

ORDINANCE NO. 40-77

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Leonard Stubbs ON THE 6th DAY OF September, 1977.

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LOCAL 101 OF THE DAYTON PUBLIC SERVICE UNION, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO RELATIVE TO WAGES, HOURS AND OTHER TERMS OF EMPLOYMENT AND PROVIDING FOR RETROACTIVITY OF PAY INCREASES.

THE MUNICIPALITY OF CENTERVILLE HEREBY ORDAINS:

Section 1. That the City Manager is hereby authorized and directed to enter into an agreement on behalf of the City with Local 101 of the Dayton Public Service Union, American Federation of state, county, and municipal employees, AFL-CIO relating to wages, hours and other terms of employment as contained in the said agreement which is attached hereto, marked Exhibit A and incorporated herein and made a part hereof.

Section 2. Retroactive pay rates are hereby authorized for the compensation levels set forth in the said contract referred to in Section 1 hereof for the period of time commencing May 10, 1977.

Section 3. This Ordinance shall become effective from and after the earliest date allowed by law.

PASSED this 6th day of September, 1977.

Victor A. Green
Mayor of the City of Centerville, Ohio

ATTEST:

Maile J. Sandel
Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. 40-77, passed by the Council of the City of Centerville, Ohio, on the 6th day of September, 1977.

Maile J. Sandel
Clerk of the Council

Approved as to form, consistency with existing ordinances, the charter & constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney,



ARTICLE I

AGREEMENT

SECTION 1. This Agreement is between the City of Centerville, Ohio, (hereinafter referred to as "City") and the Dayton Public Service Union, Local No. 101, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as "Union").

SECTION 2. The City and Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at after lengthy discussion and exercise of those rights and opportunities are set forth in this Agreement.

ARTICLE II

COOPERATION, INTENT AND AGREEMENT EFFECT

SECTION 1. The City and Union each agrees to use its best efforts to serve the citizens of the City and the public in general, to achieve better understanding between the City, the Union, and the employees represented by the Union; to assure the proper and uninterrupted functions of the services of the City; and to promote mutual respect and fair dealing among the City, the Union, and the employees represented by the Union.

SECTION 2. This Agreement sets forth the entire understanding and agreement of the City and the Union and may not be modified in any respect except by writing subscribed to by the City and the Union. Nothing in this Agreement shall be construed as requiring either the City or the Union to do or refrain from doing anything not explicitly and expressly set forth in this Agreement; nor shall the City or the Union be deemed to have agreed or promised to do or refrain from doing anything unless this Agreement explicitly and expressly sets forth such agreement or promise.

SECTION 3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE III

RECOGNITION OF UNION

SECTION 1. The City recognizes the Union as the exclusive bargaining agent for the employees in the following described bargaining unit:

All regular full time hourly rated employees of the City employed in the Department of Public Service, Division of Streets and Division of Refuse Collection, but excluding all policemen, building inspectors, office,

clerical, professional, supervisory, part time, seasonal, and probationary employees, and all other employees of the City.

The coverage of this Agreement shall be limited to the employees included within the bargaining unit described above.

SECTION 2. The term "employee" or "employees" as used in this Agreement shall refer to those persons in the bargaining unit.

SECTION 3. The term "part time" employee is defined as an employee regularly scheduled for less than forty (40) hours per week on a year around basis.

SECTION 4. The term "seasonal employee" is defined as an employee hired to work four (4) months or less per year.

SECTION 5. The term "probationary employee" is defined as a new employee during his six-month probationary period as set forth in Article VIII, Section 2, of this Agreement.

ARTICLE IV

CITY MANAGEMENT RIGHTS

SECTION 1. The City retains and reserves unto itself, solely and exclusively, the right to manage and direct the operations of the City and the employees of the City. The exercise of such rights, and the adoption by the City of such rules, regulations and policies as it may deem necessary to carry out such rights, shall be limited only by the specific and express terms of this Agreement; and except as shared with the Union by such specific and express terms of this Agreement, the exercise of such rights shall not be subject to the grievance procedure.

ARTICLE V

UNION BUSINESS

SECTION 1. The employees in the Division of Streets will be represented by one (1) steward and the employees in the Division of Refuse Collection will be represented by one (1) steward. The Union shall certify in writing to the City the names of such stewards, and of one (1) alternate for each such Division who may act in the absence of the steward. These certifications shall be kept current by the Union at all times, and they shall be verified on an annual basis.

SECTION 2. The City shall provide a bulletin board in a convenient place for official Union notices of Union meetings and social activities. No other notices or literature will be posted on the bulletin board by the Union without first being approved by the Union and the City Manager or his designee.

ARTICLE VI

LABOR-MANAGEMENT COMMITTEE

SECTION 1. The City and the Union shall jointly assist in establishing a Labor-Management Committee, which shall consist of from four to six members, half of whom shall be appointed by the City and half of whom shall be appointed by the Union. Each member shall serve at the pleasure of the party appointing him, and may be replaced from time to time. The committee shall establish its own rules of procedure and shall meet from time to time to discuss and to investigate problems of mutual concern.

ARTICLE VII

GRIEVANCE PROCEDURE

SECTION 1. The term "grievance" is defined as a dispute with respect to the alleged violation of a specific provision of this Agreement.

SECTION 2. Should differences arise between the City and the Union or its members as to the application of the provisions of this Agreement, there shall be no suspension or slowdown of work on account of such differences, but an earnest and honest effort shall be made to settle the differences by use of the following procedure:

Step 1. An aggrieved employee shall first take up his grievance with his immediate supervisor. Upon the request of either of them, a steward shall be present.

Step 2. In the event the dispute is not resolved in accordance with the above paragraph, the aggrieved employee, with his steward present, shall deliver his grievance in writing, signed by that employee and his steward, to the Superintendent within five (5) work days after the employee has knowledge, or in the exercise of reasonable diligence, should have knowledge of the incident upon which the alleged grievance is based. Such Superintendent shall answer the grievance in writing within five (5) work days after receipt. If the employee is not satisfied with the written answer of the Superintendent, he may refer the grievance to the third step of the grievance procedure. If the employee does not refer his grievance to the third step of the grievance procedure within five (5) work days after receipt of the decision rendered in this Step 2, or within five (5) work days after the delivery of the grievance in the event no answer is received from the Superintendent, it shall be considered to be satisfactorily resolved.

Step 3. The grievance, along with all correspondence, shall be submitted to the Department Director. The Department Director or his representative shall investigate the grievance and schedule a grievance meeting as soon as possible. The City and the Union may each have no more than four (4) representatives at the grievance meeting. Both the Union and the City have the right to call

such witnesses as are necessary in the investigation of the grievance. The Department Director shall reply to the Union and the grievant in writing within seven (7) work days after completion of the grievance meeting. If the answer of the Department Director is not satisfactory to the Union, the grievance may be appealed to the fourth step within five (5) work days of receipt of the reply from the Department Director. If the written notice of intent to invoke the fourth step of the grievance procedure is not received by the City Manager within five (5) work days after receipt of the Department Director's answer, it shall be considered to be satisfactorily resolved.

Step 4. The grievance, along with all correspondence, shall be submitted to the City Manager. The City Manager or his representative shall investigate the grievance, and, if he deems it necessary, schedule a grievance meeting as soon as possible. The City and the Union may each have no more than four (4) representatives at the grievance meeting. Both the Union and the City have the right to call such witnesses as are necessary in the investigation of the grievance. The City Manager shall reply to the Union and the grievant in writing within seven (7) work days after completion of the grievance meeting or receipt of the grievance, whichever is later. If the answer of the City Manager is not satisfactory to the Union, the grievance may be appealed to the Personnel Appeals Board. If the written notice of appeal to the Personnel Appeals Board for hearing is not received by the City Manager within ten (10) days after receipt of his reply to the grievance, it shall be considered satisfactorily resolved.

The Personnel Appeals Board shall schedule the matter for hearing within thirty (30) days following the filing of the appeal. At such hearing, each party shall have the right to present its case both orally and in writing. Either party shall have the right to request a record of the proceedings and the cost of a reporter and the subsequent expense of producing a transcript of the proceedings shall be borne equally by the parties. The decision of the Personnel Appeals Board shall be final and binding on all interested parties.

The Personnel Appeals Board may interpret the provisions of this Agreement, but it shall have no power to amend, change, alter, or modify this Agreement or to modify disciplinary penalties. Only a single grievance may be heard by the Personnel Appeals Board at any one sitting, and it shall have no authority to settle any issue left unsettled by the City and the Union when this Agreement was signed and under its express terms. Any grievance based upon facts or an event which affects a group of employees in the same manner may be filed as a joint grievance and heard at one sitting by the Personnel Appeals Board.

In the event there is no current acting "immediate supervisor" under Step 1, or no current acting "Superintendent" under Step 2, or no current acting "Department Director" under Step 3, such step shall be eliminated in processing the grievance through the grievance procedure. In addition, any step in the grievance procedure may be eliminated by written agreement of the parties.

SECTION 3. The grievance procedure herein set forth is the sole and exclusive remedy of the parties hereto and the employees covered hereby, for any claimed violation of this Agreement, and for any and all acts or omissions claimed to have been committed by either party during the term of this Agreement, and such procedure shall be in place of any and all other remedies, forums at law, in equity, or otherwise, which will or may be available to either of the parties. The waiver of all other remedies and forums herein set forth shall apply to the parties hereto, and all of the employees covered by this Agreement.

SECTION 4. All grievances presented will be processed during non-working hours unless it is mutually agreeable between the City and the Union to process a given grievance during regular working hours.

SECTION 5. No grievance relating to job classification or wage rate structure included in the terms of this Agreement shall be subject to adjustment by resorting to the grievance procedure. All claims for back pay shall be limited to the amount of pay or the difference thereof, that an employee would otherwise have earned.

SECTION 6. The grievance procedure shall not be applicable to any grievance arising prior to the signing of this Agreement or between the termination of this Agreement and the effective date of any successor agreement.

ARTICLE VIII

SENIORITY, LAYOFFS, CALLBACKS AND PROMOTIONS

SECTION 1. Types of Seniority. The types of seniority, defined as follows, will be applied as specified in this Agreement:

A. Job Seniority is defined as the length of continuous permanent employment with the City in a specified job classification, and shall begin to accumulate when the employee is classified in such job classification.

B. City Seniority is defined as the length of continuous permanent employment with the City from the employee's last starting date of employment.

SECTION 2. Probationary Employees. New employees shall be considered probationary employees during the first six (6) months of their employment, during which period the City shall have the unqualified right to dismiss such new employee, such dismissal not to be subject to review or the grievance procedure in this Agreement. Such probationary employees will, unless otherwise specifically provided herein, accumulate absolutely none of the rights provided by this Agreement, including the right to use the grievance procedure. Upon completion of their first six (6) months, new employees shall have job seniority and City seniority dating from their last date of hire.

SECTION 3. Layoffs. Whenever there is a reduction in the number of employees of the City, the City Manager shall determine the job

classifications in which such reduction shall be made and the number to be laid off. Employees shall be laid off at the time and in the number specified by the City Manager in inverse order of their relative length and quality of service. Within each affected job classification, all part time employees shall be laid off before probationary employees, and all probationary employees before regular permanent employees.

When an employee is removed from his job classification due to a reduction in the work force, he shall be permitted to replace an employee in an equal or lower paying job classification if he has greater seniority than the employee whom he displaces, and the present skill and ability, in the sole judgment of the City Manager, to do the job required.

SECTION 4. Callbacks. Those who have been laid off shall be called back to work based on the same principles as are applied in cases of layoff, if they are still available. If not immediately available, the names of those not restored to duty shall be placed upon re-employment eligible lists for future employment where they shall remain for a period of six (6) months at which time if work is not available they will be dropped from the list. Employees on layoff shall be recalled to jobs in the bargaining unit for which they are qualified prior to the hiring of new employees for such jobs, provided:

(a) The employee has kept the City advised of his current address and telephone number.

(b) The employee returns to work within forty-eight (48) hours after notification at his last known address. Certified mail shall be satisfactory means of notification, and the City shall not assume any responsibility in the event notice is not received because the last current address furnished by the employee is not correct. The City may temporarily fill any job during the processing of recalls in any manner it sees fit, provided it initiates the recall procedure.

SECTION 5. Job Postings. In the event of vacancies within the bargaining unit, a notice shall be posted advising employees of the vacancy. Such posting shall be posted for three (3) days and shall state the pay range offered for the position and shall remain posted until a job offer is made. During the posting period, employees desiring to be promoted to such a vacancy may make application in the manner and on the forms provided by the City. In the filling of such vacancies, the City shall give consideration to the employee's ability to do the work required, the quality of his prior service, the length of his service, and other factors affecting merit. An employee permanently transferring to a job shall be subject to a trial period of sixty (60) to one hundred twenty (120) working days. If the employee fails to make satisfactory progress, he shall be placed in available work, not necessarily his former job, for which he is suited with a minimum of disruption to the work force. The City will use its best efforts to avoid a reduction in his pay below his former job.

SECTION 6. Merit. Pursuant to Article XV, Section 10, of the Constitution of the State of Ohio and the Charter of the City, merit

employment shall prevail in all cases. Seniority is one factor in the determination of merit, but in no case shall any provision of this Article or of any other article of this Agreement be deemed to supersede the application of merit employment.

SECTION 7. Loss of Seniority. An employee shall lose his seniority for the following reasons:

- (a) If the employee quits.
- (b) If the employee is discharged for just cause.
- (c) If an employee fails to report for work within forty-eight (48) hours of receipt of notice of recall from layoffs or within twenty-four (24) hours of assigned starting time.
- (d) If the employee is absent from work for three (3) consecutive working days, either without notifying the City or without giving an excuse, satisfactory to the City for such absence.
- (e) If an employee is on layoff, without being recalled, continuously for a period of six (6) months, or is off the active payroll for any other reason for six (6) consecutive months.
- (f) If an employee gives a false reason for a leave of absence or engages in employment during such leave without permission.
- (g) If a settlement with an employee has been made for total disability.
- (h) If an employee is retired.

SECTION 8. Identical Seniority Dates. In any case where the time and date of hire or date of entry into a job classification would be identical for two (2) or more employees, their seniority standard shall be determined by merit.

SECTION 9. Seniority List. A seniority list of all bargaining unit employees shall be revised yearly and delivered to the Union by the City.

ARTICLE IX

HOURS OF WORK

SECTION 1. The City may from time to time designate the number of hours per day (normal work day) and the number of days per week (normal work week), which shall constitute the normal work schedule for regular full time employees, provided that the normal work week, excluding overtime, does not exceed forty (40) hours. This shall not be construed to mean that an employee is guaranteed forty (40) hours per week or to limit the right of the City to fix the number of hours of work (including overtime) either per day or per week.

SECTION 2. The pay period will be on a weekly or bi-weekly basis, and employees shall be paid weekly or bi-weekly.

SECTION 3. Loss of pay for tardiness shall be computed in six (6) minute increments.

ARTICLE X

OVERTIME

SECTION 1. All work performed over the normal work day in any one work day or over forty (40) hours in any one work week shall be considered overtime and paid for at the overtime rate of one and one-half (1-1/2) times the employee's base straight time hourly rate of pay. There will be no duplicating or pyramiding of overtime. Paid unworked holidays and paid sick leave days shall count as normal work days for the purpose of computing overtime for any work performed subsequently in the same work week.

SECTION 2. When, in the opinion of the City, overtime work is necessary, employees are required to perform such overtime work.

SECTION 3. Overtime opportunities shall be distributed as equally as possible and practical among all employees within the same job classification, performing a similar class of work and working on the same shift, provided, however, nothing in this Section 3 shall be interpreted to prohibit the City from assigning weekday overtime work to the employee or employees who normally perform such work during their regular work shift when such work is to be performed continuously in conjunction with such shift.

SECTION 4. The parties recognize that there may be some danger in refuse collection after dark due to loose dogs. When an employee feels he is in immediate danger because of a loose dog, he shall immediately report it to the Superintendent, who will take appropriate action as the situation merits.

ARTICLE XI

CALL-IN PAY

SECTION 1. When an employee has completed his regularly scheduled hours of work and is later called back to work overtime, after leaving City property, he shall be assigned to at least two (2) hours' work or be paid therefor at one and one-half (1-1/2) times his base straight time hourly rate of pay, even in the event two (2) hours' work is not provided or required; provided the time worked does not immediately precede the beginning of his regularly scheduled work day, in which event the employee will be paid the overtime rate for hours actually worked, in addition to his pay for hours worked on his regularly scheduled work day. Call-in pay, when applicable, shall be paid for actual travel time from and to the employee's home, up to a maximum of one-half (1/2) an hour each way,

Employees subject to call for snow and ice control operations shall have a telephone at their home, or provide other means, satisfactory to the City, by which they can be contacted at home.

ARTICLE XII

TEMPORARY TRANSFERS

SECTION 1. Temporary transfers from one job to another within the Department of Public Service in order to maintain uninterrupted City operations may be made by the City without reference to seniority. This includes the filling of vacancies created by vacations, illness, job openings pending assignment, and other vacancies of a temporary nature. An employee temporarily transferred shall not sacrifice seniority in any job classification from which he is transferred. An employee temporarily transferred and substantially performing the job duties in a higher job classification will be paid at the higher rate at any time he is required to perform such job duties in such higher job classification for more than a normal work day during such temporary transfer. Any employee with eighty (80) hours of training in such higher job classification shall be entitled to such higher rate of pay retroactively for all hours worked during such temporary transfer, if such temporary transfer exceeds a normal work day.

SECTION 2. Employees may be temporarily assigned to a higher job classification without being paid at the higher rate for purposes of training as a part of a bona fide training program. Such training shall not be for more than eighty (80) hours. Training programs in excess of eighty (80) hours shall be mutually agreed upon.

SECTION 3. In making job assignments, the City will consider the employee's ability to do the work required and seniority. When employees within the same job classification have equal ability to do the work required, the City will assign such work in any lower paying job classification to the least senior employee within such job classification.

ARTICLE XIII

HOLIDAYS

SECTION 1. The following are recognized as holidays under this Agreement:

New Year's Day	Labor Day
<u>President's Day</u>	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

SECTION 2. If a holiday falls on a non-working day, the City may at its option designate the work day immediately preceding or the work day immediately after the holiday as the day to be considered a holiday.

SECTION 3. Each eligible employee shall be entitled to one day of paid Birthday Leave annually. Such leave must be scheduled on the employee's birthday or such other day approved by the Superintendent.

SECTION 4. Each eligible employee shall be entitled to two days of paid Personal Leave annually. Such leave must be scheduled at least three days in advance and be approved by the Superintendent.

SECTION 5. In order for an employee to receive his pay for the holiday, Birthday Leave or Personal Leave, he must work his regular scheduled day before and his regular scheduled day after such holiday, Birthday Leave or Personal Leave. Employees on vacation or a leave of absence with pay shall be considered as working their regular scheduled day for the purpose of this Section 5.

SECTION 6. Eligible employees who are not scheduled to work on a designated holiday shall be paid for eight (8) hours' work at their regular straight time hourly rate of pay. Eligible employees who work on a designated holiday (not including Personal Leave or Birthday Leave) shall be paid their holiday pay, plus time and one-half for the hours actually worked.

ARTICLE XIV

VACATIONS

SECTION 1. Vacations shall be scheduled by the City. The vacation period shall be on a calendar basis from January 1st to December 31st inclusive.

SECTION 2. By January of each year, each regular full time employee shall make written request on a form furnished by the City for the vacation period which he desires. Requests for a change in vacation schedule which are made after January can be carried out only upon the consent of the City. Other things being equal, in case of a conflict in scheduling, the employee with the longest service shall be given preference.

SECTION 3. Vacations are not cumulative and are lost if not taken during the current year, unless specifically authorized by the City Manager.

SECTION 4. The City Manager shall determine the time of the vacation period for the various employees, giving consideration to the desire of the employee and the needs of the City.

SECTION 5. An employee who voluntarily leaves the employ of the City without two (2) weeks' notice to the City or an employee who is discharged for cause shall forfeit all right to vacation or vacation pay. An employee who voluntarily leaves the employ of the City and gives two (2) weeks' notice to the City shall receive earned vacation credit in the form of wages upon leaving the employ of the City, for the proportionate amount of time worked during the current year.

SECTION 6. Regular full time employees who qualify shall receive vacations with pay computed at their regular straight time hourly rate of pay based upon their service with the City on December 31 of the preceding year, as follows:

<u>Length of Service</u>	<u>Hours of Pay</u>	<u>Time Off</u>
0 - 1 year	0	0 days
1 - 6 years	80	10 days
6 - 10 years	96	12 days
10 and over	120	15 days

SECTION 7. Vacations will be calculated as of December 31st of each year. To be eligible for a vacation in any year, a regular full time employee must have been employed for at least one (1) year on December 31st and have worked at least sixty percent (60%) of the total working days in the preceding year. If a regular full time employee otherwise eligible works at least ninety percent (90%) of the total working days in the year prior to December 31st, he shall receive as vacation pay eight (8) times his base straight time hourly rate of pay for each day of vacation to which he is entitled by reason of his length of continuous active service. If he has worked less than ninety percent (90%) of the total working days, he shall receive pro rata vacation and vacation pay based on the ratio of the number of days worked to the total working days in the preceding year.

The parties recognize that the first anniversary date of most employees' employment will occur prior to December 31st. For the purpose of assuring that no employee will lose vacation time or pay because the vacation period is on a calendar basis, a regular full time employee otherwise eligible who has worked more than one (1) year and less than two (2) years as of December 31st shall receive in addition to his earned vacation with pay for one year's service pro rata vacation with pay for the number of working days worked in excess of one (1) year based on the ratio of the number of working days worked to the total number of working days in the year prior to December 31st. For example, if an employee was hired on June 30, 1973, he would be entitled to fifteen (15) days of vacation with pay as of December 31st, 1974.

ARTICLE XV

NO STRIKE - NO LOCKOUT

SECTION 1. No Lockout. During the term of this Agreement, the City will engage in no lockout of the employees covered by this Agreement. Upon the occurrence of a violation of this Section 1, the Union may at its option terminate this Agreement by a written notice to the City.

SECTION 2. No Strike. Neither the Union nor any employee shall take part in, cause, or aid in any strike, slowdown, mass resignation, mass absenteeism, picketing, or any other interference with

the operations of the City during the term of this Agreement. In addition to other rights and limitations prescribed by law, the City shall have the right to discharge or otherwise discipline any employee violating this Section 2, and no such discharge or discipline may be set aside unless the employee is found innocent of any violation of this Section 2.

In case of any such strike, slowdown, mass resignation, mass absenteeism, picketing, or any other interference with the operations of the City, the Union, together with its officers and agents, shall publicly denounce such action; disclaim approval; order those taking part in such action to return to work immediately, and instruct all interested employees of the City or other employers that such action is not authorized and that work shall be continued. The Union's obligation to take such steps shall commence immediately upon receipt of notice from the City that a violation has occurred. If such steps are taken immediately, there shall be no liability on the part of the local Union or any of its officers or agents for such action.

Upon the occurrence of a violation of this Section 2, the City may at its option terminate this Agreement by a written notice to the Union.

ARTICLE XVI

ATTENDANCE

SECTION 1. The parties recognize the importance of attendance in carrying out the proper and uninterrupted operations of the City. Tardiness and absence may be excused for justifiable reason when properly reported in accordance with the City Rules in Appendix II. Unexcused absence for three consecutive work days without notification, followed by failure to report on the fourth work day will warrant automatic removal from the City payroll as "quit without notice".

ARTICLE XVII

UNIFORMS

SECTION 1. The City will provide uniforms for the employees, and the employees shall wear such uniforms while performing City work. Cost of such uniforms shall be borne by the City.

ARTICLE XVIII

DUES DEDUCTION

SECTION 1. During the period this Agreement is in effect, the City will deduct regular monthly Union dues from the wages of employees who individually and voluntarily authorize and direct such deductions on forms approved by the City and supplied by the Union.

Dues deductions shall be limited to once a month. The City shall deduct from the dues collected, as compensation for the service rendered to the Union hereunder, the sum of fifty cents (\$.50) for each month's dues deducted for each employee, before remitting to the Union the balance of the dues collected.

SECTION 2. Should this Article XVIII under the present or future laws of the State of Ohio be determined illegal, the obligation of the City herein shall terminate.

SECTION 3. The authorization shall specifically require the employee to agree to hold the City harmless for any payments made by the City during the term of the voluntary assignment.

SECTION 4. The Union shall hold the City harmless from any liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with this Article XVIII.

ARTICLE XIX

SICK AND INJURY AND FUNERAL LEAVE

SECTION 1. All regular full time employees shall accumulate one and one-half (1-1/2) days' Sick Leave for each completed month of service, with a maximum of ninety (90) days. Sick Leave may be used for absences due to illness or injury. A medical doctor's certificate to substantiate periods of three (3) consecutive days or more may be required by the City and may also be required for a period of one (1) day in the following cases:

- (1) For probationary employees,
- (2) Repeated one or two-day absences, or
- (3) Multiple absences on a single day.

Repeated absences with a physician's note may require substantiation by a physician designated by the City.

While the City is not required to, it may grant Sick Leave for a family emergency, such as illness to an employee's spouse, and children residing in the employee's household, which requires the employee's presence at home or at a hospital. Employee must present a written note from the physician describing the illness, and must present a personal note explaining why the employee needed to be away from work. Unless these notes are furnished, or if the reasons given are unacceptable, the City may reject payment for such leave.

SECTION 2. In case of any illness or other absence, the employee shall notify the Superintendent as soon as possible on the first day of absence. If the absence extends beyond one (1) day, the employee shall make periodic reports to the Superintendent on his progress and his anticipated date of return. Where a replacement will be required, the employee shall notify the Superintendent at least one (1) hour prior to his scheduled starting time, whenever possible, so that replacement help may be provided. Failure to notify the Superintendent of the reason for absence may be grounds for refusal to pay leave.

SECTION 3. Each regular full time employee may, after accumulation of ninety (90) days unused Sick Leave, elect as his option, to exchange excess Sick Leave over and above such ninety (90) days, for pay at the rate of three (3) days' Sick Leave for one (1) day's pay; provided, however, that such exchange may only be made after an employee is entitled to at least five (5) days of pay as provided hereunder. The employee electing to effect such a change shall notify the City Manager in writing, whereupon such payment shall be made.

SECTION 4. If an employee suffers an injury during the course of his employment, and while performing an assigned task, as determined by an investigation by the City Manager, leave with pay may be granted up to a maximum of ten (10) days. When such employee receives Workmen's Compensation benefits, he will be charged for Sick Leave on a pro rata basis and he will be paid to the extent necessary during such ten-day period to be provided with full pay. Compensation for lost time received by the employee from the Industrial Commission shall be deposited with the Finance Director for the period the employee received full wages from the City. The City may require an employee to perform other duties within the limitations of the injury during the period of the compensable injury.

SECTION 5. An allowance of three (3) consecutive working days' leave, Monday through Friday (one day of which shall be the day of the funeral), or two (2) consecutive working days' leave, Monday through Friday, if the funeral is on a Saturday or a Sunday, will be granted without loss of pay in the case of death in the employ ee's immediate family. Immediate family means wife, husband, child, brother, sister, parent, parent-in-law, or a relative living in the same household as the employee. Proof of death and attendance at the funeral may be required.

ARTICLE XX

WAGES AND JOB CLASSIFICATIONS

SECTION 1. Job classifications and wages established by this Agreement are incorporated in Appendix I attached hereto and made a part of this Agreement by this reference.

SECTION 2. The wage scales reflected in Appendix I recognize a progressive merit system of wage improvement in the various job classifications. The merit of any employee necessary to attain the next higher wage scale will be at the sole discretion of the City.

ARTICLE XXI

INSURANCE

SECTION 1. Health Insurance. The benefits provided under the City's present Hospitalization and Surgical Insurance Plans, or their equivalent, will be maintained in effect during the term of this Agreement, except that major medical coverage will be substituted for and instead of the present Two Dollar (\$2.00) deductible prescription drug program.

The City will pay the full cost of the annual premium for such insurance to January 1, 1979. Thereafter, the City will pay no more than an eight percent (8%) per annum increase in such premium. Premium cost increases after January 1, 1979, in excess of eight percent (8%) per annum shall be paid by the employees.

SECTION 2. Life Insurance. The City shall provide and pay the necessary premium on Group Term Life Insurance in the amount of \$6,000.00 for each employee who has completed six (6) months of employment with the City.

SECTION 3. Terms of Insurance Contract. The health and life insurance benefits set forth above shall be subject to the terms and conditions of the insurance contracts with the insurance carrier, and the City will have no liability beyond such terms and conditions of such insurance contracts.

SECTION 4. Coordination of Benefits. The health and insurance benefits herein described shall be subject to coordination of benefits in accordance with the stipulation of the insurance carrier.

SECTION 5. Subrogation. If an employee incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligent or wrongful act of a third party, the insurance carrier shall be subrogated to all of the employee's rights of recovery against such third party to the extent of any and all payments made hereunder by the insurance carrier with respect to such illness or injury, and the employee or his appropriate agent shall execute all papers and take all action necessary and proper to secure to the insurance carrier such rights of subrogation.

SECTION 6. Subscription to Insurance Plans. Each employee must elect to subscribe to the insurance plans set forth herein before the premium payments set forth herein will be made by the City. In the event an employee should elect not to subscribe to the plans, or any plan, no additional compensation shall be paid to such employee, and the wage scale provided for in Appendix I shall be the full and total compensation paid to such employee.

ARTICLE XXII

CITY RULES AND DISCIPLINE PROCEDURE

SECTION 1. The City Rules and Discipline Procedure established by this Agreement are incorporated in Appendix II attached hereto and made a part of this Agreement by this reference.

ARTICLE XXIII

DURATION AND EFFECT OF LAWS

SECTION 1. Duration. This Agreement shall remain in full force and effect from May 10, 1977, through May 10, 1980. It shall thereafter be renewed for successive one-year periods, unless written notice of a desire to re-negotiate is given by either party to the other at least ninety (90) days prior to the expiration date of this Agreement, or any subsequent anniversary date. Such notice shall be followed by the transmittal of a written proposal by the party desiring to re-negotiate to the other party at least sixty (60) days prior to the expiration of this Agreement, and the parties shall thereafter negotiate in good faith all questions at issue with the intent of reaching a written agreement prior to the expiration date. The Agreement shall continue in effect during such negotiations unless after the expiration date set forth above, either party gives the other sixty (60) days notice of the termination of negotiations.

SECTION 2. Effect of Laws. This Agreement is subject to all existing Federal and State laws, merit service rules and regulations, municipal charter revisions, City Council ordinances and resolutions, and shall be interpreted wherever possible so as to comply with such laws, provisions, ordinances, resolutions or any judicial decision interpreting them. In the event that any provision of this Agreement is contrary to the above, it shall be of no further force and effect.

This Agreement is signed this _____ day of August, 1977.

CITY OF CENTERVILLE, OHIO

DAYTON PUBLIC SERVICE UNION,
LOCAL #101, AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

APPENDIX I

WAGES AND JOB CLASSIFICATIONS

DIVISION OF REFUSE COLLECTION

LABORER

	<u>Effective 5/10/77 (Hourly)</u>	<u>Effective 5/10/78 (Hourly)</u>	<u>Effective 5/10/79 (Hourly)</u>
Start	3.47	3.62	3.77
6 months	3.73	3.88	4.03
12 months	3.99	4.14	4.29
18 months	4.25	4.40	4.55
24 months	4.56	4.71	4.86
effective 11/10/77, 30 months	4.71	4.86	5.01
effective 11/10/78, 42 months	--	5.01	5.16

AUXILIARY REFUSE EQUIPMENT OPERATOR

Start	3.61	3.76	3.91
6 months	3.87	4.02	4.17
12 months	4.13	4.28	4.43
18 months	4.40	4.55	4.70
24 months	4.71	4.86	5.01
effective 11/10/77, 30 months	4.86	5.01	5.16
effective 11/10/78, 42 months	--	5.16	5.31

GROUP LEADER

Start	3.86	4.01	4.16
6 months	4.15	4.30	4.45
12 months	4.43	4.58	4.73
18 months	4.72	4.87	5.02
24 months	5.05	5.20	5.35
effective 11/10/77, 30 months	5.20	5.35	5.50
effective 11/10/78, 42 months	--	5.50	5.65

DIVISION OF STREETS

LABORER

	<u>Effective</u> 5/10/77 <u>(Hourly)</u>	<u>Effective</u> 5/10/78 <u>(Hourly)</u>	<u>Effective</u> 5/10/79 <u>(Hourly)</u>
Start	3.47	3.62	3.77
6 months	3.73	3.88	4.03
12 months	3.99	4.14	4.29
18 months	4.25	4.40	4.55
24 months	4.56	4.71	4.86
effective 11/10/77, 30 months	4.71	4.86	5.01
effective 11/10/78, 42 months	--	5.01	5.16

EQUIPMENT OPERATOR

Start	3.76	3.91	4.06
6 months	4.03	4.18	4.33
12 months	4.31	4.46	4.61
18 months	4.59	4.74	4.89
24 months	4.92	5.07	5.22
effective 11/10/77, 30 months	5.07	5.22	5.37
effective 11/10/78, 42 months	--	5.37	5.52

MECHANIC

Start	3.76	3.91	4.06
6 months	4.03	4.18	4.33
12 months	4.31	4.46	4.61
18 months	4.59	4.74	4.89
24 months	4.92	5.07	5.22
effective 11/10/77, 30 months	5.07	5.22	5.37
effective 11/10/78, 42 months	--	5.37	5.52

All employees employed on the date of this Agreement shall receive a minimum of thirty five cents (\$.35) per hour increase over their present wage rate.

APPENDIX II

CITY RULES AND DISCIPLINE PROCEDURE

In applying these rules, surrounding circumstances shall be considered and may result in a lesser penalty, or occasionally, in a severer penalty, where just cause exists. Discipline may also be imposed for just cause for grounds not covered by these rules.

An employee who works nine (9) months without the violation of any rule in Group I shall have all previous violations disregarded for purposes of progressive discipline.

An employee who works twelve (12) months without the violation of any rule in Group II shall have all previous violations disregarded for purposes of progressive discipline.

An employee who works 24 months without the violation of any rule in Group III shall have all previous violations of Group III rules which do not provide for immediate discharge disregarded for purposes of progressive discipline.

GROUP I

CITY RULES AND DISCIPLINE PROCEDURE

Employees will be subject to disciplinary action for any of the following offenses:

	1st Offense	2nd Offense	3rd Offense	4th Offense
1. Engaging in horseplay, running, scuffling, or throwing things.	Verbal Warning	Written Warning	3 days Off	Discharge
2. Failure to observe parking and traffic regulations on City property. If employee's parking area is unavailable due to the presence of unauthorized vehicles, the employee shall immediately inform the City. The employee's pay will not be reduced by any tardiness caused by this nor shall he be reprimanded for it.	Verbal Warning	Written Warning	3 days Off	Discharge
3. Wasting time, loitering, or leaving place of work during working hours without permission.	Verbal Warning	Written Warning	3 Days Off	Discharge

GROUP I (continued)

CITY RULES AND DISCIPLINE PROCEDURE

Employees will be subject to disciplinary action for any of the following offenses:	1st Offense	2nd Offense	3rd Offense	4th Offense
4. Violating a safety rule or safety practice-carelessness. Contributing to unsanitary conditions.	Verbal Warning	Written Warning	3 days Off	Discharge
5. Receipt by the City of a wage assignment or garnishment against employee's wages.	Verbal Warning	Written Warning	3 Days Off	Discharge
6. Causing scrap of material or parts due to carelessness.	Verbal Warning	Written Warning	3 Days Off	Discharge
7. Driving Westcoaster scooters off of driveways or across yards.	Verbal Warning	Written Warning	3 Days Off	Discharge
8. Failure of employees wanting off early to first contact foreman.	Verbal Warning	Written Warning	3 Days Off	Discharge
9. Conducting personal business on City time.	Verbal Warning	Written Warning	3 Days Off	Discharge
10. Failure to register guests at Supervisor's office.	Verbal Warning	Written Warning	3 Days Off	Discharge

GROUP II

CITY RULES AND DISCIPLINE PROCEDURE

Employees will be subject to disciplinary action for any of the following offenses:	1st Offense	2nd Offense	3rd Offense	4th Offense
1. Posting, altering, or removing any matter on bulletin boards or City property unless specifically authorized.	Written Warning	3 Days Off	Discharge	
2. Use or possession of another employee's personal tools without his consent.	Written Warning	3 Days Off	Discharge	

GROUP II (Continued)

CITY RULES AND DISCIPLINE PROCEDURE

Employees will be subject to disciplinary action for any of the following offenses:

	1st Offense	2nd Offense	3rd Offense	4th Offense
3. Threatening, intimidating, coercing, or interfering with fellow employees on City property.	Written Warning	3 Days Off	Discharge	
4. Failure to punch out when leaving the working premises for personal reasons during the working day.	Written Warning	3 Days Off	Discharge	
5. Inexcusable failure to follow City job instructions, verbal or written.	Written Warning	3 Days Off	Discharge	
6. Intentionally or carelessly abusing, destroying, or damaging any City property and equipment or property of any employee.	Written Warning	3 Days Off	Discharge	
7. Deliberately restricting output.	Written Warning	3 Days Off	Discharge	
8. A. Habitual Tardiness.	Written Warning	3 Days Off	Discharge	
B. Calling in later than half hour before the start of the working day to report absence or substantial tardiness, unless the employee shows to the satisfaction of the City that he was unavoidably prevented from doing so. In any such case the employee shall call in as soon as possible. The employee shall state the expected date of return to work, and shall report in advance any change in the expected return to work as far as possible.	Written Warning	3 Days Off	Discharge	
C. Leaving the working premises during the work shift without proper permission.	Written Warning	3 Days Off	Discharge	

GROUP III

CITY RULES AND DISCIPLINE PROCEDURE

Employees will be subject to disciplinary action for any of the following offenses:

	1st Offense	2nd Offense	3rd Offense	4th Offense
1. Gambling on City premises.	Discharge			
2. Provoking, or instigating a fight, or fighting during working hours or on City property.	2 Weeks Off	Discharge		
3. Reporting for work under the influence of alcohol or drugs.	3 Days Off	Discharge		
4. Willfully sleeping on the job during working hours.	3 Days Off	Discharge		
5. Insubordination.	3 Days Off	Discharge		
6. Falsifying City records.	Discharge			
7. Knowingly punching another employee's time card; having one's time card punched by another; altering time card for any reason whatsoever.	3 Days Off	Discharge		
8. Possessing firearms, explosives or any weapon on City premises without authorization.	Discharge			
9. Theft of any City or employee property.	Discharge			
10. Removal of articles from City property without proper authorization.	3 Days Off	Discharge		
11. Drinking any alcoholic beverage on the premises or on City time.	3 Days Off	Discharge		
12. Immoral conduct or indecency.	Discharge			