

RECORD OF ORDINANCES

Ordinance No. 08-33-2009

Passed 8-18- 2009

AN ORDINANCE TO AUTHORIZE AND IMPLEMENT THE LABOR AGREEMENT BETWEEN THE NON-UNIFORMED EMPLOYEES ORGANIZATION (N.U.E.O.) AND THE CITY OF CIRCLEVILLE

WHEREAS, representatives of the Non-Uniformed Employees Organization have met and negotiated with the City of Circleville regarding wages, benefits, terms and conditions of employment; and

WHEREAS, those negotiations have produced an agreement;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CIRCLEVILLE, STATE OF OHIO:

SECTION I. That the Mayor/Director of Public Service is hereby authorized and directed to enter into an Agreement with the Non-Uniformed Employees Organization regarding wages, benefits, terms and conditions of employment.

SECTION II. That the terms and conditions of this Agreement shall be as set forth in the attached Exhibit A and have been bargained and agreed to by both parties.

SECTION III. Any ordinance, resolution or part thereof pertaining to the subjects treated in this Ordinance and which are inconsistent therewith be, and hereby are, repealed to the extent so inconsistent.

SECTION IV. It is hereby bound and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED: 8-18-2009
DATE


PRESIDENT OF COUNCIL

ATTEST: Jude M. Chaney
CLERK OF COUNCIL

APPROVED: 8-18-2009
DATE


MAYOR

APPROVED AS TO FORM:


CITY LAW DIRECTOR

REVIEWED BY LAW DIRECTOR
AND APPROVED AS TO FORM

Labor Agreement

Between City of Circleville

and

The Non-Uniformed Employees Organization (NUEO)

DRAFT

ARTICLE 1 PREAMBLE

1.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer and the Union now desire to enter into an agreement reached through collective bargaining which will have for its purposed, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions of their employment; 3) To promote individual efficiency and service to the citizens of the City of Circleville, Ohio; 4) To avoid interruptions or interference with the efficient operation of the Employer's business; 5) To provide a basis for the adjustment of matter of mutual interest by means of amicable discussion.

ARTICLE 2 AGREEMENT

2.01 This agreement is hereby entered into by and between the City of Circleville, Ohio, hereinafter referred as the "Employer", and the Non-Uniformed Employees Organization of Circleville, herein referred to as the "Union".

2.02 This agreement is made and entered into pursuant to Ohio Revised Code 4117.01 et seq. commonly known as the Public Employees Collective Bargaining Unit.

ARTICLE 3 RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full time employees of the City occupying the classifications listed in Appendix A.

3.02 Excluded are positions that are part time, seasonal or temporary employees and all other positions specifically exempted by Chapter 4117 of the Ohio Revised Code. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term not to exceed the duration of this agreement.

ARTICLE 4 SECURITY

4.01 The Employer and the Union agree that membership in the Union is available to all employees whose positions fall within the bargaining unit. The Employer agrees to deduct Union membership dues once each for the period for which authorization was received by the Employer. Deductions shall include initiation fees and assessments when certified by the Union. The City shall charge no type of administration fee for providing Union dues deductions for bargaining unit members.

4.02 The amount to be deducted shall be certified to the payroll clerk by the treasurer of the union. At least one month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deduction. The Employer agrees to furnish the treasurer of the Union a warrant in the aggregate amount of dues deduction.

4.03 Deductions under this Article are subject to the approval of the City Auditor and shall be made during one pay period each month; if any member's pay for the period in which dues are to be deducted is insufficient to cover the amount of Union dues, the City will make the deduction during the subsequent pay period. In the event a deduction is not made for any Union member during any particular month, the Employer, upon verification of the Union and written approval by the employee, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two month's dues from the pay of any Union member, nor will the Employer deduct more than one month's dues for more

consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or respect to the legal status, management or responsibility or such property, facilities, processes or work; or (15) terminate or eliminate all or any part of its work or facilities.

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

ARTICLE 6 NO STRIKE/NO LOCKOUT

6.01 For the period of this Agreement the Union does hereby and agree that it will not either directly or indirectly, call, sanction, encourage, finance, or assist, nor shall any bargaining unit employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all bargaining unit employees that the strike, slowdown, work stoppage or other concerted interference with or withholding of service from the employer is prohibited, not sanctioned by the Union and urge all Employees to return to work immediately.

6.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of the health and welfare for its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of a violation of this Article, the Employer shall be entitled to seek and obtain immediate injunctive relief through the Union in order to keep the Employer harmless from any and all costs arising from the violation of this Article, where the Union authorizes or sanctions illegal strike activity.

6.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action.

6.05 The City agrees for the period of this Agreement not to lockout the employees covered by this Agreement.

ARTICLE 7 NONDISCRIMINATION

7.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, or handicap.

7.02 The Union expressly agrees that membership in the Union is at the option of employer and that it will not discriminate within the Union in representation between members and nonmembers.

ARTICLE 8 TOTAL AGREEMENT

8.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

additional representatives if applicable. Scheduled meetings will be held during work hours. Agenda of the matters to be discussed shall be presented by both parties at least seven (7) days in advance. Only items that are on the submitted agenda will be discussed.

ARTICLE 11 GENDER AND PLURAL

11.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words whether in the masculine, feminine or neutral gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 12 HEADINGS

12.01 It is understood and agreed that the use of headings by articles or sections is for convenience only and that no headings shall be used in the interpretation of said use of articles or sections and shall not effect any interpretation of any articles or section.

ARTICLE 13 DISCIPLINARY PROCEDURE

13.01 It is understood that the Mayor, Service Director, or respective Department Head has the right to discharge, suspend, or discipline any employee for just cause as provided in Civil Service law. The following is intended to establish the procedure for discipline.

13.02 Prior to the imposition of any discipline which could involve a minor suspension, major suspension, reduction in pay and/or rank, or dismissal, the employee shall be provided written notice of the specific charge(s), and shall be provided an opportunity to respond to the charges at a hearing conducted by the Department Head or an impartial designee of the Department Head. The employee may be represented by a Union representative at the hearing. The hearing shall be held within five (5) working days after the employee receives the notice specified above. At the hearing, the employee will have the opportunity to present testimony and evidence, and to call any witnesses who support the proposed disciplinary action. Written notice as to the results of the hearing shall be given to the employee within five (5) days after the hearing, and if discipline is to be imposed, the notice shall specify the type and amount of discipline and all the reasons for the disciplinary action. The time limits set forth herein for the conduct of the hearing and for the receipt of the written notice as to the results of the hearing may be waived by mutual agreement of the parties. If an employee is to receive a counseling, oral reprimand, or written notice, the employee shall be given the type and amount of discipline imposed and all the reasons for the disciplinary action.

13.03 The City shall follow a system of progressive discipline in all matters of disciplinary action where corrective discipline is warranted. If the infraction by the employee should warrant, discipline may begin at an advanced stage of discipline and shall include counseling with the employee, oral reprimands, written reprimands, minor suspension, major suspension, reduction in pay and/or rank and dismissal.

13.04 Any employee who has written disciplinary action in his personnel or employee file shall have the opportunity to place a response regarding the disciplinary action in his file.

13.05 The City shall establish a schedule of discipline for employees of this bargaining unit. This schedule of discipline shall be a suggested manner in which disciplinary action shall proceed in progressive discipline. It is understood that any discipline shall be commensurate with the severity of the infraction.

13.06 An employee may request an opportunity to review his/her personnel file, add pertinent memoranda to the file clarifying any documents contained in the file and may have a representative of the N.U.E.O.

- 15.07 Any absence or patterned use of sick leave shall be just and sufficient cause for disciplinary action. The Department Head will make the determination of the appropriate disciplinary action. If the employee is not satisfied with the Department Head's action, he/she may within five (5) working days of the ruling from the Department Head, submit a written request for a meeting with the appropriate Director to review the matter.
- 15.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.
- 15.09 The use of sick leave due to illness or injury in the immediate family shall be where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. "Immediate family" shall be defined to include the employee's spouse, children, step-children, grandchildren, parents, brother, sister, grandparent, or legal guardian and mother-, father-, sister-, brother-, daughter-, and son-in-law.
- 15.10 An employee of the City of Circleville with ten or more years of continuous service with the City of Circleville will upon application be paid a one time bonus for retirement calculated upon his or her accrued but unused sick leave amount as follows:
- | | |
|--|--------------------------------------|
| Up to and including 10 years of service: | 30% of accrued but unused sick leave |
| Up to and including 20 years of service: | 40% of accrued but unused sick leave |
| Up to and including 30 years of service: | 50% of accrued but unused sick leave |
- 15.11 The application for conversion payment must be made, completed and signed by the employee at his/her time of retirement. The conversion will be completed to the employee not later than thirty (30) days after the employee's retirement date. Payment shall be based on the employee's hourly rate of pay at the time of retirement. An employee is only entitled to the conversion of sick leave pursuant to Section 15.10 as an employee of the City.
- 15.12 Each employee that is injured in the course of employment or performing his duties shall be entitled to injury leave. Such employee must be disabled to the extent that he can not perform the material or substantial duties of his position. The injury must be documented on an accident report within forty-eight (48) hours, approved by the Department Head and a copy must be sent to the appropriate Director or the respective Department Head. Signature of the employee's supervisor and Department Head must be on the form and a list of any witnesses to the incident. Forward all forms to the HR office.
- 15.13 The injury leave shall be for a period of one hundred eighty (180) calendar days from the date of the injury. The employee shall be entitled to the leave which injury shall not be charged against employee's sick leave.
- 15.14 Employees who are injured while on duty shall file for workers' compensation benefits according to the provisions of the workers' compensation law and regulations as a condition of receiving injury leave.
- 15.15 Employees who remain unable to return to active work status following a one hundred eighty (180) calendar days injury leave period shall be eligible, upon application to the appropriate Director or respective Department Head to utilize accrued and unused sick leave to compensate the employee for the difference between the employee's base salary and any compensation to which the employee may be

- Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
 - If a grievance affects a department-wide controversy, it may be submitted at Step 2.
 - The preparation and processing of grievances shall be conducted during non-working hours.
 - Nothing contained herein shall be construed as limiting the right of the employee having a grievance to discuss the matter informally without the intervention of the NUEO, provided that the adjustment is not inconsistent with the terms of the Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, no adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
 - The grievant may choose whomever he or she wishes to represent him or her at any step of the grievance procedure.
 - The existence of this Grievance Procedure hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure. The Circleville Civil Service Commission shall have no jurisdiction over bargaining unit members with the exception of disciplinary matters involving a suspension of thirty (30) days or more, reductions or terminations.
 - Employees shall not receive unpaid time-off discipline during the grievance procedure. Written reprimands may only be appealed through Step 1 of the grievance procedure and may not be appealed to arbitration. All appeals of time-off without pay discipline shall begin at Step 3. Only time-off discipline without pay greater than two (2) days may be appealed to arbitration.
 - The time limits provided herein will be strictly adhered to and any grievance not filed initially or not filed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified herein may be extended only by written mutual agreement.
- This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- All grievances shall be administered in accordance with the following steps of the grievance procedure.
 - If for any acceptable reason, the grievant is not available to respond within the five (5) days, an alternate date will be established by agreement of the parties.
 - All grievances will be answered by all parties not later than five (5) days after receipt of the grievance. Any extension of time can only be made by written mutual agreement of both parties.

STEP 1

An employee who believes he may have a grievance shall notify his immediate supervisor, when applicable, of a possible grievance within five (5) working days of the occurrence of the facts giving rise

- 17.03 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.
- 17.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.
- 17.05 The fees and expenses of the Arbitrator and the cost of the hearing room, if any, will be borne by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.
- 17.06 The arbitrator's decision and award will be in writing and rendered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be binding upon the parties.
- 17.07 If binding arbitration is requested, then the Employer, or his/her designee, and the Union President, or his/her designee, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event mutual agreement cannot be reached, the parties will, by joint letter, request the American Arbitration Association to submit a panel of nine arbitrators within Ohio and will choose one by the alternate strike method. Each party may strike the entire list once during the process.
- 17.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability, including reasonable attorney fees incurred by the City that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his right as provided by the Grievance & Arbitration Procedures herein contained.

ARTICLE 18 PERSONAL LEAVE DAY

- 18.01 Any employee, who has not in the previous payroll year used more than thirty-two (32) sick leave hours for any reason other than conversion to year end bonus, shall be entitled to exchange eight (8) hours accumulated sick leave for personal leave during the current payroll year. Employees must make arrangements to exchange sick leave for personal leave time by January 30th of each year.
- 18.02 Any employee, who has worked a full payroll year and not used any sick leave hours in the previous payroll year other than conversion to bonus, shall be entitled to eight (8) hours personal leave during the current payroll year.
- 18.03 The personal leave time must be taken in a minimum of one (1) hour increments and scheduling must be approved by the Department Head. Employees must request the use of personal leave days at least twenty-four (24) hours in advance. Personal leave must be used by the end of the payroll year and may not be carried over from year to year.
- 18.04 All employees, after reaching their first anniversary date, are entitled to eight (8) hours personal leave during each payroll year. (*For Wastewater Treatment Plant 10 hour shift employees, see ARTICLE 44).
- 18.05 Hours shall not be charged against sick leave. Hours shall be taken with the approval of employee's supervisor.
- 18.06 Each employee may earn up to three additional personal days per year on the following basis:

employee has reached the limit of compensatory time shall be paid according to the above provisions. Any overtime that occurs as the result of an employee using compensatory time must be paid overtime. Employees may not take compensatory time if they are replacing an employee on compensatory time. Compensatory time may be used during any shift as long as other rules regarding compensatory time are followed.

ARTICLE 21 HOLIDAY TIME AND HOLIDAY PAY

21.01 All full time employees shall receive the following paid holidays. Holidays occurring on a Saturday will be observed on the preceding Friday. Holidays occurring on a Sunday will be observed on the following Monday.

- | | |
|------------------------|------------------------------|
| New Years Day | Columbus Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve (or day after) |
| Independence Day | Christmas Day* |
| Labor Day | |

~~An additional paid holiday of December 31, 2007 will be observed during the calendar year 2007. An additional paid holiday of January 1, 2009 will be observed during the calendar year 2009.~~

~~*Christmas Day and Christmas Eve will be flexible holidays to be determined at the beginning of each contract and will be as follows: for calendar year ending 12/31/07 Monday, December 24th & Tuesday, December 25th 2007 and for calendar year ending 12/31/08 Thursday, December 25th & Friday, December 26th.~~

~~*Christmas, Christmas Eve and New Year's Day will be observed on the following dates:~~

~~Thursday, December 24, Friday, December 25, 2009 and Friday, January 1, 2010~~

~~Thursday, December 24, Friday, December 24 and Friday, December 31, 2010~~

~~Thursday, December 23, Monday, December 26, 2011 and Monday, January 2, 2012~~

21.02 All "non-essential" holiday workers (straight day shift employees) shall receive all city observed holidays while earning eight (8) hours base pay.

All "essential" holiday workers (rotating shift operators) that work eight (8) hours on a city recognized actual holiday shall receive sixteen (16) hours straight pay in addition to their regular eight (8) hour base pay for working the actual holiday. If the essential worker does not actually work the holiday, they shall receive eight (8) hours straight pay for that holiday (which shall not count as actual hours worked for overtime purposes or for the accumulation of sick and vacation leave).

"Essential" holiday workers that are granted vacation, compensatory, personal or sick leave on city recognized actual holidays shall receive their eight (8) hours straight pay in addition to their appropriate leave base pay and they shall be charged for the appropriate hours of leave used against their accumulated earned leave time.

(*For Wastewater Treatment Plant 10 hour shift employees, see ARTICLE 44)

- 23.05 If an employee with at least one (1) year of service voluntarily terminates his/her employment, he/she shall be eligible and entitled to receive payment for all earned and accrued, but unused, vacation leave. In the case of the death of an employee, said vacation leave will be paid to the employee's spouse or to the employee's estate. In no event, shall payments under this section be required to be made in a manner which violates O.R.C. Section 2113.04.
- 23.06 Employees that have accrued unused vacation time may elect to convert a maximum of forty hours of such time to a cash payment. Such cash payment shall be based on the employee's rate of pay as of the date the employee notifies his or her supervisor of such election. A bonus of 15% of the total cash payment computed as above shall be paid to the employee. In order to qualify for the vacation conversion payment with a bonus of 15%, the employee must notify his or her supervisor by November 1st of each year of the number of vacation hours to be converted. Vacation conversion is limited to employees on active pay status at the time of distribution.
- 23.07 Employees may elect a cash payment, with the 15% bonus, during the second payroll in March, the second payroll in June and the second payroll in September ONLY. The employee must notify his or her supervisor of such election on the 1st of the month.
- 23.08 If a recognized holiday falls within a non-essential employee's vacation leave, the employee shall not be required to take vacation leave on that holiday.

ARTICLE 24 MEDICAL INSURANCE

- 24.01 The employer shall pay 80% of all health insurance premiums and the employee shall pay 20% of the premium for dependent family coverage. The City shall pay 100% of single coverage.
- 24.02 The NUEO and the City agree that any increases in premium during the term of this contract will be discussed according to provisions of this article.
- 24.03 **CHANGING YOUR COVERAGE (HEALTH, DENTAL AND VISION):** Except as provided below, your coverage under the City of Circleville's benefit program is irrevocable for the BENEFIT YEAR and may not be changed during such year, except during the open enrollment period. During the open enrollment period employees have the opportunity to enroll for benefits or change benefits for the upcoming benefit year. The open enrollment period begins on the 1st day of the month preceding the beginning date of coverage and continues thru the last day of that month. (Example: If the benefit year begins on January 1, the open enrollment period begins on December 1 and ends on December 31.) Employees will receive notification each year as to the dates of the open enrollment period and any and all changes must be made during that period. All changes made during the open enrollment period are effective the 1st day of the BENEFIT YEAR, unless otherwise noted. Coverage for each benefit year will stay the same unless changes are made during the open enrollment period or there is a qualifying event.

Any change in coverage made as a result of a qualifying event must be both on account of and consistent with the qualifying event.

For the purpose of this coverage, a "qualifying event" includes:

- Your marriage, divorce, or legal separation;
- Death of your spouse or dependant child;
- Birth or adoption of a dependant child;

the Department Head or the appropriate Director have concern for an employee's ability to perform the material and substantial duties of his position.

- 25.03 Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.
- 25.04 If, after examination, an employee is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to workers' compensation if eligible and other insurance programs. If an employee refuses to go on leave status or requests paid or unpaid leave, the Department Head or appropriate Director may place the employee on an unpaid leave or disability separation. Such action may only be appealed through the grievance procedure contained in this contract. The employee shall have the right to return to work following submission of satisfactory evidence of his ability to perform the material and substantial duties of his position and acceptance of same by the Department Head or appropriate Director. The right to reinstatement shall last for a period of one (1) year. If the employee does not return within that period he shall be deemed separated.
- 25.05 Any costs for examinations required by the City shall be paid by the City. Employees shall have the right to submit examination reports to the Department Head or appropriate Director which would respond to the question of an employee's ability to perform the material and substantial duties of his position.
- 25.06 If, after the medical examination procedure by the appropriate Director or respective Department Head, the employee is cleared for full duty by the physician, no more than five (5) working days used by the employee from the time of the order to submit to examination until the employee's immediate return to duty shall be reimbursed to the employee in unused sick leave.

ARTICLE 26 WORK WEEK

- 26.01 A work week shall consist of five (5) eight-hour days. A work schedule indicating the days to be worked and the hours to be worked shall be posted in a conspicuous place on the Friday prior to the commencement of the work week (*For Water Works Department Plant 10 four shift employees, see ARTICLE XXXIV).

ARTICLE 27 JOB DESCRIPTIONS

- 27.01 The Employer has prepared job descriptions for each occupied position in the classifications listed in Appendix B of this Agreement. Such descriptions set forth the general duties required to identify the position and the normal qualifications necessary to hold the position. If a new job is created during the term of this Agreement and that job is within the bargaining unit as presented by the NUEO, the Employer shall prepare a job description for that new position.

Within the term of this contract, the contract between the City and NUEO, the City and NUEO will review the job descriptions for all classifications within the bargaining unit through the Labor Management Committee.

ARTICLE 28 PERFORMANCE EVALUATIONS

- 28.01 All permanent employees will be evaluated annually. Management will discuss the evaluation results with the evaluated employee regarding his/her career and point out any improvement which appears to be valuable or necessary.

ARTICLE 31 SENIORITY

31.01 For the duration of this Agreement, seniority and all its entitlement, computations and application, shall mean seniority in the bargaining units.

31.02 The City shall provide the Union with a seniority list of all members of the bargaining unit in January of each year. Seniority lists shall contain the name, job classification and division of all members of bargaining unit.

ARTICLE 32 LAY OFF/ABOLISHMENT OF POSITION

32.01 REASONS: Employees may be laid off because of lack of work or lack of funds as certified by the City Auditor. Employees may be laid off as a result of abolishment of positions. Abolishment means the permanent deletion of a position or positions, expected to last more than one year, from the organization or structure of the City due to lack of continued need for the position. Abolishment may occur as a result of a reorganization of the efficient operation of the City, for reasons of economy, or the lack of work.

The City shall determine in which classification the layoffs must occur and the number of employees to be laid off.

32.02 ORDER: Any layoffs within a classification must proceed by layoff in the following order:

- a. Employees serving provisionally who have not completed their probationary period after appointment.
- b. Employees serving provisionally who have satisfactorily completed their probationary period after appointment.
- c. Employees appointed by certification who have not completed their probationary period after appointment.
- d. Employees appointed by certification who have satisfactorily completed their probationary period after appointment.

When any of the provisions hereof permit or require the layoff of part-time, seasonal employees shall be laid off before full-time employees are laid off. The placement of employee to lower classifications shall occur as set forth in Appendix C.

32.03 NOTICE: Each employee to be laid off or displaced shall be given notice of his layoff by the City. This written notice shall be hand delivered to the employee at work or mailed certified mail to the last address on file with the City. If hand delivered, such notice shall be given at least fourteen (14) calendar days before layoff and the day hand delivered notice shall be the first day of the fourteen (14) day period. If mailed, such notice shall be given at least seventeen (17) calendar days before layoff and the day of posting shall be the first day of the seventeen (17) day period. Each notice of a layoff shall contain the following information: the reason for the layoff, displacement or abolishment of position, the date the layoff or abolishment becomes effective, the employee's date of seniority, rights of the employee to appeal to the Civil Service Commission and the time within which he or she must file the appeal, the name and address of where the appeal should be filed and a statement advising the employee of his rights of reinstatement or re-employment, and a statement that upon request of the employee the appointing authority will make available a copy of the rules regarding layoffs.

32.04 RECALL: Each employee recalled from layoff shall be notified of the order of reinstatement or re-employment by certified letter. The notice of re-employment shall contain a statement that refusal of re-employment shall result in removal of such employee's name from the layoff list. Each recalled employee

ARTICLE 36 BEREAVEMENT LEAVE

- 36.01 In the event of a death in the employee's immediate family (i.e. an employee's current spouse, an employee's parent, a parent of a current spouse, a child, to include step-child, grandchild, brother, sister, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, great-grandparent, current spouse's grandparent, current spouse's great-grandparent, current spouse's grandchildren) the employee shall be compensated for regularly scheduled work days missed between the time of death and the day of interment not to exceed a maximum of three (3) consecutive calendar days.
- 36.01 Bereavement pay as provided shall consist of pay for any regularly scheduled hours of work up to eight (8) hours per day for the days the employee is excused. The rate of pay will be the straight time hourly rate of the employee. (*For Wastewater Treatment Plant 10 hour shift employees, see ARTICLE XXXIV).
- 36.02 Additional bereavement leave may be granted at the discretion of the appropriate Director or respective Department Head. This additional leave will be deducted from sick leave or vacation leave.

ARTICLE 37 TUITION REIMBURSEMENT

- 37.01 Effective at the beginning term of this contract, all employees who have successfully completed their probationary period shall be entitled to tuition reimbursement up to an annual maximum of \$400.00 for all related courses. Related courses being described as having a direct relationship to employee's current position or courses related to advancement to a higher position in the same classification.
- 37.02 All courses taken pursuant to this Article must be taken during other than scheduled work hours. Employees may complete accredited correspondence courses during the duty day when not assigned other duties. Employees may only enroll in courses related to their duties and responsibilities. Any situation that requires the employee's presence on duty shall take precedence over any time scheduled for courses.
- 37.03 The Office of Human Resources with the assistance of all department heads, shall create and maintain a current list of accredited institutions which will be approved for tuition reimbursement. Courses that are not currently listed will require approval by the appropriate director. Appropriate courses can be taken at non-accredited institutions.
- 37.04 Timely notification of the appropriate Director enables the City to budget funding requirements. Each employee must submit a list of courses in which he desires to enroll to the appropriate Director ninety (90) days prior to the course starting date.
- 37.05 Each employee is subject to a yearly maximum of \$400.00 for tuition reimbursement. The employee must submit documentation of satisfactory completion of the course with a grade of C or higher to be eligible for reimbursement. Any course taken on a pass/fail basis must receive a pass to be eligible for reimbursement.
- 37.06 Any employee who terminated employment with the City other than through retirement within three (3) years of receiving tuition assistance from the City, shall refund all or part of that tuition assistance to the City based on the following scale:
- Employee who leave City service within:
0-1 years after completing course - 100% refund due City
1-2 years after completing course - 75% refund due City
2-3 years after completing course - 50% refund due City

42.02 Newly hired employees shall be responsible for 100% of the employee contributions if other bargaining units agree to eliminate the pension pick-up benefit for newly hired employees within their bargaining unit. Such clause shall become effective upon the date agreed to by all bargaining units and shall not apply to department transfers.

ARTICLE 43 YMCA MEMBERSHIP

43.01 The City of Circleville agrees to pay the membership cost of a single YMCA membership not to exceed \$150.00 annually.

ARTICLE 44 WASTEWATER TREATMENT PLANT EMPLOYEES

44.01 The City of Circleville agrees the employees of the wastewater treatment plant may be scheduled to work ten (10) hour shifts to facilitate a more efficient and cost effective operation and to provide a safer work environment for the shift operators. The administration reserves the right to change the work schedule back to eight (8) hours shifts if so deemed necessary.

44.02 Wastewater Treatment Plant employees who are scheduled to work ten (10) hour shifts receive the same benefits and terms as set forth in this agreement including calculation of overtime.

44.03 All Wastewater Treatment Plant ten hour shift employees using earned leave on their scheduled shift must use one hour of accumulated leave for each hour of time taken off.

44.04 Personal leave shall continue to be defined as eight hours. If a worker desires to use personal leave for a ten (10) hour shift, he/she shall be required to use compensatory time or vacation leave for the remaining two hours.

44.05 Bereavement leave shall be defined as ten (10) hours per day.

44.06 Holiday pay for essential 10 hour shift Wastewater Plant Workers: (rotating shift operators) All "essential" holiday workers (rotating shift operators) that work ten (10) hours on a city recognized actual holiday shall receive twenty (20) hours straight pay in addition to their regular ten (10) hour base pay for working the actual holiday. If an essential worker does not actually work the holiday, they shall receive ten (10) hours straight pay for that holiday (which shall not count as actual hours worked for overtime purposes or for the accumulation of sick and vacation leave). "Essential" holiday workers that are granted vacation, compensatory, personal or sick leave on city recognized actual holidays shall receive their ten (10) hours straight pay in addition to their appropriate leave base pay and they shall be charged for the appropriate hours of leave used against their accumulated earned leave time. (For appropriate hours on a personal day, see section 4.04).

44.07 Holiday Pay for non-essential 10 hour shift Wastewater Plant Workers (Non-essential workers who step into the essential worker role at the Wastewater Treatment Plant): If a holiday occurs Monday thru Friday, a scheduled off worker shall trade the holiday for another day off within that 40 hour work week. If a holiday falls on a weekend and the worker is the only one scheduled for their shift, the worker has the option of either working the holiday at the above defined rate, or receiving the holiday, wherein another worker would be called in to work the holiday.

Agreement Between City of Circleville and NUEO
Effective May 3, 2009 thru May 12, 2012.

Account Clerk II	\$12.6218	\$13.8464	\$15.1892	\$16.6823
Account Clerk III	\$13.4382	\$14.7702	\$16.2312	\$17.8317
Building Maintenance Tech	\$15.8337	\$16.7253	\$17.6813	\$18.6911
Custodian	\$11.1395	\$12.2137	\$13.3953	\$14.6951
Data Entry Operator	\$12.6218	\$13.8464	\$15.1892	\$16.6823
Engineering Aide	\$12.2459	\$13.4382	\$14.7380	\$16.1452
Laborer	\$11.1395	\$12.2137	\$13.3953	\$14.6951
Maintenance Worker I	\$11.6766	\$12.8152	\$14.0505	\$15.4255
Maintenance Worker II	\$12.4929	\$13.6747	\$14.9743	\$16.4030
Maintenance Worker III	\$13.2771	\$14.5777	\$15.9519	\$17.4987
Secretary	\$12.9441	\$14.1777	\$15.5652	\$17.0798
Typist I	\$10.9139	\$11.9667	\$13.1267	\$14.3621
Typist II	\$11.6336	\$12.7615	\$14.0183	\$15.3933
Utilities Service Representative	\$13.8867	\$15.2107	\$16.6931	\$18.3044
Vehicle Operator	\$14.8894	\$15.9196	\$17.0806	\$18.9596
Wastewater Lab Analyst	\$19.2281	\$20.8180	\$22.4900	\$25.1255
Wastewater Lab Tech	\$17.0574	\$18.7448	\$20.6022	\$22.6119
Wastewater Plant Maint. Tech I	\$12.5574	\$13.7777	\$15.1355	\$16.5749
Wastewater Plant Maint. Tech II	\$16.5534	\$17.9277	\$19.9909	\$21.9889
Wastewater Plant Mechanic's Helper	\$12.5574	\$13.7777	\$15.1355	\$16.5749
Wastewater Plant Operator	\$18.894	\$19.9909	\$16.6394	\$18.2399
Wastewater Plant Operator I	\$14.8894	\$15.9196	\$17.5309	\$19.2389
Wastewater Plant Operator II	\$15.3288	\$16.8220	\$18.4655	\$20.2487
Wastewater Plant Operator III	\$16.0593	\$17.6169	\$19.3356	\$21.2477
Water Plant Operator	\$15.5457	\$16.7777	\$16.3278	\$17.9391
Water Plant Operator I	\$17.5457	\$18.7777	\$17.1120	\$18.7448
Water Plant Operator II	\$14.8894	\$16.3923	\$17.9928	\$19.7653

APPENDIX B

The following are the classifications in the bargaining unit:

- Account Clerk I
- Account Clerk II
- Account Clerk III
- Building Maintenance Technician
- Custodial Worker
- Data Entry Operator

Typist II
Water Plant Operator
Water Plant Operator I
Water Plant Operator II
Wastewater Plant Operator
Wastewater Plant Operator I
Wastewater Plant Operator II
Wastewater Plant Operator III
Wastewater Lab Technician
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Utilities Services Representative

Displacement shall occur in the descending order of the individual classification series. Displacements to lower classifications may only occur within the following work units:

- a. Water and Wastewater Maintenance
- b. Streets Maintenance
- c. Utility Office
- d. Water Plant
- e. Wastewater Plant

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