



Mount Vernon

AGREEMENT

Between

THE CITY OF MOUNT VERNON

And

**Dan Emmett Chapter of/
And the Ohio Civil Service Employees
Association, Local 11/
American Federation of State,
County, and Municipal Employees,
AFL, CIO**

SERB Case # 2022-MED-02-0153

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ARTICLE 1 STATEMENT OF PURPOSE

This Agreement is entered into by the City of Mount Vernon, hereinafter referred to as “the City,” and the Dan Emmett Chapter of/and The Ohio Civil Service Employees Association, Local 11/American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union” or the exclusive “Bargaining Agent.” The parties agree to be bound by the terms and conditions outlined in this Agreement. The Agreement is intended to promote harmonious relations between the City and the Union, to establish equitable and peaceful procedure for resolution of differences, and to establish fair wages, hours, and other terms and conditions of employment.

ARTICLE 2 UNION RECOGNITION

2.1 Bargaining Unit The City recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, benefits, and other terms and conditions of employment for all those employees of the City in the bargaining unit described below. Where used in this Agreement, the term bargaining unit shall be deemed to include those individuals regularly employed in and holding the following classifications:

- Engineering Technician Job # 115, 156
- Laboratory Technician/Pre-Treatment Coordinator Job # 122
- Utilities Operation Crew Chief Job # 144
- Chief Operator in Water Plant Job # 106
- Chief Operator in Waste Water Treatment Plant Job # 106
- Traffic Signal Technician/ Equipment Operator..... Job # 142
- Public Works Crew Leader.....Job # 157
- Operations and Maintenance Technician (I-IV).....Job TBD
- Public Utilities Technician (I-III).....Job TBD
- Public Works Technician.....Job TBD
- Customer Support Specialist (I-II).....Job TBD

2.2 Exclusions All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

2.3 Management Employees Management, confidential, temporary, part-time (under 20 hours per week) substitute, and seasonal employees shall not be included in the bargaining unit.

2.4 Clarification If a dispute occurs between the City and the Union as to whether a classification should be included or excluded from the bargaining unit, the parties will discuss the matter and, if they are unable to reach agreement, both parties shall mutually file a petition with SERB requesting a unit clarification determination with respect to the inclusion or exclusion of that classification. This section establishes mutual consent under OAC. Paragraph 4117-5-01.

2.5 Job Classifications The City shall establish all duties and responsibilities for each job classification covered by the bargaining unit. Listing the job classifications in Section 2.1 has no effect on the City’s right to add or eliminate classifications. If an employee’s job is changed substantially, the Union may demand to bargain over a wage adjustment. If the parties cannot

agree to a wage adjustment, they shall submit one last best offer to an arbitrator selected in accordance with Article 12 of this Agreement.

A substantial change occurs in an employee's classification when over 50 percent of new, previously unassigned work has been added to his core responsibility (primary ranked duty).

ARTICLE 3 DUES DEDUCTION

3.1 Deductions According to Law All dues deductions shall be made in accordance with state and federal statutory and case law.

3.2 Membership after Probationary Period The City and the Union agree that membership in the Union is available to all employees occupying classifications as have been determined by this Agreement to be appropriately within the bargaining unit, upon the employees' successful completion of their individual new-hire probationary periods.

3.3 Deductions The City agrees to deduct regular Union membership dues, fees and assessments once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (see Appendix A) must be presented to the City by the employee. Upon receipt of the proper authorization, the City will request the Auditor to deduct Union dues, fees and assessments from the payroll check for the next calendar week following the pay period in which the authorization was received by the City and in which Union dues are deducted, and to send all collected dues, fees and assessments to the Comptroller of the Union or his designee in Columbus, Ohio, once a month.

3.4 Indemnification It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees and assessments and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

3.5 Relief From Obligation to Deduct The City shall be relieved from making such individual check-off deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed upon leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or the terms of this Agreement.

3.6 Inadequate Wages The City shall not be obligated to make dues, fees or assessment deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, fees and assessment deductions.

3.7 Claims Against City It is agreed that neither the employee nor the Union shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred.

If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.

3.8 Notification of Rates of Dues The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Comptroller of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues, fees or assessment deduction.

3.9 Authorization for Check-off All employees in the bargaining unit who, on the effective date of this Agreement, are members of the Union and all employees who thereafter become members shall, as a condition of employment, remain members of the Union for the duration of this Agreement. Employees who wish to terminate their membership may do so by providing notice to the Union at its principal offices during a thirty (30) day period commencing sixty (60) days prior to the expiration date of the Agreement.

3.10 Submission of Dues to Union All dues, fees and assessment deductions, at the City's option, upon written or electronic notice to the Union, may be canceled upon the termination date of this Agreement.

ARTICLE 4 UNION REPRESENTATION

4.1 Notice to City and Access to Facilities The Union agrees to notify the City by letter from the Union headquarters of the State Officers and professional staff representatives who normally service the local.

The City agrees to permit one (1) State union representative access to the City's facilities and worksites during the working hours upon advance notice to the City. Such visitations shall be for the purpose of participating in the adjustment of grievances and attending other meetings, as permitted herein.

4.2 List of Union Officers The Union agrees to provide the City a list of local officers' names and positions held. The Union agrees to keep the list current.

4.3 Designation of Stewards The Union will designate one (1) steward for each shift in each department. The Union will select one (1) steward as Chief Steward. In the absence of the steward assigned to the represented group, as noted above, the Chief Steward will have the same privileges as the steward, with the added responsibility of representing stewards.

4.4 Local President The Local President has the same privileges and may act in the place of the Chief Steward.

4.5 Release for Steward A steward involved in representation of an employee at a grievance presentation or disciplinary conference, will be permitted to leave his work and work area to represent that member at the meeting, provided the steward has received approval from his Department Head and provided the steward notifies his Department Head of his time of departure from and upon his return to the job. Approval shall not be unreasonably withheld. The City will provide a log record for this purpose.

If the meeting is scheduled during the steward's duty hours, the steward shall not suffer any loss of pay while attending the meeting.

4.6 Local President Time for Grievance Investigation The Local President and Chief Steward will be permitted forty (40) hours each annually to investigate grievances without loss of regular straight time pay or benefits. They may arrange with the Safety-Service Director for a transfer of time from one to the other.

Each will note on the steward's log when he is investigating grievances.

4.7 Written Certification of Union Representative An employee shall not be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

4.8 Non-Work time for Investigation of Grievances The investigation and writing of grievances shall be on non-work time, except as provided in Sections 4.3 and 4.6.

4.9 Union Activity Rules Rules governing the activity of Union representatives are as follows:

- (a) The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement.
- (b) The Union shall not conduct Union activities in any work area off duty without notifying the supervisor in charge of that area of the nature of the Union activity.
- (c) The Union employee (president or steward) shall cease unauthorized Union activities immediately upon request of the supervisor of the area in which Union activity is to be conducted or upon the request of the president's or steward's immediate supervisor.

4.10 Union Meetings Meetings of the committees of the Union will be permitted on City property, when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question.

4.11 Prosecution of Employees Unless the City intends to prosecute an employee, in which case an employee may invoke his right not to incriminate himself employees ordered to answer questions during an investigation shall do so or be subject to discipline. If an employee refuses to answer a question during an investigation without being provided his/her Garrity warning,, the City shall make its employment decisions based on its information. If the City intends to criminally prosecute an employee, it shall notify him of its intent to do so. An employee given his/her Garrity warning shall respond to questions and the failure to do so will be considered insubordination which refusal may be the basis for discipline.

ARTICLE 5 BULLETIN BOARD

5.1 Bulletin Board Space Employees shall be provided bulletin board space for use by the Union to enable their members to see notices posted when reporting to or leaving their work stations.

5.2 Limitations The items posted shall not be political partisan or defamatory.

ARTICLE 6 LABOR MANAGEMENT MEETINGS

6.1 Meetings Once per quarter at the request of either party, the Safety-Service Director and/or his designees shall meet with not more than five (5) employee representatives and one (1) professional staff representative of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

6.2 Agenda An agenda will be mutually agreed to at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- (a) Discuss the administration of the Agreement;
- (b) Notify the Union of changes made by the City which affect bargaining unit members of the Union;
- (c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- (d) Disseminate general information of interest to the parties;
- (e) Discuss ways to increase productivity and improve efficiency; and
- (f) Consider and discuss health and safety matters relating to employees.

6.3 Purpose of Meetings It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened within five (5) days.

6.4 Limits on Meetings Labor/management meetings are not intended as negotiation sessions to alter or amend the basic Agreement.

6.5 Time for Meetings Bargaining unit employees representing the Union, as authorized by this Agreement, in labor/management meetings shall be given sufficient time without loss of pay or benefits to attend these meetings, provided operational needs do not require the employee's presence at the worksite. The City shall not be required to pay employees for attending during their non-working hours. The City shall normally schedule the meetings during working hours.

6.6 Notice to Supervisors As a courtesy and to facilitate the adjustment of work schedules, the Union representatives will personally notify immediate supervisors and department heads of the dates and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

ARTICLE 7 MANAGEMENT RIGHTS

7.1 Rights Reserved to Management Except to the extent expressly abridged only by the specific articles and sections of this Agreement the City reserves, retains and possesses, solely and exclusively, all the inherent rights and authority to manage and operate its facilities and programs. Such rights shall be exercised in a manner which is not inconsistent with this Agreement.

7.2 Sole and Exclusive Rights The sole and exclusive rights and authority of the City include specifically, but are not limited to, the rights listed in O.R.C. Section 4117.08(C), numbers 1-9:

- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public employer as a governmental unit.

7.3 Residual Rights The City does not have to bargain over its management rights or their effects.

ARTICLE 8 NON-DISCRIMINATION

8.1 Joint Agreement Neither the City nor the Union and its officers, shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, age (over 40), political affiliation, handicap, or membership in the Union.

8.2 Gender All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

8.3 Union Membership The City agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraints, or coercion by the employer or any employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

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

8.5 Union Non-Interference The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or Union activities.

ARTICLE 9 NO STRIKE NO LOCKOUT

Inasmuch as this Agreement provides machinery for orderly resolution of grievances, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Mount Vernon. Therefore:

9.1 Union Agreement The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the City, or other concerted activity, by its members or other employees of the City. When the City notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post notice, the City shall have the option of canceling any Article, Section, or Subsection of this Agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

In the event any other Union or group of employees of the City engages in any kind of interruption of the City's business by way of strike or work stoppage of any kind, or other concerted activity, employees in the bargaining unit of this Agreement shall make every effort to come to work or continue to work. In the event such strike or work stoppage presents an immediate and imminent threat of physical harm to a bargaining unit employee and the City does not attempt to provide the employee with reasonable protection, the employee need not work but will not be paid for time lost.

9.2 City Agreement The City agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, Caddie, aid or condone any lockout of members of the Union, unless those members shall have violated Section (a) of this Article.

ARTICLE 10 WORK RULES AND DIRECTIVES

10.1 Right to Promulgate Work Rules The parties recognize that it is the philosophy of the City that, to the extent reasonable, bargaining unit members will be put on notice, in writing and in advance of any alleged violations, of work-related conduct expected of them by the City and their fellow workers. The parties further understand that it is in the interest of the City to protect the rights and wellbeing of all bargaining unit members of the City while not unduly restricting

the generally accepted individual rights of any employee. Therefore, the City shall promulgate written work-related rules in each department. These rules shall be made available to each bargaining unit member within ninety (90) days after completion of this Agreement.

10.2 Distribution of Work Rules The City agrees that, to the extent any policies and procedures have been or will become reduced to writing, every bargaining unit member shall have access to them for the duration of this Agreement. Copies of newly established written policies and procedures or amendments to existing work-related rules will be furnished to and, when requested in writing by the Union, discussed with the Local President and/or Chief Steward or his designee of the Union at least seven (7) calendar days prior to the effective date of such rules or amendments. Should any policies and procedures conflict with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

10.3 Uniform Application It is the City's intention that policies and directives are to be interpreted and applied uniformly to all bargaining unit members under similar circumstances. The City may, however, establish different work rules and practices to meet the specific needs of a shift or classification. Of course, any member against whom such rules, policies, and directives are enforced, may challenge the reasonableness or uniformity of their application or interpretation through grievance procedure.

10.4 Right to Issue Rules, Reasonable Notice It is understood that the City has the exclusive authority to promulgate work related policies, procedures, and directives to regulate the conduct of the City's business. Such matters, whenever reasonable, will be reduced to writing and made available to all members. The City shall provide the union reasonable notice of all changes in work rules.

10.5 Copies Available to New Employees All new bargaining unit members for the duration of this Agreement shall be supplied by the City of all work-related policies, procedures, directives, and this Agreement, in either paper or electronic format, upon reporting to work.

ARTICLE 11 CORRECTIVE ACTION

11.1 Issuing Discipline No employee shall for disciplinary reasons be reduced in pay or position, suspended, discharged, or removed except for just cause. Further, no other form of disciplinary action will be taken against any employee except for just cause.

11.2 Disciplinary Actions Disciplinary action on measures shall include only the following:

- (a) written warning
- (b) written reprimand
- (c) suspension with or without pay;
- (d) forfeiture of paid leave
- (d) reduction in pay and/or position; and
- (e) discharge

Counseling, coaching, and performance improvement plans will not be considered discipline and are not grievable under the Grievance Procedure.

Layoffs and Businesslike Manner Layoffs are not disciplinary matters. In most cases, if the City has reason to discipline an employee, it shall be done in a private businesslike manner in order to avoid embarrassing the employee before other employees or the public. The employee shall acknowledge receipt of the disciplinary action taken by signing the disciplinary document. Disciplinary actions not done in private are nonetheless effective.

Union Representation An employee who is requested to meet or confer with a supervisor and who reasonably believes that disciplinary action may result from the meeting, may have his union steward attend with him.

11.3 Written Notice of Discipline When any disciplinary action more severe than a written reprimand is intended, the City shall before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action.

11.4 Progressive Discipline (a) Except in extreme instances wherein the employee is found guilty of serious misconduct including conduct that is potentially criminal, dishonesty, insubordination, sexual harassment, etc., or instances where the conduct of the employee justifies more severe discipline (up to and including discharge), discipline will normally be applied in a corrective, progressive, and uniform manner in accordance with this Agreement.

(b) Progressive discipline and the level of discipline shall take into account the nature of the violation, the impact on the Department and City, the employee's record of discipline and the employee's record of performance and conduct.

11.5 Record Retention Records of oral and written reprimands shall cease to have force and effect and shall be stamped as inactive and moved to the inactive portion of the file twelve (12) months after their effective date, and all records of other disciplinary action shall cease to have force and effect and shall be stamped as inactive and moved to the inactive portion of the file eighteen (18) months after their effective date, providing there is no intervening disciplinary actions taken during that time period.

11.6 Appeal of Discipline If a bargaining unit member disagrees with disciplinary action resulting in time off or loss of pay taken, he may use the grievance procedure. The grievance procedure is the exclusive means of appeal of any discipline and civil service or other laws shall not be available to appeal discipline.

ARTICLE 12 GRIEVANCE PROCEDURE

12.1 Purpose and Intent The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard and answered and that appropriate action is taken to correct a particular situation.

12.2 Definitions 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, during its term.

The term "days" for purposes of this grievance and arbitration procedure shall mean calendar days unless specifically stated otherwise.

12.3 Election of Remedies Where the alleged grievance is of a nature that qualifies for investigation or appeal under the rules of the Ohio Civil Rights Commissions or the Equal Employment Opportunity Commissions, the aggrieved employee may only appeal the grievance through Step 3 of this Agreement and may not arbitrate said grievance under this Agreement, unless the employee first waives any and all recourse he has through those agencies. The City will provide a form for this purpose. If the agencies determine they have no jurisdiction over this matter, the waiver is void and the employee may seek arbitration under this Agreement within fourteen (14) calendar days of the date of such a determination.

12.4 Grievance Procedure Rules All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. If the supervisor and the department head are one and the same, the grievance shall be submitted to the person who is in line of authority over the grievant and is not a member of the bargaining unit. Grievances involving suspension or discharge may be initiated at the Safety-Service Director step.

A grievance may be brought by a member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting members in the same manner, one member selected by each group shall process the grievance. The grievance shall include the names of all employees included in the group.

Any grievance not answered by management within stipulated time limits may be advanced to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties.

All written grievances must contain the following information:

- (a) aggrieved employee's name and signature;
- (b) aggrieved employee's classification;
- (c) date grievance was filed in writing;
- (d) name of supervisor with whom grievance was discussed;
- (e) date and time grievance occurred;
- (f) where grievance occurred;
- (g) description of incident giving rise to the grievance;
- (h) Articles and Sections of Agreement violated;
- (i) resolution requested; and
- (j) date grievance was first discussed

12.5 Grievance Steps The following steps shall be followed in the processing of a grievance, in order for a grievance to receive consideration.

INFORMAL STEP: A bargaining unit member having a grievance will first attempt to resolve it informally with his immediate supervisor as a preliminary step prior to pursuing the formal steps

of the grievance procedure. There shall be no Union representation at this informal step. The immediate supervisor shall provide a verbal answer to grievant within fourteen (14) calendar days.

STEP 1 - IMMEDIATE SUPERVISOR: If the employee and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the employee may process the grievance to Step 1 of the procedure, the grievant will present the alleged grievance, in writing, to his immediate supervisor, not in the bargaining unit, as soon as possible but not to exceed fourteen (14) calendar days after the event or circumstance giving rise to the grievance has occurred, using the form jointly developed by the parties. It shall be the responsibility of the immediate supervisor to investigate, schedule, and hold a meeting within fourteen (14) calendar days following the day on which the immediate supervisor held the meeting with the grievant.

STEP 2 - DEPARTMENT HEAD: Should the grievant not be satisfied with the answer he received at Step 1, the employee may process the grievance to Step 2 of the procedure. The grievant must present the alleged grievance to the department head within fourteen (14) calendar days following the reply at Step 1. It shall be the responsibility of the department head to investigate, schedule, and hold a meeting within fourteen (14) calendar days from the date the grievance was submitted with the grievant, and provide written answers to the grievant within fourteen (14) calendar days following the day on which the department head was presented the grievance.

STEP 3 - SAFETY-SERVICE DIRECTOR: The employee may process the grievance with the Safety-Service Director and/or his designee within fourteen (14) calendar days after receiving the Step 2 reply. The Safety-Service Director and/or his designee shall have fourteen (14) calendar days in which to hold a meeting with the aggrieved employee. He shall investigate and attempt to adjust the matter and shall respond to the grievant with a written answer within fourteen (14) calendar days, following the meeting. The Safety-Service Director will meet privately with the grievant prior to the meeting, if the grievant so requests.

12.6 Employee grievance, representation When an employee covered by this Agreement represents himself in a grievance, no settlement shall conflict with any provision of this Agreement. An employee may choose one (1) other employee, who shall be a union steward, to accompany him in Step 1, 2, and 3 of this procedure. In addition to the union steward at Step 3, the grievant may have a professional staff representative present.

Additional representatives It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that in the interest of resolving grievances at the earliest possible step of the grievance procedure it may be beneficial that other representatives not specifically designated be in attendance. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend such meeting, if such additional representative(s) has input which may be beneficial in attempting to bring resolution to the grievance.

12.7 Grievance Form The City and the Union will use the grievance form currently in use. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

12.8 Arbitration Should a grievant, after receiving the written answer to his grievance at Step 3 of the grievance procedure, still feel that the grievance has not been resolved to his satisfaction, he may, through the Union, request that it be heard before an arbitrator. The Union must make written application to the Safety-Service Director for arbitration within fourteen (14) calendar days of his receipt of the written answer from the Safety-Service Director at Step 3, and it is understood that the Union shall make the determination as to whether to arbitrate a grievance. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the City.

12.9 Arbitrability The first question to be placed before the arbitrator will be whether or not the alleged grievance is related to matters specifically covered by the Agreement. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator in the same hearing. If the grievance is not arbitrable, the grievance will be considered concluded at that point and the arbitration costs will be paid by the losing party.

12.10 Request for Panel of Arbitrators Upon receipt of a notice to arbitrate, the parties will request a panel of potential arbitrators from the Federal Mediation and Conciliation Service. The parties will choose an arbitrator by alternatively striking names from the panel until one name remains. FMCS will be notified of the arbitrator and a hearing will be scheduled within forty-five (45) calendar days of selecting the arbitrator. If the chosen arbitrator is unavailable to hold a hearing in 45 calendar days, the parties can mutually agree to a later date. Absent mutual agreement, the arbitrator stricken last from the list will be contacted. If that arbitrator cannot hold a hearing within 45 calendar days and there is not mutual agreement to extend, the parties will request another panel from FMCS.

12.11 Arbitrator Authority The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and he shall be without power or authority to make any decisions:

- (a) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
- (b) Concerning the establishment of wage scales.
- (c) Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
- (d) Granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.

12.12 Arbitrator's Decision The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Safety-Service Director, the spokespersons, and the grievant. The decision of the arbitrator shall be final and binding on the parties.

12.13 Costs of Arbitration The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expenses of any witness shall be borne, if at all by the party calling them. The fees of the

court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

12.14 Written Decision The arbitrator shall render in writing his findings and award as quickly as possible after the hearing, and shall forward such findings, awards, and all supporting data to the office of the Safety-Service Director of the City and to the Columbus headquarters of the Union within no more than thirty (30) consecutive calendar days. Arbitration proceedings shall take place in the City of Mount Vernon.

12.15 Binding Award The parties agree that the terms and conditions of the arbitrator's award are binding on both the City and the Union.

12.16 Extension of Time When a grievant, supervisor, department head, or Safety-Service Director is required to perform an act under this grievance procedure that falls on his scheduled day off, or during paid leave or approved leave without pay, he shall have through his new working day to perform the act but no more than seven (7) calendar days beyond the date the act is required to perform.

12.17 Good Faith Efforts to Schedule It is agreed that the language Contained in this Article, to the extent that it requires the Employer to schedule and hold a grievance hearing within a set time frame, will be satisfied by good faith effort and that the time limits contained in this Article may be extended if either party is absent from work on the actual due date. If an absence occurs on the day of an arbitration, resulting in a postponement or cancellation of the arbitration, the side whose party is absent shall pay any arbitrator's fee for that day.

ARTICLE 13 PERSONNEL FILES

13.1 Intent It is recognized by the parties that the City must prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the City. However, to the extent that any records, papers, or other documents covering bargaining unit members are not legitimately considered unavailable to review by such members, every member shall be allowed to review his or her personnel file at any reasonable time upon request. If any member is involved in a grievance regarding such matters in his personnel file may be material, the affected employee's Union representative shall also be granted the use of the members personnel file at reasonable times where such access is authorized in advance, by the bargaining unit member.

13.2 Inaccurate Information For the duration of this agreement, if a bargaining unit member, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he/she has access, the member may write a memorandum to the Safety-Service Director or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Safety-Service Director sustains such allegations he shall do one of the following:

- (a) The member's memorandum may be attached to the material in question and filed with it and the Safety-Service Director or his representative shall note thereon his concurrence; or

- (b) The Safety-Service Director or his representative may remove the inaccurate material from the personnel file if he feels that its inaccuracies warrant such removal.

13.3 Review of Materials For the duration of this Agreement any new material placed in the bargaining unit member's personnel file, after the effective date of this Agreement, which is not legitimately excluded from review by the member, may be reviewed.

13.4 Clarification of Materials If the member feels that clarification of such material is necessary, the member may submit to the Safety-Service Director or his representative a written, clarifying or explanatory memorandum not to exceed one (1) page in length. Unless the memorandum contains derogatory or scurrilous matter regarding the administration or any other employee, the Safety-Service Director will immediately have such memorandum attached to the material to which it is directed and placed in the member's personnel file. Review by the employee shall be at reasonable hours.

ARTICLE 14 PROBATION PERIODS

14.1 New Hire Every newly hired full-time employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one hundred eighty (180) days. Probationary employees may be removed during their initial probationary period without cause .

14.2 Promoted Employees and Employees Who Voluntarily Transfer A newly promoted employee or employee who voluntarily transfers from a higher classification to a lower classification shall serve a probationary period of one hundred twenty (120) days. An employee in a probationary status under this section may be removed from his new position without cause, which action shall not be subject to the grievance procedure or civil service appeal, or he may request to be returned to his former position during the probationary period. The City shall place the employee so removed or returned in a position in the classification held immediately prior at the appropriate rate of pay for that classification.

14.3 Probationary Employees Not Eligible for Membership or to File Grievances Probationary newly hired employees may neither join the Union nor file grievances until they have satisfactorily completed their New Hire Probationary Period nor shall the probationary period removal be grievable under the grievance and arbitration procedure nor appealable under civil service.

14.4 Reclassification of Employees Should the City reclassify any employee, he shall not be required to serve another probationary period.

ARTICLE 15 PROMOTIONS AND TRANSFERS

15.1. Terminology A vacancy is an opening in a permanent full-time or permanent part-time position within the bargaining unit which the City decides to fill. A lateral transfer is the movement by an employee to a position in the same classification and in the same pay rate as

that currently held by the employee. A promotion is the movement of an employee to a posted vacancy in a classification with a higher pay rate than that currently held by the employee. This article also includes transfers from a higher classification to a lower classification.

15.2. Posting The department shall post a city-wide vacancy notice naming the available job, describing the required duties and responsibilities, and outlining minimum qualifications and the probationary period. The City may also advertise the position in the local newspaper and employment agencies if it is not satisfied with candidates from the City or Department. The job posting shall be for no longer than seven (7) working days, including the first working day of the posting. An employee must submit his written request to the Safety Service Director during the posting period or he has waived his right to be considered for the vacancy.

15.3. Selection The City decides all promotions, lateral transfers and voluntary transfers. The City shall select the candidate it deems most qualified by considering the candidate's skill, qualifications, experience, potential, and, if an employee is a candidate, total years of continuous service and overall job record. The City may measure a candidate's skill, qualification, or potential to perform an available job through job-related testing or other objective means.

ARTICLE 16 HOURS AND OVERTIME

16.1 Normal Work Week The normal work week for all regular bargaining unit employees covered by this Agreement shall be forty (40) hours in pay status work in five (5) consecutive eight (8) hours' days, exclusive of the time allotted for meals, during the period starting 12:01 am Sunday to 12:00 pm midnight Saturday, except where different hours are necessary to meet operations requirements as is the case of operators of Water/Waste-Water Plant.

This Section shall not constitute or be construed as a guarantee of hours of work per day or per week, and the City reserves the right as operational needs and conditions require to establish and/or change work hours and work scheduling.

16.2 Overtime For bargaining unit members working the normal week schedule described in Section 1, all hours worked or paid status hours in any work week in excess of forty (40) hours per week or in excess of eight (8) hours per day shall be compensated at the rate of one and one-half (1 and 1/2) times the straight time hourly rate calculated on a forty (40) hour basis. All hours worked in excess of eight (8) consecutive hours will be paid at the rate of time and one-half unless the initial eight (8) hours were already on an overtime rate.

Open shifts created by any means of time off and being less than three (3) consecutive days off shall be offered as overtime. Open shifts of three (3) or more consecutive days shall be filled by changing the day shift operator's schedule as the schedule allows.

A minimum of five (5) work days written notice will be provided to bargaining unit employees affected by a work schedule change, except when changes are necessitated by emergency situations; however, a bargaining unit employee will not be required to change his posted schedule solely to avoid the payment of overtime pay to such employee. Further, this Section shall not be construed to give the City the right to reduce the work week of any bargaining unit employee below forty (40) hours per week.

If it becomes necessary to consider reducing the work week, the City shall meet with the Union and any reduction in the work week shall be by mutual agreement between the parties.

16.3 Alternate Work Weeks The language in Section 16.1 establishing the normal work for all regular bargaining unit employees at forty (40) hours only describes the most common work week among bargaining unit members, and neither that section nor the prohibition in Section 16.2 against reducing a bargaining unit employee below forty (40) hours per week prohibits the City from establishing or maintaining a lesser number of hours in the work week for part-time employees.

16.4 Pyramiding Prohibited There shall be no pyramiding of overtime for the same hours worked.

16.5 Show-Up Pay Any bargaining unit employee who shows up for work at his scheduled starting time on any regularly scheduled day (unless notified beforehand) or for previously scheduled overtime shall receive a minimum of four (4) hours' pay for each incident, at the applicable hourly rate, where the City cannot provide work for the bargaining unit employee.

16.6 Call-In Pay Any bargaining unit employee who accepts a request by the City to work during hours outside his regularly scheduled straight-time hours, which hours will not about his regularly scheduled shift hours on that day, will receive a minimum of four (4) hours' pay at the applicable hourly rate.

16.7 Flex Time Where practical and feasible, the City may allow bargaining unit members to adjust their starting and quitting times.

ARTICLE 17 ROTATION OF OVERTIME OPPORTUNITIES

17.1 No Guarantee Overtime is not guaranteed.

17.2 Rotation of Overtime When the City assigns overtime, it will rotate overtime opportunities among qualified bargaining unit employees in the appropriate classification. The City agrees to post and maintain overtime rosters that shall be made available for inspection. Overtime rosters shall be posted on appropriate bulletin boards in the appropriate facility and will include a list of overtime hours worked and refused, with overtime offered to the bargaining unit employee within the department or unit who, on the roster, has the fewest aggregate hours worked and refused among those qualified to perform the work being assigned.

17.3 Procedure for Overtime Equalization The following rules shall apply to overtime opportunity equalization employees.

- (a) The equalization groups shall be by job classification of qualified employees.
- (b) The department head may designate to the supervisor in charge of the shift the responsibility of calling the bargaining unit employees based on the board computations of overtime credits. If a bargaining unit employee is not at home to receive the call the

supervisor in charge shall credit said member with overtime refused for the assignment requested after reasonable effort to contact, and may proceed through the roster. In case of equal hours credited, the most senior employee will be offered overtime first.

- (c) A bargaining unit employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused. If a bargaining unit employee is ordered to work overtime after refusing, he shall be credited with only the hours worked.
- (d) Overtime hours worked after the end of a shift for completion of an ongoing assignment, shall not be recorded on the roster nor included in overtime opportunity equalization calculations. Section (d) does not apply to the Street Department.
- (e) When the City requires overtime, it shall provide employees reasonable notice before scheduling it. The City shall first request qualified volunteers. If management is unable to get enough qualified employees to volunteer to work the overtime, management shall require qualified employees to come in and work the overtime. Required overtime will be distributed by ordering in the least senior qualified employee on the list and rotating through the list to the most senior qualified employee. Every employee on the list will have a turn on required overtime before starting back with the least senior qualified employee. Employees are required to return a call to management within thirty (30) minutes of receiving a call for overtime. Employees who regularly fail to respond to overtime notification, both voluntary and required overtime, may be disciplined up to and including termination. In some cases, when the task to be performed requires a unique skill possessed by certain employees, the City may assign overtime without regard to volunteers or seniority. Any employee called in to work shall report to work within approximately one (1) hour.
- (f) When a bargaining unit employee's name comes up on the roster while the bargaining unit employee is on vacation, National Guard duty, compensatory time, bereavement leave, injury leave, jury duty, or while he is at approved school, he shall not be charged on the roster for the hours he could have worked had he been available. A bargaining unit employee who accepts overtime, but calls in sick rather than working the overtime, will not be charged on the roster for the hours he would have worked, but he will also not be eligible for sick or personal leave pay.
- (g) Where there are errors in the distribution of overtime opportunities, as determined by agreement between the steward and the department head, the City will be given the reasonable opportunity to correct the error by granting to any employee who has missed an opportunity the next opportunity for overtime within his or her overtime group. On December 31 of each contract year, the total overtime charged to each bargaining unit employee on the roster will be reduced to zero.

ARTICLE 18 COMPENSATORY TIME

18.1 Compensatory Time, limit on Accrual and Maximum Accumulation A bargaining unit employee may accumulate compensatory time off in lieu of overtime to a maximum of 160 hours in each 12 month period from January 1st to December 31st. Any balance of compensatory

time at the end of the twelve (12) month period will be credited to the accumulation maximum for the 12 month period. For example, if an employee has a balance of 20 hours at the end of the 12 month period, that employee will have a beginning balance of 20 hours and may only accumulate 140 hours in the subsequent 12 month period.

18.2 Requests for Comp Time The employee may take compensatory time off with the approval of the department head, or designee.

Once approved, compensatory time may not be canceled without three (3) calendar days' notice, except in emergency situations. Approval will not be unreasonably withheld. If compensatory time is requested with less than seven (7) calendar days' advance notice, then the request can be denied if it will create overtime, or approval can be canceled later if it subsequently becomes known that it will create overtime. Compensatory time requested with at least seven (7) days' notice will not be denied or subsequently canceled solely because granting the request will create overtime.

18.3 Payout of Comp Time Any accrued but unused compensatory time will be paid only if the employee submits his request for payment by no later than the end of the business day on the Monday (Tuesday if Monday is a holiday) during the week of the pay day. Payment will be made in a separate check.

ARTICLE 19 TEMPORARY ASSIGNMENT AND PAY

19.1 Filling Vacant Original Appointment Within ninety (90) calendar days after an original appointment has been vacated, the City shall decide to fill or to abolish the position. If the City decides to fill the original appointment, it shall initiate the selection process outlined under the Ohio Revised Code.

During the ninety (90) calendar days period, and during the selection process up to the time a new original appointment is made, the City may temporarily assign an employee to perform the work in the vacated position. If a bargaining unit member is temporarily assigned to the vacated position, he shall be paid the existing rate in that classification and in any case no less than his regular rate of pay.

19.2 Temporary Assignment When the City determines a need exists, the City may temporarily assign an employee to fill a temporary need. Temporary assignments shall not exceed one hundred eighty (180) calendar days unless mutually agreed to by the parties. The 180 calendar days starts with the date the temporary assignment is made. The City may make one ninety (90) calendar day extension.

19.3 Rate of Pay in Higher Classification If an employee is required to substitute for another employee in a higher classification, they shall be paid the rate in that classification, unless there is a stepped rate in that higher classification, then they shall be paid at the stepped rate immediately above their current pay rate for all hours worked. Substitute means that the employee is expected to perform all of the job duties in the classification.

This section does not prevent the City from assigning one person from one classification to assist a person in another classification or to perform part of the work described in another classification.

ARTICLE 20 HOLIDAYS

20.1 Holidays All bargaining unit employees will observe the following holidays:

1. New Years Day First day of January
2. Martin Luther King Day Third Monday in January
3. President’s Day Third Monday in February
4. Memorial Day Last Monday in May
4. Juneteenth.....Nineteenth of June
5. Independence Day..... Fourth day in July
6. Labor Day First Monday of September
7. Veteran’s Day Eleventh of November
8. Thanksgiving Day Fourth Thursday in November
9. Day after Thanksgiving Day Fourth Friday in November
10. Christmas Eve Twenty-fourth of December
11. Christmas Day Twenty-fifth of December

20.2 Declared Holidays Any other day so designated by an act of the President of the United States and/or the Governor of this state or the Mayor of Mount Vernon. If the state changes the day on which any of the above holidays are observed, the dates above will change as well.

20.3 Holiday observed A holiday falling on Sunday will be observed on the following Monday, and a holiday falling on a Saturday will be observed on the preceding Friday.

20.4 Alternate Scheduled Employees Full-time bargaining unit employees with work schedules other than Monday through Friday are entitled to pay for any holiday which is observed on their day off.

20.5 Holiday Pay Bargaining unit employees, regardless of their work shift or schedule, are automatically entitled to eight (8) hours’ of holiday pay whether they work on the holiday or not. Part-time employees (over 20 hours) are entitled to holiday pay for that portion of any holiday for which they would normally have been scheduled to work. The recording of the automatic eight (8) hours shall appear on the observed day, unless an employee is scheduled to work on the holiday (as stated in Section 20.1), whereby the automatic eight (8) hours shall appear on the actual holiday.

20.6 Work on Holiday Compensation for working on an observed holiday (as stated in Section 20.3) will be one and one-half (1 and 1/2) times the regular rate in addition to the eight (8) hours of holiday pay as described in Section 20.5. Overtime worked on an observed holiday (as described in Section 20.3) shall be paid at one and one-half (1-1/2) times the regular rate of pay. Overtime worked on a holiday as stated in 20.1 (actual holiday) will be paid at the rate of two (2) times the regular rate of pay.

20.7 Holiday During Leave If a holiday occurs during a period of paid sick or vacation leave, the bargaining unit employees will draw normal pay and will not be charged for sick leave or vacation. On the payroll journal, holiday hours are deducted from sick or vacation leave hours

before the entry is inside on the payroll. An employee scheduled to work on a holiday (as stated in Section 20.1) will not take a vacation day on that day. This will not apply if the vacation is part of a scheduled, week-long vacation.

20.8 Denial of Holiday, Absence A bargaining unit member who is absent without leave on a work day immediately preceding, or immediately after, a holiday may be denied the holiday unless the absence is subsequently excused by the appointing authority. A bargaining unit member who uses sick leave on a day immediately preceding, or immediately after, a holiday may be required to provide a doctor's note. If the employee is unable to provide a doctor's note the employee will be denied the holiday.

ARTICLE 21 VACATION

21.1 City Departments Each full-time forty (40) hour employee of the City shall earn vacation leave upon the completion of years of employment and annually thereafter as follows:

After one (1) year:	88 hours vacation
After six (6) years:	128 hours vacation
After thirteen (13) years:	168 hours vacation
After twenty (20) years:	208 hours vacation

21.2 Carryover of Vacation Leave A bargaining unit employee may carry over eighty (80) hours of his vacation leave beyond his anniversary date by notifying in writing his Department Head. Any additional carry over must be approved by the department head and the Safety Service Director. If hours carried over beyond eighty (80) hour limit are cashed out, the hours will be paid for at the rate in effect at the time earned.

21.3 Vacation Leave Earned Vacation time off and vacation pay is earned in the year preceding. Therefore, a bargaining unit employee shall qualify immediately after each anniversary date for the vacation time corresponding with his/her years of service, and it may be taken during his/her next anniversary year. Any bargaining unit employee leaving the employ of the City for any reason shall receive pay for accrued but unused, pro-rated vacation time.

21.4 Transfer Between Departments If a bargaining unit employee transfers to another department with the City Administration, any unused vacation days which he may have accumulated shall continue to be available for his use. In the case of death, resignation or layoff of a bargaining unit employee, there shall be paid to the member, or to his widow or other beneficiary as provided by statute, in addition to back pay then due, the vacation pay accrued but unused in accordance with this Article.

21.5 Minimum Vacation Leave Requirement A bargaining unit employee must cash in vacation leave not carried over on his anniversary date, provided that a bargaining unit employee must take as time off one (1) week of earned, paid vacation per year. Any vacation hours sold back to the City shall be paid by separate check upon request by the employee to the department heads. Such request must be made to the department head seven (7) calendar days prior to a payday.

21.6 Scheduling Vacation Leave Each department head shall determine the manner for scheduling vacations in his department. Vacations requested with adequate notice under the department's procedure shall not be denied unless another vacation has been approved for another employee on the same shift within the department at the same time. Once approved, vacation is guaranteed.

21.7 Use in One Day Increments Employees may use their vacation days one day at a time. (This means one (1) day only). Day-at-a-time vacation for City employees is in accordance with department policy.

Each department head has final prior approval over the use of day-at-a-time vacation. Employees must provide a minimum of forty-eight (48) hours' notice before using one vacation day. Day-at-a-time vacation shall not create overtime, unless this is unavoidable as is the case of Water/Waste Water Operators.

ARTICLE 22 RESERVED

ARTICLE 23 PERSONAL LEAVE

23.1 Personal Leave Granted All bargaining unit members shall be entitled to twenty-four (24) hours off for any personal business in any calendar year. Use of personal leave shall not create overtime unless absolutely necessary.

23.2 Notice and Approval for Use of Personal Leave An employee may use personal leave upon giving reasonable notice to his department head or supervisor. The request should be in writing. Requests should, when possible, be made a reasonable time in advance of the date or dates requested for use of personal leave, unless the use is for an emergency situation. An employee requesting leave need not state the reason for leave or the nature of the emergency.

ARTICLE 24 UNION LEAVE

Up to two (2) duly elected Union delegates or alternates taking their place shall be allowed up to seven (7) days total annually with pay to attend conventions or annual President's Conferences of the Union and/or AFSCME/OCSEA. Additionally, one (1) employee who is elected to the State Executive Board of the Union may receive up to six (6) days annually with pay to attend scheduled meetings of the Union's executive Board, provided it does not interfere with the City's operations. The Union shall give the City at least one (1) month's written notice of the employees who will be attending such functions. No more than one employee per department may utilize the above leave at any one time.

ARTICLE 25 SICK LEAVE

25.1 Use of Sick Leave Employees will be entitled to sick leave for:

(a) Illness or injury of the employee or a member of his immediate family living with the employee. (In case of a member of the immediate family not living in the same household, the Safety Service Director may approve sick leave when he believes it justified.)

(b) Medical dental or optical examination or treatment of employee or member of his immediate family.

(c) If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.

25.2 Immediate Family Definition of immediate family for the purpose of sick leave is as follows: grandparents, grandparents-in-law, sister, sister-in-law, brother, brother-in-law, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, spouse, child, grandchild, legal guardian, or other person who stands in place of a parent (loco parentis).

25.3 Written Satisfactory Statement for Use of Sick Leave The appointing authority of each employing unit shall require an employee to furnish a satisfactory written signed statement to justify the use of sick leave. If an employee is absent three (3) consecutive days or more, he/she shall provide a doctor's/nurse practitioners certificate stating the nature of the illness to justify the use of sick leave. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action including, but not limited to, dismissal. This shall be uniformly administered.

25.4 Each employee shall be entitled to five (5) hours' credit for sick leave pay for each completed eighty (80) hours' pay.

25.5 Conversion at Separation Except for terminations for just cause, an employee may elect at the time of separation from active service with the City, after ten (10) years of service with the City, to be paid in cash for one-half (1/2) of the value of his accrued but unused sick leave. Such payment shall be based on the employee's rate of pay at the time of the separation and shall be paid only once to an employee.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

The maximum payment which may be made under this Article shall be one-half (1/2) of nine hundred sixty (960) hours accumulated unused sick leave credit provided, after twenty (20) years, an employee shall be entitled to a maximum of one-half (1/2) of one thousand four hundred forty (1,440) hours.

25.6 Conversion at Retirement from City of Mount Vernon Employees who separate from active service with the City because of retirement from City employment, and who have ten (10) years or more of service with the City, may, in lieu of payment set forth in Section 25.5, elect at the time of separation to be paid in cash for the value of their accrued but unused sick leave up to a maximum of one thousand two hundred (1,200) hours. Such payment shall be based on the bargaining unit member's rate of pay at the time of separation and shall be paid only once to any bargaining unit member. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time.

Only an employee who is eligible for retirement and retires with the State Public Employee Retirement System as applicable on the last day of service with the City, shall be eligible to be paid for accrued but unused sick leave in accordance with and subject to the maximums in this Section. Such payment shall be made no later than sixty (60) calendar days after the employees effective date of retirement from City employment.

25.7 Sick Leave Abuse

The parties recognize that regular attendance is necessary. To that end, the parties agree that abuse of sick leave can lead to discipline, up to and including job termination. Abuse of sick leave can manifest by showing either a pattern of sick leave usage or excessive use.

A. Pattern of Sick Leave Use

A pattern of sick leave usage that can be such things as taking sick leave:

1. Immediately before and/or after holidays (as they are listed in Article 20)
2. Immediately before and/or after any scheduled time off
3. Immediately before and/or after calendar weekends (Friday-Sunday)
4. Immediately before and/or after regularly scheduled days off
5. Immediately before and/or after pay days
6. Any one specific day of the employee's workweek
7. Absence following overtime worked

B. Abuse of Sick Leave

Abuse of sick leave can be such things as:

1. Consistent usage of sick leave as it is earned, resulting in an extremely low balance of sick leave as compared to time in service
2. The attempt to use more sick leave than one has accumulated
3. A regular request to use sick leave before it has been credited to the employee's sick leave bank
4. Consistent usage of sick leave for periods of one (1) work day or less
5. Consistent usage of sick leave for non-specific illness (e.g., headache, backache, upset stomach, etc.);

C. Exemptions

For purposes of this section, the following uses of sick leave shall be exempt and shall not be considered either abuse of sick leave nor a pattern of sick leave use:

1. Use of sick leave to supplement bereavement/funeral leave as permitted in Section 26.1

2. Use of Family Medical Leave as permitted in Article 45
3. Use of sick leave where the employee provides written documentation from a medical provider indicating that the use of sick leave was for the employee or a member of the employee's immediate family as the immediate family is defined in Section 25.2
4. Nothing in this section shall prevent the Employer from requiring a second medical opinion and/or a fitness for duty exam, where deemed appropriate. When either a second medical opinion and/or a fitness for duty exam are required by the Employer, it shall be at the Employer's expense.

ARTICLE 26 BEREAVEMENT LEAVE

26.1 Bereavement Leave Bereavement leave shall be granted in the following increments:

- (a) Bereavement leave for a spouse, child, father, stepfather, mother or stepmother will be limited to forty (40) working hours.
- (b) Bereavement leave for a grandparent, grandparent-in-law, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, legal guardian, or other person who stands in place of a parent (loco parentis) will be limited to twenty-four (24) working hours.
- (c) Bereavement leave for an aunt, uncle, or cousin will be limited to eight (8) working hours.

If any additional hours are approved by the City, then they will be charged against a bargaining unit member's sick leave.

26.2 Requests for Bereavement Leave Requests for funeral leave may be made by telephone. A written form confirming the reason for leave must be submitted on return to work. Falsification of a request shall be grounds for disciplinary action including, but not limited to, dismissal.

26.3 Proof of Death Upon request, employees shall be required to furnish satisfactory written proof to justify the use of funeral leave. Falsification of a request shall be grounds for disciplinary action up to and including dismissal.

ARTICLE 27 INJURY LEAVE

27.1 Injury Leave Injury Leave Pay Status may be granted to any City employee who suffers a disabling physical injury while at work and performing work-related duties.

Injury Leave Pay Status will begin following the first day the injury occurred and after the examining physician determines that the injury is disabling in nature. Injury Leave Pay Status will continue until the employee is released by a physician to return to work or for three (3) months (90 Calendar Days), whichever occurs first. An extension of up to three (3) months (90 Calendar Days) may be granted by the City upon the request of the employee and verification by the

examining physician that additional injury leave pay status is necessary. During this period employees will not be charged for or accumulate paid leaves.

FMLA shall be run concurrently with Injury Leave.

27.2 Qualifications Required In order to qualify for Injury Leave Pay Status the employee must:

- (a) Have suffered a bona fide on-duty work related injury.
- (b) The injury must prevent the employee from performing his/her normal duties.
- (c) Report such injury within forty-eight (48) hours of the occurrence, using the approved City Injury Report Form, to his immediate supervisor. This notice requirement does not apply if the injured employee is unconscious or incapacitated at the time of injury.
- (d) Timely comply with all administrative requirements of the City, Worker's Compensation, or the Industrial Commission.
- (e) Report to his/her Department Head of each pay period and inform the Department Head of his/her current medical status.
- (f) Release to the City - All medical records pertaining to the injury's diagnosis, treatment and therapy.
- (g) Comply with any additional reasonable requests that the Service Director deems necessary in regard to the injury.
- (h) Not have refused any transitional work duties offered by the City under the Transitional Work Program discussed in Article 27.9 below.

27.3 Any employee who is granted Injury Leave Pay Status shall, at the request of the Safety-Service Director, submit him/herself to a physical examination by a physician of the City's choice. The City shall pay for the physical examinations. In the event the physician finds that such person is able to resume his/her duties, the employee may be ordered to do so.

27.4 For purposes of this Article, physical injury shall be defined as any injury preventing the employee from performing his or her normal duties, including psychological disorders, but not including stress.

27.5 Injury Leave Pay Status is not to be deducted from the employee's sick leave. After the approved Injury Leave period, including any extensions (no more than six months), if the employee is not able to return to work and perform duties in his/her usual capacity, sick leave days must then be used.

Injury Leave Pay Status applies to current injuries only. Employees claiming recurring injuries from prior incidents are not covered for more than the remainder of the 180 calendar Days initially used for the injury.

27.6 Pay for Injury Leave Pay Status will be an amount equal to the difference between Worker's Compensation and an employee's gross pay for a period of not more than 180 Calendar Days from the date of the injury.

Inasmuch as Worker's Compensation payments are delayed, the City will continue to pay the employee on a regular schedule.

When Worker's Compensation checks are received by the employee, the employee will reimburse the City for the amount of the checks.

27.8 Personal Time Any Personal Time accrued will be forfeited if the Injury Leave Pay Status goes beyond the contract Anniversary Date. There will be no Personal Time carried over into the next year.

27.9 Transitional Work Employees who are injured while at work and performing work-related duties and are, as a result, temporarily unable to perform their normal duties, may be offered, or the City may require, transitional work duties under the Transitional Work Program. An injured employee will be evaluated by a health care professional designated by the City to determine if the employee is capable of performing transitional work duties.

- (a) Transitional Work Program duties will be determined at the sole discretion of the Department Head with final approval of the Safety Service Director and in accordance with the recommendations of the health care professional that evaluates the employee. Transitional Work Program duties may include adjusted work schedules.
- (b) Transitional Work Program duty assignments will not exceed ninety (90) calendar days. At the conclusion of this time period, the employee will either return to full duty or be removed from the Transitional Work Program.
- (c) An employee who does not accept a Transitional Work Program assignment will not be eligible for Injury Leave Pay under this Article for any period of time during which the Transitional Work Program duties were made available. However, if an employee is still unable to assume regular duties at the end of the 90-day transitional work duty assignment, then the employee will be eligible for Injury Leave Pay Status thereafter in accordance with the terms of this Article.

27.10 Exhaustion of Paid Leave A disabled employee shall exhaust their accumulated time off after their Injury Leave Pay Status is over. Employees disabled at that point, that are unable to resume their normal work duties, may be placed on unpaid leave for up to one (1) year from the date that Injury Leave Pay Status began. Employees unable to return to work within one (1) year may be separated and given reinstatement rights as prescribed in the Ohio Revised Code.

27.11 Disability Separation Notwithstanding the provisions of this or other Articles, if an employee, after a medical, psychological or psychiatric examination, is found to be unable to perform the material and substantial duties or essential functions of his position, then the City may disability separate the employee.

An employee who is disability separated may grieve their separation. An employee who is disability separated may, within 2 years of date of separation, be reinstated if the employee is able

to establish they are able to perform the material and substantial duties or essential functions of their position.

If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits.

ARTICLE 28 HEALTH AND SAFETY

28.1 Safety Equipment Where the circumstances deem it necessary employees shall be expected to wear all safety equipment issued by the City. Nothing in this Article is intended to require the City to purchase specific equipment, tools, safety, or first aid equipment. The City agrees that the "Safety Boot Policy" currently in effect will be followed during the life of this Contract and that the policy will not be changed without first bargaining with the Union.

28.2 Safety Issues, Discussion in Labor Management The parties may discuss in Labor Management meetings current health and safety conditions concerning employees. Recommendations made by the L-M Committee are advisory only.

28.3 Time to Review Safety Issues Bargaining unit representatives to the L-M Committee shall be allowed a reasonable amount of time within their department to investigate health and safety conditions, and to attend any Committee meetings scheduled.

28.4 Safe Environment To the extent possible, the City agrees to furnish and to maintain in safe working condition all tools, facilities, vehicles and equipment, and all necessary supplies for same required to safely carry out the duties of each departmental positions. Bargaining unit members are responsible for reporting in writing to the department head, Safety Committee, and Safety-Service Director any unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the City. The Union and the City share equal responsibility and liability for identifying safety hazards and complying with safety rules.

28.5 First Aid and Training Adequate first-aid equipment and training will be provided by the City. The City will provide a minimum of four (4) hours' first-aid training during the first year of the contract.

28.6 Reporting Any equipment, tools, and vehicles which a bargaining unit member in good faith believes to be unsafe shall immediately be reported in writing to his supervisor, department head, Safety Committees and Safety-Service Director. An investigation by the supervisor shall be required and every effort made to correct same immediately. If the bargaining unit member is not satisfied, the Safety Committee is to be notified for their investigation and proper reports made.

ARTICLE 29 TRAINING PROGRAMS

29.1 Training Programs The City may schedule training programs. Bargaining unit members shall attend such training programs, without loss of pay. All approved expenses are paid by the City.

29.2 Approval and Reimbursement With written approval of the applicable department head and the Safety-Service Director, the cost involved in out-service training pursued by a bargaining unit member on a part-time basis within his or her occupational employment, including tuition, registration, laboratory fees, and any other required fees, shall be reimbursed in full for each subject to the bargaining unit member on the following conditions:

- (a) A bargaining unit member must have obtained a "Passing" grade on each subject and present the same when requesting reimbursement.
- (b) If the part-time out-service training is required by the City and occurs during regular work hours, a bargaining unit employee shall be granted leave without loss of pay and with reasonable travel expenses.
- (c) If the part-time out-service training is not required but is approved by the City, a bargaining unit employee shall be granted leave without loss of pay, but will not receive travel expenses.

29.3 Out-Service Training The term "out-service" as used in this Section means training programs not directly related to the bargaining unit member's specific job responsibilities but where there would be mutual benefit to the City and the bargaining unit member in the performance of his job responsibilities. This does not include courses eligible for reimbursement under the Tuition Reimbursement Policy.

At the discretion of Safety Service Director, the City may elect to pay up front for out-service training on behalf of the employee. In the event that the employee fails to achieve a passing grade or complete the training, they will be required to repay the City for the cost of training. Should the employee fail to repay the City in one hundred twenty (120) days, the cost of the failed training will be deducted from their pay.

ARTICLE 30 HOSPITALIZATION & MEDICAL INSURANCE

30.1 Providing Insurance Major medical insurance, dental insurance, and a prescription drug card will be provided to bargaining unit members as follows:

- (a) Major medical insurance and a prescription drug card will be provided to include: \$1000 Single and \$2000 Family deductible plan and a drug card plan.
- (b) Dental insurance will be provided through the City's self-insured plan.

The Employer shall offer group medical, dental, and prescription drug insurance coverage. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the City, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the City, Union, or employees, cease coverage.

The Union will be provided notice at least 30 days prior to implementation of proposed changes or revisions to the insurance coverage. The City agrees to meet with the Union and its

representatives to discuss the proposed changes and revisions and to receive any recommendations or alternatives the Union may present.

It is further agreed and understood that the Employer may modify the terms of the insurance coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider.

30.2 Health Reimbursement Account (HRA) The City will provide an HRA for bargaining unit members in the amount of nine hundred dollars (\$900.00) for single coverage and eighteen hundred dollars (\$1,800.00) for family coverage. Members with single coverage must pay the first one hundred dollars (\$100.00) of the single-plan deductible, after which the City pays the remainder under the HRA. Members with family coverage must pay the first two hundred dollars (\$200.00) of the family-plan deductible, after which the City pays the remainder under the HRA.

30.3 Premium Contributions The monthly premiums for major medical insurance, dental insurance, and the prescription drug card shall be split between the City and bargaining unit members as follows:

The City shall pay 85% of the cost of monthly premiums and the member shall pay 15%.

These percentages are subject to adjustment under the provisions of the Wellness Program in Article 30.4.

30.4 Wellness Program Members and their spouses who receive their major medical insurance, dental insurance, and a prescription drug card through the City shall be subject to the wellness program and set forth in this Article 30.4. The Union and the City agree that wellness programs are regulated by federal and/or state law and that the wellness program may be subject to changes imposed by federal and/or state law during the life of this agreement. In the event federal or state law governing wellness programs is amended, and as a result any provisions in this Article 30.4 are inconsistent with the amended law, then the inconsistent provisions in this Article 30.4 will change to comply with the amended law.

(a) General Description of the Wellness Program. The wellness program consists of an annual health screening and health assessment. The health screening and health assessment will measure the following health indicators:

- (i) tobacco use (nicotine or tobacco products);
- (ii) blood pressure;
- (iii) LDL cholesterol; and
- (iv) hemoglobin A1c.

A physical examination by a doctor may be used in lieu of the health screening so long as it tests the four health indicators listed in this section. Other details on the wellness program may be obtained from the City upon request to the Safety Service Director.

- (b) Affect on Members' Premium Contributions. Participation or non-participation in the wellness program shall affect a member's monthly premium contributions for major medical insurance, dental insurance, and prescription drug card as follows:

Each Contract Year: The member and his or her covered spouse must complete Medical Mutual of Ohio's annual health screening and premiums shall be affected as follows:

- (a) If either the member or the covered spouse fails to complete the annual health screening by the contract year, then the member's premium contribution shall be increased to 25% effective the following January 1st.
- (b) If the member and the covered spouse complete the health screening then the member's premium contribution shall be adjusted as follows, effective the following January first:

First, apply 15% contribution rate to the applicable premium (single coverage or family coverage), then deduct the respective rewards credit as shown in the Wellness Program Rewards

Credit table from the 15% contribution rate.

Wellness Program Rewards Credit

	<u>Single</u>	<u>Family</u>
Non nicotine user - pass all 3 tests.....	\$25.00	\$60.00
Non nicotine user - pass 2 tests.....	\$15.00	\$50.00
Non nicotine user - pass 1 test	\$10.00	\$40.00
Nicotine user - pass all 3 tests.....	\$10.00	\$20.00
Nicotine user - pass 2 tests.....	\$7.00	\$15.00
Nicotine user - pass 1 test	\$5.00	\$10.00

Tests in this section shall include blood pressure, cholesterol (LDL) and glucose A1c.

30.5 Copy of Plan Documents The City will provide the Union President with a copy of the plan documents for the major medical, dental, and prescription drug card coverages.

30.6 Single Family Coverage Only one family medical plan shall be provided to employees whose spouses also work for the City.

30.7 Life Insurance After 180 calendar days, he will be provided a fully paid \$15,000 group life insurance policy.

30.8 Liability All employees shall be covered by liability insurance in amounts determined by the City. The City shall pay the liability insurance premiums.

30.9 Insurance Carrier The Union has the right to provide input into the selection of the insurance carrier. The City makes the final selection of the insurance carrier.

ARTICLE 31 UNIFORMS

31.1 Standard Uniform The standard uniform for any department shall be prescribed by the department head.

31.2 Protective Gear All bargaining unit members needing protective clothing (e.g. one pair of coveralls) shall be outfitted through department heads, to be maintained by the member (except for necessary replacement).

31.3 Lost or Damaged City Uniforms City uniform or equipment lost or damaged in the line of duty will be replaced by the City pending a report submitted in writing to the department head and not in conflict with this Agreement or departmental policies and procedures.

31.4 Personal Property The City shall reimburse an employee for personal property reasonably and necessarily worn or carried when such property is damaged or destroyed as a direct result of the employee's performance of his official duties. Such reimbursement shall not exceed One Hundred Fifty Dollars (\$150.00) per occurrence except eyeglasses and cell phones, which shall not exceed five hundred dollars (\$500.00) per occurrence and shall not be granted if the negligence or wrongful conduct of the employee was a substantial contributing factor to the damage or destruction.

31.5 Personal Property Reimbursement Claims Whenever an employee requests reimbursement for damage to personal property he/she shall follow this procedure:

1. The employee shall immediately contact their supervisor to investigate the damage claim, if possible, personal property should be left in place to allow the supervisor to investigate the claim.
2. The employee shall complete a signed affidavit/statement explaining what caused the damage to personal property. Employees can be disciplined, up to termination, for lying on an official statement.
3. The employee should have any employees who witnessed the incident complete witness statements.
4. The employee will only be reimbursed the actual cost of replacement. If the employee has insurance on the property then the employee will only be reimbursed the insurance deductible, up-to "not-to-exceed" amount.
5. Employees may only receive reimbursement for eyeglasses and cell phone once per contract cycle.

ARTICLE 32 WAGES

Wages for bargaining unit employees are outlined in Appendix A. The effective date of the wage increase for 2022 is the first pay period following contract execution with a lump sum

based on the full pay periods between January 1, 2022 and the effective date of the wage increase. Effective date in proceeding years is the first full pay period in January. Wages for bargaining unit members will be adjusted to reflect the following wage agreement over the term of this contract:

January 1, 2022: 5%
July 1, 2022: 2%
January 1, 2023: 2%
January 1, 2024: 2%

ARTICLE 33 JURY AND WITNESS DUTY

33.1 Jury or Witness Duty An employee called for jury duty by a federal, state or municipal court in Ohio or who is subpoenaed to testify in a pending case of which they are not either the plaintiff or defendant or to testify on a job-related matter by the Employer before a court of law or administrative board or agency shall be granted a leave of absence for the period of jury service or witness service and will be compensated at his regular rate of pay, unless he elects to keep the jury duty or witness pay, in which case he shall not receive his regular pay.

33.2 Jury or Witness Fees To be eligible for jury duty pay or witness pay, an employee shall notify his supervisor in advance. The employee shall remit to the Employer whatever sum is paid to him as compensation for his appearance or service. The employee shall remit a certificate showing evidence that he appeared and served as mentioned above to receive pay for same.

33.3 Release From Jury or Witness Duty If the employee is released from jury duty or witness duty within four (4) hours from the end of the work day, the employee shall return to work.

33.4 Employee as a Party An employee shall not receive pay under this Article for a case in which he is a party, unless he is a defendant in an action that arises out of the performance of his job duties.

ARTICLE 34 SHIFT DIFFERENTIAL

Any employee who is regularly assigned to work between 4:00 p.m. and 12:00 a.m. will be paid a shift differential of \$.20 per hour for each hour actually worked between those hours. Any employee who is regularly assigned to work between 12:00 a.m. and 8:00 a.m. will receive a shift differential of \$.25 per hour for each hour actually worked between those hours. For purposes of computing overtime compensation, any shift differential to which an employee is entitled will be considered part of the straight-time rate of pay. Employees will receive differential pay only for hours actually worked and not for hours paid status but not actually worked.

ARTICLE 35 LONGEVITY

35.1 Longevity Supplement Each employee with five (5) or more years of service will receive a longevity supplement to the hourly pay rate of \$.08 per hour at the completion of the fifth (5th) year of service and an additional \$.05 per hour at the completion of each year of service thereafter, up to and including the completion of the thirtieth (30th) year of service.

35.2 Payment of Longevity The longevity wage supplement will be deducted from the base hourly rate for purposes of applying the annual percentage wage increases called for under this contract and added back to the base hourly rate after the percentage increases are applied.

ARTICLE 36 PERS CONTRIBUTIONS

Upon approval from the Funds, the City will subtract the employees' contribution from their gross pay before taxes are deducted.

ARTICLE 37 SUBCONTRACTING

The City agrees that for the duration of this Agreement, there shall be no subcontracting of any work normally performed by the City's bargaining unit members unless:

- (a) All bargaining unit members in affected classifications are recalled if any were laid off;
- (b) All bargaining unit members in affected classifications are working eight (8) hour work days and five (5) day work weeks;
- (c) The City has given two (2) weeks' prior notice to the Union of its intent to subcontract or its intent to ask for legislation to subcontract any services and has allowed the Union to be heard at a public meeting of the City Council of Mount Vernon, Ohio, on such matters before a decision was made; or
- (d) There is an unforeseeable emergency or catastrophic situation that would deem such action, however, this subcontracting shall not continue for more than thirty (30) days.

ARTICLE 38 NEGOTIATIONS, GROUND RULES

38.1 Location for Negotiations The times and places for negotiating any agreement succeeding the Agreement and the number and pay status of employees representing the Union in those negotiations will be addressed, along with other matters, in the ground rules governing those negotiations.

38.2 Ground Rules The provisions of this article shall constitute the -ground rules for negotiating a successor agreement unless the parties agree in writing to alternate ground rules.

38.3 Terms In consideration of the mutual promises exchanged between them, the parties promise to negotiate in accordance with the terms outlined in this negotiation agreement.

38.4 Negotiations Negotiations will be between the City of Mount Vernon and Dan Emmett Chapter of/and the Ohio Civil Service Employees Association, Local 11/American Federation of State, County, and Municipal Employees, AFL-CIO.

38.5 Location Meetings will be held at a mutually agreeable site.

38.6 Dates and Times Meetings will be scheduled by mutual agreement as necessary. Sessions shall be for four (4) hours maximum, except where extended by agreement of the parties.

38.7 Committees The bargaining committees will consist only of the following:

For the City - Safety-Service Director, City's attorney, and selected department heads.

For OCSEA - Three (3) OCSEA members designated at the first bargaining session.

Pay Status - Employees shall not lose pay while negotiating on their scheduled time. They shall not be paid for negotiating on their time off.

38.8 Chief Negotiator, Tentative Agreement There shall be only one spokesperson for each party, except that he may, on occasion, request one of his team members to address a specific issue.

For the City – Representative

For OCSEA – Representative

It is understood that no tentative agreement on any Article, oral or written, is effective unless specifically agreed to by the chief negotiators for each party. Any agreement which is not approved by the chief negotiators is ineffectual. Bargaining shall only be between the two chief negotiators.

38.9 Data All requests for data shall be in writing. Both parties will cooperate in providing requested information as soon as possible.

38.10 Written Proposals and Materials

- (a) All written proposals and material shall be submitted in sufficient quantity to provide copies for each of the other party's bargaining team, if possible.
- (b) Each party shall submit its entire bargaining package by the second bargaining session. Thereafter, no other bargaining topic may be demanded unless agreed to by both parties.
- (c) Fact-finding shall be limited to addressing those subjects from the parties' most recent proposals not tentatively agreed to during bargaining.

38.11 Agreements

(a) Articles and materials agreed to by the parties will be reduced to writing, duplicated, dated, and initialed by the chief negotiators and Union President as tentative agreements.

(b) It is understood that such tentative agreements, although not finally resolved, shall not be amended without express mutual consent of the parties' chief negotiators.

(c) If tentative agreements are reached on all Articles to be included in the parties' contract, the OCSEA bargaining committee shall present the agreement to its membership for ratification vote. The OCSEA bargaining committee shall then notify the City's chief negotiator about the result of the ratification vote. The City's bargaining committee will then present the agreement to the City Council for its ratification. The City's chief negotiator will promptly notify OCSEA's chief negotiator about the Council's action.

38.12 Recordings No mechanical or other recording devices shall be used during the negotiation sessions. Each party is responsible for taking its own notes.

38.13 Arrangements The date and time of the next meeting shall, if possible, be agreed to before the close of each session.

38.14 Caucus A caucus may be called at any time during negotiations by the chief negotiator of either committee. The caucuses will be part of the regular negotiations meeting. It should not be longer than one (1) hour.

38.15 Media It is agreed that during the negotiation period, including fact-finding, neither party will issue, or cause to be issued any statement to any news media. Negotiations are confidential.

38.16 Negotiations Negotiation timelines are covered by ORC 4117.01 et. seq.

38.17 Fact-Finding The parties shall conduct a fact-finding hearing in accordance with the Ohio Revised Code. During fact-finding, neither party shall unilaterally introduce a topic that was not part of their initial bargaining demands.

38.18 Strike If either party rejects the recommendations of a fact finder the Union will have the right to strike in accordance with the provisions of the Collective Bargaining Act, Ohio Revised Code Chapter 4117.

ARTICLE 39 WAIVER IN CASE OF EMERGENCY

39.1 Suspension of Agreement In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended, until the end of the State of Emergency unless mutually agreed to by the City and the Union:

- (a) Time limits for Management or the Union's replies on grievances; and
- (b) The work rules, agreements, and/or practices relating to the assignment and/or scheduling of employees for the emergency.

39.2 Grievance's Suspended, Resumed Upon the termination of the emergency, should previous valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievances) have properly progressed.

ARTICLE 40 LEAVES OF ABSENCE

40.1 Unpaid Leave of Absence The Safety-Service Director may, at his discretion, grant an unpaid leave of absence for up to six (6) months.

40.2 Return From Unpaid Leave An employee who fails to return to duty within two (2) working days of a completion or a valid cancellation of such leave may be terminated.

ARTICLE 41 EVALUATIONS

Evaluations are a management right. Evaluation forms shall be standardized for all employees. Evaluations shall not be arbitrary. Evaluations shall outline suggestions for improvement.

ARTICLE 42 STAND-BY PAY

42.1 Definitions "Stand-by" occurs when an employee is specifically told to remain at home and is restricted in his life activity for the purposes of having to report to duty immediately upon being called.

42.2 Compensation Employees on stand-by shall be paid twenty-five percent (25%) of their regular rate of pay, but no less than minimum wage, while on stand-by.

ARTICLE 43 LICENSES

43.1 Water and Wastewater Supplements Additional pay for employees who obtain their Class I and/or Class II or their Class II and/or their Class III Operators License shall be calculated so that such an employee is paid \$1.15 above his/her base rate of pay. The fifty (50) cents an hour for Class II License and the sixty-five (65) cents an hour for the Class III License are separate supplements and are added together. They are, however, supplements and are not part of the base pay.

Class I Operators License (must be obtained with 2 years) - \$.35 an hour
Class I Distribution License - \$.35 an hour
Class I Collection License - \$.35 an hour
Class II Operators License - \$.85 an hour
Class II Distribution License - \$.85 an hour
Class II Collection License - \$.85 an hour
Class III Operators License - \$1.15 an hour

43.2 Classification Supplements Employees assigned by the Utility Director for backflow inspection and device certification and who obtain and maintain their Backflow Device Inspection and Repair Certification shall receive pay supplement as indicated below.

Backflow Certification - .40 an hour

Employees assigned by the Utility Director as Camera Operator will be required to obtain the following National Association of Sewer Service Companies (NASSCO) certifications and shall

receive the pay supplements indicated below. Other employees may be permitted to receive some or all the certifications and pay supplements at the discretion of the Utility or Public Works Director.

Pipe Assessment Certification (PACP) - \$.10 an hour
Lateral Assessment Certification - \$.10 an hour
Manhole Assessment Certification - \$.10 an hour

Utility laboratory technicians will be eligible for the follow supplement for lab technician certification.

43.3 Public Works Supplements Employees approved by the Director of Public Works to complete Traffic Signal Technician training, and perform signal technician work, will receive the pay supplement below. The Employee who holds the position of Traffic Signal Technician is required to possess the Traffic Signal Technician Level 2 (Field) certification. Employees only qualify for the supplement at the level they hold for a maximum supplement of \$.30 an hour.

Traffic Signal Technician Level 1 (Field) \$.15 an hour
Traffic Signal Technician Level 2 (Field) \$.30 an hour

Employees Approved by the director of Public Works to obtain water park operator certification will receive the following pay supplement.

Water Park Operator Certification \$.10 an hour

43.4 Engineering Supplements For employees, as determined by the Engineer:

The possession or acquisition of either a "P.S.," Professional Surveyor, or a "I.P.E.," Professional Engineer, license will entitle employees to receive an additional \$1.00 per hour.

The possession or acquisition of a "A.C.U.," Autodesk Certified User certification will entitle employees to receive an additional \$.50 per hour.

The possession or acquisition of a "G.I.S.P.," Geographic Information System Professional or "A.C.P.," Autodesk Certified Professional certification will entitle employees to receive an additional \$1.00 per hour.

Additional Certification Incentives

The following certifications held in good standing will entitle the employee to the following supplements:

- a. Ohio Department of Transportation — Local Public Agencies eLearning Training — Complete all modules every five years and updated modules per posted revision deadlines - \$.10 per hour
- b. EnviroCert Certifications:

- i. Certified Professional in Erosion and Sediment Control (CPESC) - \$. 10 per hour
 - ii. Certified Erosion, Sediment and Storm Water Inspector (CESSWI) - \$.20 per hour
 - iii. Certified Professional in Storm Water Quality_ (CPSWQ) - \$. 10 per hour
 - iv. Certified Professional in Municipal Stormwater Management (CPMSM) - \$. 10 per hour
 - v. Certified Professional in Industrial Stormwater Management (CPISM) \$.10 per hour
- c. Association of State Floodplain Managers - Certified Floodplain Manager (CFM) - \$.10 per hour
 - d. National Association of Sewer Service Companies (NASSCO) — Pipeline Assessment - \$. 10 per hour
 - e. National Institute for Certification in Engineering Technologies (NICET)
 - i. Construction Materials Testing certification - \$.20 per hour
 - ii. Transportation Construction Inspection certification - \$.10 per hour

Employees shall be limited to a total of \$1.50 per year in additional supplements for certifications.

Educational Incentives

The possession or acquisition of either the "EIT," Engineer in Training or the "SIT," Surveyor in Training, certification will entitle employees to receive a one-time add-on bonus of \$500.00 for the successful passage of each. Payment shall be made within thirty (30) days from the time of acquisition.

The possession or acquisition of an associate degree in an engineering related field from an accredited college or university will entitle employees to receive a supplement of \$. 12 per hour.

The possession or acquisition of a bachelors' degree in an engineering related field from an accredited college or university will entitle employees to receive a supplement of \$.24 per hour.

The possession or acquisition of a master's degree in an engineering related field from an 17 accredited college or university will entitle employees to receive a supplement of \$.40 per hour.

Final decisions as to whether a degree shall qualify in an engineering related field shall be at the sole discretion of the Engineer and Safety Service Director.

Employees may receive no more than one educational supplement and payment shall be at the highest payment level according to the educational level achieved. The educational supplement is in addition to any certification supplements earned by the employee.

City Department Heads are excluded from any licensure supplements in this article.

43.5 General Supplements All bargaining unit employees, of any department, will receive the following pay supplements for holding the following certifications so long as it directly_ relates to their job duties as outlined below:

Commercial Driver's License (CDL) Class B (for non-clerical employees) \$.20 an hour

LinkedIn Learning Customer Service Foundations Training \$.20 an hour

Employees currently receiving an incentive for Customer Service Training will have 6 months from the execution of the contract to complete the new course before losing their incentive. Employees who are not receiving an incentive for Customer Service Training will receive the incentive as soon as they complete the training course and submit the certificate to the Auditor's Office.

ARTICLE 44 LAYOFFS AND RECALL

A. **Supersede Civil Service Law** The procedures in this Article supersede those in the Ohio Revised Code. Sections 124.321, et sue. Layoffs and recalls shall be conducted solely in accordance with this Article.

B. **Reduction in Workforce** A layoff is the decision of the City to reduce the present number of employees in their existing job classifications. Layoffs are not a form of discipline. Job assignments and other temporary actions by the City are not layoff

C. **Notice:**

1. The City shall provide the Union reasonable notice of its intent to reduce the workforce.
2. Prior to the layoff, the City shall meet with the Union to discuss possible alternatives to layoff.
3. The City shall notify the affected employees seven (7) days prior to effective date of layoff. A layoff becomes effective at the end of the working day named in the written layoff notice.

D. **Layoff Procedure:**

The City shall use the following procedure when it decides to lay off employees within the classifications identified by the City to be affected

1. Newly hired probationary bargaining unit employees are laid off first.

2. All other bargaining unit employees are next laid off according to their least number of years of City seniority.
- E. Bumping:
1. A laid off employee may bump any less senior employee in a lower classification in the same job group, in Appendix B provided the employee is qualified to perform the duties of the job.
 2. A laid off employee may bump into any other position in a job group that he held for at least a probationary period, and for which he is qualified.
- F. Recall/Re-employment:
1. A laid off employee is only eligible to be recalled to his former (pre-bumping) full-time job. The laid off employee with the most City seniority shall be recalled first.
 2. A laid off employee may be re-employed at the City's discretion to any other available job provided the City believes the employee meets the qualifications of the job. An employee re-employed to a different classification than this pre-bump classification shall serve a new hire probationary period in that job.
 3. Notification of recall shall be by certified mail to the employees last known address. Recall rights are lost if the employee fails to accept the offered job within seven (7) days from the recall notice. The employee must provide the City with his most current address. If the employee is on vacation or absent from the City for any other reason, he must notify the City of where he can receive the recall notice.
 4. Any employee laid off while serving an original or promotional or transfer probationary period shall complete such probationary period.
 5. A laid off employee is not eligible for recall after two (2) years from the effective date of the layoff. Laid off employees do not accrue seniority during a layoff.

ARTICLE 45 FAMILY AND MEDICAL LEAVE

45.1 FMLA The City shall offer employees all applicable leaves as set forth in the Family and Medical Leave Act of 1993, as amended. Any paid or unpaid leaves provided by this Agreement which are used for purposes that could have been taken under the FMLA shall be credited against the employee's time available under the FMLA. This Article establishes notice that any paid or unpaid time taken under this Agreement will be credited against time available under the FMLA. Any alleged violation of the FMLA shall be resolved through the grievance/arbitration procedure.

ARTICLE 46 REASONABLE ACCOMMODATION

If a medically diagnosed disabled employee (as defined under the Americans With Disabilities Act) requests a reasonable accommodation that would affect an expressed term and condition of this Agreement, the parties shall meet and confer upon an appropriate reasonable accommodation. The City retains the right to ultimately make the reasonable accommodation,

even if the reasonable accommodation varies the expressed terms of the Agreement. The Union has the right to grieve an arbitrary accommodation that violates the terms of this Agreement.

ARTICLE 47 TUITION REIMBURSEMENT

Each member shall be eligible for reimbursement of tuition, course fees and lab fees for courses of instruction taken towards an Associate's or Bachelor's degree at an accredited college or university in subjects: (1) that are directly related to the member's specific job responsibilities; or (2) that would be of mutual benefit to the City and the member in the performance of his or her job responsibilities. The rate of reimbursement shall be subject to a maximum limit of \$2,000 per member per calendar year. In order to be eligible for reimbursement, an employee must pass under a pass/fail system or receive a grade of "C" or better under an A - F system.

- A. All courses must be taken outside of scheduled working hours. All scheduled hours of courses of instruction must be filed with the Department Head or designee and with the Department of Finance. All scheduled times of courses must be approved by the Safety-Service Director or designee. Any situation which, in the discretion of the Safety-Service Director, would require a member's presence on the job, shall take complete and final precedence over any times scheduled for courses. Written approval must be obtained from the department head and the Safety-Service Director.
- B. Any financial assistance from any governmental or private agency available to a member whether or not applied for and regardless of when such assistance may have been received; shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City.
- C. No reimbursement will be granted for books, paper supplies of whatever nature, transportation, meals, or any other expense connected with any course except the cost of tuition, course fees and lab fees.
- D. Should a member resign from the City within twenty-four (24) months of taking any course reimbursed under this section, the member shall reimburse the City all monies expended by the City related to such course, except that a member who resigns to begin receipt of disability retirement benefits shall not be subject to this penalty, nor shall this penalty be applied when it is waived by the City. Any such waiver must be in writing and signed by the Mayor. The City may deduct the amount to be reimbursed from the employee's final pay.

ARTICLE 48 DURATION OF AGREEMENT

48.1 Effective Date This Agreement shall be effective July 1, 2022 and shall continue in full force and effect through midnight June 30, 2024. The City's obligations under this Agreement end with the expiration of the contract, unless mutually extended in writing. This Section, however, supersedes OAC 54117-942, and thus is effective beyond the expiration of the contract.

Notice for negotiations of a successor agreement shall be pursuant to the procedures outlined in this Agreement and Chapter 4117 of the Ohio Revised Code.

48.2 Notice to Negotiate If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. The parties may mutually agree to begin negotiations at an earlier date.

48.3 Terms and Conditions of Employment The terms of this Agreement establish the parties' wages, hours, terms and conditions of employment exclusively, and other related specifications under state and local laws concerning these provisions do not otherwise append or modify this agreement.

48.4 Complete Agreement This Agreement contains a full and complete agreement between the City and the Union eliminating all prior and contemporaneous written or oral past practices and neither party shall be required during its term to negotiate over any issue

Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

48.5 Invalidity In the event any Article, Section, or Appendix is declared illegal, this Contract shall be reopened on such Article, Section, or Appendix. The City and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternate provision. However, such negotiations shall not affect the enforcement or validity of any other provision of the contract.

APPENDIX A
Wage Rates

Job #		<u>1/1/22</u>	<u>7/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>
144	Utilities Operation Crew Chief**	\$25.98	\$26.50	\$27.03	\$27.57
105	Utilities Operation Assistant Crew Chief**	\$23.27			
126	Meter Reader & Repairer Foreman**	\$24.32			
124	Meter Reader & Repairer**	\$22.67			
122	Laboratory Technician/Pretreatment Coordinator	\$26.56	\$27.09	\$27.63	\$28.18
101	Assistant Laboratory Technician (Full Time)**	\$21.82			
102	Assistant Laboratory Technician (Part Time)**	\$19.87			
106	Chief Operators (Water and Wastewater Plants)**	\$25.98	\$26.50	\$27.03	\$27.57
134	Water and Wastewater Operators**				
-	Starting Wage	\$21.37			
-	Six months	\$21.82			
-	Two Years	\$23.27			
TBD	Operation and Maintenance Technician***				
	O&M Tech I (Starting)	\$20.00	\$20.40	\$20.81	\$21.22
	Six Months	\$22.68	\$23.13	\$23.59	\$24.06
	One Year*	\$23.13	\$23.59	\$24.06	\$24.54
	Two Years*	\$23.58	\$24.05	\$24.53	\$25.02
	O&M Tech II (Class I)	\$24.22	\$24.70	\$25.19	\$25.69
	O&M Tech III (Class II)	\$24.86	\$25.36	\$25.87	\$26.39
	O&M Tech IV (Class III)	\$25.50	\$26.01	\$26.53	\$27.06
TBD	Utility Technician***				
	Utility Tech I (Starting)	\$20.00	\$20.40	\$20.81	\$21.22
	Six Months	\$22.68	\$23.13	\$23.59	\$24.06
	One Year*	\$23.13	\$23.59	\$24.06	\$24.54
	Two Years*	\$23.58	\$24.05	\$24.53	\$25.02
	Utility Tech II (Class I)	\$24.22	\$24.70	\$25.19	\$25.69
	Utility Tech III (Class I & Class II)	\$24.86	\$25.36	\$25.87	\$26.39
140	Sludge Operator**	\$22.46			

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Job #		<u>1/1/22</u>	<u>7/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>
123	Maintenance Workers**	\$20.99			
133	Plant Maintenance Meehanie**	\$23.55			
132	Pipefitter**	-			
-	Starting Wage	\$21.60			
-	Six months	\$22.03			
-	Two Years	\$22.46			
116 TBD	Equipment Operator Public Works Technician***				
	Starting Wage	\$20.00	\$20.40	\$20.81	\$21.22
	Six Months	\$22.68	\$23.13	\$23.59	\$24.06
	One Year*	\$23.13	\$23.59	\$24.06	\$24.54
	Two Years*	\$23.58	\$24.05	\$24.53	\$25.02
142	Traffic Signal Technician/Equipment Operator				
	Starting Wage	\$22.68	\$23.13	\$23.59	\$24.06
	Six months	\$23.13	\$23.59	\$24.06	\$24.54
	Two Years	\$23.58	\$24.05	\$24.53	\$25.02
157	Public Works Crew Leader	\$24.43	\$24.92	\$25.42	\$25.93
125	Camera Operator/Equipment Operator**	-			
-	Starting Wage	\$21.60			
-	Six Months	\$22.03			
-	Two Years	\$22.46			
115	Engineering Technician				
	Engineering Tech I (Starting)	\$23.00	\$23.46	\$23.93	\$24.41
	Engineering Tech II (One Year)	\$24.00	\$24.48	\$24.97	\$25.47
	Engineering Tech III (GISP and BA)	\$28.00	\$28.56	\$29.13	\$29.71
113	Engineering Aide	-			
-	Starting Wage	\$20.43			
-	Six Months	\$20.85			
-	Two Years	\$21.30			
128	Engineering Trainee	\$17.81			
110 TBD	Customer Support Specialist****				
	Part-time (receives Specialist I wage increases based on hours worked, e.g. 1040 hours worked)	\$20.11	\$20.51	\$20.92	\$21.34

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Job #		<u>1/1/22</u>	<u>7/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>
	equals six months)				
	Support Specialist I (Starting Wage)	\$20.11	\$20.51	\$20.92	\$21.34
	Support Specialist I (Six Months)	\$20.74	\$21.15	\$21.58	\$22.01
	Support Specialist I (Two Years)	\$21.39	\$21.82	\$22.25	\$22.70
	Support Specialist II	\$22.18	\$22.62	\$23.07	\$23.53
109	Clerk Typist III	-			
-	Starting Wage	\$19.15			
-	Six Months	\$19.75			
-	Two Years	\$20.37			
108	Clerk Typist II	-			
-	Starting Wage	\$18.48			
-	Six Months	\$19.05			
-	Two Years	\$19.64			
107	Clerk Typist I	-			
-	Starting Wage	\$17.74			
-	Six Months	\$18.33			
-	Two Years	\$18.91			

* Before any Public Works Technician is eligible for compensation at the 1 or 2 year rates they must be signed off by the Department Head, or his/her designee, as qualified to operate the necessary equipment of the Department. Anyone hired after the effective date of this contract is required to be qualified as an equipment operator within one year of hire.

** Any employee who is reclassified under this 2022 contract to a classification with a lower rate of pay (e.g. Plant Maintenance Mechanic to O&M Tech I) will retain their current rate of pay and continue to receive annual raises as outlined in Article 32. This will include any employees impacted by the removal of Parks (129), Street (141) and PBL (131) Foreman in the 2021 contract. All newly hired employees will be assigned the new classifications established in this agreement.

*** Employees will be reclassified as O&M Technician, Utility Technician and Public Works Technician as follows:

O&M Technician – Assistant Laboratory Technician (101/102), Plant Maintenance Workers (123), Water and Wastewater Operators (134), Sludge Operators (140), and Plant Maintenance Mechanics (133).

Utility Technician – Utility Operation Assistant Crew Chief (105), Meter Reader & Repairer Foreman (126), Meter Reader & Repairer (124), Public Utilities Underground Maintenance

Workers (123), Pipefitters (132), Public Utilities Equipment Operators (116), Camera Operators (125)

Public Works Technician – Public Works Maintenance Workers (123) and Equipment Operators (116) in the Public Works Department will be reclassified as Public Works Technicians.

**** All current employees classified as Clerk I (107), II (108), and III (109) will be reclassified as Customer Support Specialist I. All current employees classified as Clerk IV (110) will be reclassified as Customer Support Specialist II.

APPENDIX B

**Mount Vernon City Layoff Groups
of Classification Series**

(Listed from highest to lowest classification in each group)

Group 1:

1. Customer Support Specialist II
2. Customer Support Specialist I
3. Customer Support Specialist Part-time

Group 2:

1. Engineering Technician III
2. Engineering Technician II
3. Engineering Technician I

Group 3:

1. Utilities Operation Crew Chief
2. Public Utility Technician III
3. Public Utility Technician II
4. Public Utility Technician I

Group 4:

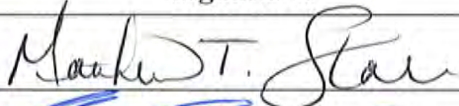



1. Laboratory Technician/Pretreatment Coordinator
2. Chief Operator
3. Operations and Maintenance Technician IV
4. Operations and Maintenance Technician III
5. Operations and Maintenance Technician II
6. Operations and Maintenance Technician I

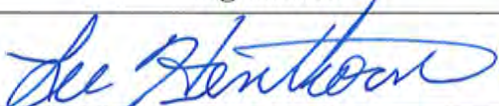


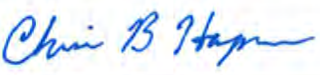
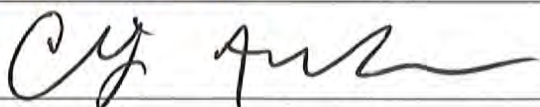

Group 5:

1. Public Works Crew Leader
2. Traffic Signal Technician/Equipment Operator
3. Public Works Technician

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed and signed by their duly authorized representatives this 22 day of August, 2022.

FOR THE CITY OF MOUNT VERNON	Signatures
Matthew T. Starr Mayor	
Richard Dzik Safety Service Director	
Terry Scott Auditor	
Approved as to Form: P. Robert Broeren City Law Director	
Labor Counsel to the City: Jonathan J. Downes	

FOR THE OCSEA	Signatures
Lee L. Henthorn Committee Member	
Lori Watts Committee Member	
Jack Boyd Committee Member	
Chris Hagner Union President	
Christopher A. Mabe OCSEA President	
James Beverly Chief Negotiator	

The City of Mount Vernon – OCSEA
Signing Bonus – Memorandum of Understanding – 8.11.22

Memorandum of Understanding

This Memorandum of Understanding is made by and between The City of Mount Vernon, Ohio and The Ohio Civil Service Employees Association (hereinafter referred to as “the Parties”).

The Parties agree that all employees of the bargaining units employed as the date of execution of the Parties’ 2022 collective bargaining agreement (“CBA”), will receive a one-time signing bonus in the amount of \$1,237.00.

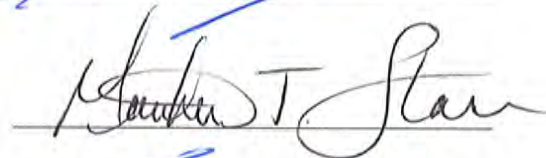
FOR THE UNION:

FOR THE EMPLOYER:



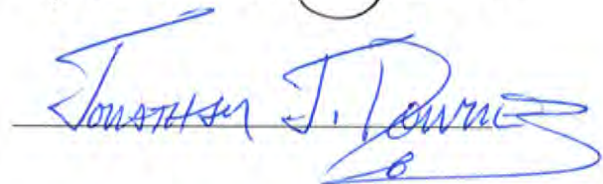






Lori Watts

Chris Hyatt




Date Agreed: 08-22-2022

Approved as to form:

