or her physical capability to perform the duties of his or her position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer. The Employer shall only require said physical due to actions of the employee or his or her inability to perform his or her duties. The Employer shall not be unjust in enforcing and applying this section.

SECTION 10. SICK LEAVE CONVERSION

An employee paid directly by the Employer at the time of his or her retirement, death, termination or resignation, separating him or her from active service with the City of Bellevue shall be entitled to receive pay for his or her accrued but unused sick leave in accordance with this Section. No employee shall be permitted to convert sick leave to cash until he or she has completed one year of service with the Employer. Upon a termination, other than for disciplinary reasons, or an honorable resignation, the employee shall receive ninety percent (90%) of his accumulated and unused sick leave. Upon death or retirement, the employee or his estate shall be entitled to receive one hundred percent (100%) of the employee's accumulated and unused sick leave. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

SECTION 11. - An employee is required to utilize sick leave for maternity purposes prior to using other earned leave time and pay.

SECTION 12. - If in the event an employee is injured or disabled and has qualified for industrial compensation, said employee shall be paid his normal salary for up to six months for any such

injury or disability. In the event an employee uses any sick leave, his sick leave hour's bank shall be reinstated the amount used. The employee shall fill out the proper forms for utilization of O.R.C. 4123. Upon receipt of direct hourly compensation said hourly compensation shall be signed over to the Employer for such period. The hospitalization shall continue for up to one year. The employee shall not lose any other benefits of the collective bargaining agreement. The employee shall return as soon as possible to work.

SECTION 13. - Employees will be entitled to one (1) utilization of the use of the up to twenty-six weeks sick leave during their employment time with the Employer.

SECTION 14 WORK RELATED INJURIES

An employee who experiences a work related injury should report that injury to their supervisor as soon as possible but no later than 48 hours. An employee who seeks medical treatment for a work related injury will submit documentation of the medical treatment within 48 hours after such treatment. An employee who experiences a work related injury which results in restrictions will participate in the City's Transitional Work Program when the physician of record determines the employee to be medically stable.

SECTION 15 FAMILY MEDICAL LEAVE OF ABSENCE & MILITARY -*FAMILY MEDICAL LEAVE ACT

The Employer agrees to provide Family and Medical Leave to its eligible employees.

A. General Provisions

Under this policy, the Employer will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

B. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the Employer for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2) The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

C. Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a spouse, child, sibling, or parent with a serious health condition (described below).
- 4) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Employer may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5) Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- a. short-notice deployment
- b. military events and activities
- c. child care and school activities
- d. financial and legal arrangements
- e. counseling
- f. rest and recuperation

- g. post-deployment activities, and
- h. additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In order to care for a covered service member, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.

- a) A “son or daughter of a covered service member” means the covered service member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- b) A “parent of a covered service member” means a covered service member’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents “in law.”
- c) Under the FMLA, a “spouse” means a husband or wife, including those in same-sex marriages, which were made legal in all 50 United States as of June 26, 2015.
- d) The “next of kin of a covered service member” is the nearest blood relative, other than the covered service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member’s next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member’s only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member’s next of kin. Alternatively, where a covered service member has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member’s next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered service member pursuant to § 825.122(k).

“Covered active duty” means:

- (a) “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- (b) (2) *Covered active duty or call to covered active duty status* in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with

the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

6) Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term "covered service member" means:

(a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term "serious injury or illness means:

(a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

(b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.

(c) Outpatient status, with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

D. Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The Employer will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Employer will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the Employer

will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available. If spouses both work for the Employer and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If spouses both work for the Employer and each wishes to take leave to care for a covered injured or ill service member, the spouses may only take a combined total of 26 weeks of leave.

E. Employee Status and Benefits During Leave

While an employee is on leave, the Employer will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Employer will require the employee to reimburse the Employer the amount it paid for the employee's health insurance premium during the leave period.

Under current Employer policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Auditor's Department by the fifth (5th) day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

F. Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The Employer may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

G. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave

and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the Employer's sick leave policy) prior to being eligible for unpaid leave.

H. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The Employer may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Employer and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the Employer before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

I. Certification for the Employee's Serious Health Condition

The Employer will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

The Employer may directly contact the employee's health care provider for verification or clarification purposes using a health care professional or management official. In compliance with HIPAA Medical Privacy Rules, the Employer will obtain the employee's permission for clarification of individually identifiable health information.

The Employer has the right to ask for a second opinion if it has reason to doubt the certification. The Employer will pay for the employee to get a certification from a second doctor, which the Employer will select. The Employer may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Employer will require the opinion of a third doctor. The Employer and the employee will mutually select the third doctor, and the Employer will pay for the opinion. This third opinion will be

considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

J. Certification for the Family Member's Serious Health Condition

The Employer will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

The Employer may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, or management official. In compliance with HIPAA Medical Privacy Rules, the Employer will obtain the employee's family member's permission for clarification of individually identifiable health information.

The Employer has the right to ask for a second opinion if it has reason to doubt the certification. The Employer will pay for the employee's family member to get a certification from a second doctor, which the Employer will select. The Employer may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Employer will require the opinion of a third doctor. The Employer and the employee will mutually select the third doctor, and the Employer will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

K. Certification of Qualifying Exigency for Military Family Leave

The Employer will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

L. Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave

The Employer will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

M. Recertification

The Employer may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Employer may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The Employer may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

N. Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to their department head. Within five business days after the employee has provided this notice, the department head will complete and provide the employee with the Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Employer's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

O. Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the department head will complete and provide the employee with a written response to the employee's request for FMLA leave using the Employer Designation Notice.

P. Intent to Return to Work From FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the Employer may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

SECTION 16. SICK LEAVE DONATION PROGRAM

This program is available to help employees who are in need because of a non-work-related accident or illness, after the employee has exhausted all other available paid leave including sick leave, personal leave, vacation time and compensatory time.

However, this program does not supersede nor replace other retirement or disability programs. Employee's eligible for workers' compensation benefits and/or injury leave are not eligible for the Sick Leave Donation Program. The Sick Leave Donation Program will not limit or extend the maximum allowable absence under the Family Medical Leave Act (FMLA).

When the Finance Department is made aware of the need for sick leave donations, a notice will be sent to all City employees requesting their help. Any employee may then voluntarily elect to contribute, permanently, sick leave credits for a Sick Leave Catastrophic Incident.

In addition, the following criteria will apply:

- A. Only regular, non-probationary employees are eligible to donate sick leave credits or to be a recipient of a donation. Employees must have at least forty (40) sick leave credits accumulated at the time of donation.
- B. A sick leave credit will be defined as eight (8) hours and will not have an hourly rate.
- C. An employee may contribute only five (5) sick leave credits per year.
- D. A sick leave credit donation is permanent and therefore cannot be returned to the donor or converted to cash by the donee's estate.
- E. The sick leave credits will be used in place of the employee's regularly scheduled workdays to the extent they are necessary.
- F. A donated sick leave credit will not count as a separate absence for the donating employee.

- G. Donated sick leave credits can be used to cover retroactive unpaid regularly scheduled workdays.
- H. An employee will not accrue holiday pay, vacation or sick leave while receiving donated sick leave.

ARTICLE 20
WORKING OUT OF CLASSIFICATION

SECTION 1. - An employee temporarily assigned, by the appropriate administrative authority, to work in a classification with a higher rate, must be assigned work in said higher classification for more than four (4) hours to be eligible to receive the rate of that higher classification for the period he or she was so assigned; and,

- A. The individual must be assigned to and must perform functions that are normally performed by the person replaced in order to receive compensation for that time period.
- B. The term "higher rated classification" refers to positions that have a higher degree of responsibilities; could be supervisory in nature; and pay a higher rate of pay.

SECTION 2. - An employee may be temporarily assigned work in a lower classification, but shall continue to receive his or her regular rate of pay during such assignment. This Section is not intended to cover an employee who is demoted.

SECTION 3. - Employees who, in the absence of the Superintendent or Department Head, are designated by the Appointing Authority to perform the duties of the Department Head or Superintendent shall be paid an additional \$0.75 per hour for the working hours they are so designated.

ARTICLE 21
VACATION

SECTION 1. - Vacation is earned on the employee's vacation anniversary date (VAD). All increases will be given on the employee's actual Vacation Anniversary Date and then continued to be advanced / credited to the employee's vacation bank in its entirety on the first pay of the year in accordance with the following schedule:

After one (1) year/12 months of Public Servicetwo (2) weeks / 10 days – on VAD & 1st pay of the following years.

After seven (7) years of Public Service.....three (3) weeks / 15 days – on VAD & 1st pay of the following years.

After fourteen (14) years of Public Service.....four (4) weeks / 20 days – on VAD & 1st pay of the following years.

After twenty (20) years of Public Service.....five (5) weeks / 25 days – on VAD & 1st pay of the following years.

Plus, one (1) additional day of vacation for each year of service after the completion of twenty (20) years of service on VAD & 1st pay of the following years.

*Vacation has not been earned until the employee has reached his anniversary date for vacation purposes.

- A. Pay for Vacation. The maximum carryover vacation hours from year to year shall not exceed two (2) years at the individual employee's current vacation schedule. All hours in excess of the individual must be paid in accordance with the vacation conversion policy as outlined above.
- B. Vacation Pay Upon Termination. The employee shall be compensated for any vacation time due as of the last pay date of employment upon retirement, resignation, termination, or death. Vacation has not been earned until the employee has reached their vacation anniversary date (VAD). Vacation hours credited on the first pay of the year shall be prorated up to the last day of employment. Any vacation hours paid in excess of the prorated calculation shall be repaid through payroll on their last pay date as well as any vacation earned from anniversary date to the 1st pay of the following year, will be given to the employee on their last pay.
- C. Vacation Conversion. Payment shall be made in one (1) lump sum subject to the necessary appropriations of City Council. If the individual does not certify an election option, all unused vacation exceeding 2 (two) years at the individual employee's current vacation schedule shall be paid to the employee on the last pensionable pay of the current year in which it is earned. This conversion shall be at one hundred percent (100%) of the employee's current hourly rate. All conversions must be submitted no later than the pay period before the requested payout. There will be no conversions from November 1 of the current year through the first pay of the following year, except for the pensionable conversion.

SECTION 3. - Employees may elect to work their vacation time and receive vacation pay along with their regular pay.

SECTION 4. - Vacation schedules shall be submitted by March 1st of each year with the employee having the most seniority having the first choice of vacation dates. When vacation requests are submitted after March 1st, of each year, those dates requested will be approved based on time and date submitted, regardless of seniority.

SECTION 5. - Vacation may be used in one (1) hour increments upon notification to and approval by the Employer.

SECTION 6. - Vacation scheduling shall include every day of the year (365 days per year), based on the seniority standing of the employees.

ARTICLE 22
HOLIDAYS

SECTION 1. - Employees in the bargaining unit shall be entitled to the following paid holidays:

New Year's Day	First day in January
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Good Friday	
Easter Sunday (Plant Operators Only)	
Memorial Day	Last Monday in May
Independence Day	Fourth of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	
Thanksgiving Day	
Day after Thanksgiving	
December 24	Day before Christmas
Christmas Day	
Two (2) Personal Days per year.	

SECTION 2. - In the event any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the Holiday for all employees except those working in a department which has a continuous operation. Should the holiday fall on a Sunday, the following Monday shall be observed as the holiday for all employees except those working in a department which has a continuous operation. Employees working in a department which has a continuous operation (7 days per week) shall observe the actual date of the holiday as outlined above or shall receive a compensatory eight (8) hour holiday with pay at a later date if scheduled to work and works the holiday.

SECTION 3. - Employees on all approved paid leaves or Bureau of Worker's Compensation leave shall receive holiday pay, at the respective rates of pay, for any and all holidays occurring during said periods.

SECTION 4. - All employees shall earn and receive holiday pay, at the respective rates of pay, for any and all holidays occurring during such periods.

SECTION 5. - Employees working on a holiday in a department which is a continuous operation shall receive one and one-half (1 1/2) times their base rate of pay for all hours working on the holiday figures on a maximum of eight (8) hours. Any hours worked on a holiday above eight hours shall be computed pursuant to Article 33.

SECTION 6. - Any employee not regularly scheduled to work on a holiday or who is on vacation but is called in and works shall receive one and one-half (1 1/2) times his regular rate of pay for

all hours worked on the holiday, with a minimum of four (4) hours of pay, plus receive eight (8) hours of holiday pay at his regular hourly rate. If the original assignment is completed in less than four hours the Employer may assign additional work to the employee. Any additional call-ins shall be covered under Article 33.

SECTION 7. - The personal leave days, as outlined herein, may be taken at any time during the calendar year after one (1) year of continuous service with the City. Employees shall give one (1) days' notice, except in the case of emergencies, and shall schedule the time off with their Department Head regarding the personal leave day.

SECTION 8. - Employees who work a holiday and elect to use the holiday as compensatory time pursuant to Section 4 may carry over two such holidays per year.

SECTION 9. - The parties agree that the Water Filtration and Waste Water Treatment Plan (7 day operations) may elect to carry over two holidays per year.

SECTION 10. - In lieu of holiday (day before Christmas) the seven day operational employees shall have one (1) roving holiday to be scheduled at the mutual convenience of the employees and the supervisor.

ARTICLE 23
LONGEVITY

SECTION 1. - All employees after three years of service with the Employer shall receive Longevity pay as follows:

<u>YEARS OF SERVICE</u>	<u>CENTS PER HOUR</u>
3	.35
7	.45
14	.55
20	.65
25	.75

SECTION 2. - Longevity payment shall be made in cents per hour as reflected above and added to the base rate of pay, for all purposes hereto.

SECTION 3. - The employee's length of service as of their annual anniversary date each year shall be used to determine the amount of longevity pay he/she is entitled to receive.

ARTICLE 24
PAY CHECK/PAY STUB

SECTION 1. - The Employer shall continue to pay employees in the form of direct deposit by Friday of the pay week.

SECTION 2. - The Employer shall provide the Union with examples of available alternative pay stubs and shall meet and confer with the Union regarding any changes to the alternative pay stub. Should additional alternate pay stubs become available, the Union shall be provided examples.

The stub used by the Employer will reflect all deductions, withholdings, accumulated vacation and sick time.

SECTION 3. - Employees *in each department* shall have access to a copy of the “payroll work sheet”, reflecting all their status of employment, including, comp time. The *individual supervisor in each department* shall post copies within twenty-four (24) hours for the previous pay period of and for each pay period.

SECTION 4. - With the last paycheck provided to employees each June and December, the City Auditor shall also provide each employee with a legible, typed listing of the current balances of the following accrued benefits, as of the last day of the month immediately preceding such listings:

- A. Personal Days
- B. Compensatory Time
- C. Sick Leave Bank
- D. Vacation Leave

SECTION 5. – Conversions shall be accepted no more than eight (8) times per calendar year.

ARTICLE 25
HEALTH AND WELFARE PLAN

The Employer agrees to provide the AFSCME Care Plan for the life of this agreement as follows:

- A. Life Insurance and AD&D
- B. Hearing Aid Benefit
- C. Dental Benefit Level III

The City shall bear the cost of this Plan for the life of this contract.

ARTICLE 26
HOSPITALIZATION

SECTION 1. -The Employer agrees to provide an 80/20 hospitalization/major medical insurance Plan with a maximum annual out-of-pocket as noted below.

SECTION 2. - The Employer may have the ability to purchase this plan from another company or to seek self-funding provided the coverage is not reduced in level of benefits.

SECTION 3. - Over the life of this Agreement, the parties shall continue to meet and attempt to establish cost savings methods in the life of this Agreement.

SECTION 4. - The employee shall be responsible to pay 10% of the monthly premium cost for the Plan, subject to a cap of Two Hundred dollars (\$200.00) for the Family Plan and One Hundred Dollars (\$100.00) for the Single Plan.

SECTION 5. - Effective April 1, 2019.

<u>Network</u>	<u>Non-Network</u>
<i>Deductible</i>	<i>Deductible</i>
\$1,000.00 Single	\$1,500.00 Single
\$2,000.00 Family	\$2,500.00 Family
80% - 20% Coinsure	80 – 20% Coinsure
<i>Out of Pocket</i>	<i>Out of Pocket</i>
\$1,000.00 Single	\$3,000.00 Single
\$2,000.00 Family	\$6,000.00 Family

SECTION 6. - PRESCRIPTION DRUG CARD

Retail: \$25.00 Generic / \$35.00 Brand name / \$55.00 Formulary

Mail Order: \$40.00 Generic (3-month supply) / \$60.00 Brand name / \$110.00 Formulary

Section 9. - Employees who have another insurance option open to them may opt out of the City's insurance plan. Prior to opting out of the plan, employees must furnish proof of coverage. Employees who opt out shall be paid an amount equivalent to the employee's monthly health care premiums for each month they opt out of the City's insurance plan. Employees who have opted out of the City's insurance plan and later wish to enroll in the plan may do so during the open enrollment period or after any event that qualifies as life changing.

ARTICLE 27
UNIFORMS /ALLOWANCES

SECTION 1.

- A. The Service Department employees; the Waste/Water Filtration Plant employees; the Water Plant employees and the Water Meter Reader employees will receive on or before the first pay period in February each year seven hundred (\$700.00) dollars for their Uniform Allowance and Foul Weather Gear. The employees will be permitted to obtain these items at location(s) of their choice. All employees shall be provided with their allowance no later than their first pay in February, on an annual basis, and shall provide their supervisor with receipts for clothing/uniforms purchased no later than November 1st.
- B. Uniform allowance for part-time employees will be prorated based on their hours scheduled to work.
- C. The full-time clerical employees shall receive on or before the first pay period in February a Five Hundred Fifty Dollar (\$550.00) Clothing Allowance.
- D. In the event that an employee resigns, retires or is terminated before June 1st and has received their full uniform benefit, that amount will be prorated based on his hours worked. Any amount due will be deducted from their final pay. After June 1st, the uniform benefit will not be prorated.

SECTION 2. - Employees receiving a uniform allowance shall present themselves for duty in accordance with proper dress code as established by the employer. Any employee commencing their shift not in proper uniform may be sent home without pay until such time as he/she presents himself/herself in proper attire. During the months of May, June, July, August and September, non-clerical employees will be permitted to wear ANSI Class 3/City approved T-shirts & work shorts.

SECTION 3. - In addition to the above uniform allowance which is to be used for normal wear and tear and replacement, the Employer shall replace at no cost to the employee, any uniform or piece thereof which is damaged or destroyed in the line of duty or scope of employment unless such loss or damage is caused due to the negligence of the employee. Any such incident shall be reported to the supervisor or department head who shall take appropriate steps to replace the uniform or piece. The Employer shall provide smocks for clerical employees.

SECTION 4. - The Employer shall provide at no cost to the employees of the Service Department necessary and appropriate weather gear such as one raincoat and gloves, one pair buckle boots, one pair waders, goggles, hard-hats and other equipment required to carry out their respective jobs. Any articles lost or damaged though negligence of the employee shall be replaced at the employee's expense.

SECTION 5. - The parties may look into other various options regarding possible uniforms, subject to negotiations.

ARTICLE 28
FAIR SHARE FEE

~~SECTION 1. - All employees in the bargaining unit who, sixty days from date of hire, or employees in the bargaining unit who are not members of the union by 1/1/89 shall pay a fair share fee to the union as a condition of employment.~~

~~The fair share fee amount shall be certified to the Employer by the Union.~~

~~The deductions of the fair share fee by the Employer from the payroll checks of the employees shall be automatic and does not require a written authorization of the employee. Payments to the Union of the fair share fee shall be made in accordance with the regular deductions of union dues herein.~~

~~This fair share fee agreement between the Employer and the Union does not require any employee to become a member of the union nor shall the fair share fee exceed the regular Union dues paid by members of the Union. An internal rebate procedure by the Union and payment by employees holding religious conscientious objections shall be governed by O.R.C. 4117.09(c). (See Appendix C.)~~

~~SECTION 2. - The Union shall hold the Employer harmless as a result of Section 1 herein being implemented.~~

SECTION 3.- If through the actions of an entity at the State or Federal level, the deduction of a Fair Share fees or other method of payment by nonunion members of the Bargaining Unit to the Union for representational services is reinstated, the parties agree that the language in Sections 1 and 2 shall be reactivated.

ARTICLE 29
HEALTH AND SAFETY

SECTION 1. - The Employer agrees to maintain safe working facilities, vehicles, tools, and equipment. The Union agrees to cooperate with the Employer in maintaining safe working facilities, vehicles, tools and equipment.

SECTION 2. - The Employer shall maintain suitable first-aid equipment at appropriate locations.

SECTION 3. - Complaints regarding unsafe equipment and/or conditions should be reported by the employee to his immediate supervisor. If the unsafe equipment or condition is not corrected, the matter may be discussed at the labor-management meeting and/or the employee may process a complaint through the grievance procedure.

SECTION 4. - In the event a piece of equipment is considered unsafe to operate, the employee shall immediately notify his immediate supervisor. The supervisor shall examine the piece of equipment and, if he determines it to be unsafe for operation, place a red tag on the equipment. Employees shall not be required to operate unsafe equipment which has been red tagged by the supervisor. Any employee refusing to operate equipment which has not been red tagged by the Department Head shall be sent home without pay during the hours the equipment is being operated. An employee may refuse to perform unsafe practices or carry out functions of which may endanger their lives. Any such employee will be assigned to other work, until the unsafe practice, unsafe equipment, and unsafe conditions are corrected.

SECTION 5. - The Employer agrees to conform to all applicable required State and Federal regulations of the Occupational Safety and Health Act.

SECTION 6. - An employee injured in the course of his employment with the City of Bellevue shall have the option of utilizing his accumulated but unused sick leave during the period of disability, or taking an unpaid disability leave and applying for a temporary disability settlement through the Bureau of Worker's Compensation. If the employee is permanently disabled and cannot return to work, he or she may make application for disability retirement through the appropriate retirement plan and apply for a permanent disability settlement through the Bureau of Workers Compensation.

SECTION 7. - The parties recognize Transitional Work Program (i.e. Comp Management, B.W.C. Policy Number 3725202-0, may be applied regarding some injured employees.

ARTICLE 30 NO SUBCONTRACTING OUT

Except for emergencies, the Employer will contact the Local President for input before any decision to subcontract regarding non-routine work. However, input is not required for tasks outside the bargaining unit job descriptions. The Union will be notified before any subcontracting occurs except in an emergency. In an emergency, the Union will be notified within five (5) workdays after the job starts.

The Employer agrees that the Employer shall not subcontract any work being performed by the Bargaining Unit as of the date of this agreement if such subcontracting directly results in layoffs of permanent full-time Bargaining Unit employees or results in shrinking of the work force.

ARTICLE 31
CLEAN-UP TIME

The Employer agrees to purchase and maintain sufficient cleaning supplies and materials for the purpose of cleaning tools, equipment, and employees (such as hand cleaners) in each department.

ARTICLE 32
OVERTIME OPPORTUNITIES/HOURS OF WORK

SECTION 1. ROTATING OVERTIME

When it becomes necessary to work overtime, employees in a particular department shall be called first utilizing the procedures outlined in Section 2 of this Article. When additional work force is necessary after the department has been called out, the remainder of the Bargaining Unit work force shall be called next, the criteria being seniority and qualifications.

SECTION 2. ROTATION OF OVERTIME OPPORTUNITY

A. When the Employer determines overtime is necessary, the Employer will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The Employer will post and maintain overtime rosters which shall be made available to the Union Steward upon request. Said rosters shall be posted on appropriate bulletin boards in the facilities and will include a list of overtime hours worked, refused, negative contact and total overtime hours offered. The employees in the department or unit who on the roster have the fewest aggregate hours worked and/or hours refused, among those qualified to perform the work assigned shall be called first.

Employees on sick leave shall be removed from the overtime rotation list for sixteen continuous hours, (starting from the start of their regular shift) or until they have returned to their regularly scheduled shift. Upon return from sick leave, the employee shall have his name replaced on the overtime rotation-list in the same order previously held.

Employees on vacation and/or military leave shall be removed from the overtime rotation list on each day of vacation and/or military leave provided, however that an employee may, prior to leaving on vacation may inform the Department Head, in writing, of her/her desire to remain on the overtime roster.

- B. An employee who if offered and who refuses an overtime assignment shall be credited on the roster with the amount of overtime refused. Where the amount of overtime refused was two (2) hours or less, the employee will be charged with refusing two (2) hours.
- C. The Parties agree that the past practice of calling out employees in the Street Department for snow plow duty on the basis of established crews shall continue unless otherwise negotiated differently with the Union. Established crews shall consist of two people. Not less than one crew shall be called out at any given time. When conditions warrant a crew may be split into two trucks.

SECTION 3. CALL BACK

A minimum of two (2) hours pay at the appropriate rate shall be guaranteed when an employee is requested to report back to work or when an employee is called in on a day when he is not scheduled to work, provided that said employee reports to work twenty-five (25) minutes of being notified.

When an employee is called back to work, and the employee engages in an activity that has two or more components to it, separated by a period of time, then said employee will be paid for one Call Back, provided that the total time for the call out does not exceed the hours noted above.

SECTION 4. BREAKS DURING OVERTIME

When an employee works in excess of four (4) hours overtime contiguous to the regular shift or when an employee has been called out for emergency overtime which exceeds four (4) hours the Employer shall grant a one-half (1/2) hour paid lunch break. An additional one-half (1/2) hour paid break shall be granted for each additional four (4) hour period the employee works overtime.

SECTION 5. WORK DAY/WEEK

- A. Forty (40) hours per week shall constitute the standard work week for all full time employees.
- B. The standard work day shall be eight (8) hours.
- C. Employees shall be entitled to a paid lunch break, not to exceed thirty (30) minutes and two work breaks not to exceed fifteen (15) minutes. Breaks shall be scheduled by the department head. Breaks and lunch periods shall be taken at the job site.
- D. Overtime shall be paid for work performed in excess of the appropriate standard work day and applicable work week of forty (40) hours per week in active pay status.

- E. Overtime shall be paid in accordance with this Agreement and applicable law at time and one-half (1-1/2).
- F. The parties agree that during the first ninety (90) days following the signing of this Agreement, that the parties will meet with the intent to discuss the appropriate work hours and work shifts in the various departments within the City.

SECTION 6. - An off-duty employee required by his employer to attend/appear at a court or administrative hearing directly related to his employment with the City shall be paid for such time at one and one half (1.5) times his regular rate of pay. An off-duty employee required to attend/appear at an administrative hearing related to his employment with the City shall be paid his regular rate of pay.

SECTION 7. - In the event the employee is requested by the Employer to attend any meetings, whether training or otherwise she/he shall be compensated at the appropriate hourly rate of pay of each hour in attendance.

SECTION 8. - Hours in active pay status such as vacation, Holidays, compensatory time or sick leave shall be computed in accordance with applicable law and this contract.

SECTION 9.

A. It is hereby agreed upon that the order of call will be for these specific employees, as follows:

Water Distribution:

1. Water/Sewer Maintenance Crew Leader
2. Water/Sewer Maintenance Worker I and II
3. Maintenance Technician - Relief Plant Operator
4. Plumber-Service Department
5. Utility Technician

Waste Water Treatment Facility:

1. Waste Water Treatment Crew Leader
2. Waste Water Treatment Operator/Preventative Maintenance Technician
3. Sewer/Water Maintenance Worker I or II
4. Maintenance – Plumber – Service Department
5. Maintenance Technician/Relief Water Plant Operator

Street Department:

1. Street Maintenance Crew Leader
2. Street Maintenance Worker I and II
3. Maintenance Technician – Street Worker
4. Laborer
5. Cemetery Sexton Crew Leader

Water Plant:

1. Water Treatment Plant Crew Leader
2. Maintenance Technician/Relief Water Plant Operator
3. Water Treatment Plant Operator
4. Water/Sewer Maintenance Crew Leader - Distribution
5. Water/Sewer Maintenance Workers 1 and 2 - Distribution

Waste Water Collection:

1. Composting Bio-Solids Reuse Technician
2. Maintenance – Plumber – Service Department
3. Maintenance Technician/Relief Water Plant Operator
4. Waste Water Treatment Crew Leader
5. Waste Water Treatment Operator/Preventive Maintenance Technician

- B. It is also agreed upon that operators of the Water Filtration Plant and the Waste Water Treatment Facility will not be called out to work in the systems; unless, of a City-wide emergency.
- C. It is agreed by the parties that the respective crew leaders for each department retain the right to call in the following positions, to wit: Maintenance-Electrician- Service Department, Maintenance – Plumber-Service Department, and Maintenance Technician; Relief Water Plant Operator.

All other Bargaining Unit employees in other units, who normally perform the work, will be notified within their units first, and so on down their lists and rotated for overtime, pursuant to other provisions of this Article.

ARTICLE 33
PART-TIME EMPLOYEES

The parties agree, for purposes of definition of benefits for part-time employees, to the following:

- A. Part time employees shall earn seniority on an hour for hour worked basis.
- B. Part time employees shall earn vacation, sick leave, holidays, and longevity based on length of service, defined as hour for hour worked (e.g. prorates such as 2 years worked at 1,040 hours equal one full years' service, etc.)
- C. Part time employees shall be entitled to all other benefits as outlined in the individual Articles of this Agreement.

Part-time employees will earn hospitalization, major medical and AFSCME Care Plan when said employee has worked two weeks consecutively for 32 hours or more and continues to work 32 hours per week thereafter.

ARTICLE 34
NEW POSITIONS/NEW SPECIFICATIONS

When a new job is established, or a present job within the bargaining unit is changed within the Bargaining Unit, or when permanent or substantial changes in an existing job content occurs, the Employer shall meet and give all material, specifications, and reason thereto for said change and shall negotiate with the Union the proper pay assigned to said new jobs. In the event there is a dispute on said pay assignments, the Union may grieve same. The Employer shall furnish all requested material regarding this Article.

ARTICLE 35
TIME CLOCKS

The Employer shall maintain a time keeping system for the life of this agreement and shall establish uniform rules and regulations regarding the time keeping system.

ARTICLE 36
APPLICATION AND INTERPRETATION OF
WORK RULES, POLICIES, AND DIRECTIVES

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

SECTION 2. - The Parties recognize that it is the philosophy of the Employer that, to the extent possible, employees will be put on notice in advance of the conduct expected them by the Employer and their fellow workers, to protect the rights and well-being of all employees while not unduly restricting the generally accepted individual rights of any employees. Therefore, the Employer will promulgate certain written work rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect while effectively carrying out the Employer's programs.

SECTION 3. - The Employer agrees that, to the extent that work rules have been or will become reduced to writing, every member shall have access to them for the duration of this Agreement.

Copies of newly established work rules or amendments to existing work rules will be furnished to the Union not less than five (5) working days prior to the effective date of such rules or amendments. Should any work rules conflict with any law or with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

SECTION 4. - It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees of the Employer under similar circumstances. Any member against whom such rules, policies, and directives are enforced, may challenge the reasonableness and uniformity of their application or interpretation as to him or her through this agreement.

SECTION 5. - In addition to work rules it is understood that the Employer has statutory authority to promulgate policies, procedures and directives to regulate the conduct of the Employer's business. Such matters, if reduced to writing, shall be made available to the Union and said application herein shall in no way infringe upon the constitutional rights of employees, nor violate this agreement.

SECTION 6. - All new employees for the duration of this agreement shall be supplied with a personal copy of this agreement immediately upon reporting for work.

ARTICLE 37 MISCELLANEOUS

SECTION 1. - Employees shall be allowed by mutual agreement to trade days off on the same shift or shifts where the employees are assigned to different shifts providing that such trade shall not create any additional cost to the Employer. The Employer shall not unreasonably deny but the employee must give advance notice to the supervisor to trade days off.

SECTION 2. - No employee shall be permitted to use the City garage facilities after work until the Service-Safety Director has established written Rules and Regulations & a Hold-Harmless/Indemnification Agreement for said use. Prior to using such facilities employees must sign the prescribed hold harmless/indemnification agreement.

SECTION 3. - The Employer agrees to pay for all approved long distance telephone calls that the employees are required to make in the performance of their duties with the City.

SECTION 4. - The City agrees to meet within thirty (30) days after signing of this agreement on all outstanding unresolved grievances for the purpose of settling the same, if possible.

SECTION 5. - In the event an employee is on sick leave and regains his or her health he or she may return to work. Upon return of the employee from sick leave, any employee working said overtime shall be permitted to be released.

SECTION 6. - Duly elected Union delegates or alternates to the annual conventions of the Ohio Council #8 and the biennial conventions of the American Federation of State, County and Municipal Employees, AFL-CIO shall be granted time off without pay for the purpose of participation in such conventions, but not to exceed fifteen (15) days per year for all employees in the Bargaining Unit. The number of employees shall be limited to three (3) employees for any one such convention. The Union shall notify the City (30) days prior to said conventions, of the employees attending. There shall not be more than one (1) delegate from any City department permitted leave for the same convention.

SECTION 7. - The Employer shall provide annual physicals for employees as may be desirable and as determined by the Employer. The employee shall present a referral slip from their personal physician for these annual physicals to the Safety Service Director. The Employer shall not unreasonably deny these requests.

The physical shall be performed by a physician of the Employer's choice. All expenses not covered by insurance shall be paid by the Employer.

ARTICLE 38 SEVERABILITY/CONFORMITY TO LAW

SECTION 1. - Should any article, section, or portion of this agreement be held unlawful or unenforceable, as a result of any law, court decision, or tribunal determination, that article, section, and/or portion thereof shall have no further force and effect. Such decisions shall apply only to the specific article, section, or portion thereof directly specified or effected by the decision. The parties agree to meet within thirty (30) days for the purpose of negotiating a lawful alternative portion, section, or article.

SECTION 2. - The parties recognize that this Agreement shall be subject to all State and Federal laws and regulations as well as the Constitution of the State of Ohio and the United States of America.

The recognition of O.R.C. 4117 shall not supersede the provisions of this Agreement.

ARTICLE 39
NO STRIKE/NO LOCKOUT

Inasmuch as this Agreement provides a mechanism for the orderly resolution of grievance, and inasmuch as the Employer and the Union recognize their responsibilities to provide uninterrupted services to the citizens of Bellevue:

SECTION 1. - The Union agrees that it, its officers, agents, representatives, employees, or members will not authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, concerted slowdown, or any other interruption of the operations of services of the Employer by members of the Union. When the Employer notifies the Union in person or by certified mail that any of its members are engaged in any job action as outlined above, the Union shall immediately and conspicuously post notice over the signature of an authorized representative of the Union notifying the employees that a violation is in progress and shall instruct all employees to return to work and/or to cease in the prohibited activity.

Should the Union fail to post the notice or should the employees fail to cease the prohibited activity, the Employer shall have the option of invoking disciplinary action against the employees involved and/or the Union.

SECTION 2. - The Employer agrees that neither it, its officers, agents, representatives individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union unless these members have violated Section 1 of this Article.

ARTICLE 40
WAGES

Section 1. - For all members of the Bargaining Unit, there shall be a two percent (2%) base wage increase effective April 1, 2019.

For all members of the Bargaining Unit, there shall be a three percent (3%) base wage increase effective April 1, 2020.

For all members of the Bargaining Unit, there shall be a two percent (2%) base wage increase effective April 1, 2021.

JOB RATES/BASE RATES:	4/1/2019	4/1/2020	4/1/2021
	<u>2%</u>	<u>3%</u>	<u>2%</u>
Waste Water Treatment Operator	23.91	24.63	25.12
Waste Water Treatment Crew Leader	26.54	27.34	27.89
Waste Water Treatment Operator/ Preventative Maintenance Technician	25.79	26.56	27.09
Laboratory Technician	23.91	24.63	25.12
Laboratory Technician in Training	19.03	19.60	19.99
Composting Bio-Solids Reuse Technician	25.79	26.56	27.09
Sewer/Water Maintenance Worker I	23.48	24.18	24.66
Sewer/Water Maintenance Worker II	24.92	25.67	26.18
Vactor Operator/Sewer/Water/Street			
Maintenance Technician - Sewer	25.79	26.56	27.09
Cemetery Sexton Crew Leader	26.54	27.34	27.89
Cemetery Worker II	24.92	25.67	26.18
Quality Assurance Director	23.91	24.63	25.12
Secretary	21.88	22.54	22.99
Finance Clerk I	19.08	19.65	20.04
Finance Clerk II	21.88	22.54	22.99
Finance - Lead Person	22.67	23.35	23.82
Utility Technician	24.92	25.67	26.18
Water Treatment Plant Operator	23.91	24.63	25.12
Water Treatment Plant Crew Leader	26.54	27.34	27.89
Water/Sewer Maint. Worker I - Distribution	23.48	24.18	24.66
Water/Sewer Maint. Worker II - Distribution	24.92	25.67	26.18
Water/Sewer Maint. Crew Leader - Distribution	27.54	28.37	28.94
Maintenance Technician - Water	25.79	26.56	27.09
Laborer	23.48	24.18	24.66
Maintenance Technician - Street	25.79	26.56	27.09
Street Maintenance Worker I	23.48	24.18	24.66
Street Maintenance Worker II	24.92	25.67	26.18
Street Maintenance Crew Leader	26.54	27.34	27.89
Maintenance - Electrician - Service Dept.	26.74	27.54	28.09
Maintenance - Plumber - Service Dept.	26.74	27.54	28.09

SECTION 2. - Water Treatment Plant Operators and Waste Water Treatment Operator(s) shall receive additional pay for obtaining licenses in their field in accordance with the following schedule. This shall be in addition to the hourly rate set forth in Section 1, 2 and 3 and shall be considered part of their base rate of pay:

Class I	\$0.47 per hour
Class II	\$0.71 per hour
Class III	\$0.99 per hour

These amounts shall not be cumulative; i.e. the employee shall be paid for his/her highest license only. In addition, water operators receiving state certification for lab tests shall be paid \$0.10 per hour for each of such certifications to a maximum of an additional \$0.30 per hour.

Bacteriological certification for Water Treatment Plant Operators shall pay an additional \$0.30 per hour.

SECTION 3. - The Waste Water Pollution Control, Quality Assurance Director shall, upon attaining both a Laboratory #1 certification and a Waste Water Pollution Control, Class #1 License shall be paid an additional \$0.71 cent per hour. Upon attaining both Laboratory #2, certification and a Waste Water Pollution Control Class #2 License, the Waste Water Pollution Control, Quality Assurance Director shall be paid an additional \$0.99 cents per hour.

SECTION 4. - Upon obtaining a Collection License, Water/Sewer Maintenance Worker #1, Water/Sewer Maintenance Workers #2 and Water/Sewer Maintenance Crew Leaders permanently assigned to the Waste Water Pollution Control Collection systems shall be paid an additional \$0.30 cents per hour for Class #1; \$0.50 cents per hour for Class #2; and \$0.75 cents per hour for Class #3.

SECTION 5. - Upon obtaining a Distribution License, Sewer/Water Maintenance Workers 1, Sewer/Water Maintenance Workers 2, and Sewer/Water Maintenance Crew Leaders permanently assigned to the Water Distribution system shall be paid an additional \$0.30 per hour for Class I, \$0.50 for Class II and \$0.75 for Class III.

SECTION 6. - Employees required to possess a Commercial Driver's License shall be paid an additional \$0.20 per hour.

SECTION 7. - Effective September 26, 2010, employees shall pay their individual employee contribution to O.P.E.R.S.

ARTICLE 41
P.E.O.P.L.E.

SECTION 1. - Effective 4-1-05, the Employer will deduct from employees earnings, voluntary P.E.O.P.L.E. deductions to the National P.E.O.P.L.E. Committee, and submit monthly any such voluntary contributions to the P.E.O.P.L.E. Qualified Committee, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035, along with the appropriate listings.

SECTION 2. - This voluntary payroll deductions shall be on the appropriate card as reflected in Appendix H.

SECTION 3. - The Union, upon receipt of any such funds, holds the Employer harmless from any claims, as a result of these deductions.

ARTICLE 42
PERSONAL WEB PAGE/SOCIAL NETWORKING
STANDARDS OF CONDUCT

The City encourages the use of social media to further the goals of the City and the missions of its departments, where appropriate. The City has an overriding interest and expectation in deciding what is "spoken" on behalf of the City on social media sites, however. This policy establishes guidelines for the use of social media.

These Standards of Conduct do not prohibit city employees from establishing and maintaining personal social media accounts. But, employees must ensure that their social media activities comply with the Standards of Conduct and other applicable laws.

Elected officials who use the city's official social media should be subject to the same requirements as employees.

Personal use of social media through government technology may lead to:

- Reduced work performance
- Downloading to government servers and distributing the same inappropriate content that may be accessed through the Internet.
- Inappropriate use of government property for political, commercial or criminal activity.

Prohibitions: Employee social media shall maintain the highest level of civility; thus, the following shall be considered inappropriate and inappropriate for posting:

1. Information about actual or potential claims and litigation involving the government.
2. The intellectual property of others, without written permission; content that violates a legal ownership interest of any other party
3. Defamatory material.
4. Obscene, pornographic or other offensive/illegal materials or links.
5. Racist, sexist, and other disparaging language about a group of people.
6. Sexual comments about, or directed to, anyone.

7. Threatening or harassing comments.
8. Profane language or content
9. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation
10. Conduct or encouragement of illegal activity
11. Information that may tend to compromise the safety or security of the public or public systems;

1. Use of Government Time and Property

When employees are on-duty, these Standards of Conduct require employees to protect and conserve government property and to use government property only to perform official duties, unless they are authorized to use government property for other purposes.

2. Reference to Government Title or Position & Appearance of Official Sanction

Employees shall avoid using their titles or positions in any manner that would create an appearance that the Government sanctions or endorses their activities or those of another. Also, social media shall not create the impermissible appearance of governmental sanction or endorsement.

3. Recommending and Endorsing Others on Social Media

Social media networks, particularly those focused on job seeking, sometimes allow users to recommend or endorse the skills of other users. Employees may use social media to make such recommendations or endorsements in their personal capacity.

4. Disclosing Nonpublic Information

The Standards of Conduct prohibit employees from disclosing nonpublic information to further their private interests or the private interests of others. Employees must follow the rules regarding the disclosure of nonpublic information when using social media.

ARTICLE 43 USE OF PERSONAL COMMUNICATION DEVICES WHILE OPERATING A CITY VEHICLE OR WHEN OPERATING YOUR PERSONAL VEHICLE ON CITY BUSINESS

Personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. The City encourages a reasonable standard of limiting personal calls to rest and meal periods. Personal calls should be made on non-work time. Flexibility will be provided in circumstances demanding immediate attention.

PERSONAL USE OF COMPANY PROVIDED CELLULAR TELEPHONES

The City may issue a business cell phone to an employee for work-related communications. These phones are to be used for business reasons only. Phone bills may be audited to ensure no unauthorized use has occurred. Personal calls shall be limited to emergencies only. Employees in possession of city-owned cell phones are expected to protect the equipment from loss, damage or theft. Upon termination of employment or at any time upon request, the employee may be advised to produce the phone for return or inspection. The employee agrees to present the cell phone immediately upon request.

SAFETY ISSUES FOR CELLULAR TELEPHONE USE

Employees shall refrain from using a phone (whether personal or city-owned) – for telephone calls, texting, or other communications via social media or otherwise, while operating a motor vehicle. Employees are strongly encouraged to pull off to the side of the roadway and safely stop the vehicle before placing or accepting a call. If accepting a call is unavoidable, employees shall use their hands-free options and keep their attention on the roadway.

Employees who are charged with traffic violations resulting from the use of their cell phone while driving will be solely responsible for all liabilities that result from such actions.

ARTICLE 44 DURATION

SECTION 1. – Except as otherwise provided herein, this Agreement shall be effective as of 12:01 a.m., April 1, 2019, and shall remain in force and effect until 12:00 midnight, March 31, 2022, provided however; that it shall be renewed automatically on its termination date for another year in the form that it is written, unless either party gives written notice to the other party of their desire to negotiate, modify or amend this Agreement.

SECTION 2. - In the event either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date, which shall not be the anniversary date set forth herein.

SECTION 3. - The parties may utilize the services of the Federal Mediation and Conciliation Service, U.S. Government, provided both parties mutually agree, or the State Employment Relations Board and ORC 4117 provisions. In the initial meeting between the parties, the parties shall establish guidelines for the conduct of negotiations.

IN WITNESS WHEREOF, the parties have executed this instrument at Bellevue, Ohio, this 25th day of March, 2019.

For Local 2571:

Dan Schoen
President, Dan Schoen

Ross Tucker
Ross Tucker

Brandon Good
Brandon Good

David L. Blyth
David L. Blyth
AFSCME Ohio Council 8

Date: 3.15.19

For the Employer:

Michael E. Lantz
Michael E. Lantz
Safety Service Director

Date: 3/25/2019