



## **CITY OF PATASKALA**

### **RESOLUTION 2017-071**

**Passed December 4, 2017**

**A RESOLUTION APPROVING A CONTRACT WITH THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, FOR THE ADMINISTRATION OF PUBLIC SERVICE, UTILITY AND OTHER CLERICAL STAFF WAGES, BENEFITS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2017 THROUGH DECEMBER 31, 2019.**

**WHEREAS**, after formal negotiations with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union ("the USW"), and upon the recommendation of the City's Finance Director and Law Director, a collective bargaining agreement was agreed upon covering the period January 1, 2017 through December 31, 2019; and

**WHEREAS**, it has been found to be in the best interest of the citizens of the City of Pataskala and the Pataskala Public Service and Utility departments to adopt such contract; and

**WHEREAS**, the terms and conditions of the proposed contract, including wages and benefits, are to be applied retroactively from January 1, 2017; and

**WHEREAS**, the Council for the City of Pataskala desires to confirm and approve the aforementioned agreement with the USW pursuant to the provisions of ORC Chapter 4117.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:**

**Section 1:** Council hereby approves the proposed contract with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, a copy of which is attached as **Exhibit A**, and incorporated herein, for the period of time from January 1, 2017 through December 31, 2019.

**Section 2:** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council, and that all deliberations of the Council and any of the decision making bodies of the City of Pataskala which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

**Section 3:** This Resolution shall take effect at the earliest time allowed by the Charter of the City of Pataskala.

**ATTEST:**

  
Kathy M. Hoskinson, Clerk of Council

  
Michael W. Compton, Mayor

**APPROVED AS TO FORM:**

  
Brian M. Zets, Law Director

**AGREEMENT BETWEEN  
THE**

**The City of Pataskala**

**AND THE**

**The United Steel, Paper and Forestry,  
Rubber, Manufacturing, Energy, Allied  
Industrial and Service Workers International  
Union**

**EFFECTIVE JANUARY 1, 2017  
THROUGH  
DECEMBER 31, 2019**



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## **ARTICLE 1 AGREEMENT**

**Section 1.1 – Agreement.** This Agreement is made between the City of Pataskala, hereinafter referred to as “the City”, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, hereinafter referred to as “USW” or “the Union”.

**Section 1.2 – Purpose.** This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City and the Union. This Agreement is intended to set forth the agreements of the USW and the City regarding wages, hours, terms and conditions of employment set forth in the various Articles of this Agreement.

**Section 1.3 – Legal References and Severability.** Nothing contained in this Agreement shall alter the authority conferred by the Charter of the City, ordinances and resolutions of the City Council, City Civil Service Commission Rules and Regulations, applicable State and Federal laws, and the Constitution of the State of Ohio and the United States of America upon any City official or to in any abridge or reduce such authority. Should any part of the Agreement be held invalid by operation of law or by any court of competent jurisdiction or should compliance with or enforcement of any part of this Agreement be restrained by any such court, pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions herein or the application of such portions to persons or circumstances other than those to whom or to which it had been held invalid or has been restrained. In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, or if the parties mutually agree that any provision(s) are invalid by operation of law, the parties to this Agreement shall meet at mutually agreeable times in an attempt to modify the invalidated provisions by good faith negotiations.

**Section 1.4 – Sanctity of Agreement.** Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties. Except as provided herein, neither party shall attempt to change this Agreement during the life of said Agreement.

## **ARTICLE 2 RECOGNITION**

**Section 2.1 – Recognition.** The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and terms and conditions of employment of all employees in the Bargaining Unit. The Bargaining Unit shall include only those classifications as certified by the State Employment Relations Board in 07-REP-03-0042.

## **ARTICLE 3 MAINTENANCE OF DUES DEDUCTION**

**Section 3.1 – Dues Deduction.** Members of the Union and/or employees in the bargaining unit who have authorized dues deductions in writing and whose membership or authorization is in effect on or after the effective date of this Collective Agreement cannot withdraw authorization to deduct dues or withdraw their membership authorization card during the term of this Agreement. It is specifically agreed by the Union and the City that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union hereby agrees it will fully indemnify and hold the City harmless from any claims, actions, charges or proceedings arising

from deductions made by the City or otherwise arising from the City's compliance with this Article. Once the funds from dues deduction are remitted to the Union, the funds disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

### **Section 3.2 – Fair Share Fee.**

- A. Bargaining Unit members who are not members of the Union, shall as a condition of employment, pay to the Union a fair share fee. The amount of the fair share fee shall be determined by the Union, but shall not exceed dues paid by members of the Union who are in the Bargaining Unit. Such fair share fee shall be certified by the Union to the City prior to the first day of the Contract and at such times during the term of this Contract as necessary to be accurate. Such payment shall be subject to an internal Union rebate procedure meeting all requirements of state and federal law.
- B. For the duration of this Contract, such fair share fee shall be automatically deducted by the City from the payroll check for each Bargaining Unit member who is not a member of the Union. The automatic deduction shall be made in the first pay period of each month. The City agrees to furnish to the Financial Secretary of the Local Union once each month, a warrant in the aggregate amount of the fair share fees deducted from that calendar month, together with a listing of the Bargaining Unit members for whom said deductions are made.

## **ARTICLE 4 CHECK-OFF**

**Section 4.1 – Dues Check-Off.** The City agrees to deduct, once a month, dues and assessments in the amount certified to be current by the Financial Secretary of the Local Union from the pay of those bargaining unit members who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the City to the International Treasurer of the Union at the address which the Union authorizes for that purpose.

**Section 4.2 – PAC Check-Off.** The Employer agrees to deduct voluntary contributions to the Steelworkers PAC fund from bargaining unit members pay in an amount designated by that member on the form provided by the Union for the purpose of such voluntary check-off. The Employer will be given the signed authorization forms prior to any such deductions being made. The total amount of deductions shall be remitted monthly to the International Union at the address authorized for that purpose.

## **ARTICLE 5 BARGAINING UNIT LEADERSHIP TRAINING**

**Section 5.1 – Leadership Training.** Not more than three, (3), bargaining unit members as selected by the Union shall receive not more than forty (40), hours of unpaid release time without pay per year to be allocated as the Union so determines to attend special leadership training sponsored by the Union. Sick leave and/or vacation leave shall not accrue while on release time. Approval of such leave by the City Administrator is required and will not be withheld unreasonably. Unforeseen events or emergencies within the City will form sufficient basis for the denial of some or all of the leave requests for one or more of those requesting such leave. The City will, however, use its best efforts to accommodate such requests.

**Section 5.2 – Bulletin Boards.** The Union shall be permitted to maintain a separate bulletin board furnished by the City. This Board shall be for the sole purpose of Union Business and shall be the sole responsibility of the Union to maintain. The Union agrees that the Board will only be used for lawful purposes and that no materials other than those related to Union business will be posted thereon.

## **ARTICLE 6      MANAGEMENT RIGHTS**

**Section 6.1 – General Work Rules.** Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the City of Pataskala. The rights of the Employer shall include, but shall not be limited to his rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of its employees and its service to the citizens of the City, consistent with the provisions of this Agreement.

**Section 6.2 – Management Rights.** The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to lay off employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Office as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;

- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

**Section 6.3 – Reserved Rights.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

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

## **ARTICLE 7 DISCRIMINATION**

**Section 7.1 – Discrimination.** The Parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, disability or religion. There shall, in addition, be no discrimination, interference, or restraint against any employee for his activity on behalf of, or membership in, the Union. There shall, likewise, be no discrimination, interference, or restraint against any employee who has determined to refrain from membership in the Union.

## **ARTICLE 8 NO STRIKE, NO LOCKOUT**

**Section 8.1 – No Lockout.** The City agrees not to cause, permit or engage in any lockout of its employees during the term of the Agreement.

**Section 8.2 – No Strike.** The Union agrees that neither it, its agents, employees, any of its members or any employees covered by the Agreement, individually or collectively during the term of this Agreement, shall for any reason engage in picketing, a sit down, a boycott, a stand in, a slowdown, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Departments' or City's business, including but not limited to, a sympathy strike, slow down or other interference or interruption with the City's or Departments' business or operations.

**Section 8.3 – Grievances.** The City and Union agree that the Grievance Procedure of this Agreement is adequate to provide a fair and final determination of all grievances arising under the terms of this Agreement. It is the desire of the Union and City to avoid strikes and work stoppages and any and all other conduct set forth above in Section 2 of this Article. Nothing herein shall prohibit either party to this Agreement from pursuing appropriate relief in any available legal forum relative to strikes, work stoppages, lockouts pickets, boycotts or the like.

**Section 8.4 – Discipline.** In the event that any employee or group of employees engages in any of the conduct described above in Section 2 during the term of this Agreement, the City has the exclusive right to discipline (up to and including discharge) any employee who engages or participates in the activities described above in Section 2 of this Article, or induces, encourages, intimidates or threatens another employee or other employees to engage in or participate in such activities.

**Section 8.5 – Union Action.** The Union and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above in Section 2 of this Article and, should any such activities occur, the Union, by its officers, agents, and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

## **ARTICLE 9      GRIEVANCE PROCEDURE**

**Section 9.1 – Grievance Defined.** A grievance is defined as an allegation that there has been a breach, misinterpretation or improper application of any part or term of this Agreement.

**Section 9.2 – Qualifications & Representation.** A grievance may be filed by a Member(s) or by the Union as exclusive representative to enforce its rights under this Agreement. The Union shall not process a grievance on behalf of any Member without the Member's knowledge and consent. Group grievances shall identify by name the employees pursuing the grievance. When a grievance is filed that pertains to suspension, removal or termination, it shall automatically begin at Step Two under Section 4 below. The Union shall designate one (1) Member to serve as Unit Chair and each department shall designate a Grievance Representative. The names of such representatives shall be furnished to the City.

**Section 9.3 – Grievance Procedure.** The following implementation steps and procedures apply in processing grievances:

### **A.      Step One.**

1.      A Bargaining Unit Member having an individual grievance first must attempt to resolve it informally with the Member's supervisor or Director with whom the grievance originates. Any attempt at resolution must be initiated by the grievant within five (5) calendar days following the date the events or circumstances giving rise to the grievance occurred or would reasonably have been known to the grievant. Any grievance brought to the attention of the supervisor beyond the five (5) calendar day time limit shall not be considered unless a time extension, as provided

for in Section 6, applies. At this Step, there is no requirement that the grievance be submitted or responded to in writing; however, if the supervisor fails to respond within 5 calendar days, the grievant may proceed to Step Two. The Unit Chair or a grievance representative may accompany the grievant, if the grievant requests the representative's attendance. If the grievant is not satisfied with the response from the designated supervisor at this Step, the grievant may pursue the formal Steps, which follow.

**B. Step Two.**

1. When a grievant determines that the designated supervisor's response in Step One is unsatisfactory, the grievant may then submit the grievance in writing to the Director on the Grievance Form agreed upon by the parties. The Grievance Form must be submitted to the Director within five (5) calendar days following the supervisor's response at Step One. Any grievance submitted after the five (5) calendar day time limit shall not be considered.
2. Within ten (10) calendar days of receipt of the grievance, the Director shall conduct a meeting with the grievant and provide the grievant with a decision in writing within ten (10) calendar days of the meeting. The Director shall date and sign the response, returning one copy of it to the grievant. At the Director meeting, the grievant may not call any witnesses. The Director shall fully investigate the concerns of the grievant. If the grievant does not appeal the grievance to Step Three of the Grievance Procedure within five (5) calendar days after receipt of the decision at this Step, the grievance is considered satisfactorily resolved. The grievant may have the Unit Chair or a grievance representative at this hearing, but the grievant or representative may not call witnesses nor disrupt the meeting in any way.

**C. Step Three – City Administration**

1. If the grievant is not satisfied with the response in Step Two, the grievant, within five (5) calendar days following the grievant's receipt of the Step Two response, may appeal the grievance to Step Three by submitting a copy of the Grievance Form, containing the written response at the prior Steps and any other pertinent documents, to the City Administrator or the Administrator's designee.
2. The Administrator shall schedule a meeting to be held within ten (10) calendar days of receipt of the Grievance Form to discuss the grievance with the grievant and appropriate representatives from the Union. The Administrator may, should the Administrator wish, be joined in the meeting by the Director or other representatives.
3. In the meeting called for at this Step, the grievant and other individuals or representatives determined appropriate by the grievant and/or Staff Representative of the USW may provide the Administrator a full explanation of the grievance and the material facts relating thereto. The Administrator may also question the grievant in this meeting and shall retain the right to fully investigate all related facts.

4. The Administrator shall respond to the grievant in writing within ten (10) calendar days of the meeting in this Step.
5. Should the grievant not be satisfied with the Administrator's response to his grievance at Step Three, he shall notify the Unit Chair of his desire to proceed to arbitration. The Unit Chair will present the grievant's request for arbitration to the Union. Should the Union determine to proceed to arbitration with grievant, the Union shall so notify the City in writing. This written notification shall be delivered by hand or received by the Administrator within seven (7) calendar days after the grievant's receipt of the Administrator's written response.

**Section 9.4 – Time Off for Presenting Grievances.** A Member and either the Unit Chair or a grievance representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors and such approval shall not be unreasonably withheld. If approval is withheld, any applicable time limit shall thereby be extended for the period of time necessary to allow the Grievant and/or Unit Chair or the grievance representative time off to attend such meetings. At no time shall attendance at a grievance meeting or related hearing by the grievant, Unit Chair or a grievance representative result in overtime pay.

**Section 9.5 – Time Limits.** It is the City's and the Union's intention that all time limits in the above Grievance Procedure shall be met. However, the parties' designated representatives may mutually agree, at any Step, to a time extension. Any such agreement must be in writing and signed by the parties. Should the grievant fail to advance a grievance it will, in the absence of time extensions, deemed to have been abandoned by the grievant at that point and the response at that step shall be deemed to be the resolution of the grievance. In the absence of an extension, the grievant may, at Step One or Two where a response is not forthcoming within the specified time limits, presume the grievance to have been advanced to the next Step in the Procedure on the day following the expiration of the time limit. The absence of a response at Step Three shall be considered the denial of a grievance. Any step in the Grievance Procedure may be waived by mutual consent. "Day", for purposes of this section, shall mean a calendar day. Any grievance not filed or appealed within the time limits set forth in this section shall be waived and forfeited.

If an office specified for receipt of a grievance, grievance appeal, or grievance response is closed for an entire day, which day is the last day of the time period prescribed for the filing of or response to a grievance or grievance appeal, then a grievance, grievance appeal, or response may be filed on the next day on which such office is open.

**Section 9.6 – Grievance Forms.** The City and the Union shall agree on a Grievance Form. Forms will be maintained in a common, agreed upon location.

**Section 9.7 – Non-Discrimination.** No Member shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under this procedure.

## **ARTICLE 10     ARBITRATION**

**Section 10.1 – Selection of Arbitrator.** Within ten (10) calendar days following the receipt of the Union's written notification of the Union's intention to proceed to arbitration, the City and the

Union will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the American Arbitration Association, or the Federal Mediation Conciliation Services, to submit a panel of seven (7) arbitrators from which the City and the Union shall select by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives from the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.

**Section 10.2 – Authority of Arbitrator.** The arbitrator shall conduct a fair and impartial hearing on the grievance taking testimony and evidence from both parties unless the parties mutually agree to submit their dispute in written stipulations. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this contract. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him. The arbitrator shall not issue observations or declarations of opinion, which are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates or other benefits not negotiated as part of this contract. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline.

The question of arbitrability of a grievance may be raised by either party before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may rule on the issue or reserve ruling and hear the merits of the grievance before issuing a ruling on the question.

The decision of the arbitrator shall be final and binding upon the Union, the grievant, and the City.

**Section 10.3 – Arbitration Costs.** The fees and expenses of the arbitrator will be shared jointly by the parties. Each party will bear its own expenses. The fees of a 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.

**Section 10.4 – Arbitrator's Award.** The arbitrator's decision will be in writing and should be mailed to the Union and the City within thirty (30) days from the date the hearing record is closed, unless mutually agreed otherwise. If post-hearing briefs are to be filed, then the hearing shall be deemed closed on the date set for the submission of the briefs to the arbitrator.

## **ARTICLE 11     DISCIPLINARY PROCEDURE**

**Section 11.1 – Employee Representation.** An employee shall have the right to be represented by the Union, if requested by the employee, at any meeting where the employee faces discipline.

**Section 11.2 – Corrective Action.** No employee who has successfully completed his probationary period shall be disciplined without just cause. The Employer agrees to utilize a schedule of penalties set forth below relating to minor offenses. However, the Employer shall have the right to determine the appropriate discipline and may take more severe action in those instances the Employer determines appropriate. Discipline shall normally progress as follows:

- (a)     Written warning



- (b) Written reprimand
- (c) Suspension without pay
- (d) Demotion
- (e) Dismissal

An employee may appeal any disciplinary action through the grievance procedure set forth in this contract except that initial written warnings or reprimands may only proceed through Step Three of the grievance process and shall not proceed to Arbitration.

**Section 11.3 – Pre-Disciplinary Hearing.** Prior to the administration of disciplinary action constituting a suspension without pay, demotion, or dismissal, a pre-disciplinary hearing shall be held to give the employee an opportunity to offer an explanation regarding the alleged offense/misconduct on his/her part. The pre-disciplinary hearing shall take place within a reasonable period of time following the incident in question and shall not be unreasonably delayed by either the City or the Union or employee.

Nothing within this Section shall preclude the City from relieving the employee from duty and placing him or her on paid administrative leave or re-assigning the employee to another paid position, if such action is, in the opinion of the City, necessary prior to the administration of disciplinary action constituting a suspension without pay, demotion, or dismissal. The City's decision regarding whether or not to impose disciplinary action shall be made within a reasonable period of time following the incident in question, or the conclusion of the pre-disciplinary hearing (if applicable).

**Section 11.4 – Discipline Records.** Prior discipline may be utilized to establish that an employee had knowledge of the standards of conduct expected. Records of prior discipline shall be maintained as follows:

- A. Twelve, (12), months from the date of discipline for initial written warnings or reprimands provided that there is no additional discipline during this period; otherwise the records will be maintained for the period applicable to the additional discipline.
- B. Eighteen, (18), months for any subsequent or additional written warning or reprimand whether beyond the twelve month period for initial written warnings or reprimand or that apply to other discipline provided that there is no additional discipline during this period; otherwise the records will be maintained for the period applicable to the additional discipline.
- C. Twenty-four, (24), months for suspension without pay provided that there is no additional discipline during this period; otherwise the records will be maintained for the period applicable to the additional discipline.
- D. Thirty-six, (36) months for a demotion provided that there is no additional discipline during this period; otherwise the records will be maintained for the period applicable to the additional discipline.

**Section 11.5 – Discipline Record Removal.** Records will be removed from an employee's file upon lapse of the retention schedule. Any record outside of the period covered by the retention

schedule shall not be utilized in subsequent disciplinary considerations or promotions. In any case in which discipline is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the member. All removal of records shall be in accordance with Ohio law. Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer and in the presence of the Employer or his designated representatives. The City shall abide by and follow provisions of Ohio Revised Code Chapter 1347 and O.R.C. Section 149.43.

**Section 11.6 – Performance Evaluations.** Each Member shall have the opportunity to meet with his/her Department Head and/or Director to discuss each performance evaluation. Members dissatisfied with their performance evaluation may seek an additional review with the City Administrator.

## **ARTICLE 12     LABOR RELATIONS MEETINGS**

**Section 12.1 – Informal Discussions.** The City and the Union recognize the benefit of an exchange of ideas and information. For this reason the City welcomes the designated Union representative to meet with the City Administrator informally discuss matters of mutual interest and concern to the Union and City.

**Section 12.2 – Labor Relations Meetings.** In the interest of sound labor/management relations, labor relations meetings may be held when requested by either party. Such meetings shall be held on a mutually agreeable day and time. The purpose of such meetings is to discuss any pending issues and/or problems and promote a more harmonious labor/management relationship.

**Section 12.3 – Authority.** Labor relations meetings shall not be collective bargaining negotiations. The Labor Relations Committee shall have no authority to collectively bargain for either party or to modify, add to or delete from the provisions of this contract.

**Section 12.4 – Members.** The City's Labor Relations Committee may, depending upon the topics to be addressed, include the City Administrator or the City Administrator's designee, the Department Heads of the Departments within which the Members work, and other members of management. For the Union, the Committee may include the Local Union Officers and/or a reasonable number of members as may be chosen by the Union. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources that could be helpful. For the purpose of labor relations with the City, Members on duty will be permitted to attend labor relations meetings in an on-duty status. In no case shall this time result in overtime.

**Section 12.5 – Safety Committee.** A Safety Committee consisting of members of management and the Local Union/Unit officers will meet on a regular basis for purposes of reviewing the City's safety programs, policies and training programs. The Safety Committee will be authorized to make recommendations for improvements in the safety programs, policies and training programs. Employees are encouraged to bring to the attention of management and/or to the attention of the Safety Committee any circumstances believed to be unsafe work practices or conditions and no employee may be retaliated against or subjected to any adverse consequence as a result of raising a good-faith concern about a safety matter.

## **ARTICLE 13 SUBCONTRACTING AND SUPERVISORS**

**Section 13.1 – Subcontracting Work.** The City will not, in the absence of an emergency or an unforeseen occurrence of a temporary nature requiring immediate response beyond the manpower availability or current capability of the work-force, contract out work normally performed by bargaining unit members. Should the City determine that the contracting of work normally performed by bargaining unit members is necessary, such contracting will not have the effect of reducing the number of bargaining unit members or their opportunities within the workforce. As used in this Article, “normally performed by” is intended to mean those functions routinely performed by an individual or clearly within the scope of a position. It is not intended to bring additional responsibilities within a position or in any way preclude the City from contracting for those services normally and routinely provided by third parties as a part of City government.

**Section 13.2 – Supervisor Work.** Supervisors for the City shall not ordinarily perform work customarily performed by a bargaining unit member except:

- A. Experimental work.
- B. Demonstration work performed for the purpose of instructing and training employees.
- C. Work required by conditions which, if not performed, might result in interference with normal operations of the City, bodily injury or loss or damage to material or equipment.
- D. Work that would be unreasonable under the circumstances to assign to a bargaining unit member or which is negligible in the amount or work required or the time involved. In this regard, fair consideration is to be given to the nature of the task, the availability of a bargaining unit member qualified to accomplish the work and/or the length of time required to contact a qualified member and have that person address the required task.

## **ARTICLE 14 WORK RULES**

**Section 14.1 – Work Rules, Policies, and Procedures.** The City agrees that, to the extent possible, specific work rules and City policies and procedures, whether set forth in handbooks, manuals, or otherwise, shall be reduced to writing consistently and fairly applied between departments and all employees and provided to employees in advance of their enforcement.

## **ARTICLE 15 PROBATIONARY PERIOD – NEW EMPLOYEES**

**Section 15.1 – Requirement to Serve Probationary Period.** Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as fulltime employees regardless of prior service with the City.

**Section 15.2 – Length of Probationary Period.** The probationary period shall begin on the first day as a fulltime employee for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to illness or injury for more than ten (10) work days shall have his probation period

extended by the length of the illness or injury. The probationary period may be extended for an additional six (6) calendar months. If a probationary period is extended by the Employer, the Employer will meet with the employee, explain why the period has been extended and advise the employee of areas of concern and the expectations of the Employer to rectify any concerns. As a part of this meeting a review schedule to determine progress will be established.

**Section 15.3 – Appeals by Probationary Period Employees.** A new hire probationary employee may be terminated any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum. In all non-disciplinary matters the probationary employee is entitled to Union representation including the grievance procedure.

## **ARTICLE 16 SENIORITY**

**Section 16.1 – Continuous Service Defined.** The City and the Union recognize the concept of “Continuous Service” seniority, defined as continuous full-time service with the City of Pataskala. Continuous service shall be from the most recent date of hire. Seniority for employees with the same date of hire will be determined by a flip of a coin. Such determination will be made on the day of the employee’s hire.

**Section 16.2 – Lay-off Order.** In the case of personnel reduction within a department or a classification group, seasonal employees will be laid off first, then employee(s) with the least amount of seniority will be laid off. Employees(s) shall be recalled in the order of the seniority. Nothing set forth herein or in any other Section or Article of this Agreement shall in any way limit the authority of the City to determine the number of employees impacted by necessary reductions in the workforce or from which departments or classifications such reductions are made.

**Section 16.3 – Break in Seniority.** Seniority will be broken when an employee:

- A. Is recalled to work by certified mail, addressed to his last recorded address on file with the City and fails to return to work within ten (10) working days from the date he is instructed to be at work unless alternate arrangements are made..
- B. Fails to return to work from an approved Leave of Absence unless his failure to return to work is for a reason acceptable to the City or a justifiable reason is presented to the City before the original Leave of Absence expires which shall be either a medically documented absence or a death in the employee’s immediate family.
- C. Absence of more than three, (3), consecutive work days without timely reporting off to the City.
- D. Is on layoff and is not recalled to work within the recall period of 18 months. ⁂
- E. Resignation or separation without reinstatement within thirty,(30), days of resignation
- F. Termination

**ARTICLE 17 JOB POSTING AND BIDDING PROCEDURE**

**Section 17.1 – Job Posting Requirements.** When a bargaining unit position becomes available, other than as a consequence of layoffs, and the City determines to fill that position, the position shall be posted for bid for a period of five working days in order to provide employees within the work-force the opportunity to apply for the position. The intent of this Section is to establish a methodology whereby all bargaining unit members, (including those on leave), are provided with fair notice of an open position. The City and the Bargaining Unit agree to work cooperatively in this regard to utilize a process that provides a framework to accomplish this end. The posting shall cite the position requirements, the rate of pay, the hours of work and procedures to apply. Should the City determine that the position will not currently be filled the City shall notify the Union of the intent to leave the position vacant.

**Section 17.2 – Job Filling.** The City shall fill the position with the most qualified applicant based upon the duties of the position. Selection of qualified applicants to fill the position will, in addition to an analysis of qualification, include a consideration, where applicable, of seniority. In those instances where two or more applicants are, in the opinion of the City, equally qualified, the City shall select the applicant with the greater seniority. Nothing in this section shall preclude the City from hiring outside of the existing work-force after the City has first considered those within the work-force who have applied for the position.

**Section 17.3 – Probationary Period.** An employee within the bargaining unit selected under the procedures set for in this article shall be required to complete a probationary period of ninety, (90), days which period may, upon agreement of the employee and the City Administrator, be extended for up to an additional ninety, (90), days. Should an employee not successfully complete the established probationary period, including any extensions thereof, the employee shall be returned to his/her former position at the then effective rate of pay for that former position with no loss of seniority or other accrued benefits.

**ARTICLE 18 GENERAL SALARY SECTION****Section 18.1 – Wage Scale:**

A. Effective with the first full pay period in 2017, the wage scale will be as follows:

Position	At Hire	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years
Utility Field Technician I	\$16.41	\$16.90	\$17.58	\$17.58	\$18.29	\$18.29	\$19.02
Utility Field Technician II	\$19.72	\$20.31	\$21.12	\$21.12	\$21.96	\$21.96	\$22.84
Utilities Operator	\$19.72	\$20.31	\$21.12	\$21.12	\$21.96	\$21.96	\$22.84
Equipment Operator	\$17.60	\$18.13	\$18.85	\$18.85	\$19.61	\$19.61	\$20.40
Equipment Operator IV	N/A	N/A	N/A	N/A	N/A	N/A	\$25.50
Zoning Inspector	\$20.19	\$20.79	\$21.62	\$21.62	\$22.48	\$22.48	\$23.39

Position	At Hire	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years
Utility/Planning & Zoning Clerk	\$16.93	\$17.44	\$18.14	\$18.14	\$18.86	\$18.86	\$19.62

B. Effective with the first full pay period in 2018, the wage scale will be as follows:

Position	At Hire	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years
Utility Field Technician I	\$16.94	\$17.45	\$18.15	\$18.15	\$18.88	\$18.88	\$19.04
Utility Field Technician II	\$20.36	\$20.97	\$21.81	\$21.81	\$22.67	\$22.67	\$23.58
Utilities Operator	\$20.36	\$20.97	\$21.81	\$21.81	\$22.67	\$22.67	\$23.58
Equipment Operator	\$18.17	\$18.72	\$19.46	\$19.46	\$20.25	\$20.25	\$21.06
Equipment Operator IV	N/A	N/A	N/A	N/A	N/A	N/A	\$26.33
Zoning Inspector	\$20.85	\$21.47	\$22.32	\$22.32	\$23.21	\$23.21	\$24.15
Utility/Planning & Zoning Clerk	\$17.48	\$18.01	\$18.73	\$18.73	\$19.47	\$19.47	\$20.26

C. Effective with the first full pay period in 2019, the wage scale will be as follows:

Position	At Hire	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years
Utility Field Technician I	\$17.45	\$17.97	\$18.69	\$18.69	\$19.45	\$19.45	\$20.23
Utility Field Technician II	\$20.97	\$21.60	\$22.46	\$22.46	\$23.35	\$23.35	\$24.29
Utilities Operator	\$20.97	\$21.60	\$22.46	\$22.46	\$23.35	\$23.35	\$24.29
Equipment Operator	\$18.72	\$19.28	\$20.04	\$20.04	\$20.86	\$20.86	\$21.69
Equipment Operator IV	N/A	N/A	N/A	N/A	N/A	N/A	\$27.12
Zoning Inspector	\$21.48	\$22.11	\$22.99	\$22.99	\$23.91	\$23.91	\$24.87
Utility/Planning & Zoning Clerk	\$18.00	\$18.55	\$19.29	\$19.29	\$20.05	\$20.05	\$20.87

## ARTICLE 19 PREMIUM AND OVERTIME PAY, HOURS OF WORK

**Section 19.1 – Premium Pay and Overtime Qualifications.** Each employee covered by this Agreement shall be entitled to premium pay and overtime as follows:

- A. All hours worked over forty (40) hours in a week shall be compensated at time and one-half (1½) the regular hourly rate of pay.

- B. Whenever an employee is required to work on a scheduled day off, the employee shall be compensated at one and one half (1&1/2) times his regular salary on the scheduled days off.
- C. Whenever an employee is required to report for overtime work the employee shall be compensated at least two (2) hours "show up time". Such "show up time" is to be paid consistent with the provisions for in this Article. In order to receive the minimum "show up time" compensation the employee must be in actual work status. At the request of the employee and with the permission of his supervisor, the employee may terminate his work status but he shall be compensated only for the hours actually worked.
- D. **Utility and SCADA System Alarms and Customer Calls**, - If a staff member receives a SCADA Call and can resolve the call by phone or system log-in the staff member will receive a one (1) hour SCADA call-in pay. If call is handled after midnight the staff member will receive a two (2) hour SCADA call in pay, or minimum call-in pay if physical presence is required on site to resolve the alarm. If a staff member receives a Customer call and can resolve the call by phone or system log-in the staff member will receive a one (1) hour call-in pay. If call is handled after midnight the staff member will receive a two (2) hour call in pay, or minimum call in pay if physical presence is required on site to resolve the alarm.
- E. **Public Service Snow and Other Emergency Call-In Procedures** – The call-in procedure for the Public Service department is based upon a weekly schedule that is initially based upon seniority. Beginning on January 1 of each year, a call-in list for non-snow-related call-ins is created which lists all eligible employees in order of their current seniority with the city. When a need exists for an employee to be called into work on a non-scheduled time, the opportunity shall be offered to the first name on the list. If that person is unavailable or asks not to be called, the hours will be offered to the next name on the list. This process shall be repeated until the opportunity has been filled. On a weekly basis, the last name on the list shall move up to the top of the list and be the first name on the list, and all remaining names shall move down the list. Snow- and other weather-related emergency call-ins shall be based upon the amount of snow anticipated, severity of the storm, and the coverage of routes required. If a storm event is reasonably anticipated, the Supervisor may elect to split shifts and have some employees report to work either earlier or later than typically scheduled in order to ensure adequate coverage.
- F. In computing overtime, as set forth in B and C above, vacation and approved sick leave shall be counted as hours of work.
- G. Hours worked as a consequence of an employee being "held-over" beyond normal work hours or "called in" to work additional hours as a consequence of a declared emergency or any other matter determined by the Department Director, (or his/her designee), as justifying the use of mandatory overtime shall be at the standard overtime rate of 1.5 times the normal base rate. In this regard the parties further agree that an event will only be considered a declared emergency if declared by the City Administrator or the designee of the Administrator. Appropriate contact information will be maintained in order for the appropriate individuals to consult with the Administrator or the Administrator's designee

to determine whether a matter has been determined to be an emergency. As to "call in" matters, compensation will begin when the employee is actually contacted and has acknowledged that he or she has been requested to report for work.

## **ARTICLE 20     UNIFORM AND EQUIPMENT**

**Section 20.1 – Uniforms** Employees required by the City Administrator to wear prescribed uniforms in the performance of their duties as City employee who are not currently provided such uniforms under contract with Cintas, shall be furnished such uniforms in accordance with Appendix A. Uniforms that are rendered unserviceable, due to abuse or neglect by the employee, shall be replaced by the employee. Upon termination, employees shall return all uniforms furnished by the City; failure to return said uniform shall result in an amount equal to the value of the uniforms from the employee's final pay. Failure to wear the uniform, without sufficient reason, may result in disciplinary action. Appendix A lists the standard issue of uniforms and equipment. Any appeal of this Section shall rest with the City Administrator.

**Section 20.2 – Equipment** All uniforms and equipment shall be maintained by the employee. The uniforms and equipment shall be replaced by the City when rendered unserviceable due to normal wear and tear. The uniforms and equipment shall be replaced by the employee when lost or rendered unserviceable due to abuse or neglect. Upon termination, employees shall return all uniforms and equipment furnished by the City to the City. Failure to do so shall result in the City withholding an amount equal to the value of the uniforms and equipment from the employee's final pay.

**Section 20.3 – On-Call Use of City Vehicles** Employees designated as 'On Call' for non-regularly scheduled days of work shall be permitted to take an appropriate city-owned vehicle home to facilitate the employee's returning to work. Employees who elect to take a city-owned vehicle home are only permitted to drive the vehicle between city facilities and their principal place of residence. No other personal or non-work related use of the vehicle is permitted.

## **ARTICLE 21     HEALTH INSURANCE**

**Section 21.1 – Major Medical Insurance** The Employer shall offer group major medical insurance coverage for each employee in the classified services of the City. 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. 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.

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. Furthermore, modifications to co-payments and/or deductibles under the City shall not be deemed a modification of coverage.



**Section 21.2 – Premiums.** Employees in the classified service will be required to contribute through payroll deduction to the premium for the major medical health plan in the amount established in the City plan. It is understood that employees will be required to contribute a maximum of 10% of the monthly premium amounts as their share of the major medical health insurance premiums for 2017.

**Contract Reopener** – The maximum employee contribution toward the medical health plan and other health insurance premiums for 2018 and 2019 shall be subject to reopened negotiations. The reopener shall be commenced by either party filing a notice to negotiate with the State Employment Relations Board, and the negotiations shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code. The negotiations for the 2018 reopener will commence upon dates to be established by the parties during the fourth quarter of 2017, and for 2018 as determined through negotiations.

Employees shall be notified in advance of any modifications in premium contribution amounts. The City will notify the Union of any proposed changes in employee premium contribution amounts and agrees to meet with the Union to discuss such changes in advance of such changes becoming affective.

**Section 21.3 – Additional Insurance Coverage.** Employees of the City shall be provided with the opportunity to obtain insurance coverage for dental, vision and life policies under such terms and conditions as are afforded to all employees within the City. An employee's participation in such plans is optional. All employees will who participate in such plans will be required to contribute through payroll deduction to the premium for the plans as determined by the City. The contribution rate for 2017 shall be 10% of the premium costs for the plans. The maximum employee contribution toward the city's other insurance plan premiums for 2018 and 2019 shall be subject to reopened negotiations pursuant to the provisions in Section 21.2 above.

**Section 21.4 – Eligibility.** Employees in the classified service shall be eligible for health insurance coverage after completion of the waiting period established by the health insurance plan. Employees who have a spouse employed by the City, whether with the Employer or another office in the City, who is eligible for and/or who has coverage under the City plan shall be eligible for family or dual (two person) coverage under the plan or as otherwise allowed by the City plan. The coverage will be designated for one employee of the City under the City health plan.

**Section 21.5 – Opting Out Provisions.** Opting-out of the City's health insurance plan through Medical Mutual is a one-time offer to Opt-Out with these amounts considered as taxable wages. Opt-Out amounts are as follows:

Family:	\$3,000.00	Employee/Child:	\$2,000.00
Employee/Spouse:	\$2,000.00	Employee Only:	\$1,000.00

Opt-out allows an employee who has coverage under another medical plan (for example coverage under a spouse or domestic partner's medical insurance) to receive a cash payment instead of the City's medical coverage. City employees must provide proof of other medical coverage (for instance – a copy of the other health plan's identification card) and sign a waiver of coverage form in order to participate in the Opt-Out Program. By signing the waiver of coverage form, the

employee is acknowledging that they will not be eligible for coverage under the City's existing plan. An Opt-Out enrollment request cannot be processed unless this documentation signed and provided.

If an employee, who has chosen to Opt-Out, experiences a qualifying event during the plan year (January – December), he/she can make a new health plan election by completing and submitting the required insurance change forms within 90 days of the qualifying event. The coverage change must be consistent with the following qualifying events:

- Marriage or newly eligible domestic partner;
- Divorce;
- Termination/commencement of spouse/dependent employment;
- Birth/adoption of child;
- Death of the participant's spouse or child;
- Unmarried dependent satisfies/ceases to satisfy health plan coverage eligibility requirements;
- Participant/spouse taking an approved unpaid leave of absence, in excess of 31 days;
- A change in place of residence or work of the employee/spouse/dependent resulting in loss of coverage due to HMO service area restrictions.

Unless a qualifying event occurs as defined above, the participating employee's next opportunity to receive coverage under the City's health insurance plan would be during open enrollment beginning 30 days prior to the start of the new plan year.

In the event that an employee participating in the Opt-Out program voluntarily or involuntarily leaves employment with the City during the year or experiences a qualifying event as described above, the employee will be required to repay the Opt-Out cash payment received pro-rated upon the health insurance policy term as follows:

*Employee Voluntarily or Involuntarily Leaves City Employment* - The employee which received the Opt-Out cash payment shall repay the City the pro-rated share beginning January 1 until the final day of City employment. The repayment amount shall be calculated by the Finance Department and approved by the City Administrator.

*Qualifying Event* – The employee who experiences a qualifying event as defined above and received an Opt-Out cash payment shall repay the City the pro-rated share beginning January 1 through the date in which enrollment in the City's insurance coverage begins. The repayment amount shall be calculated by the Finance Department and approved by the City Administrator. In the event that the employee does not have sufficient funds to repay the City, a payment plan *may* be approved by the City Administrator and the pro-rated amount will be repaid no later than 3 months after enrollment in the City's insurance plan.

## **ARTICLE 22 MEDICAL EXAMINATIONS**

**Section 22.1 – Examinations – General.** Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of

employees. Examinations shall be required for employees when ordered by the City Administrator or the designee. Examinations may be either periodic or as the Employer may require. If found not qualified, the employee may request available sick leave or vacation or medical leave without pay with the right to return.

**Section 22.2 – Health and Safety.** Examinations are intended to guard the health and safety of employees and will be ordered only when necessary, as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, the Employer has reasonable concern for an employee's ability to perform the material and substantial duties of his position.

**Section 22.3 – Inability To Perform.** If an employee, after a medical examination, is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to workers' compensation, if eligible). At any time following the expiration of all available paid leave and unpaid leave under the Family and Medical Leave Act, the Employer may initiate an involuntary disability separation of an employee as otherwise provided for in OAC §123:1-30-01(A) – (E) and (G). While an employee who has been disability separated may utilize the grievance and arbitration procedure found within Article 16, the employee may not appeal the disability separation to the State Personnel Board of Review as otherwise provided for in OAC §123:1-30-1 (f), nor may the employee appeal the disability separation to the City of Pataskala Personnel Board of Review. If an employee applies for disability retirement benefits, the Employer will support that application by responding truthfully and completely to all requests made by the Ohio Public Employee Retirement System. However, this provision may not be considered an admission or agreement for workers' compensation benefits.

**Section 22.4 – Return.** Employees requesting return from disability separation must submit documentation of their ability to perform the material and substantial duties of their classifications. The Employer may request an examination prior to return to work.

**Section 22.5 – Cost of Examinations.** Any costs for examination required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his position. If the employee disagrees with said determination he may be examined by a physician of his choice at his expense. If the two (2) reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two (2) physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be shared equally by the employee and the Employer.

**Section 22.6 – Requirements.** Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

## **ARTICLE 23     HOLIDAYS**

**Section 23.1 – Holidays.** The following days shall be considered legal holidays for which full-time, non-union employee shall receive their regular compensation:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Day (third Monday in January)

3. Presidents Day	(third Monday in February)
4. Memorial Day	(last Monday in May)
5. Independence Day	(July 4)
6. Labor Day	(first Monday in September)
7. Veteran's Day	(November 11)
8. Thanksgiving Day	(fourth Thursday in November)
9. Day After Thanksgiving	(fourth Friday in November)
10. Christmas Day	(December 25)

If any day designated in this section as a legal holiday falls on Saturday or Sunday, then either the Friday preceding or the Monday succeeding either day will be designated by the Mayor as a legal holiday.

**Section 23.2 – Holiday Pay.** All full-time employees are entitled to eight (8) hours of pay at their current rate of pay for the holiday.

**Section 23.3 – Holiday Work.** Employees shall not be required to work holidays unless failure to work would impair City service.

1. All hours worked on a holiday will be paid at 1.5 times an employee's rate of pay.
2. If a holiday falls on an employee's scheduled day off, the employee shall be entitled to an additional eight (8) hours pay at straight-time rate.
3. If a holiday occurs when an employee is on paid leave, the employee will be entitled to eight (8) hours holiday pay at the straight-time rate.

**Section 23.4 – Additional Holidays.** In addition, all fulltime employees shall receive such additional days off as the employer determines to provide city-wide to all other City employees. Such additional days or time shall be upon such terms and conditions as the City may, from time to time, establish.

## **ARTICLE 24 SICK LEAVE**

**Section 24.1 – Sick Leave Accrual.** Sick leave credit shall be earned at the rate of 3.076 hours for each eighty (80) hours of service in active pay status up to maximum of eighty (80) hours per year. Members may accrue an unlimited number of sick leave hours. Sick leave shall not be advanced prior to its being earned. All employees, at the time of separation of employment in good standing, at the employee's request, shall receive payment based on employees straight-time rate of pay at separation of employment for one-fourth (1/4) of the member's accrued but unused sick leave, up to a maximum of one-fourth (1/4) of nine hundred sixty (960) hours. No employee shall be entitled to payment in excess of one-fourth (1/4) of nine hundred sixty (960) hours. No employee shall be entitled to payment in excess of one-fourth (1/4) of the employee's accrued but unused sick leave, or in excess of one-fourth (1/4) of nine hundred sixty (960) hours, whichever is less. "Good standing" means: (1) a voluntary resignation given with at least two (2) weeks prior written notice; (2) which occurs without the employee being under investigation for an allegation that could lead to a potential suspension or termination of employment; and (3) which occurs

without the employee being under a charge or investigation for an allegation that could lead to a potential criminal charge.

**Section 24.2 – Use of Sick Leave.** An employee may use sick leave upon approval of his or her Department Head and/or designee for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, for illness or injury in the immediate family and for necessary medical, dental or optical consultation or treatment when the same cannot be obtained during off-duty time. In case of death of an employee, the unused sick leave credited to any such employee shall be paid pursuant to any lawful testamentary directives provided to the employer. In the absence of such directives the employer will make payments to the surviving spouse or the estate of the deceased.

**Section 24.3 Sick Leave Verification.** Within a reasonable amount of time before starting his/her shift, an employee on sick leave shall inform their supervisor of the fact, except in the case of provable inability to make a telephone call. Except in cases of suspected abuse, an employee will not be routinely required to furnish upon returning to duty a physician's certificate evidencing that the absence was for one of the reasons set forth in in Section 24.2 above, for absences of two (2) consecutive days or less. The employee may be required to furnish such a certificate following an absence in excess of three (3) consecutive working days. Employees shall be required in all cases to furnish a written, signed statement upon appropriate department form to justify the use of sick leave.

**Section 24.4 - Definition Of Immediate Family.** Mother, Father, Child, Spouse, Grandparent, Grandchild, Brother, Sister, Legal Guardian, stepchildren or other person who stand in place of Parent.

## **ARTICLE 25 VACATION LEAVE**

**Section 25.1 – Vacation Accrual.** Bargaining unit employees shall earn vacation in accordance with the following schedule:

<b>TOTAL YEARS OF SERVICE</b>	<b>BI-WEEKLY ACCRUAL RATE</b>	<b>PAID VACATION HOURS</b>	<b>ACCRUAL LIMIT BALANCE</b>
0-5 years	3.076 hours	80	120
6-11 years	4.615 hours	120	160
12-19 years	6.16 hours	160	200
20 – 25 years	7.693 hours	200	240
26 plus years	9.23 hours	240	280

**Section 25.2 – Vacation Pay Upon Separation.** Upon separation from the City service, with at least one year of service, employees are entitled to compensation for their earned vacation leave at their current rate of pay. In case of death of an employee, the unused vacation leave credited to any such employee shall be paid to the surviving spouse or the estate of the deceased if there is no living spouse.

**Section 25.3 – Vacation Scheduling.** All vacation leave must be scheduled through and authorized by the Director (or designee). Vacations shall be scheduled by seniority.

**Section 25.4 – Annual Conversion.** An employee may convert up to forty (40) hours of vacation leave to cash on a 1:1 ratio of leave to cash only when both of the following occur: 1) the employee has utilized less than 45 hours of sick leave that is not supported by a physician's certificate during the rolling twelve (12) month period; and 2) the employee has met the consecutive utilization requirement; employees may take their other vacation leave in minimum increments of two (2) hours provided that a minimum of forty (40) hours must be taken on a consecutive hour basis each year of employment.

Requests to have accumulated vacation time paid at the then-current rate of compensation which are made on or before November 15 shall be paid out at the time of the next paycheck. Requests made between November 16 and December 31, will be paid on a 'best efforts' basis, contingent upon availability of adequate appropriations. Employees shall have the option to receive the proceeds from such vacation time cash out paid to them in a separate payroll distribution, provided that the employee provides such direction in writing or via email to the Finance department on or before the first business day following the pay period end.

## **ARTICLE 26 INJURY LEAVE**

**Section 26.1 – Injury Leave Defined.** A member that is injured on duty shall, in the sole discretion of the Employer, be eligible for injury leave for a period of up to thirty (30) calendar days from the date of injury. This time shall not come from the employee's sick leave bank. The City Administrator may extend this injury leave up to ninety (90) calendar days from the date of injury.

## **ARTICLE 27 OTHER LEAVES**

### **Section 27.1 – Other Leaves.**

- A. **Military Leave.** An employee who as a member of the Ohio National Guard or as a reserve member of the Armed Forces of the United States, is called upon to receive military training or who is called to active duty, shall be entitled to a leave of absence with pay for a period or periods not to exceed twenty-two (22) eight (8) hour work days or 176 hours in any consecutive twelve (12) month period. An employee qualifying for paid military leave who is called or ordered to the uniformed services for longer than the above period shall be paid for the remaining time beyond the first twenty-two (22) eight (8) hour work days or 176 hours at his or her regular compensation rate less whatever compensation the employee may receive for such military service. If the employee's military compensation exceeds the compensation the employee is otherwise entitled to from the City, the employee will not be entitled to any additional compensation from the City.
- B. **Jury Duty Leave.** Employees summoned to serve upon a jury in a court of law shall be paid his/her regular salary for the actual period of time of service or that period required by the Court to be at the Court for call to serve on the jury. Employees shall forward stipend paid to them by the Court in compensation to the City.

Time so served upon a jury shall be deemed active service with the City for all purposes. The employee is required to obtain a signed record from the courts to document the time spent on jury duty.

1. When an employee receives a summons for jury duty, he or she shall present such summons to his or her Department Director. A copy will be made of the summons, filed, and recorded in the employee's personnel file.
  2. When notified by the court to report to jury duty on a day certain, a time report shall be completed and signed by the assignment commissioner or appropriate court official for each day during jury service setting forth the time of arrival and departure from the court. Upon return to work, the employee shall present this report to his/her Supervisor.
  3. When an employee's jury duty is complete and not more than two hours of work remain on a shift, he or she shall report to work. Alternatively, if the employee does not want to return to work he or she may take the remainder of his or her shift off and use vacation or comp. time, with the approval of his/her Department Director.
- C. Examination Leave. Time off with pay shall be allowed each employee covered by this Agreement for taking a required examination pertinent to their City employment before a State or Federal Licensing Board.
- D. Special Leave. In addition to other leaves authorized in this Agreement, the City Administrator may authorize special leaves of absence with or without pay, which exercise of discretion is not subject to a grievance.
- E. Court Leave. Employees who are required to attend any court of record as a witness on behalf of and called by the City shall be compensated for such time at their normal rate of pay.
- F. Absence Without Leave. All unreported absences shall be considered as absence without leave and loss in pay shall automatically be made for the period of absence. Such unreported leave may also be made the grounds for corrective action, including dismissal or suspension.
- G. Funeral Leave for Death of Parents, Spouse, Children or Grandchildren. Leave with pay due to death of parents (including spouse's parents), brothers, sisters, spouse, children, or grandchildren shall be allowed and limited to a maximum of five (5) working days. Additional days may be taken, subject to the approval of the City Administrator, and, if approved, charged to either sick leave, vacation leave or non-compensated time off.
- H. Funeral Leave for Death of Other Relatives. Leave with pay due to death of grandparents, grandparents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, or a legal guardian or the person who stands in the place of a parent shall be limited to a maximum of three (3) working days. Additional days may be taken, subject to the approval

of the City Administrator, and, if approved, charged to either sick leave, vacation leave or non-compensated time off.

## **ARTICLE 28 ATTENDANCE AND HOURS OF WORK**

**Section 28.1 – Workday/Workweek.** The workweek currently consists of forty (40) hours based on five (5) consecutive eight (8) hour workdays Monday through Friday and two (2) consecutive days off Saturday and Sunday. The normal work hours are established by the City Administrator and may be modified as determined to be necessary or in the best interest of the City as determined by the Administrator. No change in normal workweek hours will be made without a minimum of a thirty day notice to the impacted employee or employee classification group. The salary wage ranges prescribed in the pay plan for the respective classifications are based on an average workweek of forty (40) hours in a work year of 2,080 hours. While the Employer does not have current plans to modify the normal workweek structure or starting and ending time, nothing in this Section or this Agreement shall preclude the Employer from altering such matters as the Employer determines to be appropriate.

**Section 28.2 – Flex Time.** Utilities department field staff employees, including Operators, Field Tech II and Field Tech I, may request to start (flex), with at least twenty four (24) hours advance notice, up to one (1) hour before or after their normal starting time with prior approval from the Utilities Director, or his/her designee. Decisions made under this section shall be subject to the grievance process, but not the arbitration procedure.

**Section 28.3 – Work Period.** Members shall be provided two 15-minute breaks each workday. Such break periods should never interfere with the proper performance of work responsibilities of the department. These breaks will be considered as part of the employee's work time. Breaks may normally be taken at the work site but any travel time to and from the work site is part of the 15-minute break period. Breaks shall not be part of or connected to starting time or ending time, without prior approval of the Department Head or designee. Break time is not cumulative and shall be scheduled by the supervisor.

**Section 28.4 – Lunch Break.** Employees will be permitted a one-half hour (1/2) meal break during their eight (8.0) hour work day to the extent their workload permits. Employees on a meal break are subject to immediate call to return to duty. It is understood that the meal break is subject to scheduling restraints and is not at an established hour of the day. In addition, there is no assurance that an employee directed to return to work will be able to complete an interrupted meal break. Calls to return to work from a meal break or the scheduling of meal breaks are not subject to the grievance procedures set forth in this Agreement. During periods where members work ten (10) hours or more in a scheduled workday the City will provide an additional one-half hour, (1/2), meal break.

## **ARTICLE 29 COMPENSATORY TIME**

**Section 29.1 – Compensatory Time.** At the election of the employee, overtime may be compensated with compensatory time off in accordance with the provisions of the Fair Labor Standards Act. Such compensatory time off shall be equal to one and one-half (1½ times) for each one (1) hour of overtime worked. The maximum number of compensatory hours an employee will be permitted to accumulate in a calendar year is one hundred and twenty (120) hours. These



hours must be used in minimum increments of fifteen (15) minutes. Compensatory time may not be used to extend any other leave without the prior consent of the Administrator or his designee. After an employee's maximum compensatory time bank has reached one hundred and twenty (120) hours, all additional overtime for such employee shall be paid at the appropriate overtime rate.

An employee shall be permitted to cash out comp time to be paid at the then current rate of compensation once per year prior to the last pay-period of the payroll year. Requests to have accumulated compensatory time paid at the then current rate of compensation which are made on or before November 15 shall be paid out at the time of the next paycheck. Requests made between November 16 and December 31 will be paid on a 'best efforts' basis, contingent upon availability of adequate appropriations. Employees shall have the option to receive the proceeds from such compensatory time cash out paid to them in a separate payroll distribution, provided that the employee provides such direction in writing or via email to the Finance Department on or before the first business day following the pay period end.

At the discretion of the City Administrator and due to the operational needs of each department, the practice of utilizing comp time may be halted during an emergency.

### **ARTICLE 30 TUITION REIMBURSEMENT, LICENSES, REGISTRATIONS AND CERTIFICATIONS**

**Section 30.1 – Reimbursement Program.** All employees of the bargaining unit may participate in the City's Tuition Reimbursement Program upon the approval of the City Administrator. Under this program, each employee shall be eligible for assistance limited to 50% of the cost of tuition, books, and other necessary materials up to \$1,000 for an associate's degree, \$1,500 for a bachelor's degree, and \$2,000 for a master's degree in reimbursement per calendar year. Courses of instruction eligible for reimbursement under this program shall include courses necessary for job-related degree programs. In addition, only coursework provided by a recognized institution (e.g. college, university, community college, post-secondary technical school, etc.) shall be eligible for reimbursement under this program. No reimbursement shall be approved for correspondence courses.

- A. **Necessary Approval:** All coursework subject to reimbursement shall be transmitted, in advance and through the division/Department Head to the Director of Human Resources for approval. The Division/Department Head shall provide a written recommendation concerning approval/disapproval of the request at the time of transmittal to the City Administrator. If practicable, an employee shall make application for approval of coursework at least thirty (30) days prior to commencement of the course study. The City Administrator shall evaluate the employee's coursework/degree program or job-relatedness and shall notify the employee, in writing regarding his/her approval/disapproval if said coursework/degree program on that basis. The City agrees that approval of coursework/degree program will not be unreasonably withheld. An employee may receive blanket approval for an entire degree program or a continuing course of study if all courses within the program are identified. If all or part of the program is approved, the employee need not reapply for approval for each course within the portion(s) approved.

- B. Course Attendance: Courses are to be taken on other than scheduled working hours, unless approval is obtained from the Division Head or hi/her designee, to take such courses on work time.
- C. Reimbursement Procedure: Reimbursement shall be made upon successful completion of a course with the grade of "C+" (2.50) or better. The employee shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt from the institution confirming the employee has paid for the tuition, fees and required textbooks. Any financial assistance available to an employee shall be deducted from the amount of tuition reimbursement that would otherwise be payable. The employee shall not be reimbursed for incidental expenses such as paper or supplies, mileage, parking, meals or other expenses other than tuition, fees and required textbooks.

**Section 30.2 – Required Licenses, Registrations or Certifications.** As to Bargaining Unit Members, the Employer agrees that any costs or fees associated with obtaining or maintaining any Employer required licenses, registrations or certifications, (e.g. Commercial Driver's License, Public Operator's License and pesticide Application License), shall be paid by the Employer. In addition, reasonable efforts shall be made by the Employer to accommodate the need for employees to take required examinations or training during regular work hours.

## **ARTICLE 31 SAVINGS CLAUSE**

**Section 31.1 – Application of Savings Clause.** A decision by a court of competent jurisdiction finding any part of the Agreement to be illegal does not affect the remainder of the Agreement which shall remain in full legal force and effect, unless the decision negates the legal enforceability and validity of the entire Agreement. In the event that any part of the Agreement is determined to be illegal or unlawful, the City and the Union shall meet for the purpose of negotiating a lawful alternative provision. Either party may request the intervention of a mediator if the parties fail to reach an agreement on an alternative provision within thirty days following the first negotiating session.

## **ARTICLE 32 APPLICATION OF CIVIL SERVICE LAW**

**Section 32.1 – Application of Civil Service Law.** Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, civil service laws contained in Revised Code Chapter 124, Sections 124.01 through 124.56, provisions of R.C. §325.19 and any other matter referenced in this Agreement shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services, the State Personnel Board of Review and the Personnel Board of Review of the City of Pataskala shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

## **ARTICLE 33 DURATION OF AGREEMENT**

**Section 33.1 – Duration.** This agreement shall be effective January 1, 2017 and shall remain in force and effect through December 31, 2019.

**SIGNATURE PAGE**

In witness whereof, the parties hereto have caused this agreement to be executed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

**UNITED STEELWORKERS**

**CITY OF PATASKALA**

\_\_\_\_\_  
Leo Gerard, International President USW

\_\_\_\_\_  
Benjamin J. King, City Administrator

\_\_\_\_\_  
Stan Johnson, Secretary Treasurer USW

\_\_\_\_\_  
James M. Nicholson, Finance Director

\_\_\_\_\_  
Thomas Conway, VP Of Administration

\_\_\_\_\_  
Brian M. Zets, Law Director

\_\_\_\_\_  
Fred Redmond, VP Of Human Affairs USW

\_\_\_\_\_  
David R. McCall, Director District 1 USW

\_\_\_\_\_  
Mark Shaw, Contract Coordinator, USW

\_\_\_\_\_  
Teresa Hartley, Staff Representative USW

\_\_\_\_\_  
Daniel R. Alexander, Committee Member

\_\_\_\_\_  
Mitchell Rader, Committee Member

\_\_\_\_\_  
Eric Winkler, Committee Member

## **APPENDIX A – UNIFORMS & EQUIPMENT**

The following uniforms and equipment shall be furnished to each employee, excluding clerical, within the Public Service Department and Utility Department by the city for use during pay status time:

One (1) Jacket (Hip length) with quilted lining

One (1) pair Safety Shoes

Gloves, as needed

One (1) pair rubber boots

Rain gear as needed

One (1) pair Carhart or equivalent coveralls, with option of choosing Carhart or equivalent bibs and coat with hood.

Two (2) Regular or hooded sweat shirts

One (1) pair mechanics Gloves

Five (5) shirts/blouses

Five (5) pair jeans/slacks

All required Safety Equipment

Five (5) summer shirts with sleeves/collars

One (1) Hat/Cap – If issued, the hat/cap shall be worn, except for safety or weather reasons, or the head remained uncovered. The issued hat/cap, as part of the prescribed uniform, may be discontinued at the discretion of the City Administrator.

All shirts, caps/hats, blouses and jackets shall have City logo attached.