

**AGREEMENT
BETWEEN THE**

**CITY OF
MANSFIELD**

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME),
OHIO COUNCIL 8, LOCAL 3088**

CASE # 2024-MED-01-0029

**EFFECTIVE
MAY 1, 2024**

**THROUGH
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TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
PURPOSE PREAMBLE	1
ARTICLE 1 RECOGNITION	1
ARTICLE 2 MANAGEMENT RIGHTS	3
ARTICLE 3 BARGAINING UNIT WORK	4
ARTICLE 4 SEVERANCE OF PRIOR AGREEMENTS	5
ARTICLE 5 UNION DUES DEDUCTION.....	5
ARTICLE 6 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES	7
ARTICLE 7 UNION REPRESENTATION STRUCTURE AND ACTIVITIES	7
ARTICLE 8 DISCIPLINE.....	10
ARTICLE 9 GRIEVANCE PROCEDURE.....	13
ARTICLE 10 HOURS OF WORK, OVERTIME AND PAYDAYS	17
ARTICLE 11 LABOR/MANAGEMENT	23
ARTICLE 12 PROBATIONARY PERIODS	23
ARTICLE 13 VACANCIES AND TRANSFERS	24
ARTICLE 14 PERSONNEL FILES.....	26
ARTICLE 15 GENERAL WORK RULES	26
ARTICLE 16 NEW/EXISTING JOB DESCRIPTIONS/CLASSIFICATIONS	27
ARTICLE 17 DRUG/ALCOHOL TESTING	28
ARTICLE 18 HEALTH AND SAFETY COMMITTEE.....	31
ARTICLE 19 INSURANCE	32
ARTICLE 20 LAYOFF AND RECALL.....	35
ARTICLE 21 SENIORITY	37
ARTICLE 22 SHIFT BIDDING	38
ARTICLE 23 SICK LEAVE	38
ARTICLE 24 VACATIONS	45
ARTICLE 25 HOLIDAYS/PERSONAL DAYS	48
ARTICLE 26 EMERGENCY CLOSURE OF CITY FACILITIES.....	49
ARTICLE 27 WAGE CONTINUATION.....	50
ARTICLE 28 UNPAID LEAVES OF ABSENCE.....	52
ARTICLE 29 BEREAVEMENT LEAVE.....	54
ARTICLE 30 MILITARY LEAVE.....	55
ARTICLE 31 CIVIL LEAVE.....	55
ARTICLE 32 EXAMINATION LEAVE.....	55
ARTICLE 33 DISASTER LEAVE	55
ARTICLE 34 ORGAN DONOR LEAVE.....	55
ARTICLE 35 FRAUDULENT BENEFIT CLAIM	56
ARTICLE 36 CONTRACTING OUT	56
ARTICLE 37 WAGES	56
ARTICLE 38 LONGEVITY	58
ARTICLE 39 PERS CONTRIBUTIONS.....	58
ARTICLE 40 SHIFT DIFFERENTIAL	59
ARTICLE 41 LICENSE PAY	59
ARTICLE 42 AIR HAMMER OPERATION.....	61
ARTICLE 43 TOOLS AND UNIFORMS	61
ARTICLE 44 EDUCATIONAL ASSISTANCE.....	63

ARTICLE 45 BULLETIN BOARDS.....65
ARTICLE 46 PSCC TRAINER OPPORTUNITIES/TRAINING PAY65
ARTICLE 47 CDL LICENSURE/TESTING/TRAINING66
ARTICLE 48 VERIFICATION-NOTIFICATION OF EMPLOYMENT INFORMATION/STATUS67
ARTICLE 49 PREEMPTION OF STATUTORY RIGHTS68
ARTICLE 50 SEVERABILITY.....68
ARTICLE 51 NO STRIKE/LOCKOUT AND NEGOTIATION PROCEDURES IN DURATION.....68
ARTICLE 52 DURATION OF AGREEMENT.....69
SIDE LETTER CITY INSURANCE COMMITTEE.....71
MEMORANDUM OF UNDERSTANDING EXTERNAL PROCESS VACANCIES.....71
APPENDIX B JOB CLASSIFICATIONS & WAGE SCALE72

PURPOSE PREAMBLE

Section 1. Parties/Purpose. This Agreement is entered into by and between the City of Mansfield, Ohio (hereinafter referred to as the "City"), and the American Federation of State, County and Municipal Employees, Local No. 3088 and Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Union"), following collective bargaining on the subjects of wages, hours, fringe benefits, and working conditions, in recognition of the common interest in public service to the residents and for the purposes of achieving better understanding between the parties and for the peaceful settlement of any differences which may arise between the parties.

Section 2. Cooperation. The City and the Union shall use their best efforts to fulfill their legal responsibilities to public employees, to achieve better understanding between the City and the employees represented by the Union, and to assure the proper respect and fair dealing between the City and employees represented by the Union. The City and the Union shall work together in the interest of maintaining and improving the efficiency in all municipal operations including conservation of materials, supplies, equipment, and the improvement and quality of workmanship and service.

ARTICLE 1 RECOGNITION

Section 1.1. The City hereby recognizes the Union as the sole and exclusive representative and bargaining representative of all full-time and regular employees of the City of Mansfield in the classifications listed here under Section 2, for the purpose of collective bargaining in any and all matters relating to wages, hours, benefits, terms and conditions of employment. The City shall not recognize any other organization, person, or union as representing any employee or classification within the bargaining unit.

Section 1.2. Included. The following classifications or titles shall comprise the bargaining unit and are covered by the terms and conditions of this agreement:

Automotive Mechanic	Mason
Body Shop Repair Worker	Meter Reader
Building Maintenance Aide II	Motor Equipment Operator
Carpenter/Bldg. Maintenance Aide	Park Equipment Operator
Computer Technician	Parking Control Officer
Evidence Technician	Repair Worker
Housing Inspector	Shift Operator
Installer	Park Police Officer/Laborer
Computer/Electronic/Instrument Technician	Sampling Aide
Lab Technician	Senior Traffic Control Technician
Laborer	Shift Operator I
Maintenance Mechanic	Special Police/MEO
Maintenance Technician	Storekeeper

Clerk Typist
Field Tax Clerk
Finance Clerk
Finance Officer
Assistant Payroll Clerk
Payroll Clerk
Police Records Clerk
Rehab Officer
Sewer Camera Operator
Finance/Income Tax Court Coordinator
Water Valve Technician

Traffic Control Technician
Utility Maintenance Dispatcher
Account Clerk
Reloc/Rehab Specialist
Senior Account Clerk
Secretary I
Secretary III
Police Aide
Public Safety Dispatcher
Solids Dewatering Operator
Transcriber Clerk

Section 1.3. General Exclusions. The following groups of employees are excluded from the bargaining unit covered by this Agreement:

- A. Those classes which, on the effective date of this Agreement are represented by other recognized or certified employee organizations;
- B. Those classes which are not a part of the multi-unit bargaining leading to this Agreement;
- C. Temporary employees (including temporary agency employees), seasonal employees (who do not work more than five hundred twenty (520) hours per calendar year) and part-time employees (employees who do not work more than twenty (20) hours per calendar week and one thousand forty (1,040) hours per calendar year). The Human Resources Department agrees to provide copies of all appointment letters and termination notices for such employees to the Union on a quarterly basis.

Section 1.4. Specific Exclusions. In addition to those general exclusions set forth above, the following specific personnel are excluded from the bargaining unit.

- A. Directors, Managers, Operations Supervisors, Supervisors I, Foremen, Administrative Assistants, Confidential Employees, Elected Officials, fiduciary employees in all departments and divisions of the City.
- B. Civil Service Commission and Staff
- C. City Council Staff
- D. Clerk of Court's Staff
- E. Community Development - Community Development/EEO Officer
- F. Engineering- City Engineer, Chief Deputy City Engineer and Project Planner
- G. Finance Directors Staff/Income Tax Assistant Finance Director, Administrative Assistant

- H. Regional Community Advancement employees
- I. Judges' Staff
- J. Law Director's Staff
- K. Division of Fire - Chief, Assistant Chief(s), Firefighters (Sworn)
- L. Division of Police - Chief, Assistant Chief, Police Officers (Sworn)

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1. Except as specifically limited by this Agreement, the City reserves and retains solely and exclusively each of its statutory and common law rights-express or inherent-to operate, manage, and direct the operations, premises, and workforce of the City and to maintain efficiency of operations. Such rights shall include, but are not limited to, those rights enumerated in Ohio Revised Code §4117.08 (B) and (C). Examples of such rights reserved to and retained by the City include, but are not limited to, the following:

- A. The sole right to hire, discipline and discharge for just cause, lay-off, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force, the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked.
- B. To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the City; available funds and budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services, and programs of the City; the utilization of technology and organizational structure.
- C. To appoint, evaluate, assign, reassign, schedule, reschedule, train, retain, or reinstate employees;
- D. To determine matters of operation of any civil service system;
- E. To direct, supervise, and manage the work force; to determine the efficiency and effectiveness of the work force; to determine the composition and adequacy of the work force; and to select the personnel by which City operations shall be carried out;

- F. To maintain or increase the efficiency and/or effectiveness of City services; to relieve employees from their duties because of a lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of City services; and to schedule overtime; and
- G. To take appropriate action to carry out the functions, services, and programs of the City in an emergency.

ARTICLE 3
BARGAINING UNIT WORK

Section 3.1. Except as specifically restricted by this Agreement, the Employer has and retains the right to determine the personnel by which operations are to be conducted pursuant to Article 2, Management Rights.

Section 3.2. Excluded persons, as defined in Sections 1.3 and 1.4 of this Agreement, shall not be used to perform work normally performed by bargaining unit employees except in the following instances:

- A. Emergency as deemed necessary where bargaining unit employees are not available to perform such work;
- B. Training or instructing bargaining unit employees or demonstrating the proper method of accomplishing tasks assigned;
- C. To perform minimal tasks, which will provide better service.

Section 3.3. In addition to the exceptions set forth in Section 3.2, supervisory employees in the Public Safety Communications Center shall also be eligible to perform bargaining unit work in the following instances:

- A. When necessary to provide break and/or lunch relief;
- B. To allow the release of employees for union, covering time off, or other approved activities;
- C. To provide temporary coverage for no shows, or when the classification specification provides that the supervisor does, as a part of his job, some of the same duties as bargaining unit employees.

Section 3.4. Emergency. For purposes of the provisions of this agreement, an emergency shall be defined as necessary to protect the health, welfare and safety of the citizens of Mansfield.

ARTICLE 4
SEVERANCE OF PRIOR AGREEMENTS

This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining for the term of this contract. Unless specifically and expressly set forth in the written provisions of this Agreement, all rules, regulations, and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union. Practices will be referred to the labor management committee for the purposes of notification and discussion prior to the decision about being rescinded.

ARTICLE 5
UNION DUES DEDUCTION

Section 5.1. Dues Deduction. The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed check-off card (Appendix A) for the employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the check-off monies shall be remitted.

Section 5.2. Dues Deduction Procedure. The payroll deduction shall be made by the Employer biweekly each pay period of each month. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within fifteen (15) days of their deduction.

1. With each remittance of deductions and transmittal of dues/fees, the Employer shall email the following information: name of employee, employee department, employee ID number, the amount of the deduction for each employee, and the total amount of the dues deducted for all employees for the pay period of the report.
2. Quarterly, a non-member list will be provided and emailed containing the following information: the current name of those non-member employees occupying a bargaining unit classification, employee ID number for those non-members, and city email address or city phone number of each non-member.
3. Quarterly, a dropped employee list will be provided and emailed containing the following information: the current name of those employees who may have withdrawn union membership, employee ID number for those employees dropping membership, and city email address or city phone number for each dropped employee.

The above information will be emailed to Coregion@afscme8.org.

Section 5.3. Indemnification. The Union shall defend, indemnify, and save the City harmless against any and all claims, demands, suits, or any other form of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this article.

Section 5.4. Dues Checkoff Authorization

- A. Dues revocation shall be in accordance with the check off agreement. Employees who are members of the union may revoke their union membership at any time by sending written notification to the Union of their desire to drop their union membership. Revocation of membership does not revoke union dues authorization, which may only be revoked as set forth below.
- B. Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the due's checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.
- C. Both the Employer and the Union intend that this article be lawful in every respect. If any court of last resort determines any provision of this article is illegal, that provision, alone, shall be void. Invalidation of any provision of this article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.
- D. This article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time. With the exception of Appendix A, no portion of this article maybe amended except by written signed agreement of the parties.

In the event the U.S. Supreme Court, Federal or State Legislation declares fair share legal in the future, the parties agree to reinstate the fair share provision as contained in the 2018-2021 Negotiated Agreement.

Section 5.5. P.E.O.P.L.E. Check-Off.

- A. The Employer will deduct voluntary contributions to the Federation of State, County and Municipal Employee International Union Public Employees Organized to Promote Legislative Equality (PEOPLE) committee from the pay of an employee upon the receipt from the Union of an individual written authorization card voluntarily executed by the employee.

- B. Deduction Procedure. The contribution amount will be certified to the employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.
- C. An employee shall have the right to revoke such authorization by giving written notice to the employer and the Union at any time.
- D. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
- E. All PEOPLE contributions shall be made as a deduction separate from the dues deductions.

ARTICLE 6
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

Section 6.1.

- A. The City of Mansfield is an equal opportunity employer. No decisions concerning any term or condition of employment shall be based upon race, religion, creed, gender, national origin, age, disability, veteran status, or any other legally protected status, except where such criteria constitute a bona fide occupational requirement.
- B. Any person who believes the City has illegally discriminated against them, as outlined in Section 6.1(A) above, may elect to use the grievance procedure herein and/or the civil legal process for redress.

Section 6.2. Union Affiliation. The City and Union agree not to restrain or coerce any employee because of the employee's membership or non-membership in the Union or involvement or noninvolvement in Union activity.

Section 6.3. Gender Neutral. All references to employees in this Agreement designate both sexes. Wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7
UNION REPRESENTATION STRUCTURE AND ACTIVITIES

Section 7.1. Stewards. The City shall recognize one (1) bargaining unit employee as designated

by the Union from each division of the City listed in Section 2(A) herein, to be known as division stewards. Division stewards shall be authorized during working hours, with no loss of pay, upon prior notification to and approval of their division head, to serve as a liaison between bargaining unit employees in the steward's division and the zone steward over the division. Division heads will not unreasonably deny approval, but shall maintain the right to schedule activities so as to minimally impact operations. Division stewards may not process or investigate grievances, attend investigators interviews, grievance hearings or arbitrations or engage in any other union business other than serving as a liaison between employees and zone stewards.

Section 7.2. Zone Stewards

- A. The City shall recognize one (1) bargaining unit employee as designated by the Union from each of the following zones of the City, to be known as zone stewards:

Zone 1

Repair Garage
Street Department
Water Repair
Sewer Repair

Zone 2

Water Treatment
Wastewater Treatment
Airport
Clearfork
Parks & Recreation

Zone 3

Fire Division
Police Division
Public Safety Communications Center
Building Maintenance
Codes and Permits
Community Development
Finance & Income Tax
Utility Collections

- B. Zone stewards shall be authorized during working hours, with no loss of pay, to represent employees in investigatory interviews, investigate grievances and represent employees through all three (3) steps of the grievance procedure, for employees in the divisions in their zone only. Before leaving the work area to perform such authorized activity, the zone steward must obtain the prior approval of his division head, and before entering a work area other than his own, shall obtain prior approval of the division head over that area and

notify the division head that he will be in the area and the purpose and expected duration of his visit. Division heads will not unreasonably deny approval, but shall maintain the right to schedule activities so as to minimally impact operations.

Section 7.3. Chief Steward. The City shall recognize one (1) bargaining-unit employee, as designated by the Union from among the recognized zone stewards or current union officers, to be known as the chief steward. The chief steward shall be authorized during working hours, with no loss of pay, to represent bargaining unit employees during Step 3 grievance hearings. Before leaving the work area to perform such authorized activity, the chief steward must obtain the prior approval of his division head. Division heads will not unreasonably deny approval, but shall maintain the right to schedule activities so as to minimally impact operations.

Section 7.4. Grievance Committee. The City shall recognize a Grievance Committee, which may consist of up to eight (8) employees, including the Union President, Vice-President, Treasurer, the Chief Steward, the Union Recording Secretary and all three (3) Zone Stewards. The Grievance Committee shall be authorized to meet during working hours up to two (2) times per month for up to two (2) hours per session. The committee shall investigate and process grievances and train stewards. Prior to meeting, each member of the committee must obtain the approval of his division head. Division heads will not unreasonably deny approval, but shall maintain the right to schedule activities so as to minimally impact operations. The committee shall also be authorized by the Appointing Authority to participate in any joint management/labor administration training.

Section 7.5. Other Activities.

- A. The Union's staff representative, upon twenty-four (24) hour notification to and approval of the appropriate Appointing Authority, or his designee, may consult with bargaining unit employees in any nonwork area before the start of or at the completion of the day's work. He shall be permitted in any non-work area with the advance approval of the appropriate Appointing Authority, or his designee, to adjust grievances, assist in the settlement of disputes and to carry into effect the purposes and aims of this Agreement.
- B. The Union President or, in the absence of the President the Union Vice-President, shall be released from his normal duty upon prior request of and approval by the President's (or Vice- President's) Appointing Authority, or his designee, to participate in union activities pertaining to areas of concern without loss of pay or benefits. In addition to Appointing Authority approval, the President or Vice-President, in the President's absence, shall notify their immediate supervisor prior to leaving work and upon returning to work. The President or Vice-President shall also notify and receive prior approval of the division head before entering any work area other than his own at any hour.
- C. The Union shall notify the Safety-Service Director, the Public Works Director and Human Resources Director in writing of the names and titles of all Union officers, division stewards, zone stewards, grievance committee, labor/management committee and health and safety committee members within five (5) working days after appointment, or the employee shall not be recognized as an officer, steward or committee member.

- D. Union business other than that mentioned above shall not be conducted by any officer, steward or committee member on work time, nor shall such business interfere with the work assignments of any officer, steward or committee member.

Section 7.6. Transfer of Stewards. Before a steward is permanently transferred to another division, such steward and the Union shall receive advance notification and, if requested, the reasons for making such transfer. Misrepresentation of the reasons for making the transfer shall subject such transfer to the grievance procedure.

Section 7.7. Miscellaneous.

- A. Members of the AFSCME Negotiating Committee shall be permitted reasonable time off, during working hours, with no loss of pay, for the purpose of actual participation in negotiations with the Employer. The Negotiating Committee will not number more than four (4) employees. The Union shall notify the Employer in writing, of the members of the AFSCME negotiating committee and the Employer shall notify the Union, in writing, of members of the City's negotiating committee.
- B. The Union shall be permitted to use the City's internal mail system to circulate information.
- C. The City agrees to make a printable copy of the CBA available to each employee on the intranet.
- D. The City agrees to continue to provide the Union office space as has been established by past practice.

Section 7.8. Roster of Union Officials. The Union shall provide the City's Safety-Service Director, Public Works Director, and Human Resources Director with an official roster of its local officers and representatives and its assigned staff representative within five (5) days of the execution of this Agreement. The Union shall provide updated rosters within five (5) days of any change. Each roster shall include the following information: name; address; home telephone number; immediate supervisor; and Union office or position held.

ARTICLE 8
DISCIPLINE

Section 8.1. General Information. The tenure of every employee subject to this Agreement shall be during good behavior and efficient service. No non-probationary employee shall be reprimanded, reduced in pay or position, suspended, or removed or discharged except for just cause. Forms of disciplinary action, but not necessarily the order of discipline, are:

- A. informal conference;
B. written reprimand;

- C. suspension without pay;
- D. reduction in pay and/position;
- E. termination;
- F. suspension of record (i.e., working suspension).

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employees personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 8.2. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, failure of good behavior, conduct unbecoming an employee, violation of any City work rule or policy, or other acts of misfeasance, malfeasance or nonfeasance shall be cause for disciplinary action. The City's disciplinary rules shall be created by the Human Resources Department. Employees will be notified of such rules pursuant to Article 15 herein.

Section 8.3. Progressive Discipline. Except in instances where the employee is charged with serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Disciplinary penalties shall be appropriate to the severity of the offense and as such the forms of discipline listed in Section 8.1 do not necessarily represent a systematic order to be followed in all instances.

Section 8.4. Investigatory Interviews. In any investigatory interview between a bargaining unit employee and a representative of the City where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee may request a union representative be present. If the employee wishes to waive this right, the waiver shall be in writing. Any time a supervisor has reason to discipline an employee it shall be done in a professional and businesslike manner.

Section 8.5. Timeframe for Investigations. The City will initiate discipline within ten (10) work days after the City has knowledge of or should reasonably have known of the event necessitating disciplinary action; provided, however, if the event necessitating disciplinary action involves conduct that the Employer determines must be investigated (e.g., potential criminal conduct, alleged discriminatory harassment, theft, etc.), the employee discipline shall be initiated within ten (10) work days of completing the investigation into the alleged conduct. "Initiated" for this purpose means either providing the employee with an informal conference, a written reprimand, a notice of a pre-disciplinary conference, or administratively suspending an employee with pay pending the outcome of an investigation.

Section 8.6. Pre-disciplinary Conference. Whenever a division head or designee determines that an employee may be reduced in pay or position, suspended (including suspensions of record),

or terminated, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. Whenever an employee receives a written reprimand, the employee may request a meeting with the employee's division head to discuss the discipline prior to such discipline becoming effective. This request is made by the employee checking the appropriate box on the discipline form, delivering the form to the division head or designee within twenty-four (24) hours of receipt, and arranging a conference with the division head or designee within forty-eight (48) hours.

Section 8.7. Pre-disciplinary Conference Notice/Waiver. Prior to the conference, the employee and Union shall be provided with a written notice of the charges which may be the basis for disciplinary action and the employee's right to union representation. The employee must choose to: (1) appear at the conference to present an oral or written statement in his defense; (2) appear at the conference and have his representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference. Written confirmation of the employee's choice of whether to appear at the pre-disciplinary conference or waive such conference shall be given to the Union.

Section 8.8. Disciplinary Recommendation. After the conclusion of the conference, the division head or his designee, within thirty (30) calendar days of said conference, will issue findings and a recommendation of discipline to the Safety-Service Director or Public Works Director. Thereafter, the Director, within twenty (20) calendar days, will review the facts of the matter and uphold or amend the division head's recommendation. The Director's determination shall be provided to the employee and Union, and any resulting discipline shall be implemented within thirty (30) calendar days of such decision.

Section 8.9. Notice of Discipline. Discipline shall only be carried out by non-bargaining unit supervisory personnel. All discipline shall be issued (on forms provided by the City) to employees in writing which shall include:

- A. date, time and place of alleged occurrence;
- B. type of violation and specific rule or policy violated;
- C. nature of offense;
- D. necessary corrective action;
- E. supervisory, non-bargaining unit employee issuing discipline signed and dated.

Section 8.10. Disciplinary Appeals. Disciplinary actions involving a written reprimand, suspension, reduction in pay and/or position, or termination may be appealed directly at Step Three of the grievance procedure in accordance with the expedited arbitration process set forth in Section 9.3(D)(2). Informal conferences and written reprimands are not arbitrable.

Section 8.11. Disciplinary Records. Records of suspension and reduction in pay and/or position shall cease to have force and effect in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Records of informal conferences and written reprimands shall cease to have force and

effect in future disciplinary matters twelve (12) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Notwithstanding this, all disciplinary action taken in connection with violations of the City of Mansfield Drug and Alcohol Testing Policy or Drug and Alcohol related offenses shall not be eligible for expiration and shall be considered for a period of five (5) years, during which time the employee will be subject to individualized random screening (i.e., not as part of a CDL pool) paid for by the Employer.

ARTICLE 9 **GRIEVANCE PROCEDURE**

Section 9.1. Grievance Defined.

- A. A grievance is a complaint that the City has violated this Agreement or a dispute as to the meaning and application of a provision of this Agreement.
- B. There shall be an earnest and honest effort to settle grievances promptly. The procedures of this article shall serve as a means of settlement of all grievances. In the event that an employee believes any reprimand, suspension, demotion, discharge, or layoff, is without just cause, such action may be made the subject of the grievance procedure.

Section 9.2. Time Limits.

- A. The term “days” as used herein shall mean work days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties.
- B. All grievances must be initially filed within ten (10) days after the event or condition upon which it is based. Grievances filed after such time shall not be considered and may not be processed hereunder.
- C. All grievances must be processed at the proper step in the grievance progression to be considered at the next step. Any grievance answered in writing by the City and not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the City’s answer at the last completed step. Any grievance not answered in writing by the City within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the procedure in accordance with the applicable time limitations.

Section 9.3. Procedure.

- A. Step One - Immediate Supervisor

1. An employee having a grievance shall present the grievance in writing to his immediate supervisor within the time limits stated in Section 9.2. The grievance shall contain the following information:
 - 1) Aggrieved employee's name, classification, and immediate supervisor;
 - 2) Date, time, and place of incident(s) giving rise to grievance;
 - 3) A description of the incident, or statement of perceived facts;
 - 4) Section(s) of Agreement alleged to have been violated; and
 - 5) Remedy requested.
2. The immediate supervisor shall hold a meeting within seven (7) days of receipt of the grievance. The employee may be accompanied at this meeting by his zone steward.
3. The immediate supervisor will respond to the grievant in writing within seven (7) days following the day of the meeting.

B. Step Two - Division Head

1. If the Union or grievant is not satisfied with the City's written answer at Step One, the Union or grievant may present the grievance in writing to the employee's Division Head. The grievance must be presented within seven (7) days of receipt of the answer. If no written answer was received from the immediate supervisor within the Step One-time limits, the grievance shall automatically progress to this Step Two as of the day following the last day to answer.
2. The Union shall have the right to initiate a grievance at this Step Two if the incident or perceived facts affect two (2) or more bargaining unit employees. Such grievance must be presented within the time limits stated in Section 9.2, and contain the information listed in Section 9.3(A)(1).
3. The division head or designee shall hold a meeting within seven (7) days of receipt of the grievance. The employee maybe accompanied at this meeting by his zone steward.
4. The division head or designee will respond to the grievant and Union in writing within seven (7) days following the day of the meeting.

C. Step Three - Safety-Service Director or Public Works Director

1. If the Union or grievant is not satisfied with the City's written answer at Step Two, the Union or grievant may present the grievance in writing to the appropriate Director. The grievance must be presented within seven (7) days of receipt of the

answer. If no written answer was received from the division head or designee within the Step Two-time limits, the grievance shall automatically progress to this Step Three as of the day following the last day to answer.

2. The appropriate Director or designee shall hold a meeting within ten (10) days of receipt of the grievance. The employee may be accompanied at the meeting by his zone steward, the chief steward, and any other employees required for a full and complete hearing.
3. The Director or designee will respond to the grievant and Union in writing within ten (10) days following the day of the meeting.

D. Step Four – Arbitration

1. The Union may appeal a disposition at Step Three of the grievance procedure to this Step Four by providing the Safety- Service Director or Public Works Director with a written and signed notice of intent to arbitrate within thirty (30) days of the decision at Step Three. After presentation of the notice of intent to arbitrate, the parties shall attempt to agree upon an arbitrator. In the event of a failure to mutually agree upon an arbitrator, the Union will make a joint request for a list of fifteen (15) Ohio Resident/Business Address, National Academy Certified arbitrators from of the Federal Mediation and Conciliation Service (“FMCS”). Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) list submitted by the FMCS. As soon as the arbitrator has been selected, he shall proceed to schedule a hearing on the matter in dispute. The Union and the City shall be afforded a reasonable opportunity to present evidence to be heard in support of their respective positions. Each party shall bear the expense for the cost of calling its witnesses (including any lost wages) to testify in its case. Each party shall bear one-half (1/2) of the expense’s incident to the cost of the services of the arbitrator. Either party may demand that a written transcript of testimony be taken, which shall be paid by the party requesting the written transcript.
2. The arbitrator shall decide within twenty (20) calendar days after submission of the case to him after such hearing. If such decision is within the authority herein conferred upon him by this Agreement, it shall be final and binding upon the City and the Union and upon the employee or employees involved, subject to appeal as provided in the Ohio Revised Code. It is agreed that the authority of the arbitrator shall be as follows:
 - a. The arbitrator shall have the authority to interpret this Agreement and apply it to the particular case under consideration, but shall be limited to the interpretation and application of this Agreement.

- b. The arbitrator shall have no authority to add to, strike from, or modify any of the terms of this Agreement, or to pass upon any issue excluded from arbitration by the terms hereof.
 - c. The arbitrator shall have the authority to decide only the issue or issues which the parties have agreed to submit to the arbitrator as above provided.
 - d. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein, and all pre-arbitration grievance or disciplinary settlements reached by the City and the Union shall be final, conclusive and binding upon the City, the Union and the Employees, subject to appeal as provided in the Ohio Revised Code.
 - e. The arbitrator shall not make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms or conditions of this Agreement.
 - f. The arbitrator shall not recommend any new or different wage rates be established which were not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall not recommend retroactive settlement prior to the pay period before the grievance was filed at Step 1 of the grievance procedure.
 - g. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
3. Expedited Disciplinary Arbitration. In the event the Union or the grievant appeal to Step Four, a decision of the Safety-Service Director or Public Works Director resulting in the discharge of an employee, the arbitration process will be expedited to a conclusion, one hundred eighty (180) days of the initiation of the appeal at Step Four. The parties shall otherwise follow the arbitration procedures specified in 9.3 D.1 and 9.3 D.2 above.

Section 9.4. Representation. During the term of this Agreement, no employee covered hereunder may be represented by any organization other than the Union on any grievance initiated pursuant to the provisions of this Agreement.

Section 9.5. Miscellaneous.

- A. Copies of all answers to grievances shall be written, and copies sent to the grievant involved, the local Union President, and the Union staff representative.

- B. Nothing in this Agreement shall require the Union to pursue any grievance at any level or prohibit the Union from exercising discretion in determining whether or not to pursue an alleged grievance. However, the Union shall indemnify and hold the City harmless as to any claim by a grievant based on the Union's action in not pursuing an alleged grievance.
- C. For purposes of processing grievances, the "appropriate" Director as referenced in the grievance procedure shall be the "appointing authority" as defined in O.R.C. 124.01 (D).

Section 9.6. The parties may, by mutual agreement, attempt to mediate a settlement of any grievance that may have been appealed to arbitration.

ARTICLE 10
HOURS OF WORK, OVERTIME AND PAYDAYS

Section 10.1. Schedule of Hours.

- A. Normal Scheduling. The normal schedule of hours shall consist of eight (8) consecutive hours per day, Monday through Friday, except where there is a continuous seven (7) day a week operation made necessary because of the nature of the work. The work week shall begin at 11:01 p.m. Friday and continue for seven (7) consecutive calendar days (one hundred sixty-eight (168) consecutive hours) ending at 11:00 p.m. the following Friday. The work day shall begin at 11:01 p.m. each day and end at 11:00 p.m. each day. Employees working in continuous operations shall be scheduled for two (2) consecutive days of which may be other than Saturday and Sunday.
- B. Normal Posting/Emergency Changes. Work schedules shall be posted seven (7) calendar days in advance of implementation. In the event of unforeseen absences or emergency situations, no notice of change shall be required, and a change may be made immediately. Shift schedules will not be implemented which, by design result in employees working mandatory overtime.
- C. Shifts shall be defined as follows:

 Days.....First Shift
 Afternoons.....Second Shift
 Nights..... Third Shift
- D. Alternative 10-Hour Scheduling/Notice. The City, exercising its management rights, may, with two (2) weeks advance notice, assign employees, within its various service departments, to a four (4) day - ten (10) hours per day shift schedule. Such ten (10) hour days shall start before the normal eight (8) hour day shift start time and end one hour after the normal eight (8) hour day shift ending time (example: 6:30 a.m. to 4:30 p.m.). If the City chooses to establish such a schedule, all employees within the affected department shall be subject to such schedule, provided by mutual agreement of the parties' certain

employees in such department may be excluded from such a schedule. In a given department, an implemented four (4) day-ten (10) hour shift schedule shall, at the discretion of management, run from either Monday through Thursday or Tuesday through Friday. Any variation from this scheduling pattern within a given department (i.e., Monday-Thursday or Tuesday-Friday) may only occur with the approval of a majority of the employees in the affected department. Employees who are on a four (4) day-ten (10) hours per day shift schedule shall be eligible for overtime once they work over ten (10) hours in a given day. An employee who is working a four (4) day-ten (10) hour shift schedule shall, during a given pay period, receive ten (10) hours of holiday pay for any holiday(s) that occur during that same pay period.

- E. Seasonal Park Operations. The City may establish a seasonal park operation for continuous coverage based on its determination of operational needs in its Parks/Clear Fork operations. In doing so, it will determine the number of employees and job classifications needed for coverage of this nature, and once that determination has been made, affected employees will be permitted to bid for shifts that are established as part of this operation.

Section 10.2. Pay and Overtime Compensation. The City will pay overtime at the rate of time and one-half of their regular rate of pay for hours worked in excess of eight (8) hours in any day provided that the employee has actually worked in excess of forty (40) hours in any one scheduled work week. There shall be no pyramiding of premium pay for the same hours worked. For purposes of computing overtime pay, the hours an employee spends in an active pay status during his normal schedule of hours shall be deemed as hours worked.

Section 10.3. Compensatory Time.

- A. Maximum Accrual. In lieu of overtime pay, an employee may request compensatory time at the rate of one and one half (1 1/2) hours of compensatory time off for each hour of overtime actually worked, provided that no employee may accrue compensatory time, under this section, in excess of two hundred forty (240) hours. Any overtime worked which would increase the employee's accumulated compensatory time above this amount shall be paid.
- B. Minimum Increments for Use/Requests/Restrictions. Compensatory time off will be in increments of one (1) hour if taken in the first or last three hours of a shift, all other requests will be in increments of two (2) hours. Any usage of a one (1) hour increment must be, at the beginning or end of the employee's work shift. All compensatory time off shall be approved based on operational needs of the division must be requested by employees in writing on a form provided by the City as far in advance as possible and no later than the end of the regular shift on the work day before the day desired off, except in emergency situations as approved in advance by the appropriate division operations supervisor, manager, supervisor or his designee on a case-by-case basis. In the event that more than one employee requests the same time off and due to operational demands only one should be allowed off, the more senior employee shall be granted such leave.

The parties acknowledge that the Employer retains all its rights to manage the use of and administration of compensatory time under federal law.

- C. Comp Time Payout Requests. Any compensatory time to an employee's credit may be paid to the employee at the applicable rate of pay, upon written request to their Division Head. An employee, at his or her request, may cash in compensatory time only once during any calendar year period.
- D. Payout at Separation. Upon separation of employment, employees shall be paid for their accrued but unused compensatory time at the applicable rate of pay.

Section 10.4. Call-In Pay. Call-in pay is defined as payment for work assigned by the appropriate division head or by his designee and performed by an employee at a time which is disconnected from the employee's normal and/or pre-scheduled staffing time. Call in pay is not applicable in the case of an employee required to return to work within one (1) hour of his regular or pre-scheduled shift end time or required to begin work within one (1) hour of his regular or pre-scheduled shift beginning time. Compensation on a call-in situation shall be a minimum of four (4) hours of pay at the applicable hourly rate even if fewer than four (4) hours are actually worked. The four (4) hour minimum shall apply only once in any four (4) hour period, regardless of the number of call-ins which may occur within the four (4) hour period. In the event the call-in situation exceeds four (4) hours, an employee will be paid at his applicable hourly rate for the total of the actual hours worked in accordance with Section 10.2.

Section 10.5. Lunch Period and Rest Breaks.

- A. Except as may otherwise be provided under current practices, employees covered hereunder shall be permitted to take an unpaid lunch break of not less than thirty (30) minutes and not more than sixty (60) minutes each work day. Where consistent with operational planning and service needs, a lunch break will be permitted at or near the mid-point of the employee's work day. If an employee is required to work through the lunch period, compensation for that time worked will be at the overtime rate provided that the employee otherwise qualifies for overtime pay in accordance with Section 10.2.
- B. An employee covered by this Agreement will be permitted to take a fifteen (15) minute rest break with pay at or near the mid-point of each four (4) hour period of the employee's normal work schedule. Breaks shall be taken at or near the specific work site.

Section 10.6. Payday. Employees covered hereunder shall be paid every two (2) weeks. Each employee shall receive his/her pay via direct deposit into a financial institution of his/her designation. All pay roll will be electronically transferred by the City's Payroll Department and will be available for use on the Friday of pay week.

Section 10.7. Distribution of Overtime.

- A. Each calendar year new overtime rosters shall be posted in all departments illustrating the total number of eligible overtime hours worked by each employee or offered to each employee.
- B. Employees within the same classification and with the same work assignment shall have an equal opportunity to earn overtime pay for prescheduled and call-in overtime opportunities. The opportunity for overtime work shall be computed by totaling overtime earned plus overtime offered but declined.
- C. Voluntary Overtime. On each occasion, the opportunity to work prescheduled or call-in overtime shall be offered to the employee within the job classification in each division who has the least number of overtime hours to his credit at that time. The supervisor calling for overtime must leave a voicemail or text informing the employee of the overtime opportunity information on all calls with no contact. If this employee does not accept the assignment, or cannot be contacted, the employee with the next fewest number of overtime hours to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. If an employee turns down overtime, the number of hours offered to him shall be credited to his overtime hours. If any employee who should have been offered overtime as per this section is skipped for whatever reason, he shall not be charged with any hours and shall be offered the next available opportunity for overtime. In the event an employee is not offered overtime for a second time (or more), when he should have been within a rolling twelve (12) month period, beginning with the day after the first skip, then the employee shall be compensated at the appropriate rate of overtime pay for the missed opportunity. When the employee receives such compensation, he shall be credited as if overtime was worked. When the rolling twelve (12) month period concludes for a given employee, the procedure shall once again be applied as if the employee had never been skipped.
- D.
 - 1. In cases where practical, overtime shall be administered on a voluntary basis. However, in instances where the respective division operation supervisor or supervisor or their respective designee deem overtime a necessity, and sufficient employees do not accept the overtime voluntarily, the following procedure will be followed:

The overtime shall be assigned to the junior employee(s) first within the job classification(s), within the division, needed to complete the overtime tasks. The employee(s) assigned shall be required to work the overtime. If no one is available within the current job classification(s) needed, the City shall be permitted to utilize another job classification for the assignment.

2. Seasonal/Project Overtime/On-Call. Where the Employer determines that the procedure contained in C is not capable of assuring an acceptable response to its service needs or the mandatory process in part 1 is insufficient to address its needs, the Employer may elect to establish and maintain an on-call list of employees by classification/designated classification-qualification grouping. In such a situation, all employees occupying the designated classification/qualification grouping may voluntarily sign up to be on-call and those who elect to do so shall be required to be available for call-out during the designated period. The Employer shall post a call-out list by the 15th of the preceding month designating the slots that are available to be filled in the subsequent month by bargaining unit members for emergency service response. Bargaining unit members may then sign up, by classification and seniority, for those slots that are posted by the Employer.

Bargaining unit members on-call are expected to be available to respond if called out and should be within a reasonable proximity so that their response will be prompt. Bargaining unit members on-call are expected to be fit for duty during all on-call periods. Failure to respond when on-call will subject an employee to discipline, unless reasonable circumstances prevent the employee from reporting.

Should an unforeseen circumstance (not based on sudden illness or emergency) arise where an employee has volunteered to respond which would cause an employee to be unavailable, it shall be the employee's responsibility to find coverage and both employees will sign a written notification to the Employer of the alternative coverage agreement and notify the supervisor.

In the event of a sudden illness or emergency which would cause a designated/assigned employee to be unable to respond, the employee shall contact their immediate supervisor/designee.

Nothing in this Article prohibits the Employer, at its exclusive discretion, from calling out additional bargaining unit members not already on-call when necessary.

3. On-Call Pay. Those employees volunteering for weekly on-call assignments will receive one-hundred forty dollars (\$140.00) for their week spent on on-call status. Payment of the on-call pay is subject to the bargaining unit member's adherence to the requirements of this Article. If a member does not satisfy his obligation to respond under this Article, he shall forfeit the call-out supplement and he may be subject to discipline under the terms of the parties' agreement. If, however, a member misses a call during the week but responds to another call during the week he may still receive a prorated weekly amount.

- E. Overtime List Administration. An employee who is offered but refuses any overtime assignment shall be credited on the roster with the amount of overtime refused. An employee who agrees to work overtime and then fails to report for said overtime shall be

credited with double the amount of overtime accepted unless extenuating circumstances arose, which prevented him/her from reporting. In such cases, the employee will be credited as if he/she had refused the overtime.

- F. Holdover Overtime/Breaks. Good faith attempts will be made to avoid the mandating of the same individual(s) consecutively. Employees who accept overtime following their regular shift may, at the discretion of their supervisor, be granted a ten (10) minute rest period between the shift and the overtime or as soon as operationally possible, and a 15-minute break for every four (4) hours worked.
- G. Snowplow/Leaf Removal Overtime. All qualified Bargaining Unit employees, after those in the Streets, Sewer Repair, and Water Repair Departments, (in that order) shall be eligible to sign up for the Snowplow overtime list. A notice will be posted by October 1st each year with a 15-day trailing sign-up period. The snowplow overtime roster shall be updated after each day it is activated. The Snowplow overtime list will be kept separate from all other division overtime lists. The supervisor assigned in charge of the snowplow list will follow Article 10.7 and must call in order and leave a voicemail or text when calling for overtime. Insofar as practicable, overtime shall be equitably distributed on a rotating basis by seniority.

The parties shall negotiate specific arrangements for implementation of these snowplow overtime provisions through the Labor Management Committee within ninety (90) days of the effective date of this Agreement. Such arrangements shall include parameters regarding the distribution of mandatory overtime. Such mandatory overtime shall be rotated among those employees who are qualified and regularly do the work.

- H. Computer Technician Overtime when Working from Home. Those City employees occupying the classification of Computer Technician shall only be eligible for overtime when working from home if a request comes in after their scheduled hours which requires more than fifteen (15) minutes to resolve or requires an individual to come onsite to resolve. In which case, the Director of IT shall follow all contract provisions in regards to distribution of overtime, except Computer Technicians shall be contacted for said overtime in accordance with their established monthly rotation.

Section 10.8. Court Time. All employees subpoenaed to appear in court on matters that are on behalf of the City shall collect the fees and submit the fees and subpoenas to the Finance Director. Whenever it is necessary for an off-duty employee to appear either in Municipal Court, any other official court, on behalf of the City, or to meet with the City/County Prosecutor for a pretrial conference, the off-duty employee shall receive pay at the rate of time and one-half for a minimum of two (2) hours or up to the time of the beginning of the employee's scheduled time of duty, whichever is less; and provided that no minimum applies to any appearance required within thirty (30) minutes of the end of an employee's scheduled hours and any overtime for such appearances related to his work duties. Off-duty time scheduled by an employee after receipt of notice requiring the employee's appearance shall not be construed to qualify an employee to receive the court time

premium specified in this paragraph. An off-duty employee who is required to appear in court on matters arising from City business and extend his time beyond his normal shift shall be paid at the rate of time and one-half for time beyond his regularly scheduled shift. As used in this section, "City business" refers to matters within the responsibility of a division or department of the City or the performance of duties by employees of the City.

ARTICLE 11 **LABOR/MANAGEMENT**

Section 11.1. Purpose. The City and the Union agree that certain subjects, such as those encompassed by Article 2 of this Agreement, are not appropriate for collective bargaining as defined in Ohio's Collective Bargaining Law, 4117.01(G) of the Revised Code. Nevertheless, employee morale and efficiency may benefit from an informal discussion of these subjects that take place outside of the scope of Ohio's Collective Bargaining law. Accordingly, there is hereby established a single Labor- Management Committee formatters related to the employees covered by this Agreement. The purpose of the Committee is to engage in the informal discussion of such subjects. The Union recognizes that by supporting the establishment of this Committee, the City is in no way impairing any of the rights reserved to it either by Ohio's Collective Bargaining law, §4117.08 of the Revised Code, or by Article 2 of this Agreement.

Section 11.2. Committee Composition. The City may designate up to four (4) representatives for the purposes of attending labor management meetings and the union may designate not more than three (3) representatives for such purposes provided, however, that at the request of the Union, for specific meetings, the staff representative from AFSCME Council 8 may participate in such meetings. Upon prior mutual agreement of the parties, additional persons may participate in the Labor/Management Meeting.

Section 11.3. Meeting Timing/Procedures. Meetings shall be held at least quarterly. At least three (3) work days prior to each regular or special meeting, the City and the Union shall exchange proposed written agendas for the meeting including, but not limited to, issues the party intends to raise, its positions on the issues, and the reasons for its positions. Committee discussions shall not encompass individual grievances or problems which have not been taken through the normal supervisory line of authority, unless a problem is such that it cannot be solved at the divisional level.

ARTICLE 12 **PROBATIONARY PERIODS**

Section 12.1. Initial Hire. Every newly hired bargaining unit employee shall be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the City. The length of the probationary period shall be in accordance with the following schedule:

Pay Grades	Length of Probationary Period
1-13	9 months
14-18	1 year

Section 12.2. Probationary Removal. A newly hired probationary employee may be terminated any time during his probationary period and shall have no right of appeal. Upon successful completion of probation, the employee’s seniority shall be computed from the most recent date of hire.

Section 12.3. Promotional Probationary Period/Removal. A bargaining unit employee who is appointed to a new position through the bid process and who does not rescind his bid will be required to successfully complete a probationary period in his new position. The probationary period shall begin on the effective date of appointment and continue for sixty-six (66) regularly scheduled shifts worked. An employee who fails to successfully complete the probationary period shall be returned to his former position with no right of appeal.

ARTICLE 13
VACANCIES AND TRANSFERS

Section 13.1. Bidding Restrictions.

- A. **Bidding after Job Bid Withdrawal.** A bargaining unit employee who is appointed to a new position through the bid process shall have fifteen (15) working days after the effective date of appointment to rescind his bid and return to his former position. An employee who rescinds a bid and returns to his former position is ineligible to bid on a vacancy for twelve (12) months from the date of return.
- B. **Bidding Restrictions during Probation.** Probationary employees shall not be eligible to bid for any vacant position until they have completed their new hire or new position probationary period.
- C. **Lateral Transfer Bid Restrictions.** A “lateral transfer” is a transfer through the bid process from one position in a classification to another position in a different division in the same classification. Employees may return by lateral transfer to a division from which they have previously laterally transferred no more than once every two (2) years.

Section 13.2. Vacancies.

- A. **Determination/Posting/Application Period.** Whenever a position in the bargaining unit becomes vacant and the City has determined to fill such vacancy, such opening shall be posted on appropriate bulletin boards City-wide for a period of seven (7) calendar days. During such period, eligible bargaining unit employees may make application for such position with the Human Resources Director utilizing a standard bid sheet provided by the

City. The bids shall be signed by the employee and the employee's supervisor before being submitted to the Human Resources Director. Bids must be submitted by 4:00 p.m. on the last day of the posting period to the Human Resources Director by the employee submitting the bid. The Human Resources Director or his designee shall sign and date all bids as proof of receipt with a copy provided to the bidder.

- B. Evaluation of Internal Applicants. The opening shall be offered to the employee based upon seniority and skills required to perform the job. Whenever two (2) or more employees bid on a job and the Employer determines that the employees are equally qualified, the City shall award the job to the employee with the greatest seniority.
- C. Bidding Restrictions. Job bids will not be accepted from: (1) employees in their new hire or new position probationary period, or (2) employees in the first twelve (12) months since rescinding a bid and returning to a former position.
- D. Notification of Vacancy Award. Within seven (7) calendar days after filling a posted vacancy, the Union shall be notified of the bidders and the individual selected. The Union may request, in writing, how the knowledge, skills, and ability to perform the job was assessed by the City in selecting the employee to fill the vacancy.
- E. Appointment Timeline. An appointment hereunder should be made within thirty (30) calendar days following the completion of the regular seven (7) calendar day posting period unless by mutual agreement of the parties such time is extended. However, if said vacancy is not filled within thirty (30) days, the individual who is eventually selected shall receive any pay grade differential retroactive to the thirty-first (31st) day of the vacancy.

Section 13.3. Temporary Assignments/Temporary Transfers.

- A. In connection with the efficient operation of the City, employees may be temporarily transferred to other positions to fill in for breaks, leaves of absence, in emergencies or otherwise to maintain efficient operations, at the discretion of management. Any temporary transfer, except in cases of emergency as determined by the employer, exceeding one (1) workday shall be offered first to the most senior qualified employee. In the event the most senior employee refuses such transfer, the next senior employee and all other qualified employees in descending order shall be offered such transfer until the least senior qualified employee is the only employee remaining to be assigned.
- B. Transfer Limitations. Temporary transfers shall not exceed ninety (90) consecutive calendar days, except when made in connection with an absence due to FMLA, military leave, long term sick or disability leave, or other extended absence from which an employee is expected to return, unless mutually agreed to between the Union and the City. The City shall notify the union in writing of temporary transfers which exceed five (5) days.

- C. Transfer Rate of Pay. An employee temporarily transferred to a position in a classification in a higher pay grade than his own position shall be paid at the employee's step in the higher pay grade for the entire period of the temporary transfer, except when such transfer is for less than two (2) hours. An employee temporarily transferred to a position in a classification in a lower pay grade shall continue to be paid at the employee's regular rate of pay.

ARTICLE 14 **PERSONNEL FILES**

Section 14.1. All personnel files maintained by the City are subject to availability under the Ohio Public Records Law (R.C. 149.43) and the City agrees to comply with the Ohio Public Records Act in response to requests for information contained in the employee's personnel files. No employee may obtain or possess information maintained by the City in such personnel files except in conformity with said statute. Prior to the release of the public records the Human Resources Department will review the personnel file with the Law Director's Office to ensure that it contains no confidential material. No information which is not required by law to be disclosed shall be disclosed in response to a public records request. All employees will be notified via written letter, by email, or telephone call that a request has been made to review their personnel file. In the event the person requesting review of the personnel file desires copies, the employee shall be provided copies upon request.

Section 14.2. Each employee may request to inspect his official personnel file maintained by the Human Resources Department during non-work time. Inspection of the file shall be by scheduled appointment. Appointments shall be during the regularly scheduled work hours of the Human Resources Department. An employee is entitled to have a union representative accompany him during this review. The Human Resources Department shall provide the employee, upon request, with a copy of any document in the file which is not classified by law as confidential. This article shall not limit access to public records by Union representatives. A City employee must remain with the personnel files during the time the files are reviewed so that nothing can be added or removed.

Section 14.3. If an unfavorable statement or notation is in the official personnel file, the employee may place a written statement of rebuttal or explanation in the file.

ARTICLE 15 **GENERAL WORK RULES**

Section 15.1. Establishment. The Union recognizes that the Employer, under this agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs. The City's General Work Rules, new rules or revisions in existing rules, shall be issued by the Human Resources Department. No work rules shall be established or maintained that are in violation of any written provision of the Agreement.

Section 15.2. Posting Period. When existing work rules are changed or new rules are established such rules shall be posted prominently on all appropriate bulletin boards for a period of seven (7) calendar days before such rules become effective. However, if it is necessary for a changed or new work rule to become effective prior to a seven (7) calendar day posting period, it shall be effective at the time contained in the posting if accompanied by a statement of the appropriate Director that the effectiveness cannot await the seven (7) calendar day posting period.

Section 15.3. Notice to Employees. The City will furnish each employee covered hereunder with a copy of all applicable work rules within thirty (30) days after they become effective. New hires shall be furnished with a copy of such rules at the time of hire.

Section 15.4. Enforcement. Employees covered hereunder shall comply with all work rules. The application of such rules may be the subject of Labor-Management Meetings called for under this Agreement. Work rules shall be applied and enforced consistently.

ARTICLE 16 **NEW/EXISTING JOB DESCRIPTIONS/CLASSIFICATIONS**

Section 16.1. The Human Resources Department shall maintain and administer a plan of classification specifications known as a classification plan. Positions in the bargaining unit are classified in accordance with the classification plan. All positions whose duties, responsibilities and necessary qualifications are sufficiently alike shall be allocated to the same class with a salary range as provided in this Agreement which will compensate each employee assigned to the class on a like basis. Classification specifications shall be created or amended based upon an analysis of the duties, responsibilities, essential functions and qualifications of the positions affected.

Section 16.2. Job Descriptions/Classifications. The Union recognizes and acknowledges the Employer's right to establish new and adjust existing job descriptions and classifications. Any newly established nonsupervisory job classification comparable in duties and job functions that the parties agree upon shall be included in the unit as provided for in Section 16.4. The City agrees that employees in classifications excluded from the bargaining unit shall not be reclassified or re-titled into any bargaining unit classification covered by this Agreement.

Section 16.3. Whenever the Employer creates a new job classification or substantially restructures/redefines an existing one within the unit, it shall notify the Union of such action. Such notification shall state the job classification title, whether or not the classification is to be included/excluded from the bargaining unit or whether or not the classification continues to be appropriate for the unit, a description of the duties for such classification, and, if applicable, the initial wage rate/schedule for such classification. The City shall notify the Union within ten (10) days of the establishment or adjustment of any such classification.

Section 16.4. Joint Petition. Should the parties agree that the new or restructured job classification is to be included or remain in the bargaining unit, both the Employer and the Union

shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). If applicable, the Union shall have the right, within thirty (30) calendar days from receipt of notice from the Employer, to file a notice to negotiate concerning the initial wage rate/schedule established by the Employer.

Section 16.5. Unit Clarification. Should the parties disagree on the inclusion/exclusion of the new or restructured classification in the bargaining unit, the Union or Employer may petition to clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that the new or existing classification is to be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of that determination.

Section 16.6. If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted to SERB for resolution in accordance with R.C. 4117.

ARTICLE 17 **DRUG/ALCOHOL TESTING**

Section 17.1. The City and Union recognize that drug use by employees is a threat to the public welfare and the safety of employees. It is the purpose of this policy to discourage illegal drug use through education, rehabilitation and discipline. The possession, use or being under the influence of alcoholic beverages or illegal or unauthorized drugs shall not be permitted at the City's worksites and/or while an employee is on duty.

Section 17.2. Prior to any testing, employees shall be fully informed of this policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform employees about how all testing hereunder is conducted, what the test determines, and the consequences of a positive test. All newly hired employees will be provided with this information at date of hire.

Section 17.3. The City encourages those employees who may have an alcohol and or drug problem to seek professional treatment on their own initiative. No employee with a drinking or drug problem will have their job security or promotional opportunities jeopardized by such a request for treatment. However, a request for treatment will not exonerate an employee from discipline where the City has initiated disciplinary action against the employee for violating City policies prior to a request for treatment.

Section 17.4. Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns; arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- C. Information provided either by reliable and credible sources or independently corroborated;
- D. Evidence that an employee had tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 17.5. Post-Accident Testing. All employees who have caused or contributed to an on-the-job accident shall be required by a supervisor to submit to a drug/alcohol test. This test will be administered as soon as possible after medical attention is received, or within eight (8) hours for alcohol and within thirty-two (32) hours for drugs. "Accident" for this purpose is defined as an unplanned, unexpected, or unintended event which occurs during the conduct of City business, or during working hours, or which involves City-supplied motor vehicles used in conducting City business, or within the scope of employment, and which results in any of the following:

- A. A fatality of anyone involved in the accident;
- B. Bodily injury requiring off-site medical attention;
- C. Disabling damage to any motor vehicle requiring towing; or
- D. Any accident that results in a traffic citation.

Section 17.6. Drug/alcohol testing shall be conducted solely for administrative purposes, and shall not be used by the City administration to initiate criminal proceedings. To the extent allowable by law, the results of drug/alcohol screening or testing shall not be released to a third party. Disciplinary action shall not be based solely upon the initial testing results alone.

Section 17.7. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the City and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article. An employee has the right to request his zone steward be present at the submission of the test sample. The representative shall be present for observation only and may not affect the process. No test will be delayed to allow the representative to be present.

Section 17.8. Alcohol testing shall be done to detect employees reporting for duty or on duty while under the influence of a blood alcohol concentration of .04% or above. A positive result shall entitle the City to proceed with sanctions as set forth in this article.

Section 17.9. The results of the testing shall be delivered to the City and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request of the City, with the employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline.

Section 17.10. The City may at any time place an employee on paid administrative leave pending results of the drug test. If the screening test and confirmatory test are positive, the City may discipline the employee including withholding payment for any days the employee has already been suspended.

Section 17.11. The Medical Review Officer (MRO) shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the employee does not request a test of the split specimen within the authorized time limit or if the analysis of the split specimen confirms the positive results of the original test, the City may proceed with the sanctions as set forth in this article.

If the analysis of the split specimen fails to reconfirm the positive results of the original test or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation and reasons for it to the City and the employee.

The laboratory shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.

Section 17.12. If the testing required above has produced a positive result the City may require the employee to participate in any rehabilitation or detoxification program covered by his insurance, or of his choice. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Prior to being placed on leave without pay, the employee may use any accrued sick or vacation leave. Upon satisfactory completion of such program, as verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to random periodic retesting upon his return to his position

for a period of five (5) years from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 17.13. If the employee refuses to undergo rehabilitation or detoxification or if he tests positive during a retesting after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

Section 17.14. Costs of all drug screening tests and confirmatory tests shall be done by the City except that any test initiated at the request of the employee (other than post-accident testing) and all periodic retesting upon return to work after rehabilitation shall be at the employee's expense.

Section 17.15. The provisions of this article shall not require the City to offer a rehabilitation/detoxification program to any employee more than once.

ARTICLE 18 **HEALTH AND SAFETY COMMITTEE**

Section 18.1. Membership. The City and the Union have established a labor-management health and safety committee, composed of five (5) representatives appointed by the City, one of whom shall be the City's Safety Coordinator, and five (5) representatives appointed by the Union, who shall be the Union's five (5) current zone stewards.

Section 18.2. Purpose. The general responsibility of the committee will be to help bring about a safe and healthful working environment and to make recommendations to the City on matters affecting the health and safety of the working force. To fulfill this responsibility the committee shall:

- A. Meet on an established schedule but in no case less frequently than once a quarter.
- B. Conduct periodic on-site reviews of City facilities to detect and evaluate potentially hazardous conditions.
- C. Review lists of toxic materials and exposure records.
- D. Promote health and safety education.
- E. Make specific, written recommendations for the control and correction of potential health and safety hazards, for health and safety education and other related matters to the Labor/Management Committee periodically, but in no case less frequently than once a quarter.

Section 18.3. The Union appointed members of the Health and Safety Committee shall be allowed reasonable time off with pay to conduct the business of the committee. Employee members shall make requests for time off to the City before such time is granted. Such requests shall be made at least three (3) days before the time is to be taken. Approval for such time off shall be made by the Safety-Service Director or Public Works Director.

Section 18.4. Clothing. The City agrees to make available, at the work site, inclement and severe weather gear for employees, as appropriate and as determined by the City. The Health and Safety Committee will be responsible for studying various situations and for making recommendations to the Safety-Service Director or Public Works Director concerning the need for such gear.

The City will provide uniforms only for employees it designates to wear said uniforms.

Section 18.5. Education and Training. During the term of this agreement, the City may, at its discretion, establish training programs for the purpose of providing employees with the necessary skills to perform work in other classifications. The City reserves the right to determine the scope, frequency and the employees to participate in such programs. The City agrees it will consult with the Union before establishing such programs.

ARTICLE 19 **INSURANCE**

Section 19.1. For all employees covered by this Agreement, the City shall provide comprehensive major medical/hospitalization health care insurance and ancillary coverage. The plan offering will be made available to employees. The cost of the insurance shall be shared by the City and the employees.

Section 19.2. Employees shall contribute to the cost to the City of both single and family plan as follows, by means of a bi-weekly payroll deduction. A Section 125 premium conversion plan will permit employee contributions to be made on a pre-tax basis.

Monthly Medical. Prescription. Dental & Vision Cost - Exhibit A

The parties agree that contributions to the funding costs for health insurance provided by this Article will be paid as follows:

City share of monthly funding cost	88%
Employee share of monthly funding cost	12%

Determination of the Plan Cost:

A projected funding* rate for both single and family plans will be provided by the third-party insurance consultant on a year-to-year basis to be shared between the Employer and Employee on

a percentage basis. The third-party insurance consultant will use their algorithm that collects data using a twenty-four (24) month look-back period of actual claims, fees, and expenses to determine the projected funding rates that will begin the following year starting on January 1st. Once the third-party insurance consultant has determined the projected funding rates for both single and family plans, they will be provided, along with any pertinent information, to the City's Insurance Committee.

* Because the City is self-insured, the costs are a "funding rate" rather than an insurance "premium" paid to a company from whom insurance is purchased.

Section 19.3. Carrier Changes for City Coverage. If, during the life of this agreement, it becomes necessary for the City to change carriers, the City agrees to provide notice to the Union through the Insurance Committee in advance of such action.

Section 19.4. Insurance Committee/Insurance Changes for City Coverage. The Union agrees that the City shall maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. The Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the City bargaining units having members receiving insurance benefits through the City insurance plan, and up to three (3) representatives of the City/designee, whichever is needed for an odd number. The insurance committee shall have the authority to approve program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

The Committee may recommend any of the following options provided that such recommendations comply with and do not trigger penalties under the Affordable Care Act (ACA).

- A. To keep the same plan and pass on any cost increase above the levels set forth in Section 2 of this article to the parties; or
- B. To change the plan and alter the benefit levels so that there is no increase in the cost of the plan; or
- C. To change the plan and alter the benefit levels and, if there is an increase in the cost of the plan above the levels set forth in Section 2 of this article, pass that increase along to the parties.

Section 19.5. Committee Recommendations for City Coverage. The Committee must make recommendations that will ensure that the annual cost of health insurance does not increase by more than ten percent (10%) over the previous year. Recommendations of the committee cannot be unilaterally changed by the City except as needed to meet the minimum requirements to avoid penalty under the ACA. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to

the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by sixty (60) days prior to renewal for the following plan year (or fails to make a recommendation by that date that keeps the annual increase in costs to no more than ten percent (10%) as determined by the third-party insurance consultant), the City may unilaterally adjust the benefit levels if required to stay within the annual ten percent (10%) increase limit. If the committee is going to recommend that the City go out for bid for the following year, the committee must provide the City with the necessary information by April 1, preceding the plan year for which bids are taken.

Section 19.6. Opt Out. An employee who provides satisfactory proof of medical coverage under another group employer sponsored insurance plan may waive medical coverage. An employee who waives coverage will receive \$1,500 annually. Payments will be made in December of the calendar year coverage is waived. Payments for new hires, terminations, etc., will be pro-rated. Neither City employees married to one another nor children of City employees who are also full-time employees of the City are eligible for the waiver stipend if both employees remain on the City sponsored health plan.

Section 19.7. Employee Costs. Employees shall contribute pre-tax dollars towards the cost of their hospitalization, vision and dental group insurance.

Section 19.8. Wellness. As part of the City's Wellness Program, employees who participate in annual screenings and complete annual health assessments made available by the City's health insurance provider will, for simply participating in such screening and completing the assessment, receive a gift certificate with a value of at least \$50.00, which in accordance with IRS regulations is considered a taxable fringe benefit. A spouse of an employee, who is enrolled in the City's family medical coverage plan, may participate in this same wellness initiative and thereby receive a gift certificate of like value.

Section 19.9. Subrogation. If a covered employee and his dependent(s) incur covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the insurance carrier shall be subrogated to all covered employee's and/or his dependent's rights of recovery against said third party, the insurance carrier with respect to such illness or injury, and the covered employee and/or his dependent(s) or the appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance carrier such rights of subrogation.

Section 19.10. Life Insurance. The City shall provide and maintain in force, by payment of the necessary premiums, life, accidental death and dismemberment insurance in the amount of twenty-five thousand dollars (\$25,000.00) for all employees covered by this Agreement.

Section 19.11. Retiree Life Insurance. Retired employees are eligible for inclusion in the City's group life insurance coverage if such inclusion is allowed by law and if the actual additional cost to the City, as the result of the retired employee's inclusion in the group, is calculated by the life insurer or other actuary and the retired employee reimburses the City for this actual additional cost.

The “actual additional cost to the City” is not the per employee rate charged to the City by the life insurer.

Section 19.12. The City intends to comply with C.O.B.R.A. to the extent as set forth in such law.

ARTICLE 20
LAYOFF AND RECALL

Section 20.1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41- 22, and all local rules and regulations of the City of Mansfield Municipal Civil Service Commission governing work force reductions.

Section 20.2. Whenever the Employer determines that there exists a lack of funds, lack of work, or that a reorganization is necessary, a reduction in force (i.e., layoff or job abolishment) shall occur.

A. **Layoff Procedure.** In the event that a layoff in a classification becomes necessary, the following steps shall be taken:

1. All emergency, temporary, intermittent, part-time, seasonal and probationary employees in the classification to be affected in the division to be affected shall be laid-off first;
2. Employees who are covered by this Agreement shall be the last employees to be considered for layoff in the classification in the division to be affected; and
3. In the event it becomes necessary to layoff full-time employees covered by this Agreement, the least senior employee in the classification in the division to be affected shall be laid-off first.

B. **Abolishment Procedure.** In the event that it becomes necessary to abolish a position, the abolishment shall be conducted within the affected classification within the affected division on the basis of seniority. However, prior to abolishing a full-time position, the Employer is not required to eliminate other appointment types as set forth in A (1). Any member subject to abolishment shall be permitted to exercise displacement rights to avoid layoff.

Section 20.3. Displacement Rights. To avoid layoff as result of layoff or abolishment, an employee may displace (bump) an employee with less seniority within the classification from which the employee is scheduled for layoff. In addition, the employee may choose to bump the least senior employee in a lateral or lower classification provided the employee has the skills required to perform the job. Moreover, an employee, subject to lay off, who has successfully held

other positions within the bargaining unit work force may bump the least senior person holding that position, provided he/she has more work force seniority and has the skills required to perform the job. The local President and Vice President shall avoid layoff by virtue of their offices. An employee who elects to bump another employee shall be subject to a thirty (30) work day probationary period, and if he fails to demonstrate a reasonable level of competency by the end of this period, as determined by the City, he may be laid off.

Section 20.4. Notice of Reduction. The City will provide twenty-one (21) days advance notice of a layoff to those employees originally affected by layoff or abolishment. Notice shall be by certified mail to the employee at his last known address and provided simultaneously to the Union. Notice shall contain effective date and reason for reduction. This notice only applies to the original notice of reduction and does not apply to any subsequent bumping and displacement that may ensue.

Section 20.5. Notice of Intent to Exercise Bumping Rights. Employees shall have five (5) working days from receipt of notice of layoff to inform the City, in writing, of their intention to exercise their displacement (bumping) rights. City employees, who are not in the AFSCME bargaining unit, shall not be permitted to bump into the AFSCME bargaining unit.

Section 20.6. Confirmation of Bumping Rights Limitations. The City shall confirm or deny the employee's option to displace (bump) another employee within five (5) working days.

1. A denial by the City does not waive an employee's right to file a grievance if the employee is not in agreement.
2. Unless an employee has previously and successfully held such a position, employees may not bump into the following classifications:
 - a. Evidence Technician
 - b. Housing Inspector
 - c. Laboratory Technician
 - d. Senior Traffic Technician
 - e. Shift Operator
 - f. Public Safety Dispatcher
 - g. Traffic Technician

Section 20.7. Bidding While on Layoff. Employees on layoff shall be notified of openings in classifications other than the classification from which the employee was laid off, and shall have the right to submit a bid pursuant to this Agreement. No new employee shall be hired into such classification provided that the laid-off employee has the skill to perform the position in question.

Section 20.8. Payment of Accrued Leave. If at the time of layoff, it is expected by the City that the layoff will last more than sixty (60) calendar days or once a layoff of an employee has lasted

sixty (60) calendar days, the laid off employee will be entitled to accrued vacation pay and to convert sick leave time if the employee is qualified for such conversion under Article 22, Section 1, of this Agreement. Payments may be issued in the form of bi-weekly or weekly checks until the total balance is exhausted.

Section 20.9. Higher/Promotions in Classifications with Active Layoff Lists. No new employees in the Bargaining Unit job classifications shall be hired, nor shall any promotions be made until all employees on layoff status from the job classification have been recalled to that job classification.

Section 20.10. Recall. Recalls from layoff shall be done in the reverse order of layoff, with the most senior employee within a classification within a department (for which the recall is being made) being recalled first. Notification shall be by certified mail. An employee shall have recall rights (in the event of a layoff) for four (4) years. If the minimum qualifications for the job have changed sufficiently for the position to which the employee is being recalled, the employee shall be given sixty (60) days to qualify for said position. In the event an employee fails to qualify during the sixty (60) day period, they shall be ineligible for future recall.

ARTICLE 21 **SENIORITY**

Section 21.1. Seniority Defined. Seniority shall be defined as the employee's length of continuous service within the AFSCME bargaining unit. If two (2) or more employees have the same seniority date, the tie shall be broken by a lottery conducted by a representative of the City and the Union, with the person drawing the highest number determined to have the higher seniority. The process shall be contained in a letter of understanding.

Section 21.2. Continuation and Termination of Seniority.

- A. An employee's seniority shall terminate in the following events;
- B. If the employee quits;
- C. If the employee is discharged for just cause accepted or upheld by proper authority;
- D. If the employee does not return at the expiration of a leave of absence or if the employee takes other employment during a leave of absence, unless consented to by the Safety-Service Director or the Public Works Director;
- E. If the employee does not request reinstatement within ninety (90) days after termination of military service;
- F. If while on layoff status, an employee fails to report to the Human Resources Director or his designee, within seven (7) days after being notified by certified mail, return receipt

requested, to the employee's last address of record with the Human Resources Department of the City;

- G. If the employee is absent from the employment of the City by reason of layoff for forty-eight (48) consecutive months;
- H. If the employee is absent for three (3) consecutive work days and fails to report such absence, except in extenuating circumstances.

Section 21.3. Seniority List. The City will provide to the Union, upon the request of the Union President or Vice-President, once every six (6) months, a seniority roster starting with the most senior bargaining unit member and ending with the least senior which contains the following information: name, date of hire, department, pay grade and step.

ARTICLE 22 **SHIFT BIDDING**

Section 22.1. Shift Assignments. Within the smallest organizational unit to which an employee is assigned (i.e., division, section, unit, etc.), those employees who have completed their new hire probationary period and who occupy positions in the unit which are identical except that they are assigned to different shifts, may bid on the shift they prefer, at least once every twelve (12) months.

Section 22.2. Bidding Procedures. The frequency, date, and procedure for such bids shall be determined by the division head.

Section 22.3. Bidding Award/Adjustments. Shift preference shall generally be granted based on seniority as defined herein. Nothing herein shall be construed to limit any of the City's management rights concerning the scheduling and assignment of employees; however, the Employer specifically reserves the right to adjust the results of a bid or otherwise alter a bid based on its operational needs dealing with potential employment liability issues (e.g., hostile work environment, sexual harassment, racial discrimination, and/or other forms of discrimination) and the safety/ethics concerns that could arise from related individuals working with one another.

ARTICLE 23 **SICK LEAVE**

Section 23.1. Accrual. Full-time bargaining unit employees earn .05769 hours of sick leave for each non-overtime hour in active pay status. For purposes of this Agreement, active pay status is a period when an employee is eligible to receive pay from the City and includes hours worked, vacation leave, sick leave, wage continuation, holidays, compensatory time off, paid military leave, bereavement leave, personal days, and paid union leave. Employees may accrue and carry over all sick leave earned with no limits.

Section 23.2. Usage. Employees may take approved sick leave provided a credit balance is available, only for absences due to:

- A. Illness or injury or pregnancy or child birth related conditions of the employee;
- B. Physical, dental, optical or psychological treatment of the employee by an appropriate practitioner;
- C. Illness or injury of a member of the employee's immediate family which requires the employee's attendance and personal care;
- D. "Immediate family" means the employee's spouse, child, stepchild, mother, father, mother-in law, father-in-law, or person with whom the employee maintains a spousal relationship or to whom the employee stands in the place of a parent;
- E. Documentation justifying the employee's attendance and personal care must be provided with the request for leave.

Section 23.3. Notice. All employees requesting sick leave for a scheduled medical appointment shall notify the division head or designee as soon as possible. Absences for medical appointments are authorized only for the actual time necessary to complete the appointment, inclusive of necessary travel time, unless otherwise medically excused. The Employer may require a note from the medical provider to justify the amount of time an employee takes for a medical appointment. An employee requesting sick leave for other than a scheduled appointment must notify the division head or designee of the absence and reason therefore at least one (1) hour before the employee's scheduled starting time. Employees must follow this one (1) hour notification requirement each day the employee will be absent, unless instructed otherwise by the division head.

Section 23.4. Request for Leave. Upon return to work from sick leave, an employee must immediately notify his immediate supervisor and complete a leave request form provided by the City.

Section 23.5. Payment. Employees absent on approved sick leave shall be paid their applicable straight time hourly rate. Medical appointments scheduled with at least one (1) workday advance notice to the division head may be charged at the actual time off work, with the minimum increment charged being one (1) hour. Sick leave taken without such advance notice shall be charged as follows:

- Employees calling off before the start of a shift shall be charged off sick for the entire workday.
- Employees who leave work with notice shall be charged off sick the remainder of the workday.

Section 23.6. Unauthorized Use and Abuse of Sick Leave. Corrective action shall be taken hereunder for the unauthorized use of sick leave.

- A. **Definition:** "Unauthorized use and abuse" of sick leave means:

1. failure to timely notify division head of absence;
2. failure to properly and timely request leave;
3. failure to provide medical practitioner's statement when required;
4. fraudulent verification or request;
5. use for other than an allowed purpose
6. pattern abuse, or consistent periods of usage (for example, before and/or after holidays, weekends, days off, paydays or overtime worked);
7. maintaining a zero or near zero balance.

B. Corrective Action: When unauthorized use or abuse of sick leave is substantiated by the division head, the request for sick leave shall be denied and corrective disciplinary action shall be implemented under the City's disciplinary policy. In addition, the division head may thereafter require a medical practitioner's statement for all sick leave use for the next twelve (12) months.

Section 23.7. Excessive Use of Sick Leave.

A. Separate and apart from the corrective action described above for unauthorized use of sick leave, employees who use sick leave on more than six (6) occasions in any twelve (12) month period, with or without a physician's statement, shall be subject to progressive disciplinary action for excessive use of sick leave according to the following schedule:

- Seventh occasion - informal conference
- Eighth occasion - written reprimand
- Ninth occasion - one day suspension
- Tenth occasion - three-day suspension
- Eleventh occasion - up to and including termination of employment

B. "Occasion" for this purpose means an individual utilization of sick leave regardless of the number of hours or days involved. A pre-scheduled medical appointment for which leave is requested at least one (1) workday in advance shall not count as an occasion. Use of sick leave for an illness or injury for which the employee has been granted such leave in accordance with the City's policy and procedure regarding compliance with the Family Medical Leave Act [Section 5.09 of the Policy & Procedure Manual] or as a disability under the Americans with Disabilities Act shall not count as an occasion. When an employee is notified at work by a licensed child care facility or school of an illness or injury of the employee's minor child which requires the employee to leave work to personally attend to the child, the employee shall be excused from work for the actual time necessary (one hour minimum) to care for the child, which time shall be charged to sick leave. Three times per any twelve (12) month period, any such absence for which the employee is able to return to work within two (2) hours shall not count as an occasion. A notice from a non-licensed child care provider may be approved at the discretion of the appointing authority. A regimen of regular treatments at a hospital, clinic or physician's office, which cannot be

scheduled outside the employee's regular hours shall be considered as one (1) occasion, provided, in advance of the second visit, the division head is provided a copy of the physician's statement ordering the schedule of treatment.

- C. In the event an employee reaches four (4) occasions in any three (3) month period, the department head may counsel such employee and shall make note in the record of any extenuating circumstances affecting the employee.

Section 23.8. Tardiness. All employees covered by this Agreement shall be subject to the tardiness policy as set forth in the City of Mansfield Personnel Policy and Procedure Manual.

Section 23.9. Medical Practitioner's Statement. Employees shall be required to provide a written statement from a physician who has examined the employee or immediate family members when:

1. The employee or family member obtains medical treatment while the employee is on sick leave;
2. The illness or injury of the employee or family member extends for three (3) or more consecutive workdays;
3. Unauthorized use of sick leave is substantiated (See Section 22. 6 herein).

Employees required to provide a medical practitioners statement must provide the statement along with a leave request within (3) days of returning to work.

Section 23.10. Credit for Prior Service. Employees who have previously separated from service with the City will be credited with their unused balance of accumulated sick leave upon appointment. If the unused balance has not been converted to cash. Employees are responsible for informing the Human Resources Department of such prior service.

Section 23.11. Medical Examination. The City may require an employee to take an examination, conducted by a licensed physician chosen by the City. Such physician shall determine the employee's physical capability to perform the essential duties of his position. The cost of such examination shall be paid by the City.

Section 23.12. Incentive Bonus. An employee who uses no sick leave nor has any time in unpaid status (including FML) absences without leave or unpaid disciplinary suspensions during any calendar year shall receive a five hundred-dollar (\$500) bonus; an employee who uses one (1) day or less of such time shall receive a four hundred dollar (\$400) bonus; an employee who uses two (2) days or less of such time shall receive a three hundred dollar (\$300) bonus. Such bonus shall be payable in a separate check in the second pay period in January of the following year.

Section 23.13. Annual Conversion Option. An employee who has at least six hundred (600) hours of accumulated sick leave to his credit as of January 1 of each year may elect to convert up to eighty (80) hours of accrued but unused sick leave into compensatory time, provided that no employee may accrue compensatory time under this section in excess of one hundred sixty (160) hours. Such election shall be made in writing on a form provided by the City delivered by the employee to his division head between January 1 and January 31. Only one election per year shall be processed. Upon separation of employment, employees shall be paid for their accrued but unused compensatory time, under this section, at the applicable rate of pay.

Section 23.14. Sick Leave Conversion Upon Resignation. Upon resignation after eight (8) or more years of service with the City, an employee shall be paid in cash the value of the employee's accrued but unused sick leave credit up to a maximum of two hundred forty (240) hours. Compensation for each day of such leave shall be computed on a basis of the employee's annual salary at the time of resignation, divided by 2080. In the event of a termination due to a disciplinary action, the aforementioned conversion shall apply.

Section 23.15. Sick Leave Conversion Upon Full Retirement. Upon full retirement, compensation for accrued, unused sick leave shall be made in accordance with the following computation. Compensation for each day of such leave shall be computed on a basis of the employee's annual salary at the time of retirement, divided by 2080, and the number of compensated hours shall be as follows:

A. For employees hired before September 1, 2010

SENIORITY	HOURS
1 to 25 years	one (1) hour for every two (2) hours accrued.
+25 years to 30 years	one (1) hour for every one (1) hour accrued up to a maximum of 1,500 hours accrued and one (1) for every two (2) hours accrued remaining beyond 1,500 hours.
over 30 years	one (1) hour for every one (1) hour accrued up to a maximum of 2,000 hours accrued and one (1) hour for every two (2) hours accrued remaining beyond 2,000 hours.

B. For employees hired on or after September 1, 2010, but before June 1, 2012

SENIORITY	HOURS
1 to 25 years	one (1) hour for every three (3) hours accrued.
+25 years to 30 years	one (1) hour for every one (1) hour accrued up to a maximum of 1,500 hours accrued and one (1) for every two (2) hours accrued remaining beyond 1,500 hours.
over 30 years	one (1) hour for every one (1) hour accrued up to a maximum of 2,000 hours accrued and one (1) hour for every two (2) hours accrued remaining beyond 2,000 hours.

C. Employees hired on or after June 1, 2012

An employee may elect at the time of full retirement from active service with the City, and with ten (10) or more years of service with the state, any political subdivisions, or any combination thereof, to be paid in cash for one-fourth the value of the employee's accrued but unused sick leave credit. The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. An employee may receive one or more payments under this division, but the aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of thirty (30) days of accrued but unused sick leave.

D. Full retirement being defined as an employee who retires from active service from the City or is granted a disability retirement from active service with a State Retirement System.

Section 23.16. Sick Leave Conversion Upon Death. If an employee otherwise eligible for sick leave conversion under Section 23.14 of this article dies while still employed, then the employee will be considered for purposes of this section to have retired on the date of his/her death and the employee's sick leave conversion benefits shall be computed in accordance with Section 22.15 of this article and will be paid to the deceased employee's dependents as defined in Ohio Revised Codes 4123.59 (D)(1) and (2).

Section 23.17. Sick Leave Donation.

A. **Eligibility** - Any AFSCME bargaining unit employee may apply to the Public Works Director or Safety-Service Director, as the case may be, to receive donated sick leave, if the employee requesting such donated sick leave:

1. Has a non-work-related serious illness or injury, as documented in writing by a medical doctor, which renders them unable to perform the essential functions of their position for a minimum of four consecutive weeks;
2. Does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence;
3. Has not been offered non-work-related Transitional Duty as described in Section 19.3 (B) herein; and
4. Has no disciplinary actions for unauthorized or excessive use of sick leave on record for progressive disciplinary purposes.

B. **Approval** - Upon approval of an employee's request for donated sick leave, the Public Works Director or Safety-Service Director, as the case may be, shall:

1. Notify all City employees of the employee's need for donated sick leave, while respecting the employee's right of privacy;
 2. Approve payment of any such donated sick leave to the requesting employee on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the employee with their regular, straight-time pay for such pay period, whichever is greater.
- C. Donating Sick Leave - Any AFSCME bargaining unit employee may donate accrued and unused sick leave to their credit to any other City employee who has been approved to receive donated sick leave if the donating employee:
1. Retains a sick leave balance of at least four hundred eighty (480) hours after deduction of the hours offered for donation; and
 2. Voluntarily elects to donate sick leave to the employee approved for donation, understanding that any such leave donated and used shall not be returned.
- D. Terms and Conditions - The following additional terms and conditions shall apply to the sick leave donation program:
1. All donations of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation.
 2. An employee receiving donated sick leave shall be paid at their regular, straight time rate of pay, regardless of the rate of pay of the employee donating such leave.
 3. Sick leave shall be deducted from donating employees in order of the date and time of donation, and credited to the receiving employee's account on pay day up to the amount necessary for the employee to be paid their regular two weeks' pay. No sick leave shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick leave donated by an employee which is not used shall remain in the account of the donating employee.
 4. An employee using donated sick leave shall be in active pay status and accrue vacation leave, and be entitled to any benefits they would normally receive.
 5. Employees receiving donated sick leave shall be eligible to receive such leave only until the employee's estimated date of return to duty. Persons who have continued to receive full donations and whose physicians extend their estimated date of return will be eligible for notification for the need for further donation.
 6. No employee receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. An employee may not apply for donated leave more than once in any twelve (12) month period.

- 7. Donated sick leave shall not count for purposes of the donating employee's sick leave attendance bonus.
- E. The Public Works Director or Safety-Service Director, as the case may be, shall ensure that no employee is forced or coerced into donating sick leave to a fellow employee. Donation shall be strictly voluntary. No city employee shall directly solicit donations of sick leave from another employee.

Section 23.18 Return to Work. Except in situations where operational demands necessitate otherwise, no employee shall be eligible to work overtime, call-in or any other premium time until a period of twenty-four (24) hours has elapsed since the commencement of a period of sick leave. [i.e. if a first shift employee calls in on Friday and takes a sick day, he/she will not be eligible for any overtime detail until after 7:30 a.m. on Saturday.] No employee on extended FMLA for themselves will be eligible for any overtime, call-in or other premium time until such employee returns to full duty work. Employees who have scheduled a medical appointment with one (1) workday advance notice will remain eligible to work overtime if they return to duty prior to the end of the employee's regular work shift.

ARTICLE 24
VACATIONS

Section 24.1. Vacation Accrual.

- A. All employees covered hereunder earn paid vacation leave and begin earning such leave upon appointment. After each full year of service, all vacation leave accrued is credited to the employee, who shall then be eligible to take such leave. No employee is entitled to vacation leave until the completion of six(6) months of service with the City.
- B. Employees shall earn paid vacation for each hour in active pay status according to the following schedule.

Employees hired before June 1, 2012:

Years of Service	Maximum Hours Accumulated	Hours Earned
Less than one (1) year	0	0
One (1) year but less than eight (8) years	96	.04615
Eight (8) years but less than fifteen (15) years	144	.06923
Fifteen (15) years but less than twenty (20) years	192	.09231
Twenty (20) years but less than thirty (30) years	240	.11538
Thirty (30) or more years of service	280	.13462

Employees hired on or after June 1, 2012:

Years of Service	Maximum Hours Accumulated	Hours Earned
Less than six (6) months	0	0
More than six (6) months but less than twelve (12) months*	40	.019231
One (1) year but less than eight (8) years	80	.03846
Eight (8) years but less than fifteen (15) years	120	.05769
Fifteen (15) years but less than twenty-five (25) years	160	.07692
Twenty-five (25) years but less than thirty (30) years	200	.09615
Thirty (30) or more years of service	240	.11538

*These forty (40) hours must be used before the employee reaches one(1) full year of service. Any unused hours will not carry forward. Said hours will not carry over into an employee's accrual bank and will not affect maximum accrual balance of vacation time an employee can carry. If the employee does not successfully complete probation either voluntarily (i.e. through resignation) or at the request of the City, these hours will not be paid out upon separation from the City.

Section 24.2. Vacation Scheduling.

A. Annual Vacation Preference/Scheduling. Preference dates for scheduled vacations shall be in accordance with seniority as set forth in Article 21, subject to manning requirements of the division to which the employee is assigned. Vacation preferences shall be indicated prior to March of each calendar year, and schedules shall be posted on appropriate bulletin boards.

However, the below procedure shall apply only to Public Safety Dispatchers.

1. The annual calendar shall be broken down into two periods of approximately 6 months. This will allow for a "summer bid schedule" and a "winter bid schedule" which will encompass summer and winter vacation planning. Each schedule will be further broken down into nearly equal three-month periods to allow for the opportunity to bid different shifts within the scheduled bid period.
2. The bidding process will be based on seniority and will commence at least one month prior to the upcoming bid schedule taking effect. The bidding process will last two weeks (14 calendar days).
3. Vacation requests will be accepted immediately following the conclusion of the shift bidding process for the same shift schedule and such requests submitted from the first calendar day following the end of the shift bidding process to the fifth

calendar day before the start of the same shift schedule will be collected and, as a group, approved based on seniority. All vacation requests received after the fifth calendar day before the start of the shift schedule will be considered on an individual basis with any conflicts being resolved based on seniority.

4. Vacation requests will be limited in scope to the period of time the upcoming schedule is based upon. Vacation requests for dates outside/beyond the upcoming schedule will not be accepted and will not be considered. (Note: Above Language Incorporated from Vacation Bidding MOU)
- B. Non-Scheduled Vacation Use/Minimum Increments. Non-scheduled vacation will be in increments of one (1) hour, if taken in the first or last three hours of a shift, all other requests will be in increments of two (2) hours. Any usage of a one (1) hour increment must be, at the beginning or end of the employee's work shift. All nonscheduled vacation must be requested by employees in writing on a form provided by the City as far in advance as possible and no later than the end of the regular shift on the workday before the day desired off, except in emergency situations as approved in advance by the appropriate Director or designee or a case- by-case basis, which may include requests for use of such time following a period of emergency call-out service. The granting of such leave is subject to operational demands.
- C. Vacation Accumulation/Discretionary Carry-Over. An employee who is unable to take vacation in the year in which it should have been taken may carry over up to three (3) years of vacation. "Total vacation" being defined as current hours earned plus the hours earned in the previous two years. Any vacation accrued over this amount will be lost.
- D. Vacation Leave During Periods of Illness. If an employee is hospitalized while on vacation, the "vacation" status may be changed to "sick leave."
- E. Holidays while on Vacation Leave. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

Section 24.3. Credit for Prior Service. Employees who previously separated from the City will be credited with their prior service as a regular full-time employee of the City for the purpose of computing years of service for vacation accrual subject to Article 21.2. Employees with such prior service shall begin accruing vacation at the applicable rate based on such prior service beginning on the effective date of this Agreement, but shall not be entitled to any retroactive vacation credit for the time before the effective date of this Agreement.

Section 24.4. Annual Conversion/Mandatory Use. All employees participating in the vacation sellback shall be required to utilize a minimum of forty (40) annually. Each employee may elect to sell back up to eighty (80) hours of vacation leave annually. Such election shall be made in writing on a form provided by the City delivered by the employee to his division head. Only one election per anniversary year shall be processed.

Section 24.5. Payment at Termination or Death.

- A. If an employee (other than a newly hired employee in his first year of employment) is laid off, terminated, resigns, or retires, the employee shall be entitled to and receive payment for all accrued and unused vacation leave to his credit at the time of separation. In addition, such employee shall receive a pro-rated payment for vacation earned but not yet credited which represents that time from his anniversary date to his separation date. All payments under this provision shall be at the employee's rate of pay at separation.

- B. If an employee (other than a newly hired employee in his first year of employment) dies while in active pay status or on an authorized leave of absence, all accrued and unused vacation leave to the employee's credit at the time of death, plus any pro-rated earned but not yet credited vacation shall be paid in accordance with O.R.C. S 2113.04, or to his estate. Said payment shall be based on the employee's final rate of pay.

ARTICLE 25
HOLIDAYS/PERSONAL DAYS

Section 25.1. Designated Holidays. The following are designated paid holidays:

- New Year's Day
- Martin Luther King Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19th)
- Independence Day
- Labor Day
- Columbus Day (2nd Monday in October)
- Veterans Day (November 11th)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The days listed above shall be celebrated as set forth in this section, unless designated by the appropriate governmental official or body to be celebrated on a different day.

Section 25.2. Pay for Holidays. In order for an employee to receive his pay for the holiday, he must be in active pay status on the full workday before and the full workday after the holiday. Employees are not permitted to schedule paid vacation on a holiday.

Eligible employees who are not scheduled to work on a designated holiday shall be paid their regular daily rate of pay as holiday pay. Eligible employees who work on a designated holiday

shall be compensated at the rate of one and one-half (1 1/2) times their normal rate of pay in addition to holiday pay. Premium pay for the time worked on a holiday does not count toward hours in active pay status for overtime purposes. No employee will be scheduled to work the designated holiday unless deemed necessary by the division head, or his designee.

Section 25.3. Personal Days.

A. All employees in active pay status will be afforded three (3) days off with full normal pay each calendar year. Newly hired employees will be afforded such personal days in their first year of appointment or reappointment as follows:

Hired before May 1	Three (3) days
Hired from May 1 to August 31	Two (2) days
Hired after August 31	One (1) day

B. Any employee transferring from a City division outside the bargaining unit shall be entitled to the number of personal days provided above, based on the date of transfer, minus any personal days already used during that calendar year while employed in the other City division.

C. Personal days off, in one (1) hour increments, must be requested by employees in writing on a form provided by the City as far in advance as possible and no later than the end of the regular shift on the workday before the day desired off, except in emergency situations as approved in advance by the appropriate Director or designee on a case-by-case basis, or once at work where there is a lack of work due to factors including, but not limited to, inclement weather, holiday related work decreases, and seasonal fluctuations in departmental work demand. Under the latter circumstances the supervisor may approve personal leave without the required notice. A minimum increment of one (1) hour of personal days off, may only be taken at the beginning or end of an employee's work shift. Employees may however on three occasions per calendar year take up to eight (8) hours of personal leave with no less than one (1) hours' notice before the desired time off. If more than one employee requests the same time off, the more senior employee shall be granted the time off. The granting of such leave is subject to operational demands.

ARTICLE 26
EMERGENCY CLOSURE OF CITY FACILITIES

Section 26.1. When City Hall and other City buildings are closed by order of the Mayor, employees not working because of scheduled vacation, scheduled accumulated time, or continuing sick leave will be charged for the leave regardless of the declared emergency. If the usage of vacation, accumulated time or sick leave ends prior to the end of the declared emergency, no vacation, accumulated time, or sick leave time shall be charged for the remainder of the emergency.

Employees not scheduled for paid time off when a closure occurs and who are released from work early or advised not to report work, shall not be docked in pay.

Section 26.2. In the event of an emergency closure of City Hall or other facilities, any employee required to remain on duty during regular business hours will be granted regular pay for actual hours worked, and receive, compensatory time equal to the amount of time that other employees were permitted off during the declared emergency. For those employees who the Employer determines have the capability of working remotely, they may be required to perform services remotely, and in such case will receive compensatory time equal to the amount of time that other employees were permitted off.

ARTICLE 27 **WAGE CONTINUATION**

Section 27.1. Eligibility and Qualifications. Any employee covered by this agreement who suffers a compensable industrial injury or illness shall be eligible for wage continuation benefits in lieu of workers' compensation lost time benefits. Payment of related medical benefits shall remain the responsibility of the Bureau of Workers' Compensation (BWC). Wage continuation benefits are paid with the written approval of the appropriate Director subject to the following conditions.

- A. The injury or illness must be determined to be compensable by the City, or in the case of dispute, the Ohio Industrial Commission (OIC). In no event will compensation begin before a state claim number is assigned.
- B. Valid medical proof of disability must be provided on BWC Form C-84. The City approved physician must complete and sign the form in its entirety. Copies are unacceptable.
- C. The employee must submit to a drug and/or alcohol test under the procedure described in the Drug/Alcohol Testing Section herein and test negative for drugs/alcohol.
- D. The employee must complete a C-1 or OD-1 or a FRO1-1 application, and sign both a wage continuation agreement and a medical release.
- E. The City reserves the right to have an employee examined by an occupational health physician to confirm any medical diagnosis and/or period of disability.
- F. Wage continuation will be paid for only those periods of lost time that would qualify the employee for receipt of workers' compensation lost time benefits.
- G. Provide a medical certification from a physician on the list of City approved providers opining that the claimant is disabled from employment in excess of seven (7) consecutive

days as a result of the work-related injury and specifying the injury, recommended treatment, and the employee's inability to return to work as a result of the injury along with an estimated return to work date.

Section 27.2. Payment. Wage continuation benefits shall be the employee's then current rate of pay multiplied by the employee's regularly scheduled hours per week. Such payments shall normally commence immediately upon receipt of disability proof and a completed claim application.

Section 27.3. Employment Status. An employee qualifying for wage continuation shall be considered to be in active pay status. While on wage continuation, an employee shall earn paid leave, earn seniority and have the City's share of any health insurance premium paid (and have the employee's share, if any, deducted from such wage continuation). Employees on wage continuation shall be eligible to reschedule any pre-scheduled vacation which was to be taken during the period of wage continuation. If such vacation, or other accrued vacation cannot be taken before the end of the employee's anniversary year, the employee shall be entitled to payment for such vacation hours, at the employee's then current hourly rate of pay. Such employees shall be entitled to holiday pay for any holidays which occur during a period of wage continuation leave, in addition to wage continuation.

Section 27.4. Termination of Benefits. Wage continuation will cease upon any of the following conditions.

1. The employee returns to work.
2. The employee's or City's physician releases the employee to return to work.
3. The employee begins working for another employer without prior approval from the appropriate Director.
4. The employee fails to return to work on a Transitional Duty assignment consistent with the employee's medical restrictions.
5. The employee fails to appear for a City-sponsored medical exam.
6. The employee has reached maximum medical improvement (MMI) and/or the condition has become permanent.
7. The claim is found to be fraudulent after payment has begun.
8. The employee attempts to collect both temporary total compensation and wage continuation.

9. Termination of employment;

Or

10. Regardless of the above conditions, wage continuation benefits shall terminate when an employee is on wage continuation for one thousand five hundred sixty (1560) hours as a result of each incident of compensable injury or illness or re-aggravation of same within six (6) months. An employee who is unable to return to work after the termination of wage continuation benefits shall be placed on the appropriate leave of absence, as requested by the employee.

Section 27.5. Transition to Provider List. Prior to the transition and implementation date of the provider list under Section 1 (B) and (G), the City will meet with the Union to review the scope of the list and set a date for implementation. Physicians not on the approved list will be considered on a case-by-case basis. Anyone requesting a physician not on the list must contact the Union so that the request can be forwarded to the City for consideration. Bargaining unit members with existing claims may remain with their respective physician of record (POR) for that claim. Subsequent list adjustments will be communicated to the union through the labor management process prior to becoming effective.

ARTICLE 28 **UNPAID LEAVES OF ABSENCE**

Section 28.1. Disability Leave.

- A. **Eligibility and Leave.** A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave of absence without pay for up to six (6) months in increments of thirty (30) days. Disability leave may be granted at the discretion of the appropriate Director when a disabled employee exhausts accumulated wage continuation benefits (if applicable), sick leave, vacation leave, and other paid leave, and the employee is:
1. hospitalized or institutionalized; or
 2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
 3. declared unable to perform the essential functions of his position, with or without a reasonable accommodation, by a licensed physician.
- B. **Extension of Leave.** An additional leave of absence of three (3) months, in increments of thirty (30) days, may be granted at the discretion of the appropriate Director in extenuating circumstances determined on a case-by-case basis, when all other conditions herein are met.

- C. Requesting Leave. Each request for a disability leave of absence must be made in writing on a form provided by the City and include certification of such disability from a licensed physician along with the physician's estimate of a probable return to duty within the maximum disability leave period. It is the employee's responsibility to request a disability leave since such leave is not automatically granted when an employee's paid leave has expired or the employee is receiving workers' compensation benefits. Leave must be requested as far in advance as possible, and prior to the end of active pay status.
- D. Employment Status on Leave. An employee on a disability leave shall be considered to be in inactive, or no-pay status. While on disability leave, an employee shall not earn paid leave, and is not eligible for vacation or holiday pay. The City shall cease paying its share of any health insurance premium for the employee, and shall notify the employee of his COBRA rights. A disability leave shall not be considered a break in service for seniority purposes so long as the employee returns from leave.
- E. Return from Leave. An employee on disability leave who is determined by a licensed physician to be able to perform the essential functions of his position may return to work. An employee may return before the scheduled expiration of leave, if requested by the employee and approved by the appropriate Director. Upon his/her return to work, the employee shall be returned to the position formerly occupied, or to a similar position.
- F. Failure to Return. An employee who fails to request disability leave prior to or at the end of paid leave or who fails to return to work at the expiration of an approved disability leave shall, absent extenuating circumstances, be considered to have voluntarily resigned. If an employee is determined to be physically or mentally unable to return to work at the expiration of disability leave, the employee shall be separated from service.

Section 28.2. Family and Medical Leave. The City will comply with all provisions of the Family and Medical Leave Act (FMLA).

Section 28.3. Education Leave. An employee covered hereunder may be granted a leave of absence without pay by the appropriate Director for educational purposes, provided such educational pursuits are directly related to the employee's job or the operations of the City. Such leave shall initially be limited to ninety (90) calendar days with possible extensions totaling up to one (1) year.

Section 28.4. Long Term Union Leave. At the request of the Union, any employee covered hereunder who is selected for a Union office or employed by the Union for a fixed term of office, subject to the approval of the Safety-Service Director, maybe granted leave without pay. Such leave initially shall be limited to sixty (60) calendar days with extensions of up to one (1) year. Such service will not constitute a break in service for seniority rights or promotional examinations announced by the Civil Service Commission. Only one (1) member of the bargaining unit shall be on such leave at any one time. After the leave, such employee shall be restored to his/her original position or as near it as possible.

Section 28.5. Special Leave. Leave without pay for personal reasons may be granted at the discretion of the appropriate Director for good cause shown for a period not to exceed ninety (90) days. Such requests must be made in writing by the employee on a form provided by the City. Requests will be considered on a case-by case-basis. All discretionary paid leave must be used before such leave may be granted. Employees on special leave are in a no-pay status, and no paid benefits are accrued or paid while on such leave. The City shall cease paying its share of any health insurance premium for the employee, and shall notify the employee of his COBRA rights, if such leave extends beyond the period of time covered by the last premium payment made by/for the employee.

ARTICLE 29 **BEREAVEMENT LEAVE**

Section 29.1. Five Days Leave. A leave of absence of five (5) days (with full normal pay) to attend the funeral of a member of the immediate family, to include spouse, child, parent, and parent-in-law, or other relatives or persons with whom the employee maintains a spousal relationship or to whom the employee stands in the place of a parent, living in the same household as the employee at the time of the relative's death, shall be granted to an employee by the appropriate Director.

Section 29.2. Three Days Leave. A leave of absence of three (3) days (with full normal pay) to attend the funeral of other immediate family members, to include brother, sister, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law (spouse's sibling or sibling's spouse), daughter-in-law, and son-in-law, shall be granted to an employee by the appropriate Director.

Section 29.3. One Day Leave. A leave of absence of one (1) day (with full normal pay) shall be granted to an employee by the appropriate Director to attend the funeral of an employee's aunt or uncle, niece or nephew.

Section 29.4. Extended Bereavement Leave. Upon approval of the appropriate Director, bereavement leave in excess of that provided for in this article will be charged to the employee's accrued sick leave balance.

Section 29.5. Definitions. Each of the family member categories included above includes full, half and step members.

Section 29.6. Notice/Approval Documentation. Any employee requesting bereavement leave must notify their department head or designee as soon as practicable. Initial requests for leave may be approved provisionally, subject to review and verification by the appropriate Director/designee. Proof of death and relationship of the deceased shall be provided to the City by the employee, if so requested.

ARTICLE 30
MILITARY LEAVE

Military leave shall be granted in accordance with applicable state and federal law.

ARTICLE 31
CIVIL LEAVE

Full-time bargaining unit employees shall be entitled to leave with pay during regular working hours when subpoenaed for a court appearance or jury duty by the United States, the State of Ohio, or any political subdivision, unless such court appearance is in connection with the employee's personal business. An employee on paid civil leave shall notify his division head in advance by completing a request for leave on a form provided by the City. Employees shall pay all funds received from the court to the Finance Director. Employees released from civil duty prior to the end of the scheduled workday shall return to work.

ARTICLE 32
EXAMINATION LEAVE

Time off with pay shall be allowed to employees covered by this Agreement to participate in the City's Civil Service tests or taking a required examination pertinent to their City employment before an Ohio or federal licensing board.

ARTICLE 33
DISASTER LEAVE

Time off with pay may be allowed to a fully qualified employee covered hereunder for service in specialized disaster relief service for the American Red Cross or as a registered volunteer as described in O.R.C. 121.404. Said leave shall be granted only after the requisition of the individual to serve in such capacity by the American Red Cross and except in case of the need for the employee to function in his job with the City due to an emergency.

ARTICLE 34
ORGAN DONOR LEAVE

1. Full-time bargaining unit employees shall be entitled to up to one hundred twenty (120) hours of leave with pay during each calendar year to use during those hours when the employee is absent from work because of the employee's donation of any portion of an adult liver or because of the employee's donation of an adult kidney.
2. Full-time bargaining unit employees shall be entitled to up to forty (40) hours of leave with pay during each calendar year to use during those hours when the employee is absent from work because of the employee's donation of adult bone marrow.

3. Leave under this section does not have to be used in conjunction with other types of accrued leave such as sick leave, vacation or compensatory time.

ARTICLE 35
FRAUDULENT BENEFIT CLAIM

The City reserves the right to withhold benefit payments or take disciplinary action, up to and including discharge, against an employee who submits a false claim for sick leave, wage continuation, bereavement leave, military leave, civil leave, examination leave, or disaster leave benefits as set forth in this Agreement or for working for another employer while on sick leave or wage continuation. Permission to work for another employer or to perform limited duty for the City, while in either case being on sick leave or wage continuation, may be granted by the appropriate Director upon obtaining approval from a competent medical authority.

ARTICLE 36
CONTRACTING OUT

Except for emergencies involving the public health or safety the City agrees to meet and confer with the Union prior to contracting out work which is currently being performed by the bargaining unit employees which could result in the loss of bargaining unit jobs. The Union will be provided an opportunity to demonstrate to the City that it would be more beneficial (for financial reasons) for the City to continue to have the work performed by bargaining unit personnel and to provide a counter proposal, if it so desires.

ARTICLE 37
WAGES

Section 37.1. Wage Rates.

- A. Wage rates for employees covered by this Agreement shall be as set forth in Appendix B.

<u>Entry Rate</u>	<u>After 1 yr.</u>	<u>After 2 yrs.</u>
80% of top rate	90% of top rate	Top Rate

- B. Annual Compensation. Effective with the first full pay period following below, bargaining unit members shall receive general wage increases as follows:

May 1, 2025	6.0%
May 1, 2026	3.25%

- C. One-time Equity Adjustment/Lump Sum. In addition to the foregoing general increases, all bargaining unit members shall receive, prior to the administration of the general increase identified above, a three percent (3.0%) equity adjustment. Further, all bargaining unit

members who are employees at the time the payment is made will receive a one-time lump sum payment of two thousand five hundred dollars (\$2,500) in consideration of retroactive wage calculations.

Section 37.2. Reopener. In the event that another City Bargaining unit receives a greater general wage increase (anything added to the base) for the concurrent period of their Agreement than is provided for in this Agreement, the Union may request to reopen this Agreement under ORC 4117. Such reopener will be limited to wages and other matters with cost implications only, with other provisions of this Agreement remaining in full force and effect.

Section 37.3. Pay Plan Administration. Each employee shall be assigned to the pay grade specified by ordinance of the City for the employee's classification. Step A shall be the minimum rate for a pay grade and shall be the hiring rate for a classification.

The following shall be the method of administration of the wage rate plan referenced in Section I of this article:

- A. An employee shall remain in Step A until the completion of 1 year and shall then advance to Step B.
- B. An employee shall remain in Step B until the completion of 2nd year and shall then advance to Step C.
- C. An employee who moves to a higher pay grade by reason of a change in job classification shall be placed at Step B or that step of the new pay grade which would represent an increase in pay over the employee's pay (excluding any premium payments) at his previous grade and step, whichever is higher.
- D. An employee who moves to a lower pay grade by reason of a voluntary change of job classification shall remain at the employee's current step in the new pay grade and be advanced, as appropriate, as specified above.
- E. Lateral Advancement/Hire. In order to attract and retain personnel, the Employer shall be permitted to grant discretionary service credit on the wage schedule based on prior certifiable experience, special skills, and/or licensure qualifications, in the job classifications of Public Safety Dispatcher, Auto Mechanic, Body Shop Repair Worker, and Special Police/Maintenance Technician. Any employee placed or advanced to a step under this process shall continue to progress through the wage schedule based on his anniversary date as a full-time employee within his applicable job classification, plus any service credit granted by the Employer. Such step credit shall not be relevant nor affect the calculation of seniority credit nor the obligation that an employee successfully complete a probationary period as provided for elsewhere in this Agreement.

Section 37.4. Promotion/Demotion. Employees who have successfully bid on and received a promotion or demotion shall remain in the new step for a period of one (1) year before receiving an increase.

Section 37.5. Pay for Mandatory Training. The City will pay the tuition and fees for any schooling and/or training which is mandated by the City for an employee covered by this agreement to maintain his position with the City. The City will pay all licensing costs under Article 40 of this Agreement. All time spent in such required training shall be considered compensable hours worked. Lodging, meals and travel reimbursement shall be paid in accordance with the City's travel policy.

ARTICLE 38
LONGEVITY

In addition to wages as provided in Appendix B of this Agreement, every employee covered hereunder shall receive a longevity payment in accordance with the provisions of this article as follows:

- A. An employee entitled to a longevity payment under this article shall receive one hundred dollars (\$100.00) for each year of completed service with the City of Mansfield as computed on November 30 of each year to be paid in one lump sum by or before December 1st of that year. In the event an eligible employee terminates his employment during the term of the Agreement, he shall be paid a pro-rated amount of his applicable longevity payment. An employee shall be credited with completed years and months of service based on his/her anniversary date. "Completed month" meaning that an employee has worked more than fifteen (15) days in an anniversary month [e.g. If anniversary date is November 10th and retirement date is December 1st, then employee would be paid longevity for the month of November 10th through December 10th].

ARTICLE 39
PERS CONTRIBUTIONS

Section 39.1. For each employee who is member of this bargaining unit as of February 22, 2013, the City shall pick-up (assume and pay) on behalf of employees covered by this Agreement, in lieu of payment by the employee, 8.5% of each employee's earned compensation to the Public Employees Retirement System of Ohio (PERS) in accordance with the following terms:

- A. The term "earned compensation" shall mean any and all monies earned by an employee from the City for which there is a pension contribution.
- B. The City shall, in reporting and making remittances to PERS, report that each employee's contribution has been made as provided by statute.

- C. The City hereby declares that the sums paid hereunder by the City on behalf of employees are not to be considered additional salary or wages and shall not be treated as increased compensation. For purposes of computing the employee's earnings or basis of contributions to PERS, the amount paid by the City on behalf of an employee as a portion of his statutory obligation is intended to be and shall be considered as having been paid by the employee in fulfillment of the employee's statutory obligation.
- D. If, at any time, PERS reduces the employee contribution to an amount less than 8.5%, the City's obligation shall be reduced accordingly with no obligation to adjust the employee's contribution.

Section 39.2. Each employee who becomes a member of the AFSCME bargaining unit after February 22, 2013, shall be required to contribute the statutorily required pension contribution to the Public Employees Retirement System of Ohio (PERS).

ARTICLE 40 **SHIFT DIFFERENTIAL**

Employees who are assigned to a regular eight (8) hour shift on second or third shift shall receive shift differential pay of One Dollar and Fifty Cents (\$1.50) per hour in addition to the employee's straight hourly rate of pay. Employees who are regularly assigned to an eight (8) hour shift which begins between the hours of 11:00 a.m. and 3:00 p.m. shall be considered second shift employees for purposes of shift differential hereunder. Any employee who is temporarily transferred or who is required to attend training or take required classes during a shift other than his/her normal work shift shall continue to receive his/her normal shift differential.

ARTICLE 41 **LICENSE PAY**

Section 41.1. Licenses/Certifications - Public Works Employees. Employees in the Sewer Repair, Wastewater Treatment, Water Repair and Water Treatment Divisions, employees in the classifications of Electrician and employees who are required by their position to possess, or are approved by the appropriate Director to utilize, one of the below-listed CDL licenses and/or endorsements and who have applied for and been granted entry into the CDL drug/alcohol testing pool who:

- Obtain the applicable license and certification indicated below from the state;
- Provide proof of the same to the Human Resources Director by no later than November 30 of each year for payment in January of the following year; and
- Continue to be assigned to and work in the classifications/divisions listed herein, or remain in the CDL testing pool; shall be paid the following amounts:

Commercial Driver's License:

Class B..... \$40.00 per month
Class A..... \$50.00 per month
Endorsement..... \$30.00 per month

Ohio EPA Certifications

(WTP, WWTP, Distribution & Collection Systems)

Class I.....\$52.50 per month
Class II.....\$70.00 per month
Class III..... \$90.00 per month

- This certification pay, shall not be paid to the positions of:

Shift Operator and Shift Operator I.

State Issued Class A Commercial Electrical License*.....\$97.50 per month

EPA Chemical & Microbiological

Lab Certification (WTP) (one per Plant) \$45.00 per month

OWEA Class 11 Lab Certification (WWTP) (one per Plant) \$45.00 per month

Ohio Department of Agriculture Commercial

Pesticide Applicator License (ten (10) total:

two at WTP; two at WWTP; six btw.

Service Complex, Parks & Bldg. Maintenance.....\$35.00 per month

- Current holders of a City issued Electrical Class A License will be grandfathered as long as they keep such license current.

CDL License pay shall be paid in equal installments each pay period.

- Certified Technicians (MAC Certification) under Section 609 of the Clean Air Act (Up to 4 bargaining unit members total – 2 members in the Service Complex repair garage, 1 member in the Police Department, 1 member in the Fire Department): \$25.00/month.
- Camera Closed-Circuit Television (CCTV) Certification (Pipeline, Lateral, and Manhole Certification PACP/LACP/MACP Series): \$25.00/month for entire series – up to 2 members.

Section 41.2. Certifications - Special Police/MEO & Public Safety Dispatcher. Employees in the classification of Public Safety Dispatcher who are required by their position to possess a Law Enforcement Automated Data System (LEADS) certification and Emergency Dispatch certification(s) shall receive the amount of Seventy-two Dollars and Fifty cents (\$72.50) per month, paid bi-weekly. Employees in the classification of Special Police/MEO who are required by their position to possess a Law Enforcement Automated Data System (LEADS) certification or an Ohio Police Officer Training Academy certification shall receive the amount of Forty-two Dollars and Fifty cents (\$42.50) per month, paid bi-weekly.

ARTICLE 42
AIR HAMMER OPERATION

Employees covered hereunder, in addition to their normal rate of pay, shall receive an additional five dollars (\$5.00) per hour for the time spent while operating a hand operated air hammer or hand operated air tamper. Such additional compensation shall be subject to a maximum daily allowance of forty dollars (\$40.00) for those days the employee operates an air hammer.

ARTICLE 43
TOOLS AND UNIFORMS

Section 43.1. Tools. The City will furnish tools outside of those contained in a Standard Mechanic's Tool Set. Special tools will be maintained by the City. Such tools are, for example, combination wrenches larger than 22mm, sockets larger than 28 mm, sockets and wrenches larger than 1-114", pipe and crescent wrenches longer than 12", and impact wrenches (all drives including impact sockets). Employees in the classifications of Automotive Mechanic and Body Repair Worker, in return, will provide the Standard Mechanic's Tool Set. A tool allowance of Seven Hundred Fifty Dollars (\$750.00) will be paid annually, following the submission of receipts, based on a calendar year running from December 1st through November 30th of the subsequent year. Should an employee who is eligible for a Tool Allowance have his employment terminated for any reason, including layoff or he ceases being classified as an Automotive Mechanic, prior to November 30th of a given year, he shall receive a prorated annual payment based on the actual calendar days which elapsed prior to the termination of employment or the cessation of holding the classification during the year ending November 30.

Section 43.2. Uniforms. The City will provide to, the Parking Control Officers, Special Police Officer/MEO and the Crime Laboratory Technicians, all of whom have completed their probationary periods, the following uniform items to be worn as specified in the uniform manual:

Parking Control Officers:

Five (5) pairs of uniform pants
Three (3) short sleeve uniform shirts
Three (3) long sleeve uniform shirts
One (1) belt
Two (2) clip-on ties
One (1) tie tack
One (1) winter jacket
One (1) mace (spray) and case
One (1) set of handcuffs and case
One (1) badge
One (1) baton

Special Police Officer/MEO:

Five (5) pairs of uniform pants
Three (3) short sleeve uniform shirts
Three (3) long sleeve uniform shirts
One (1) belt
Two (2) clip-on ties
One (1) tie tack
One (1) winter jacket
One (1) duty belt and holster
One (1) weapon
One (1) mace (spray) and case
One (1) set of handcuffs and case
One (1) badge
One (1) baton
One (1) ammunition case
One (1) protective vest

Evidence Technicians:

Three (3) embroidered long sleeve shirts
Three (3) embroidered short sleeve shirts
One (1) winter jacket
Black pants or jeans to be worn at the employees' expense

Automotive Mechanic:

Five (5) pairs of uniform pants
Three (3) short sleeve uniform shirts
Three (3) long sleeve uniform shirts

Public Safety Dispatcher:

Three (3) embroidered long sleeve uniform shirts
Three (3) embroidered short sleeve uniform shirts
Pants or jeans to be worn at the employee's expense

Section 43.3. Maintenance of Uniforms. Employees shall be responsible for maintaining their uniforms and are required to wear them when they are on duty. Should a uniform be damaged as a result of the employee performing his required duties, the City will replace the damaged item. Employees will be responsible for the cost of lost items. Should an employee exceed five (5) damaged items in any twelve (12) month period, then the City may choose not to replace them.

Section 43.4. Badges. All required badges and patches will be provided by the City. No other patches, buttons, badges or logo shall be worn on the uniform other than ones provided by the City. All patches and badges remain the property of the City and must be returned upon the termination of employment. The City may hold back the employee's last pay check until the items are returned or accounted for.

Section 43.5. Inclement Weather Gear. The City agrees to provide, at no cost to employees, inclement weather gear deemed necessary, in quantities specified by the appropriate Director. Employees whose gear has been worn out or damaged as a result of proper, non-negligent use may turn in such worn out or damaged gear to the division head for inspection and replacement as deemed necessary. Lost, stolen, or negligently damaged or worn gear shall not be replaced by the City. The cost of such gear is subject to IRS Fringe Benefit Guidelines in that if the gear is adaptable to general usage as ordinary clothing it is considered a taxable fringe benefit. [i.e. Carhartt coat and bibs].

ARTICLE 44 **EDUCATIONAL ASSISTANCE**

Section 44.1. Educational Assistance Program. Each employee who has completed one year of service with the City is eligible to apply for assistance with tuition and other costs of instruction voluntarily undertaken by him subject to the following conditions.

- A. **Approval.** All requests for assistance must be approved in advance by the Human Resources Department, Safety-Service Director and/or Public Works Director. Applications for approval of institutions, projected courses and estimated costs for assistance by the City must be made by September 1st of each year in order to accommodate budgetary and funding requirements of the City. Furthermore, the maximum annual tuition reimbursement for all bargaining unit members shall be a total of Fifteen Thousand dollars (\$15,000).
- B. Any financial assistance from any governmental or private agency available to an employee, whether or not applied for, and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition assistance the employee is eligible for under this section. If an employee's tuition is covered by another governmental or private agency, the employee is only entitled to payment from the City for the uncovered amount.

A "Corporate Reimbursement," defined as payment directly to the educational institution, for tuition for pre-approved courses shall be made upon presentation of an official transcript, payment as follows:

GRADE	% OF REIMBURSEMENT	
	Undergraduate	Graduate
A or equivalent (or pass if pass/fail)	100%	100%
B or equivalent	75%	50%
C or equivalent	50%	0%
Below a C (or fail if pass/fail)	0%	0%

*Any other form of tuition assistance, other than that of "Corporate Reimbursement," as defined above must be pre-approved by the appropriate Director.

- C. Amounts. The maximum number of credit hours which may be reimbursed is eight (8) per quarter/semester and twenty (20) per academic year. The maximum reimbursement amount per credit hour shall be the current rate per credit hour charged by The Ohio State University for full-time continuing students at the main (Columbus) campus at the time of application.
- D. Other Fees. Books, instructional materials and fees required to attend approved courses may be reimbursed at 100%. Books, instructional materials and fees which are strongly advised, but not required, may be reimbursed at 25%. This shall be done only after documentation is provided by the employee/student.
- E. Conditions. Reimbursement can only be made for the following courses and under the following conditions:
1. The course must be a technical or business post-high school level course at an accredited institution or an undergraduate or graduate course at an accredited college or university;
 2. The course must be directly related to the duties and responsibilities of the employee's present position or will enhance knowledge and skills that will allow advancement into other job classifications set forth in this Agreement; and
 3. All courses must be taken during the employee's non-scheduled working hours. Any situation which in the discretion of the employee's division head would require an employee's presence on the job shall take complete precedence over any time scheduled for course work.
- F. Time spent in attending all courses hereunder is not considered compensable hours worked. Employees may not be reimbursed for meals, travel expenses, parking, housing or any other expense related to course attendance.

- G. Repayment of Education Assistance Monies. Employees who receive a full age or service (not disability) retirement from the State Retirement System, resign or are terminated from employment for just cause within five (5) years after the end of any semester, quarter or class for which they received assistance from the City shall repay such assistance to the City as follows and may be deducted from any severance pay-out owed to the employee:

Years	Repayment
0-1	100%
1-2	80%
2-3	60%
3-4	40%
4-5	20%
more than 5	0%

ARTICLE 45
BULLETIN BOARDS

Section 45.1. Bulletin Boards. The City shall furnish and maintain bulletin boards at suitable locations on City property. The placement of each bulletin board shall be determined by the head and the steward of the division concerned. The use of bulletin boards shall be restricted to material dealing with City matters or Union matters. In each instance, material placed upon the bulletin boards shall have the approval of the head of the division prior to placement. Such approval shall not be arbitrarily withheld.

ARTICLE 46
PSCC TRAINER OPPORTUNITIES/TRAINING PAY

Section 46.1. In order to expedite the training for newly hired personnel in the City's Public Safety Communications center (PSCC) and provide opportunities for bargaining unit members to voluntarily assist with the development of such personnel, the following training incentive program is created:

- A. Eligibility. Any Public Safety Dispatchers who are not on probation or new hires may sign up to assist in the training of newly hired personnel in the operation of the City's public safety telecommunications system and PCSS's operational procedures.
- B. Training Schedules. Commitments to train shall be done in rotating blocks of two (2) weeks at a time (i.e. for a complete pay period). Once such time block is completed, a participant may elect, if he or she so desires, to commit to another rotating block, sit out a rotation, or withdraw from participation in the program.

- C. Participation in the program is voluntary, with the exception of the time commitment once engaged in a training block.
- D. Training Pay. For each hour of training, bargaining unit members shall receive a training differential of 20% above their existing hourly rate or overtime rate, if applicable to the training hours (e.g., based on an hourly rate of \$18.26, a training participant will receive \$21.91 per hour during their regular shift and \$30.30 if they are working overtime).
- E. Compensatory Time. In lieu of receiving Training Pay under part D, an employee may elect to take payment for training in the form of compensatory time rather than cash. Compensatory time will accrue at the rate of one (1) hour for each four (4) hours spent training, in addition to compensation provided for under part D.

ARTICLE 47
CDL LICENSURE/TESTING/TRAINING

Section 47.1. Opportunities/Offering Procedure. During the term of this Agreement, the Employer may offer City sponsored opportunities for CDL training. The City will determine how many opportunities will be offered during any training cycle. The City will designate in which departments training is to be offered and within the designated department members will be permitted to sign up for training classes as they are offered, by department seniority. Should the amount of applicable slots offered in a department not be filled, the Employer may expand sign ups to include other Employer designated departments in the service complex, followed by Employer designed departments outside of the service complex. Time spent in such training programs will be compensated at the employee's applicable hourly rate of pay.

Section 47.2. Vehicle Usage. Bargaining unit employees will be permitted to utilize City vehicles for CDL examinations, so long as the CDL is a requirement for City jobs.

Section 47.3. Attempts to Qualify. Any limitations on the number of qualifying attempts that may be taken will follow applicable state laws.

Section 47.4. Employer Provided CDL Training. As part of its desire to enhance workforce qualifications, the City may condition employment in certain positions on obtaining CDL licensure and pay all or a portion of the cost for employee training to obtain CDL licensure. Where the Employer pays for the cost of such programs the employee will be required to commit to a service period following obtaining the licensure and enter into a repayment agreement to address the separation from service prior to satisfying the service period. Should the employee separate from employment following obtaining the licensure and prior to completing the service period, the following reimbursement schedule shall apply:

Within 1 year following obtaining licensure:	100% of the cost of the training program
After 1 year of service:	80% of the cost of the training program
After 2 years of service:	60% of the cost of the training program
After 3 years of service:	40% of the cost of the training program
After 4 years of service:	20% of the cost of the training program
After 5 years of service:	Completed (0% reimbursement)

ARTICLE 48

VERIFICATION-NOTIFICATION OF EMPLOYMENT INFORMATION/STATUS

Section 48.1. Contact Information-Licensure Verification. All bargaining unit members are required to ensure that all of the contact and address information is kept current and, upon demand, complete the necessary forms so that the City can ensure that its files and contact information are accurate and up to date.

Section 48.2. Dependent Status Information Reporting. All bargaining unit members are required to provide notification to the City HR supervisor in writing, within fourteen (14) calendar days of the occurrence of a potential eligibility changing event, so that the City can report such information to its insurance carrier. Not by way of limitation of the foregoing requirement, illustrative examples of events or the types of events that shall require notice to the Employer are:

1. A change in the marital status of the employee (e.g., marriage, divorce, dissolution, annulment, death, etc.).
2. A change in the identity of or status regarding any of the employee's children or dependents (i.e., adoption, custody status arrangements, birth, death, etc.).
3. The attainment of twenty-six (26) years of age by any child or dependent of the employee, or any other age limit as established by the plan.
4. Mental or physical disability of any dependent affecting dependency status.

The parties recognize that additional situations may exist requiring notice and agree that any situation requiring notice not listed above will not result in discipline (provided that the employee takes action to enter into a repayment plan) until such time as the Employer provides notice to the employee, with a copy to the Union, of that matter and an effective date for compliance. The reimbursement obligation under Section 4 would still apply.

Section 48.3. Documentation. The City may require that an employee provide the insurance company with documentation establishing and/or verifying any information that is required to be provided under this article.

Section 48.4. Reimbursement. In the event that as a result of failure to provide the information above public funds are expended that otherwise would not have, the Union and employee will enter into a reasonable reimbursement plan which may include the forfeiture of monetary

payments due under the contract, payroll deductions, forfeiture of accrued paid leave, etc. By executing the reimbursement plan, the union is not obligated to make reimbursement, and is only authorizing the terms and departure from normal contractual payments. In the event that an employee does not make arrangements for reimbursement in full, actions may be taken to recoup the overpayment including the involuntary withholding/offset from payments due under the contract or at separation, but subject to grievance review for the “reasonableness” of the Employer’s action.

ARTICLE 49
PREEMPTION OF STATUTORY RIGHTS

The parties agree that the rights, duties, obligations and procedures outlined in the agreement are to specifically take precedent over and preempt statutory rights as set forth in Chapter 124 of the Ohio Revised Code and any other state statutes that are applicable to personnel and collective bargaining units.

ARTICLE 50
SEVERABILITY

Section 50.1. If any term or provision of this Agreement or any application thereof shall be declared invalid or unenforceable by law, such term or provision shall be deemed to be severed from this Agreement, and the remainder of this Agreement shall be construed in all respects as if any such invalid term or provision were omitted.

Section 50.2. In the event of such action under Section 1, the parties shall meet and discuss whether or not there exists any mutually agreeable alternative language to replace that which was rendered unenforceable.

ARTICLE 51
NO STRIKE/LOCKOUT AND NEGOTIATION PROCEDURES IN DURATION

Section 51.1. During the life of this Agreement, there shall be no strike, stoppage of work, walkout, picketing of any kind, sit down, slowdown, speed-up, stay-in, sick-out, sympathy strike, or other type of interference with or cessation of work by the employee covered by this Agreement.

In the event that any employee in the bargaining unit is engaged in any violation of the preceding paragraph, the Union, upon notification by the City, immediately shall order such employee or employees to resume normal work activities and shall publicly denounce any such violation. If the Union carries out these obligations in good faith and has neither authorized nor ratified the action, it shall have no liability for any such action.

During the life of this Agreement, the City shall engage in no lockout of employees in the bargaining unit.

In the event any other employee or group of employees of the City engage in any strike, stoppage of work, walkout, picketing of any kind, sit down, slowdown, speed-up, stay-in, sick-out, "blue flu," sympathy strike, or other type of interference with or cessation of work, the employees covered by this Agreement will make every reasonable effort to come to work and continue to do their work.

Section 51.2. Negotiations Procedures. The parties hereto recognize that provisions of Ohio Revised Code §4117 prevail regarding the dispute procedure, and Public Safety Dispatchers of the bargaining unit are prohibited from withholding their services as a result of an impasse in bargaining between the parties, and are required to utilize §4117.14. Group I (Service/Clerical) has other recourse in the event of an impasse pursuant to Ohio Revised Code §4117.

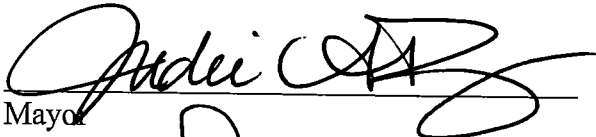
ARTICLE 52
DURATION OF AGREEMENT

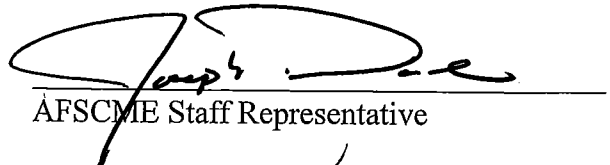
This Agreement, subject to council approval, shall remain in full force and effect until 11:59 p.m. April 30, 2027. Either party desiring to modify this Agreement shall give notice of such desire to the other party in the manner required by law. Such notice may be filed no sooner than one hundred twenty (120) days prior to the expiration of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15 day of September, 2025.

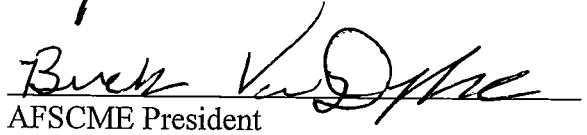
FOR THE CITY OF MANSFIELD

**FOR THE AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
LOCAL #3088**

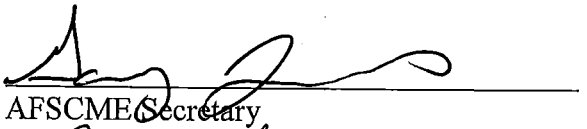

Mayor

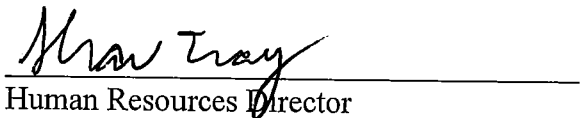

AFSCME Staff Representative



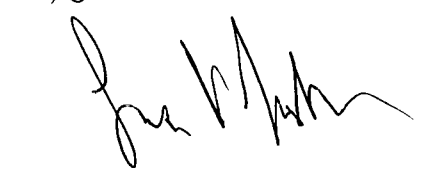

Safety-Service Director

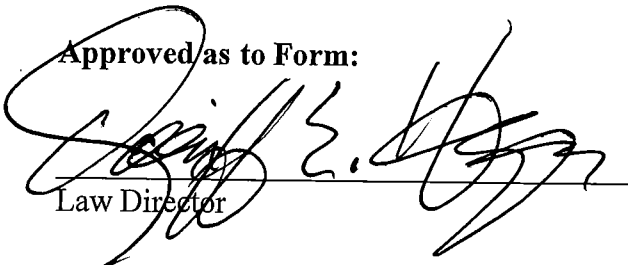

AFSCME President


Public Works Director


AFSCME Secretary


Human Resources Director

Approved as to Form:

Law Director

SIDE LETTER
CITY INSURANCE COMMITTEE

During the term of the Agreement, Representatives from the AFSCME Care Plan will be permitted to make a presentation to the City Insurance Committee on coverage options.

MEMORANDUM OF UNDERSTANDING
EXTERNAL PROCESS VACANCIES

Union members may apply and participate in any external process. The parties acknowledge that vacancies in the following types of position and/or in the following departments have been designated by the Employer as using an external process for fill:

1. Permitting & Development (positions involving grant work)
2. IT/Technology
3. Public Safety Communications; Evidence Technician
4. Automotive Mechanic
5. Shift Operators (where there is not an internal candidate with OIT certification)

APPENDIX B
JOB CLASSIFICATIONS & WAGE SCALE

A. Job Classifications:

Classification	Grade	Classification	Grade
Clerk typist	8	Senior Account Clerk	14
Secretary I	9	Traffic Control Tech	14
Meter Reader	10	Special Police/MEO	16
Laborer	11	Mason	14
Parking Control Officer	11	Storekeeper	14
Park Police Officer/Laborer	11	Field Tax Clerk	14
Police Aide	11	Automotive Mechanic	15
Asst. Payroll Clerk	11	Body Shop Repair Worker	15
Park Equipment Operator	11	Payroll Clerk	15
Police Records Clerk	12	Finance/Income Tax Court Coord	15
Installer	12	Shift Operator I	16
Account Clerk	12	Carpenter/Bldg. Maint Aide	16
Utility Maint. Dispatcher	12	Building Maint. Aide II	16
Finance Clerk	13	Solids Dewatering Operator	16
Housing Inspector	13	Computer Technician	16
Sampling Aide	13	Maint. Mechanic	16
Transcriber Clerk	13	Senior Traffic Control Tech.	16
Secretary III	13	Maintenance Tech.	16
Repair Worker	13	Finance Officer	16
Water Valve Technician	14	Rehabilitation Officer	16
Sewer Camera Operator	14	Reloc. Rehab. Specialist	16
Motor Equipment Operator	14	Lab. Technician	16
Shift Operator	14	Computer/Electronic/Instr. Tech	16
Public Safety Dispatcher	16	Evidence Technician	16

**APPENDIX B
(CONTINUED)**

Grade	5/1/2023 - 4/31/2025				Grade	5/1/2025 - 6% General Inc.*				Grade	5/1/2026 - 3.25% General Inc.			
	Step D	Step E	Step F			Entry	After 1 yr. 90%	After 2 yrs. 100%			Entry	After 1 yr. 90%	After 2 yrs. 100%	
11	\$28,912.00	\$30,285.00	\$42,141.00			\$36,807.63	\$41,408.59	\$46,009.54		\$38,003.88	\$42,754.37	\$47,504.85		
	\$13.90	\$14.56	\$20.26		11	\$17.70	\$19.91	\$22.12		\$18.27	\$20.55	\$22.84		
12	\$30,285.00	\$31,762.00	\$43,930.00		12	\$38,370.22	\$43,166.50	\$47,962.77		\$39,617.25	\$44,569.41	\$49,521.56		
	\$14.56	\$15.27	\$21.12		13	\$18.45	\$20.75	\$23.06		\$19.05	\$21.43	\$23.81		
13	\$31,762.00	\$33,301.00	\$45,822.00		14	\$40,022.77	\$45,025.61	\$50,028.46		\$41,323.50	\$46,488.95	\$51,654.38		
	\$15.27	\$16.01	\$22.03		15	\$19.24	\$21.65	\$24.05		\$19.86	\$22.35	\$24.83		
14	\$33,301.00	\$34,819.00	\$47,674.00		16	\$41,640.38	\$46,845.43	\$52,050.47		\$42,993.69	\$48,367.90	\$53,742.11		
	\$16.01	\$16.74	\$22.92		17	\$20.02	\$22.52	\$25.02		\$20.67	\$23.25	\$25.84		
15	\$34,819.00	\$36,629.00	\$49,774.00		18	\$43,474.60	\$48,908.93	\$54,343.25		\$44,887.53	\$50,498.47	\$56,109.41		
	\$16.74	\$17.61	\$23.93		19	\$20.90	\$23.51	\$26.13		\$21.58	\$24.28	\$26.98		
16	\$36,629.00	\$38,397.00	\$51,979.00		20	\$45,400.54	\$51,075.60	\$56,750.67		\$46,876.06	\$52,735.56	\$58,595.07		
	\$17.61	\$18.46	\$24.99		21	\$21.82	\$24.56	\$27.28		\$22.54	\$25.35	\$28.17		
17	\$39,790.00	\$41,475.00	\$53,061.00		22	\$46,345.60	\$52,138.80	\$57,932.00		\$47,851.83	\$53,833.31	\$59,814.79		
	\$19.13	\$19.94	\$52.51		23	\$22.28	\$25.07	\$27.85		\$23.01	\$25.88	\$28.76		

*Equity Adjustment Included Prior to GWI

The positions of Shift operator and Shift Operator I shall be paid at an hourly rate.

Shift Operator A – a shift operator with no EPA certification – to be paid in the appropriate step of a 14
 Shift Operator B – a shift operator with a Class I EPA certification – to be paid in the appropriate step of a 14 plus \$0.3025 per hour.
 Shift Operator C – a shift operator with a Class II EPA certification – to be paid in the appropriate step of 14 plus \$0.706 per hour.
 Shift Operator D – a shift operator with a Class III EPA certification – to be paid in the appropriate step of 14 plus \$1.226 per hour.
 Shift Operator I – since this position requires a Class III EPA certification this position will be paid the appropriate step of a 16 plus \$1.226 per hour.