

**AGREEMENT**

**BETWEEN**

**CITY OF GAHANNA**

**AND**

~~**UNITED STEELWORKERS OF AMERICA, AFL-CIO**~~  
**UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL**

**JANUARY 2, 2005 8 to JANUARY 1, 2008 11**

**CITY OF GAHANNA  
AND  
~~THE UNITED STEELWORKERS OF AMERICA, AFL-CIO~~  
UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING,  
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## ARTICLE I    AGREEMENT

1.01 Agreement. This Agreement is made between the City of Gahanna, hereinafter referred to as "City," and the ~~United Steelworkers of America, AFL-CIO~~ **United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International**, hereinafter referred to as "Union." It is understood by the parties hereto that the portions hereof regarding wages, fringe benefits and other economic conditions of employment are subject to enactment of an appropriate ordinance by the City Council pursuant to the City Charter and that the failure of the City Council to enact an ordinance accurately and thoroughly providing for the wages, fringe benefits and economic conditions as approved herein shall require the City, on the request of the union, to immediately reopen good faith negotiations on all wages, hours and terms and conditions of employment. It is further understood by the parties that certain non-economic provisions agreed upon herein represent changes in portions of existing ordinances or administrative rules, that these negotiated changes represent the latest will of the City as to these items, that revisions to these ordinances and administrative rules, incorporating these negotiated changes, will be promulgated by the City at the earliest possible date and that, in any event, conflicts between existing ordinances or administrative rules and the provisions of this Agreement shall be resolved in favor of the Agreement provisions.

1.02 Purpose. This Agreement is made for the purpose of promoting cooperation and harmonious relations between the City and the Union as a means to provide efficient services to the residents of the City.

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

1.04 Sanctity of Agreement. No changes in this Agreement shall be negotiated during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so, which written accord shall contain a list of these matters to be the subject of such negotiations. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties. Except as provided herein, neither party shall attempt to change this Agreement during the life of said Agreement. Any past practice that has been

continuous and is known and sanctioned will not be altered until sufficient prior notification has been served on members of the Bargaining Unit.

1.05 Enforceability of Agreement. The City asserts and believes that the provisions of this Agreement are not violative of the City Charter, ordinances or resolutions, and are, therefore, enforceable in a court of law, and that the provisions contained herein do not represent any illegal delegation of authority.

## ARTICLE II RECOGNITION

2.01 Recognition. The City hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in any and all matters relating to wages, hours and working conditions of all employees in the Bargaining Unit. The Bargaining Unit shall include all non-uniformed classified employees listed in this Agreement.

2.02 Dues Deductions. The City agrees to deduct Bargaining Unit membership dues in the amount certified by the Union to the City, the first pay period of each month from the pay of any employee requesting same. If a dues deduction is desired, the employee shall sign a payroll deduction form which shall be furnished by the Union and presented to the appropriate payroll clerk. The City agrees to furnish to the International Treasurer once each calendar month, a warrant in the aggregate amount of the deduction made for that calendar month, together with a listing of the members for whom deductions were made, and mailed to the International USW, AFL-CIO, 5 Gateway Center, Pittsburgh, Pennsylvania 15222.

2.03 Maintenance of Membership Dues Payment. Notwithstanding the provisions of Section 1, any bargaining unit employee who is a member of the Union on the date the City Council authorizes, by Ordinance, the Mayor to execute this Agreement, or who becomes a member during its term, shall not revoke his authorization for regular membership dues deduction, except for a period no greater than 150 or less than 120 days preceding the expiration date of this Agreement.

2.04 Fair Share Fee. Bargaining Unit members who are not members of the Union shall, as a condition of employment, pay to the Union a fair share fee. The amount of the fair share fee shall be determined by the Union, but shall not exceed dues paid by members of the Union who are in the bargaining unit. Such fair share fee shall be certified by the Union to the City prior to the first day of the first month following the effective date of this Contract and at such times during the term of this Contract as necessary to be accurate. Such payments shall be subject to an internal Union rebate procedure meeting all requirements of state and federal law.

For the duration of this contract, such fair share fee shall be automatically deducted by the City from the payroll check for each Bargaining Unit member who is not a member of the Union. The automatic deduction shall be made in the first pay period of each month. The City agrees to furnish the Financial Secretary of the Local Union once each month, a warrant in the

aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the Bargaining Unit members for whom said deductions are made.

The automatic deductions shall be initiated by the City whenever a bargaining unit member who is not a member of the Union has completed his/her first sixty (60) days of employment.

The City's obligation to make deductions under this Section will terminate automatically upon termination of employment or transfer of a member to a job classification outside the bargaining unit.

### ARTICLE III TOTAL AGREEMENT

3.01 This Agreement represents the entire agreement between the City 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 City, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained. This provision applies to all portions of the collective bargaining agreement, both the economic provisions and the non-economic provisions, which are considered subportions of the entire Agreement.

### ARTICLE IV NONDISCRIMINATION

4.01 Nondiscrimination. Neither party will discriminate against any employee based on age, sex, marital status, race, color, religion, national origin, political affiliation, or disability. The City agrees not to discriminate against any employee on the basis of his membership or nonmembership in the Bargaining Unit, not to discriminate, interfere, restrain or coerce any employee because of or regarding his activities as an officer or other representative of the Union. The Union, within the terms of its Constitution and Bylaws, and the City agree not to interfere with the desire of any employee to become and remain a member of the Union, and the Union agrees not to let membership or nonmembership in the Union affect their on-the-job relationship with employees. The City agrees to apply all terms of this Agreement uniformly to all employees of the Bargaining Unit. All references in this Agreement to the male gender shall be construed to be equally applicable to females.

### ARTICLE V REPRESENTATION

5.01 Union Official. The highest ranking Union official in the Bargaining Unit, upon election to that post and as long as he continues in that post, or that person's designee, will be permitted sufficient time off to attend to Union and Agreement matters within his/her capacity. However, in no event will more than thirty-two (32) hours per two (2) month period be allowed. These hours will only be used to attend to Agreement matters or to attend or perform scheduled Union functions that are necessary to the operation of the Union. The person taking time off under this Article to perform these functions bears the ultimate responsibility for insuring that his/her time

cards sheets accurately reflect the amount of time expended and the activity performed. When a Union official is requested by the City to attend a meeting or otherwise attend to labor relations matters, the time spent does not count towards the thirty-two hour allotment. Whenever such highest ranking official is absent due to approved leave (i.e., sick leave, injury leave, vacation leave, etc.) or City Administration- authorized training which is of a duration of more than five (5) workdays, the next highest ranking Union official who is a member of the Bargaining Unit shall perform these functions during such absence. During such service in this post, the above-designated officials shall continue their entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a Bargaining Unit member as though they were at all times performing their job-related duties.

5.02 During their terms in office, Union officials shall continue to be required to report to their supervisors at their assigned starting time, and they shall be required to apprise their supervisors of their whereabouts at all working times while they are performing the duties allowed by this Section. In addition, the Union officials will be required to drop or forego any of the activities allowed by this Section upon the direction of their supervisors, for the purpose of assisting in emergency work. But for an emergency situation, sufficient time to perform Union functions will not be unreasonably limited by the City or the supervisors, nor will the Union officials devote unnecessary City-paid time to these functions. None of the duties of the Union officials herein described may be conducted on City-paid overtime hours.

5.03 Nothing in this Agreement shall preclude the highest ranking Union official in the Bargaining Unit from also serving as a Grievance Representative, or as Grievance Chairman.

## ARTICLE VI EMPLOYEE RIGHTS

6.01 Corrective Action for Cause. No Bargaining Unit employee shall be reduced in pay or position, suspended, removed or reprimanded except for just cause. The terms and conditions of this Agreement and the terms and conditions of the City's Policy and Procedure Manual apply to each employee. Any dispute over the application of any term or condition of this Agreement or over any term or condition of the City's Policy and Procedure manual is subject to the Grievance and Arbitration Procedures of this Agreement.

6.02 Representative. If a Bargaining Unit employee is notified to report for an investigation, and there is a reasonable probability that the investigation will result in disciplinary action for that employee, then upon the employee's request, he shall be provided with an opportunity, before the investigation continues to contact a Grievance Representative for the purpose of representation.

6.03 Predisciplinary Conference. Prior to any disciplinary actions resulting in time off, the employee shall have the opportunity for a predisciplinary conference. At such conference, before either the Mayor or his designee, the employee may rebut the charges with evidence and/or witnesses. Employees may waive this hearing. Whether or not employees participate in the pre-disciplinary conference, employees may appeal discipline according to the provisions of

this Agreement. For purposes of this Article, a decision issued by the Mayor as a result of the pre-disciplinary hearing will be considered a Step 3 grievance answer, which can be appealed directly to arbitration.

6.04 Progressive Action. The principles of progressive corrective action will be followed with respect to minor infractions. The progression will at least include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to dismissal.

6.05 Review of Personnel Files. Employees may review their personnel file at reasonable times upon written request. Employees may request, through their supervisor, that the City official responsible for their personnel file remove inaccurate materials from their file. If the City official declines the request, the employee shall have the right to have a memorandum attached to the document in question, stating the employee's concerns.

6.06 Duration of Records. All discipline actions of record will be maintained in each employee's personnel file throughout his period of employment, with the exception that any of the following records will be removed from the file upon the request of the employee, according to the following schedule:

A. Oral Reprimand. An oral reprimand shall be removed after six (6) months, at the employee's request, provided that no further discipline of the same or similar nature is imposed within six (6) months of the oral reprimand.

B. Written Reprimand. A written reprimand shall be removed after two (2) years, at the employee's request, provided that no further discipline of the same or similar nature is imposed within two (2) years of the written reprimand.

C. Suspension/Reduction. A suspension shall be removed, at the employee's request, three (3) years after the suspension. The Mayor may determine that it is necessary to retain a record of suspension for a period of time in excess of three (3) years, up to a maximum of three (3) additional years, based upon the seriousness of the offense and the member's overall work record since being suspended. Should the Mayor make this determination, it shall be made between one hundred eighty (180) and ninety (90) days before expiration of the three (3) year retention period, with written notice to the affected member. This notice shall set forth the Mayor's specific reasons for the determination and the time period of the extended retention period. The member may grieve the Mayor's determination, including any challenge to the length of the extended retention period, directly to arbitration under Article X.

D. Destruction of Discipline Records. Copies of disciplinary records which have been removed from personnel files will be destroyed in accordance with the Records Retention Schedule as adopted and modified from time to time by the City Records Commission.



## ARTICLE VII            NO STRIKE

7.01 General. The City and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the City and the Union to avoid work stoppages and strikes.

7.02 Strike Defined. Neither the Union nor any employee of the Bargaining Unit, for the duration of this Agreement, shall, directly or indirectly, call, sanction, encourage, finance, participate, or assist in any way in any strike, sympathy strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City for the duration of this Agreement. A breach of this Article shall be sufficient grounds for discipline, which may include dismissal.

7.03 Notification. The Union shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage any attempt to violate this Article. In the event of a violation of this Article, the Union shall promptly notify all employees in a reasonable and expeditious manner within a twenty-four (24) hour period that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful, and not sanctioned or approved by the Union or Bargaining Unit. The Union shall instruct the employees to return to work immediately.

## ARTICLE VIII            MANAGEMENT RIGHTS

8.01 Responsibilities. The Mayor or designated Department Head(s) may, subject to the applicable sections of law, promulgate rules and regulations relative to the management of the employees, subject only to any such previously agreed to rules, regulations and Articles of this Agreement between the City and the Union as may be set forth in writing. Except to the extent otherwise limited or modified by this Agreement the City retains the right and responsibility:

1. To direct the work of employees.
2. To determine the mission of the employees.
3. To determine the size and composition of the workforce.
4. To suspend, discipline or discharge employees for just cause.
5. To relieve employees from duty because of lack of work or lack of funds.
6. To take actions as may be necessary to carry out the mission of the Departments in emergencies.
7. To hire, schedule, promote, demote, transfer and assign employees.
8. To recruit, select and determine the qualifications and characteristics of new hires.

9. To schedule or not schedule overtime as required in the manner most advantageous to the requirements of efficient governmental operations.
10. To train or retrain employees as appropriate.
11. To ensure that all necessary tools as determined by the Department Head; facilities, vehicles supplies, uniforms and equipment, are furnished Bargaining Unit employees and in the best and safest possible working conditions so that employees may safely and effectively carry out their duties.

## ARTICLE IX GRIEVANCE PROCEDURE

9.01 Grievance Defined. A grievance is a dispute or controversy regarding the interpretation or implementation of the collective bargaining Agreement between the parties.

9.02 Qualifications. A grievance can be initiated by any aggrieved employee. Where a group of employees desire to file a grievance involving a situation affecting each member in the same manner, one employee selected by such group shall process the grievance as the designated representative of the group.

9.03 Establishment of Grievance Representatives. The Union will designate not more than three (3) Grievance Representatives. The Grievance Representatives shall be selected by the Union but every effort will be made by the Union to provide full membership coverage. One Grievance Representative selected by the Union shall be designated Grievance Chairman.

9.04 Duties of Grievance Chairman. The authorized functions of the Grievance Chairman, and a named alternate who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

1. Representing the employee in investigating and processing grievances.
2. Replacing a Grievance Representative who is absent or unavailable.
3. General supervising and coordinating grievances in process, and Grievance Representatives.
4. Acting as liaison between the City Administration and the Union on matters concerning grievances and this procedure.

The Grievance Chairman shall be released from his normal duty hours upon approval of his supervisor, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic equivalent extension of time limits within which a grievant must appeal his grievance or have it heard. The Grievance Chairman shall be allowed reasonable, necessary time during his scheduled working hours to perform the aforementioned duties and shall notify his supervisor in advance of such assignments.

9.05 Grievance Procedures. The following are the implementation steps and procedures for handling employees' grievances:

- A. Preliminary Step. An employee having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the employee/grievant within ten (10) of the employee's working days following the time the events or circumstances giving rise to the grievance were first known or should have been known by the employee/grievant; grievances brought to the attention of the supervisor (except for automatic time extensions as hereinafter described) beyond the ten (10) working days time limit shall not be considered. At this Step, there is no requirement that the grievance be submitted, or responded to in writing; however, a Grievance Representative may accompany the grievant should the latter request his attendance. If the employee is not satisfied with the oral response from his immediate supervisor at this Step, he may pursue the formal steps which follow. Before a grievance is placed in writing pursuant to Step One, such grievance shall be screened by the Grievance Chairman and the appropriate Grievance Representative.
- B. Step One -- Immediate Supervisor.
  - 1. When an employee has a grievance in which his supervisor's oral response in the Preliminary Step is unsatisfactory, he may then submit said grievance in writing to the supervisor on the Grievance Form agreed upon by the parties. Such form must be submitted to the supervisor within seven (7) of the employee's working days following the oral response from the Preliminary Step. The supervisor shall date-stamp the form on the date he receives it. Grievances submitted beyond the seven (7) working days time limit shall not be considered.
  - 2. Within five (5) of his working days of his receipt of the written grievance, the immediate supervisor shall affix his written response to the form, date and sign his response, and return one copy of it to the grievant. If the aggrieved employee does not refer his grievance to the Second Step of the Procedure within five (5) of his working days after the receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

C. Step Two -- Department Head.

1. Should the employee/grievant not be satisfied with the answer in Step One, within five (5) of his working days thereafter he may appeal the grievance to this Step Two by delivering or having delivered a copy of the Grievance Form, containing the written responses at the prior Step and any other pertinent documents, to the office of the Department Head. The Department Head shall date-stamp the form, accurately showing the date his office received the form.
2. Within five (5) of his working days of his receipt of the written grievance, the Department Head shall provide his written response on the Form, date and sign his response, and return one copy of it to the grievant. If the aggrieved employee does not refer his grievance to the Third Step of the Procedure within five (5) of his working days after the receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

D. Step Three - Mayor.

1. Should the employee/grievant not be satisfied with the answer in Step Two, within five (5) of his working days thereafter, he may appeal the grievance to this Step Three by delivering or having delivered a copy of the Grievance Form containing the written responses at the prior Steps and any other pertinent documents, to the office of the Mayor. The Mayor shall date-stamp the form, accurately showing the date his office received the form.
2. Within ten (10) working days of the receipt of his Grievance Form, the Mayor or his designated representative for this purpose shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman or International Representative of the Union. The Grievance Chairman or International Representative of the Union may bring with him to the meeting the employee/grievant and the appropriate Grievance Representative.
3. In the meeting called for at this Step, the Mayor or his representative designated for this purpose shall hear a full explanation of the grievance and the material facts relating thereto.

4. Within five (5) of his working days of the meeting in this Step, the Mayor shall submit to the International Representative of the Union his written response to the grievance.
5. Should the employee/grievant not be satisfied with the answer at this Step, he shall notify the Grievance Chairman of his desire to implement Article X, Arbitration. The International Representative of the Union will screen all grievances before submitting them to arbitration. Should the Union determine that it desires that the grievance proceed to arbitration pursuant to Article X, the Union shall so notify the City by way of letter to the Mayor stating such intention and thereby invoking the Arbitration procedure. Such written notice shall be mailed within ten (10) days from the date the Mayor submits his response to the International Representative at this Step Three.

9.06 Time Off for Presenting Grievances. An employee and his Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors. Grievance Representatives shall be allowed adequate time, as approved by the supervisor, off of the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard.

9.07 Grievance Representatives. Grievants and Grievance Representatives shall not receive overtime pay to engage in grievance activities provided for herein; however, grievance meetings at Step Three shall be held at a time agreeable to all parties. The Bargaining Unit shall notify the Mayor, in writing, of the names of Grievance Representatives and the Grievance Chairman within thirty (30) days of their appointment.

9.08 Time Limits. It is the City Administration's and the Union's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the grievant and the City Administration's designated representative may mutually agree, at any Step, to short time extensions for the City's answer, but any such agreement must be in writing and signed by the parties. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual consent. Where a response from the City is not forthcoming within the specified time limits, the grievance will proceed to the next step of the Grievance Procedure.

9.09 Representatives in Meetings. In each step of the Grievance Procedure outlined in this Article, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure, it may be

beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative or representatives has input which may be beneficial in attempting to resolve the grievance.

9.10 Grievance Form. The City Administration and the Union shall develop jointly a Grievance Form. Such Forms will be supplied by the Bargaining Unit. The Form is to be prepared in triplicate. Copies of the completed Form, including the action taken, will be distributed as provided in Section 9.06. The jointly developed Grievance Form will be made available to the Grievance Representatives.

9.11 Working Days. For the purposes of counting time, "working days" as used in this Agreement will not include scheduled days off, approved leaves or holidays.

9.12 Nondiscrimination. No employee or official of the Union shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under this Procedure.

9.13 Grievance Settlement. A grievance which the City and the Union settle shall not serve as a precedent for any other grievance unless the City and the Union agree in writing that it will serve as a precedent.

## ARTICLE X    ARBITRATION

10.01 In the event a grievance as set forth in Article IX is unresolved, either party may have recourse to binding arbitration. Notice of intent to arbitrate must be provided within ten (10) working days of the written response at Step 3 of the grievance procedure.

Upon the serving of notice to arbitrate, the parties will promptly meet to agree upon the selection of an arbitrator. If the parties are unable to mutually agree upon the selection of an arbitrator, they will have recourse to the procedures of the Office of Arbitration Services of the Federal Mediation and Conciliation Services. The parties shall meet and strike names from the list provided by the Federal Mediation and Conciliation Service until one name remains. That person shall serve as arbitrator.

The arbitrator shall have no authority to add or to delete from the contents of this Agreement. The arbitrator's award shall be final and binding.

The arbitrator shall render his decision within thirty (30) days from the closing of the arbitration hearing, except that if post-hearing briefs are to be filed, then the hearing shall be deemed closed on the date set for submitting the briefs to the arbitrator. The fees and expenses of the arbitrator will be shared jointly by the parties. Each party will bear its own expenses.

## ARTICLE XI LABOR RELATION MEETINGS

11.01 The City Administration and the Union recognize the benefit of exploration and study of current and potential problems and differences. Accordingly, the Union and the City Administration agree to establish a joint study committee to function during the term of this Agreement to develop approaches and possible solutions to matters of vital concern to both.

The types of matters which can be the subject of these discussions are such things as major changes in operations contemplated by the City Administration which will affect members of the Union, written policy rules and regulations of the City, and concerns of the bargaining unit relative to equipment, uniforms, etc.

The Committee shall study, explore and make recommendations to the Union and the City Administration during the term of this Agreement concerning labor relations problems referred to the Committee by the parties. The Committee shall consist of the three (3) members of the negotiating team from the Union and the Mayor and/or his designee(s).

The Committee shall meet at least once each calendar quarter and may meet at such other times as agreed to by the City and the Union. The date and time of Committee meetings shall be set by mutual agreement between the City and the Union. The Union, at least twenty-four (24) hours prior to the time set for a Committee meeting, shall submit to the Mayor or his designee a list of all subjects it wishes to place on the agenda for discussion at the meeting. The City, through the Mayor or his designee, shall have the same opportunity to submit agenda items to the Union.

Persons representing either party who are specialists in the subject matter under discussion may be brought into committee meetings by agreement of the parties.

The Committee's authority shall be limited to discussion, exploration and study of subjects referred to it by the Union and the City Administration. Any Committee recommendations to the Union and the City Administration are on a confidential basis; likewise, there shall be no publication that the Committee is meeting on any specific subject without the advance approval of the Union President and the Mayor.

The Committee shall have no authority to bargain for the Union and the City Administration on any issue. The Committee shall not engage in collective bargaining nor in any way modify, add to or delete from the provisions of this Agreement. To the extent that mutual agreement may be reached, the Committee may endeavor to find ways of accomplishing joint objectives consistent with the provisions of this Agreement.

Through these meetings, the Union and the City Administration agree to discuss legitimate and reasonable efforts to maintain and improve the skill, ability and service delivery of the Union and the elimination of unnecessary inefficiencies where such can be shown to exist.

## ARTICLE XII WAGES

~~12.01 The following pay ranges and hourly rates are hereby established as the “Civilian Pay Plan,” and are to become effective on January 2, 2005:~~

<u>PAY RANGE</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<del>€ 2</del>	<del>8.68</del>	<del>9.64</del>	<del>10.67</del>	<del>11.68</del>	<del>12.56</del>
<del>€ 4</del>	<del>10.29</del>	<del>11.25</del>	<del>12.24</del>	<del>13.24</del>	<del>14.26</del>
<del>€ 6</del>	<del>11.70</del>	<del>12.85</del>	<del>13.82</del>	<del>14.84</del>	<del>15.87</del>
<del>€ 8</del>	<del>13.44</del>	<del>14.45</del>	<del>15.51</del>	<del>16.46</del>	<del>17.47</del>
<del>€ 10</del>	<del>14.84</del>	<del>16.09</del>	<del>17.08</del>	<del>18.12</del>	<del>19.09</del>
<del>€ 12</del>	<del>16.42</del>	<del>17.64</del>	<del>18.70</del>	<del>19.73</del>	<del>20.66</del>
<del>€ 14A</del>	<del>18.41</del>	<del>19.73</del>	<del>20.66</del>	<del>21.67</del>	<del>22.74</del>
<del>€ 16</del>	<del>19.20</del>	<del>20.67</del>	<del>21.66</del>	<del>22.74</del>	<del>23.64</del>

<u>PAY RANGE</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<del>€ 14B</del>	<del>16.42</del>	<del>17.64</del>	<del>18.70</del>	<del>19.73</del>	<del>20.66</del>	<del>21.67</del>	<del>22.74</del>

~~12.02 The following pay ranges and hourly rates are hereby established as the “Civilian Pay Plan,” and are to become effective on January 2, 2006:~~

<u>PAY RANGE</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<del>€ 2</del>	<del>8.94</del>	<del>9.93</del>	<del>10.99</del>	<del>12.03</del>	<del>12.93</del>
<del>€ 4</del>	<del>10.60</del>	<del>11.59</del>	<del>12.60</del>	<del>13.63</del>	<del>14.68</del>
<del>€ 6</del>	<del>12.05</del>	<del>13.24</del>	<del>14.24</del>	<del>15.29</del>	<del>16.35</del>
<del>€ 8</del>	<del>13.84</del>	<del>14.88</del>	<del>15.98</del>	<del>16.95</del>	<del>17.99</del>
<del>€ 10</del>	<del>15.29</del>	<del>16.57</del>	<del>17.59</del>	<del>18.66</del>	<del>19.66</del>
<del>€ 12</del>	<del>16.91</del>	<del>18.17</del>	<del>19.27</del>	<del>20.33</del>	<del>21.28</del>
<del>€ 14A</del>	<del>18.96</del>	<del>20.33</del>	<del>21.28</del>	<del>22.32</del>	<del>23.42</del>
<del>€ 16</del>	<del>19.78</del>	<del>21.29</del>	<del>22.31</del>	<del>23.42</del>	<del>24.35</del>

<u>PAY RANGE</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<del>€ 14B</del>	<del>16.91</del>	<del>18.17</del>	<del>19.27</del>	<del>20.33</del>	<del>21.28</del>	<del>22.32</del>	<del>23.42</del>



~~12.03 The following pay ranges and hourly rates are hereby established as the “Civilian Pay Plan,” and are to become effective on January 2, 2007:~~

<u>PAY RANGE</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
C 2	9.21	10.23	11.32	12.39	13.32
C 4	10.92	11.93	12.98	14.04	15.12
C 6	12.41	13.64	14.66	15.75	16.84
C 8	14.26	15.33	16.46	17.46	18.53
C 10	15.75	17.07	18.12	19.22	20.25
C 12	17.42	18.72	19.84	20.94	21.92
C 14A	19.53	20.94	21.92	22.99	24.13
C 16	20.37	21.93	22.98	24.13	25.08

<u>PAY RANGE</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
C 14B	17.42	18.72	19.84	20.94	21.92	22.99	24.13

12.01 The following pay ranges and hourly rates are hereby established as the “Civilian Pay Plan,” and are to become effective on January 2, **2008, reflecting a 3% increase:**

<u>PAY RANGE</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
C-2	9.49	10.54	11.66	12.76	13.72
C-4	11.25	12.29	13.37	14.46	15.57
C-6	12.78	14.05	15.10	16.22	17.35
C-8	14.69	15.79	16.95	17.98	19.09
C-10	16.22	17.58	18.66	19.80	20.86
C-12	17.94	19.28	20.44	21.57	22.58
C-14A	20.12	21.57	22.58	23.68	24.85
C-16	20.98	22.59	23.67	24.85	25.83

<u>PAY RANGE</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
C-14B	17.94	19.28	20.44	21.57	22.58	23.68	24.85

12.02 The following pay ranges and hourly rates are hereby established as the “Civilian Pay Plan,” and are to become effective on January 2, **2009, reflecting a 3% increase:**

<u>PAY RANGE</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
C-2	9.77	10.85	12.01	13.14	14.13
C-4	11.59	12.66	13.77	14.90	16.04
C-6	13.17	14.47	15.55	16.71	17.87
C-8	15.13	16.26	17.46	18.52	19.66
C-10	16.71	18.11	19.22	20.39	21.48
C-12	18.48	19.86	21.05	22.22	23.25
C-14A	20.72	22.22	23.25	24.39	25.60
C-16	21.61	23.27	24.38	25.60	26.61

<u>PAY RANGE</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
C-14B	18.48	19.86	21.05	22.22	23.25	24.39	25.60

12.03 The following pay ranges and hourly rates are hereby established as the “Civilian Pay Plan,” and are to become effective on January 2, **2010, reflecting a 3% increase:**

<u>PAY RANGE</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
C-2	10.06	11.18	12.37	13.54	14.56
C-4	11.93	13.04	14.18	15.34	16.52
C-6	13.56	14.90	16.02	17.21	18.40
C-8	15.58	16.75	17.99	19.08	20.25
C-10	17.21	18.65	19.80	21.00	22.13
C-12	19.04	20.46	21.68	22.88	23.95
C-14A	21.34	22.88	23.95	25.12	26.37
C-16	22.26	23.96	25.11	26.37	27.41

<u>PAY RANGE</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
C-14B	19.04	20.46	21.68	22.88	23.95	25.12	26.37

### ARTICLE XIII CLASSIFICATIONS AND PAY PLAN ADMINISTRATION

13.01 The following is a list of the classifications subject to this Agreement by title and the pay range assigned to the classification.

<u>CLASSIFICATION TITLE</u>	<u>PAY RANGE</u>
1. Account Clerk I	C-6
2. <del>Account Clerk II</del> <b>Utility Billing Specialist</b>	C-12
3. Animal Warden	No Pay Range Assigned
4. <del>Automotive Mechanic</del> <b>Fleet Technician</b>	C-14B
6. Code Enforcement Officer	C-12
7. Deputy Clerk of Court	C-12
6. Electrical Inspector	C-16
8. Equipment Operator	C-14B
10. Facilities Maintenance Coordinator	C-14A
11. <del>Laborer</del>	<del>C-8</del>
12. Park Maintenance Crew Leader	C-14A
<b>13. Forestry Technician</b>	<b>C-14A*</b>
<del>13.14</del> <b>14. Secretary</b>	C-10
<del>14.15</del> <b>15. Streets Foreman</b>	C-16
<del>15.16</del> <b>16. Tax Account Clerk Specialist</b>	C-12

<del>16.</del> <b>17</b>	Typist-Clerk I	C-2
<del>17.</del> <b>18</b>	Typist-Clerk II	C-4
<del>18.</del> <b>19</b>	Typist-Clerk III	C-10
<del>19.</del> <b>20</b>	<del>Water and Sewers</del> <b>Utility</b> Foreman	C-16
<del>20.</del> <b>21</b>	<del>Water and Sewers</del> <b>Utility</b> Technician	C-14B
<del>21.</del> <b>22</b>	<del>Automotive Mechanic</del> <b>Fleet Technician</b> Foreman	C-16
<b>23.</b>	<b>Parks &amp; Recreation Facilities Foreman</b>	<b>C-16</b>
<b>24.</b>	<b>Parks &amp; Recreation Parks Foreman</b>	<b>C-16</b>

\* Pay Range Classification changes referenced herein will be implemented before the across the board increases effective January 2, 2005 ~~8~~ are applied. An employee being moved to a higher pay grade will be placed in the lowest step within the new grade that results in a pay increase of **more than \$.25 per hour** before application of the across the board increase. Thereafter, progression through the pay range will be as described in section 13.03.

13.02 Titles Used and Pay Ranges Applied to Classes. The meanings of the position titles used in this Agreement shall be defined by classification specifications contained in the "Position Classification Plan" as prepared and approved by the Gahanna City Civil Service Commission. A copy of the position classification plan shall be maintained in the offices of the Civil Service Commission. It is understood and agreed that the Civil Service Commission has jurisdiction over classification specifications and plans to the extent provided in the City Charter, and in Ordinance No. 40-70. It is further understood that the City shall retain all its rights, duties and obligations regarding the classification plan, subject to the provisions of this Agreement for grievance and arbitration.

Each classification considered subject to this Agreement is included in the listing of classifications in section 13.01 and has a pay range assigned as indicated in section 13.01. The pay range shall be used for payroll purposes and other personnel transactions.

13.03 Pay Plan Administration. The following shall apply to advancement from Step A to Step D in the pay ranges within a classification:

- A. The "entry or probationary step shall be the rate of pay for all newly hired employees in the respective classifications. This rate shall be in effect for the period of the probationary period. Entry may be made, for purposes of recruitment at the discretion of the City, at either Step A, Step B, or Step C.
- B. The A step shall be the minimum rate and shall be the starting rate for the classification after completion of the probationary period. The City may, when necessary for reasons of recruitment, assign Step A, Step B, or Step C pay to a new employee.

- C. Subject to the provisions of paragraph F of this section, an employee, upon the recommendation to and approval of the appointing authority, shall be advanced to the B step on the first day of the first full pay period immediately following satisfactory completion of one year in Step A.
- D. Subject to the provisions of paragraph F of this section, an employee upon the recommendation to and approval of the appointing authority, shall be advanced to Step C on the first day of the first full pay period immediately following the satisfactory completion of one year in Step B.
- E. Subject to the provisions of paragraph F of this section, an employee upon the recommendation to and approval of the appointing authority, shall be advanced to Step D on the first day of the first full pay period immediately following the satisfactory completion of one year in Step C.
- F. Notwithstanding the provisions pertaining to pay increases contained in paragraphs A, B, C and D of this section, the department head or appointing authority may withhold any step increase which would otherwise occur according to the provisions of this section. If the employee's step increase is to be withheld, the employee shall be notified in writing of the reasons for the withholding of the step increase. Such notification shall be given to the employee not later than ten (10) calendar days prior to the effective date of a scheduled increase. If an employee's increase is withheld a second time he shall be subject to discharge.

When the employee is notified of the denial of step increase, the employee shall be notified of the reasons for the denial. The employee shall have the reasons for the denial of the step increase reviewed at six (6) month increments following the original denial. Employees may appeal the withholding of the step increase through the grievance procedure of this Agreement.

**13.04 Pay Period.** All employees whose salaries are provided for by this Agreement shall be paid on a bi-weekly basis (or pay period), 12:01 a.m. Monday through 12:00 midnight Sunday shall consist of a week for pay purposes, except where this would be in conflict with other official regulatory provisions or unless provided otherwise by the City Council.

**13.05 Original and Promotional Probationary Period.** Employees originally hired or rehired into positions in the Bargaining Unit shall serve a probationary period of one hundred eighty (180) days from date of hire. An employee who is promoted within the classification title shall be required to serve a promotional probationary period of one hundred eighty (180) days following the promotion. If an employee does not satisfactorily complete the promotion probationary period, the employee shall be returned to the classification and rate of pay that he held immediately prior to the promotion.

13.06 Annual Service Credit Payment. Employees shall receive, in addition to other pay provided for herein, an annual service credit payment based on the years of continuous service with the City of Gahanna according to the following table:

Effective January 2, 200~~5~~ **8**

<u>YEARS</u>	<u>DOLLAR AMOUNTS</u>
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More than 5 but less than 10 years	<del>\$700.00</del> <b>\$800.00</b>
10 or more years but less than 15 years	<del>\$900.00</del> <b>\$1,000.00</b>
15 or more years but less than 20 years	<del>\$1,100.00</del> <b>\$1,250.00</b>
20 or more years	<del>\$1,300.00</del> <b>\$1,450.00</b>

Effective January 2, 200~~6~~ **9**

<u>YEARS</u>	<u>DOLLAR AMOUNTS</u>
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More than 5 but less than 10 years	<del>\$725.00</del> <b>\$825.00</b>
10 or more years but less than 15 years	<del>\$925.00</del> <b>1,025.00</b>
15 or more years but less than 20 years	<del>\$1,125.00</del> <b>\$1,275.00</b>
20 or more years	<del>\$1,325.00</del> <b>\$1,475.00</b>

~~Effective January 2, 2007~~

<del><u>YEARS</u></del>	<del><u>DOLLAR AMOUNTS</u></del>
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<del>More than 5 but less than 10 years</del>	<del>\$750.00</del>
<del>10 or more years but less than 15 years</del>	<del>\$950.00</del>
<del>15 or more years but less than 20 years</del>	<del>\$1,150.00</del>
<del>20 or more years</del>	<del>\$1,350.00</del>

13.07 Payment of Service Credit. Payment of the service credit payment shall be made in a lump sum, separate check, and will accompany the first full pay period following the employee's anniversary date. Payment shall be based upon continuous years of active service as an employee of the City of Gahanna. An employee who retires from active service with the City prior to an anniversary date shall receive service credit payment on a pro rata basis of 1/12 for each month served from the last anniversary date. For purposes of this section, continuous active service shall include approved military leave. Continuous service shall also include periods of less than six (6) months when the employee is on a previously approved leave of absence. Continuous service shall be as defined in this Agreement.

ARTICLE XIV      RATES FOR EMPLOYEES FOLLOWING CERTAIN PERSONNEL ACTIONS

14.01 General. Notwithstanding the provisions of Article XIII herein, the rates of pay for employees affected by personnel actions of the City according to the following sections shall be as specified in those sections.

14.02 Demotion.

A.      Disciplinary or Other Non-Voluntary Demotion. Whenever an employee is demoted for disciplinary reasons or when a demotion is made without the employee's consent, he shall be paid at the same step level of the lower job classification.

B.      Voluntary or Physical Disability Demotion. Whenever an employee covered by this Agreement requests and is granted a voluntary demotion, or is required to accept a demotion due to disability, his rate of pay shall be at the rate in the lower pay range which is equal to or requires the least reduction in the employee's pre-demotion salary. Such employee shall be eligible for his next step increase, if any, at the same time he would normally have accrued the right to a step increase if the employee is eligible to a rate increase in the new classification.

14.03 Promotion. An employee shall be advanced upon promotion to the lowest step in the higher pay range which also produces an increase in his rate of pay.

14.04 Reallocation. Whenever the Civil Service Commission reallocates a position to a higher classification, the determination of the rate of pay for the employee shall be to the step which results in the employee's rate remaining unchanged or provides the smallest increase in pay. Whenever the Civil Service Commission reallocates a position to a lower classification, the rate of pay for the employee shall be the same as prescribed in paragraph 14.02(A) above. Employees in the classified service shall have the right to appeal reallocations according to the provisions of the grievance procedure.

14.05 Reassignment. Whenever any employee is reassigned from one position in a classification to another position in a different classification having the same pay range assignment or the same maximum rate of pay, the employee's rate of pay shall remain unchanged.

14.06 Re-employment. Whenever any employee is re-employed following layoff for any reason, or is reinstated following an approved leave of absence, his rate of pay shall be at the same step or at the rate in a lower pay range within the classification series which is equal to or requires the least reduction in salary.

## ARTICLE XV      LAYOFF OF EMPLOYEES

15.01 Reasons for Layoff. The City may lay off employees for the reasons of lack of work, lack of funds, abolishment of positions, changes in work routines, or reorganization of departments and divisions. The abolishment of positions shall trigger the layoff of employees according to the provisions set forth herein.

15.02 Order of Layoff. Whenever employees are laid off due to lack of work, lack of funds, abolishment of positions or other reasons specified in this Article, the City shall first lay off any provisional employees in the affected classifications, then part-time certified employees, and then shall lay off workers with permanent certified status. All layoffs shall occur in the inverse order of the seniority of the employees with the employees having the least seniority being laid off first.

15.03 Displacement or Bumping Rights of Employees. An Employee who is to be laid off shall first have the right to displace an employee with less continuous service in the classification of the laid-off employee. If the employee has no opportunity to displace another employee in his classification, then the employee shall have the right to displace an employee in any lower classification in the laid-off employee's classification series, as set forth in Appendix A, who has less continuous service. If the employee has no right to displace another employee within his classification series as set forth in Appendix A, the employee may displace an employee in a lower classification in another classification series provided the displacing employee has greater seniority than the employee being displaced in the lower classification in the other classification series. Displacement shall occur concurrently with or no later than two weeks after the date the employee was to be laid off from the classification held at the time of layoff. In all cases, an employee may displace a less senior employee only if the displacing employee is qualified to perform the work in the classification of the employee being displaced.

15.04 Layoff Lists. Immediately following the layoff of employees, the City shall create lists containing the names of laid off employees in the order of their seniority. These lists shall be utilized for the purposes of recalling employees to vacant positions. Employees shall have the right to remain on a layoff list for a period equal to the length of their employment with the City up to two (2) years.

15.05 Recall From Layoff Lists. Employees shall be recalled, when vacant positions exist, in the order that the employees are listed on the recall lists provided that the employee being recalled is qualified to perform the work of the position to which he is being recalled. Certified employees on recall lists shall be rehired to positions in classifications prior to the employment of any other employees provided the recall lists still exist. Employees on the recall list shall be given a ten (10) work-day period from the date of their receipt of the offer of reemployment within which to accept the reemployment and return to work. Employees who fail to return to work or respond to the notice of reemployment shall be removed from the recall lists and lose any and all rights of reinstatement or reemployment. Any employee on layoff status whose name appears on a recall list who is disabled or otherwise unable to perform the duties in the

classification from which he was laid off shall be maintained on the recall list for the period established in this section and if an offer of recall is made and not accepted, the City may recall the next name on the list.

15.06 Appeals. All appeals from layoff are subject to the grievance and arbitration procedure. Such appeals shall enter the grievance procedure at the step prior to arbitration. Such appeals shall be filed within ten (10) working days of notice of layoff being given.

## ARTICLE XVI      HOURS OF WORK AND OVERTIME

16.01 Hours of Work and Work Week. The work week shall normally consist of forty (40) hours based on a five (5) consecutive eight (8) hour work day and two (2) consecutive days off. The salary and wage ranges prescribed in the pay plan for the respective classifications are based on an average work week of forty (40) hours in a work year of 2,080 hours. The City and the Union agree that the City may implement a four (4) day, ten (10) hour per day, work week.

**16.02 Temporary Schedule Changes. The City may change the schedules of Parks and Recreation Department employees on a temporary basis to include up to six days per calendar year. Notice of a temporary schedule change will be given no less than two weeks before the affected work weeks. This limit on temporary schedule changes does not establish any guarantee of a specific regular work week schedule and does not change the City's right to establish or change an employee's regularly scheduled work week.**

16.0~~2~~ **3** Seniority Bidding. If the City implements multiple shifts or multiple schedules, employees will be allowed to bid on the available shifts or schedules by seniority. The bidding will occur as follows:

When a new shift or schedule is established for a job or jobs, employees in those jobs will be given the opportunity to bid on available shifts or schedules by seniority, with the person with the greatest total City seniority having first selection, and so on, until all available shifts or schedules are filled.

If multiple shifts or schedules are established and bid on under this Article, shift and schedule assignments will be posted for re-bidding in November and May of each year for assignments to begin on January 1 and July 1, respectively.

The City reserves the right to change an employee's shift assignment for operational needs or to insure the safety of an employee or the public. In addition, the City has the right to make a temporary change in an employee's shift assignment for emergency reasons.



~~16.03~~ **4** Report-In Pay. When an employee reports for work on a regular work day, at his usual starting time, and has not been provided notice not to report to work for that day, and the employee is sent home prior to the end of his regular work shift, the employee shall be paid for a minimum of four (4) hours for report-in pay or for the hours actually worked, whichever is greater.

~~16.04~~ **5** Overtime and Compensatory Time. Employees shall be compensated at their straight rates for all hours in paid status, except that all hours worked in paid status in excess of eight (8) hours in any work day ten (10) hours in a four (4) day work week as prescribed, or forty (40) hours in a work week shall be compensated at the rate of one and one-half (1½) times the employees' regular hourly rate of pay.

Employees shall be paid at the time and one-half rate for all time worked over forty (40) hours in a work week. Employees shall be paid at a rate of double time (2x) for all hours worked over 48 hours in a work week. No employee shall be paid for overtime worked which has not been authorized by his supervisor. Overtime shall be paid in increments of one-tenth (1/10) of an hour. For example, an employee who works six (6) minutes or less of overtime shall receive six (6) minutes of overtime pay; an employee who works more than six (6) minutes of overtime up to and including twelve (12) minutes of overtime shall receive twelve (12) minutes of overtime pay, etc. There shall be no pyramiding of overtime. No employee will be paid less, during any continuous shift, than the employee was being paid at the beginning of that shift, just because the hours worked continue from one work day over to another or from one workweek to another. An employee will be paid their straight time rate at the normal start time of their scheduled work day regardless of when the employee began working.

No employee will be required to work more than twelve (12) continuous hours except on a voluntary basis. If an employee(s) has been offered and turns down work after twelve (12) continuous hours, normal call in procedures will be followed, and in the absence of a volunteer, the most junior employee(s) qualified to do the work will be required to work. If the employee(s) who has turned down the offer to work beyond twelve (12) continuous hours is the most junior qualified employee(s), and an employee(s) must be required to work, it will be the next most junior qualified employee(s).

Employees may elect, at the time overtime is worked, to be compensated for overtime by compensatory time off. When elected, compensatory time shall be earned at the same rate as that specified for overtime payment. Compensatory time may accumulate to a maximum of 150 hours. All compensatory time credited to an employee shall, at the time of any separation, be paid to the employee. Compensatory leave requests will be granted except where denied for operational needs.

**An employee may make an annual one-time request for compensation in lieu of paid time off for up to forty (40) hours of unused compensatory leave by making a request in writing to the City Finance Director at one of the**

**following two times: no later than May 1 with payment to be made by the first full pay period following June 1; or no later than October 1 with payment to be made by the first full pay period following November 1.**

16.05 **6 Overtime Assignment.** When overtime is available in a department, it will be offered in order of City seniority, and any established department rotation schedule, to all full-time employees in the department who are qualified to perform the available work. No part-time employee will be offered the overtime until all full-time employees in the department who are qualified to perform the work have been offered and declined the opportunity and a reasonable effort has been made to offer the overtime to full-time qualified employees in other departments. If no full-time employee accepts the overtime, then the most junior qualified employee in the department will be required to work the overtime.

The City will be required only to attempt to contact employees by pager **or cell phone** or, if the employee has not been issued a pager **or cell phone**, by calling the employee's home telephone number. If an employee is not reached in person, the next person will be called.

16.06 **7 Call-In Pay.** When an employee is called back for work by the appointing authority or his designee for hours not abutting his regular shift hours, he shall be paid or credited with a minimum of three (3) hours of pay at time and one-half rate.

Employees shall be paid time and one-half for the time worked on the sixth consecutive day worked, and double time on the seventh consecutive day worked.

16.07 **8 Stand-by Pay.** When an employee is ~~provided with a paging device and~~ required to remain in a limited geographical area at a time on a Saturday, Sunday, or holiday listed in this Agreement which is other than the employee's regularly scheduled work time, the employee shall be considered to be on stand-by ~~status~~. An employee shall receive five (5) hours of pay at the employee's regular, straight-time rate for each Saturday, Sunday, or listed holiday on which the employee is on stand-by status. Stand-by pay shall not be considered as time worked for any purpose under this Agreement. Employees ~~assigned to carry a pager~~ **on stand-by status** are required to be on stand-by from 4:00pm on Friday until 7:00am on Monday for weekend days, and from 4:00 pm the day prior until 7:00am the day after for holidays.

## ARTICLE XVII      UNIFORMS AND EQUIPMENT

17.01 **Uniforms.** Employees required by the Department Head to wear prescribed uniforms in the performance of their duties as City employees, shall be furnished such uniforms and replacements in accordance with the rules established by the Uniform Committee. The uniform shall be furnished, cleaned and maintained by the City and shall consist of winter/summer shirts and pants. These rules shall include provision for Carhart coveralls or bib overalls, pile-type jackets, cap or toboggan, lightweight windbreaker, safety shoes, and gloves. Employees will be

reimbursed up to a maximum of Three Hundred and Fifty Dollars (\$350.00) during the three years of the contract for replacement safety shoes. Equipment is to be worn only when working for the City. Used equipment must be returned before new equipment is provided. The City may choose to provide said uniforms from a uniform rental service or purchase said uniforms and provide a cleaning service or a combination of both. The Uniform Committee shall, by a majority, deem the nature of uniforms to be worn by City personnel. American-made products will be provided if feasible.

17.02 Uniform Committee. The Uniform Committee shall consist of the following employees: Director of Public Service, Division Heads, and two (2) personnel selected by the Bargaining Unit.

17.03 Return of Uniforms. Upon termination, employees shall return all uniforms and equipment furnished by the City, to the City. Failure to return uniforms or equipment authorizes the City to withhold an amount equal to the value of the uniforms and/or equipment.

17.04 Reimbursement for Damage to Personal Property. For personal property, such as eyeglasses or watches, which are damaged in a work-related activity, employees will be reimbursed up to a maximum of \$150.00 in any calendar year, except where the damage is due to the employee's negligence. To be entitled to reimbursement under this Section, the employee must submit an A/I report and present the damaged property to the department manager. Reimbursement will be offset by any amount recoverable by the employee under the City's group vision insurance. Reimbursement will be limited to personal items which an employee must carry or use for performing the job. **No reimbursement shall be made for items available from or provided by the City.**

17.05 Prescription Safety Glasses. Once during the life of the contract, and no more often than once in any twelve month period, an employee who is required to wear safety glasses in performing his or her job can request reimbursement toward the cost of prescription safety glasses with side-shields, up to a maximum contribution by the City of \$200.00.

## ARTICLE XVIII    VACATION LEAVE

18.01 Vacation Year. The vacation year for employees shall end at midnight on December 31st of each year.

18.02 Conditions for Accrual. Each full-time employee shall accrue vacation leave by pay period at the annual rate of workdays based on years of continuous City service as established in the schedules contained in this Article. In computing years of continuous service, as defined in this Agreement, the higher rate of accrual will begin on the first day of the first pay period following the bi-weekly pay period in which a continuous year of service is completed. For accrual purposes, the City shall also consider and include an employee's service from another city or like entity. Proof of full time service with the other city or like entity must be submitted

to the Department of Human Resources within one year of the member's date of hire with the City of Gahanna. The proof of service should include, at minimum, the member's name, dates of service, position title, and verification of full time status written on the letterhead of the city or like entity and signed by the appropriate personnel of that organization.

18.03 Accrual Schedule for Vacation. The following vacation-accrual schedules are established:

<u>YEARS OF SERVICE</u>	<u>PAID VACATION HOURS PER YEAR</u>	<u>PAID VACATION DAYS PER YEAR</u>
Date of Hire but less than 4 years	104 hours	13 days
4 years but less than 8 years	136 hours	17 days
8 years but less than 12 years	152 hours	19 days
12 years but less than 16 years	176 hours	22 days
16 years but less than 20 years	192 hours	24 days
20 years or more <b>but less than 26 years</b>	200 hours	25 days
<b>26 years or more</b>	<b>216 hours</b>	<b>27 days*</b>

**\*This new rate of accrual will be effective 1/2/2008 for those employees with 26 or more years of service on 1/2/2008.**

18.04 Vacation Carry-Over. An employee may carry over each year the amount of vacation as established above. However, the amount of vacation time carried over into the following year must be used prior to December 31 of said year subject to section 18.05 below.

18.05 Additional Considerations. An employee may make an annual one-time request for compensation in lieu of paid time off for up to one (1) week of accrued vacation by making a request in writing to the City Finance Director no later than May 1 with payment to be made by the first full pay period following June 1 or no later than October 1 with payment to be made by the first full pay period following November 1.

An employee in full-time status who is to be separated from the City service through resignation, retirement or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for unused vacation leave in lieu of granting such employee a vacation leave after his last day of active service with the City.

18.06 Payment at Death. When an employee dies while in paid status in the City service, any unused vacation leave to his credit shall be paid in a lump sum in accordance with Ohio Revised Code, Section 2113.04.

18.07 Use of Vacation Leave. All vacation leaves shall be taken at such time or times at the discretion of and as approved by the appointing authority. Vacation leaves may be taken in

multiples of one **half** (1/2) hour. More than one Bargaining Unit employee may be on vacation leave at one time.

## ARTICLE XIX      HOLIDAYS

19.01 Holidays. The following are designated as paid holidays for all employees. Employees shall receive eight (8) hours holiday pay for each of the holidays listed.

1. New Years Day
2. Martin Luther King Day (3rd Monday in Jan.)
3. Presidents Day (3rd Monday in Feb.)
4. Memorial Day
5. Independence Day (July 4)
6. Labor Day (1st Monday in Sept.)
7. Columbus Day (2nd Monday in Oct.)
8. Veterans Day (November 11)
9. Thanksgiving Day (4th Thursday in Nov.)
10. Day after Thanksgiving Day
11. Christmas Eve (December 24)
12. Christmas Day (December 25)
13. Any additional holiday for City employees declared by the Mayor

19.02 Work on Holiday. Employees who are required to work on a holiday shall receive compensation for all time actually worked on the holiday. Employees shall be paid, in addition to their holiday pay, at a rate of time and one-half (1½x) their normal hourly rate. There shall be no pyramiding of holiday leave and/or pay.

19.03 Holiday Time Off. When a holiday falls on the first day of an employee's regularly scheduled days off, it shall be celebrated on the previous day; and when a holiday falls on the second day of an employee's regularly scheduled days off, it shall be celebrated on the following day. If the four (4) ten-hour day work week necessitates more than a two-day weekend, a holiday which falls on either of the first two days shall be celebrated on the last previous work day; and a holiday which falls on any other day of such days off shall be celebrated on the next subsequent work day. Part-time employees shall not be compensated for holidays; however, they shall be paid for work performed on a holiday at the rate set forth in this Article.

For each holiday observed on an employee's work day, said employee will be excused from work on such day, if feasible. If one of the listed holidays occurs while an employee is on vacation leave, such day shall not be charged against vacation leave.

19.04 Holiday Pay and Sick Leave. Whenever an employee is not in paid status for any part of the work day prior to a holiday and any part of the work day immediately following the holiday,

he shall not be paid for the holiday unless he worked the holiday. The use of sick leave on the day before or the day after a holiday may require a doctor's certificate regardless of the number of days marked off.

## ARTICLE XX      INSURANCE

20.01 Life Insurance. The City agrees to provide term life insurance on the life of each employee in the amount of \$50,000 or twice the employee's annual salary, whichever is greater, with provision for double that amount of coverage in the event of accidental death.

20.02 Medical Insurance. The City will continue to provide comprehensive hospitalization, surgical, major medical and additional physicians' services coverage with the City paying all of the premiums for both single and family coverage except for the member contributions set forth below:

Effective Date	Steelworkers Health and Welfare Fund Preferred Provider Plan				
	Individual	Employee/Child	Employee/Children	Employee/Spouse	Family
<del>1/1/05</del>	<del>7% - \$5.00 max</del>	<del>7% - \$13.00 max</del>	<del>7% - \$15.00 max</del>	<del>7% - \$17.00 max</del>	<del>7% - \$20 max</del>
<b>1/1/08</b>	6% - \$12.00 max	6% - \$33.00 max	6% - \$37.00 max	6% - \$42.00 max	6% - \$50 max

Prior to January 1 of each calendar year of this contract, a cost comparison regarding employee group medical insurance will be made. In the event the net-cost\* of premiums for the Steelworker Health and Welfare plan is equal to or greater than the net-cost\* of premiums for coverage of the plan of similar design (meaning the same, or substantially similar major medical coverage) provided to non-Steelworker employees, the employee contribution for the Steelworker employees will be increased on that January 1<sup>st</sup> as follows:

Effective Date	Steelworkers Health and Welfare Fund Preferred Provider Plan				
	Individual	Employee/Child	Employee/Children	Employee/Spouse	Family
First Year of Implementation	6% - <del>\$12.00 max</del>	6% - <del>\$33.00 max</del>	6% - <del>\$37.00 max</del>	6% - <del>\$42.00 max</del>	6% - <del>\$50 max</del>
Second year of implementation	6%	6%	6%	6%	6%

Once the new employee contributions are implemented, they will remain in effect regardless of subsequent changes in cost.

\*Cost to the City after the employee contribution has been deducted

20.03 Prescription Drugs: Effective January 1, 2004, the plan will provide for employee contributions toward the cost of prescription drugs as follows: \$5.00 co-pay for generic drugs, \$10.00 co-pay for name-brand drugs, \$10.00 co-pay for generic drugs through the mail-order program, and \$20.00 co-pay for non-generic drugs through the mail order program. Effective January 1, 2004, there will be a maximum annual out-of-pocket cap of ~~\$300~~ **\$1,500** on employee contributions towards the purchase of generic and non-generic drugs where generic drugs are not available. For any name-brand prescription purchased to apply toward the ~~\$300~~ **\$1,500** cap, there must be a note provided by the pharmacist verifying that there is no generic drug available. In addition, effective January 1, 2004, if a prescription is written for a drug where a generic is available, the member must choose the generic or the member will pay the difference in price, per the Steelworker Health and Welfare Fund Summary of Preferred Provider Organization Benefits.

20.04 Dental and Vision Insurance. The City will provide vision and dental insurance coverage for employees of the Bargaining Unit, which plans will have at least equivalent benefits provided at the time this Agreement is executed. The City will pay the entire premiums for the vision and dental coverage.

20.05 Cost Containment. If premium rates increase during the life of this Agreement, the parties agree to meet and discuss the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage, and alternate means of providing coverage. The Union recognizes the right of the City to secure alternate insurance carriers and to modify insurance coverage so as to continue to provide equivalent or better benefits, which measures may be used to maintain or lessen premium costs.

The City agrees to meet and discuss any proposed modifications in the insurance plan or change of carrier prior to the time any modifications or change of carrier would be implemented.

In the event that the cost for coverage under the Steelworker Health and Welfare Fund PPO Plan increases by 25% or more, then the parties will meet to bargain over possible replacement coverage.

If an employee or a dependent is informed that an inpatient hospital admission is necessary, the admission must be pre-certified by Highmark Health Care Management Services prior to a planned admission or within 48 hours of an emergency or maternity-related admission. If no pre-certification is made and it is later determined that all or part of the of the inpatient stay was not medically necessary or appropriate, the patient will be responsible for any costs not covered.

**20.06      Insurance Waiver.      Any employee who elects not to be covered by the medical plan offered by the City and can demonstrate they have coverage by another plan other than the plan the city offers may elect a cash payment of one thousand dollars (\$1,000) per year, paid through a yearly election. Employees will receive this cash payment during the month of December and must be in Active Paid Status at the time the check is issued. This amount will be pro-rated for any new hires from the date they are eligible to begin coverage until the end of the calendar year.**

**ARTICLE XXI      SICK LEAVE**

21.01 Sick Leave Use. Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee, medical, dental or optic examination or consultation by a licensed practitioner or pregnancy of the employee; (2) exposure of the employee to contagious disease communicable to other employees; or (3) serious illness, pregnancy or injury in the employee's immediate family where the employee's presence is reasonably necessary.

21.02 Sick Leave Accumulation. Bargaining Unit employees shall accumulate sick leave at the following rates:

<u>Years of Service</u>	<u>Sick Leave Hours Per Year</u>
Date of hire up to 6 years	120 Hours per year-15 days
6 years up to 11 years	128 Hours per year-16 days
11 years up to 16 years	136 Hours per year-17 days
16 years or more	144 Hours per year-18 days

Sick leave shall accumulate without limit. In computing years of service, the higher rate of accrual will begin on the first day of the first pay period following the bi-weekly pay period in which a year of service is completed.

21.03 Charge of Sick Leave. Sick leave may be used in segments of not less than one-half (1/2) hour.

21.04 Examination Requirement. The Department Head ~~or Service Director~~ may require an employee who has been absent in excess of three (3) working days 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 for by the City, to establish that he is ~~not disabled from the performance of his normal duties, that he is able to perform the material and substantial duties~~ **essential functions** of his position, ~~and/or that his return to duty will not jeopardize the health and safety of other~~



employees. ~~A doctor's certificate shall be required for all absences of more than five (5) work days.~~ **An employee who disagrees with the determination can resort to the procedures described in Article XXII, Section 22.04.**

21.05 Proof of Illness. **A doctor's certificate shall be required for all absences of more than five (5) work days.** ~~If an employee fails to submit adequate proof of illness or injury the~~ **required doctor's certificate** ~~or in the event such proof as is submitted or upon the request of medical examination, the Department Head and/or Service Director finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.~~

21.06 Abuse of Sick Leave. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

~~21.07 Part Time Employees. Part time employees, and all other employees not in full time status, shall not be eligible to accrue or utilize sick leave benefits.~~ 21.08 Absence Without Leave. Any employee who fails to report for a period of three (3) work days is considered to have resigned. However, such resignation may be rescinded at the discretion of the Department Head and Mayor within thirty (30) calendar days of the date the employee was absent.

~~21.09~~ **21.08 Sick Leave Conversion at Retirement or Resignation.** Bargaining Unit employees, at the time of their retirement or resignation in good standing, shall receive payment based on the employee's rate of pay at retirement or resignation for 50% of the accumulated sick leave up to a maximum of 1,200 sick leave hours but not less than that accumulated at the effective date of the 1990 Agreement. Above 1,200 hours, payment shall be at 25% of accumulated sick leave. All severance pay shall be paid at the employee's current rate of pay. In the event an employee dies, payment under this section shall be made as provided in Ohio Revised Code, Section 2113.04.

All employees who, as of February 23, 1985, were entitled to convert sick leave at the rate of 60% of accumulated unused sick leave will be entitled to convert such sick leave at 60%. All sick leave accumulated after February 23, 1985 shall be converted at a rate of 50%. Prior to use of sick leave hours at the 60% conversion rate, all sick leave hours of 50% will be used.

~~21.10~~ **21.09 Special Major Medical Leave.** For all Bargaining Unit employees with five (5) or more years of full-time, City of Gahanna service, a period of six (6) months at full pay will be provided for special major medical leave. Additional increments of thirty (30) days can be granted with approval of the Mayor and City Council. This special leave shall provide for payment to the employee from the thirtieth (30th) calendar day of the accident or illness of the employee. This leave is only to be used for incidents involving the employee and is not to be used for major medical incidents involving family members. 'Major medical' shall be defined as any debilitating disease or injury that by its nature requires a lengthy confinement or convalescence sufficient to exhaust an employee's accrued sick leave and vacation. Major medical leave may be used after other benefits from Article XXI have been used. Major medical

leave is not available to an employee for any duty-related disabling injury for which the employee has taken leave under Section 23.03. An employee on major medical leave shall not accrue sick leave or vacation time.

No special major medical leave payments shall be made to any employee who is working for another employer. Fraudulent actions automatically preclude employees from receiving any special major medical benefits. If a payment is made pursuant to a fraudulent claim, the employee shall repay the City immediately. An employee on special major medical leave shall maintain biweekly contact with the department head or designee during the period of time they are disabled unless the ~~Service Director~~ of Human Resources or the Department Head approves a different frequency for contact. An employee shall notify the department head or designee at least seven (7) days before their expected return to work date to reconfirm that date.

## ARTICLE XXII      MEDICAL EXAMINATIONS

22.01 General. The City may require examinations of an employee ~~and applicant for employment, to determine the employee's ability to perform the material and substantial duties~~ essential functions of the employee's position ~~and assignment or to determine an applicant's ability to perform the material and substantial duties of the applicant's or~~ prospective position. The City may include as part of any examination, tests and analyses of bodily fluids when there is reasonable cause to believe that an employee's ~~or an applicant's~~ use of alcohol or a drug of any type: could adversely affect the employee's ability to perform the ~~material and substantial duties of his position or could adversely affect the applicant's ability to perform the material and substantial duties of his prospective~~ essential functions of his position; could create a risk of harm to the employee's fellow employees ~~or the applicant's prospective fellow employees;~~ or could create a risk of harm to the public safety and welfare.

~~22.02 Safety of Employees. Examinations are intended to guard the health and safety of employees and will be ordered when, as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, there is concern for an employee's ability to perform the material and substantial duties of his position.~~ 22.03 Refusal. Refusal of an employee to submit to an examination will be considered insubordination and may be grounds for discipline which may include dismissal. Discipline in connection with this section shall be subject to the grievance and arbitration procedure.

~~22.04~~ 22.03 Utilization of Sick Leave. If an employee after examination is found to be unable to perform the ~~material and substantial duties~~ essential functions of his position, then the employee may utilize accumulated sick leave or other leave benefits (including but not limited to workers' compensation, if eligible) ~~and other insurance programs.~~

~~22.05~~ 22.04 Examination. Employees who have been determined by a City-required examination as unable to perform the ~~material and substantial duties~~ essential functions of their position may ~~submit the report or results of an examination~~ obtain an opinion from a physician

of the employee's choosing with the cost borne by the employee. If the two examinations differ in their conclusions as to the employee's ability to perform the material and substantial duties essential functions of his position, then ~~the attending examiners shall appoint a third neutral examiner~~ **the employee shall submit to an examination by a practitioner mutually appointed by the City and the Union** who shall be paid by the City to conduct an examination whose findings shall be considered final and ~~not appealable under the grievance procedure~~ **binding. If the City and the Union cannot agree on a third-party practitioner within thirty (30) days, then the two practitioners shall mutually appoint a third-party practitioner.** The City will provide the examining practitioners with any necessary documentation, incident reports or related materials ~~as necessary.~~

~~22.06 Disability Separation. If an employee refuses to go on a leave status or requests paid or unpaid leave, the employee may be placed on an unpaid leave or disability separation. Such actions 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. The right to reinstatement shall last for a period of one year. If the employee does not return within that period, he shall be deemed separated.~~

~~22.07 Costs. Any costs for examinations of employees required by the City shall be paid by the City. Employees shall have the right to submit examination reports, at the employee's expense, which would respond to the question of an employee's ability to perform the material and substantial duties of his position.~~

**22.05 Disability Separation. An employee will be subject to Disability Separation in either of the following circumstances: a physician has determined that the employee will never be able to return to work; the employee is unable to return to work six (6) months from the first date the leave commenced or at the point when the employee has exhausted all time off whichever is later. If at any point within one (1) year from the first date the leave commenced the employee submits medical information that substantiates the employee's ability to perform the essential functions of his position, the employee will be reinstated and, if the position has been filled, then applicable bumping and lay-off procedures will apply. Medical information submitted by the employee will be subject to review and a possible second and third opinion as set forth in Section 22.04.**

## **ARTICLE XXIII    ~~DISABILITY (DUTY INJURY) LEAVE~~**

23.01 Duty-Injury. Bargaining Unit employees shall be allowed injury leave with pay for each service-connected injury (hereinafter "Duty Injury"), provided such injury is reported to the employee's immediate supervisor within six (6) hours of such injury, ~~but under unusual conditions, no later.~~ **Notice provided after six (6) hours will be acceptable only where there are circumstances to justify the delay and in no case will injury leave be granted if the required notice is given more** than twenty-four (24) hours **after the injury.** In the absence of the employee's immediate supervisor, the injury may be reported to any supervisory or

~~administrative official of the City of Gahanna. Any disability leave must receive~~**management person in the Department. Any request for Duty Injury leave is subject to** approval by the Department Head and the ~~Mayor~~**Human Resources Department**.

23.02 **Report of Cause for Duty-Injury.** A report of the cause of all injuries, signed by the employee, the immediate supervisor, and the ~~division and department heads~~**head**, shall be submitted to the ~~Mayor~~ **Human Resources Department** or ~~Department Head~~ within two (2) work days of the date of the injury, on forms designed and furnished by the City. The ~~Mayor or Department Head~~ **Director of Human Resources** may arrange to have the injured person examined by a qualified physician other than the employee's own personal physician, and if, in the judgment of the ~~Mayor~~ **Director of Human Resources** and ~~the~~ Department Head, the injury was sustained while on duty with the City **and prevents the employee from working**, the employee shall be continued on the payroll according to the provisions of this Article. ~~If the physician designated by the City is of the opinion that the employee is capable of performing his regular duties, the employee shall be informed by the Department Head to return to work.~~

23.03 **Length of Duty-Injury Disability Leave.** Employees who have verified duty-related disabling injuries, ~~injuries that render the employee unable to perform the material and substantial duties of their position,~~ **injuries** shall be eligible for duty- injury-disability leave for up to nine (9) months. An employee on duty- injury-disability leave shall not accrue sick leave or vacation time.

23.04 ~~Physician's Report. A report made by the physician designated by the City, if applicable, shall be filed in the employee's personnel record within three (3) months. If the physician designated by the City is of the opinion that the employee is capable of performing his regular duties, the employee shall be informed by the Department Head to return to work.~~ 23.05 **Light Duty.** ~~If the Light Duty.~~ If a physician designated by the City is of the opinion that the employee is capable of performing regular duties, **the employee will be instructed to return to work, subject to the provisions of Section 23.06. If** a physician recommends that ~~thean~~ employee ~~might be granted light~~**is able to perform restricted work** duties for a period of time, the employee may be so notified, and may be recalled to work and given whatever ~~if there is~~ light **duty** work is available **which the employee is qualified to perform**. If the employee is injured to the extent that he is unable to perform his regular duties after the maximum injury leave allowance, but is capable of performing other duties which are available to him in the municipal service and other work is available, the Department Head to whom he will be assigned upon his return will submit a statement of his new duties to the Civil Service Commission, and the Commission, after due investigation, will classify the job and recommend a range to Council, if an appropriate classification and pay range does not already exist covering the work to be performed. If the injured employee elects to return to work, he shall be employed in the new classification, and at the appropriate rate within the range for that class. ~~When~~**If he is** able to resume his former duties **at any point in time within one (1) year of the original injury**, he shall be restored to his previous job at the Step at which he was paid when the injury occurred. This provision does not require the City to create work or otherwise provide work or create a job where none exists.

~~23.07~~ **523.05** Temporary Total Benefits. ~~In the event of a service-connected injury while in the active discharge of duty, and for which the employee shall be entitled to temporary total disability payments from the Workers' Compensation Bureau, the employee shall receive his full pay as an advance for a period not to exceed nine (9) months, subject to re-evaluation after six (6) months. Any reimbursement as a result of workers' compensation reduces, by the amount of the reimbursement, the amount paid as an advance so that wages reported by the City are correspondingly reduced and the City recovers an amount equal to the amount of the advance paid, up to the amount of the reimbursement.~~ Employees who are injured while on duty shall file for the workers' compensation benefits according to the workers' compensation law and regulations. Such filing ~~shall~~ **may** include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City. As a condition to receiving disability leave, **should** the employee **receive any temporary total compensation, they** must submit ~~all temporary total compensation~~ **the entire amount** to the City to which the employee is entitled under workers' compensation for the period the employee is receiving benefits, in compensation, from the City. The requirement for reimbursement by the employee of temporary total compensation will cease at the time the City ceases disability payments. **duty injury leave payments. The City shall continue the employee's full salary during the injury leave. In the event the City elects to have the employee apply for Temporary Total Disability (TTD) benefits, the employee will be required to reimburse the City for all TTD benefits received for any period of injury leave.**

**Should the employee receive Duty Injury leave, and one of the following occurs:** ~~In the event an the employee is determined to be ineligible for temporary total benefits~~ **under Bureau of Worker's Compensation guidelines, the employee is determined by a physician to have reached Maximum Medical Improvement, or a physician determines the employee is able to return to work,** the amount of any advance **duty injury leave** received under this Article will be **terminated** ~~set off against~~ **and any further wages and/or will be allocated to** sick leave **should the employee continue to stay off work.**

23.06 Third-Party Examination. If the employee disagrees with the determination of the City-appointed physician or other appropriate licensed practitioner, the employee may submit an examination report from a licensed practitioner of his choice. If the opinion and conclusions of the City-appointed and employee-retained practitioners differ, the employee shall submit to an examination by a practitioner mutually appointed by the City and the Union. If the City and the Union cannot agree on a third-party practitioner within thirty (30) days, then the two practitioners shall mutually appoint a third-party practitioner. The opinion and conclusion of the third practitioner shall be binding.

**While waiting for the 3<sup>rd</sup> party neutral examination to occur, the employee will be placed on paid administrative leave. Once the 3<sup>rd</sup> party physician makes a determination,**

the employee's pay status for the time awaiting that determination will be adjusted accordingly.

23.07 Disability Separation. An employee will be subject to Disability Separation in either of the following circumstances: a physician has determined that the employee will never be able to return to work; the employee is unable to return to work six (6) months from the first date the leave commenced or at the point when the employee has exhausted all time off whichever is later. If at any point within one (1) year from the first date the leave commenced the employee submits medical information that substantiates the employee's ability to perform the essential functions of his position, the employee will be reinstated and, if the position has been filled, then applicable bumping and lay-off procedures will apply. Medical information submitted by the employee will be subject to review and a possible second and third opinion as set forth in Section 23.06.

#### ARTICLE XXIV SPECIAL LEAVES

24.01 Jury Duty Leave. An employee, while serving upon a jury in any court of record, will be paid his regular salary for each of his work days during the periods of time so served. Time so served shall be deemed active and continuous service for all purposes.

24.02 Court Leave. Time off with pay shall be allowed employees who are required to attend any court of record as a witness for the City.

24.03 Examination Leave. Time off with pay shall be allowed employees to participate in Gahanna Civil Service tests or to take an examination, pertinent to their City employment, before a State or Federal licensing board.

24.04 Military Leave. An employee shall be granted military leaves of absence or separation with reinstatement rights in accordance with State reserve training and, if under active orders to attend training exercises or programs on an annual basis, shall be permitted annual military leave on that basis. The employee shall suffer no loss of benefits or wages as a result of his participation. The City shall pay the employee during his absence the amount normally earned less the amount paid by the military during the period. Certification of the employee's military pay shall be required of the employee in order for the employee to be eligible for this difference in pay.

Whenever an employee returns from military leave, he shall be restored to a position in his former classification at the step which corresponds to the step he received at the time of his departure and, in addition, shall be granted any increases to which he would have been entitled had he not entered military service.

24.05 Emergency Leave of Absence. An employee may be granted a leave of absence without pay upon request to his supervisor, subject to the approval of the Department Head, for short-term absences necessitated by unusual circumstances or emergencies. Leaves of absence without pay may not exceed seven (7) days. An employee who intends to be absent or to request

leave without pay shall report the reason therefore to his supervisor prior to the date of absence when possible and in no case later than midshift on the first day of absence.

24.06 Absence Without Leave. All unreported absences shall be considered as absence without leave and loss in pay shall be automatic for the period of absence. Such unreported leave may also be made the grounds for corrective action, including dismissal or suspension.

24.07 Funeral Leave. Employees shall be entitled to three (3) consecutive work days, including the day of the funeral, and may, with written approval of the Department Head, be granted two (2) additional work days with pay at his regular straight hourly rate for a death in the immediate family.

24.08 Family Medical Leave. The City will allow employees all leaves and other rights as required by the federal Family and Medical Leave Act. Any paid or unpaid leaves provided by this Agreement which are used for purposes that could have been taken under the FMLA will be credited against the employee's time available under the FMLA. Employees on FMLA leave are required to exhaust available paid leave. This Article establishes notice that any paid or unpaid time taken under this Agreement will be credited against time available under the FMLA.

It is recognized that employees, in appropriate circumstances, may preserve their employment status with the City when FMLA leave has been exhausted. Employees who remain employed after the expiration of FMLA leave will use any accrued, but unused, paid time off benefits; however, the employee will not continue to accrue additional benefits entitlements after exhaustion of his or her FMLA leave and all paid leave. In addition, employees who remain employed with the City after their FMLA leave and all paid leave has been exhausted will be afforded the opportunity to continue medical insurance under federal law (COBRA), and the employee will be responsible to pay the COBRA premiums.

#### **24.09 Blood Donation Release Time**

**Up to one hour of release time will be given to employees once per calendar year during their work day to donate blood at any City-sponsored blood donation event. Request for approval must be made no less than 48 hours in advance. Approval will be given except where denied for operational needs. The employee must provide documentation to the supervisor upon their return to work verifying their participation in the blood donation event.**

#### **ARTICLE XXV      LEAVE DONATION PROGRAM**

25.01 Purpose. The purpose of this Article is to establish regulations governing the operation of a Leave Donation Program that allows employees to voluntarily donate vacation leave, compensatory time, and sick leave to another employee when the employee experiences a

catastrophic illness/injury, or when such an employee's immediate family member experiences such an illness or injury requiring the employee's personal care and attendance, and the employee has exhausted all of his/her sick leave, vacation leave, compensatory time, or other applicable paid leave balance.

#### 25.02 Definitions.

Catastrophic Illness/Injury – a devastating illness or injury that is expected to incapacitate the employee or a member of the employee's immediate family for an extended period of time, provided that taking extended time off from work creates a financial hardship for the employee because he/she has exhausted all leave balances. Catastrophic illnesses or injuries would commonly include, but are not necessarily limited to the following: cancer, AIDS, heart attack, heart surgery, stroke, or permanent paralysis.

Donation – the act of voluntarily, unconditionally, and irrevocably surrendering a portion of one's sick leave, vacation leave, personal leave, and/or compensatory time to a qualified employee.

Immediate Family Member - Mother, father, spouse, son, daughter, stepson, stepdaughter, legal guardian, or someone who legally stands in place of a parent.

#### 25.03 Program Regulations.

A. Eligibility Eligibility to donate leave or to receive donated leave under this program shall be limited to United Steelworkers bargaining unit members. Eligibility to receive donated leave under this program shall also be limited to those employees who have a total of 120 hours or less in all forms of paid leave in the aggregate (i.e. sick leave, vacation leave, compensatory time) at the time of their written request to receive donated leave, and who have not been disciplined for leave abuse the two (2) years prior to the date of their request to receive donated leave.

B. Request for Leave When an employee has less than a total of 120 hours in all forms of paid leave (as specified above) in the aggregate, the employee may initiate a request for assistance. The request shall be forwarded to the affected employee's Department Head and the Director of Human Resources for review and consideration of the facts and circumstances specific to the Employee's need. Such review shall include, but not necessarily be limited to, an assessment of a written certification from the employee's physician regarding the employee's or family member's medical condition, an analysis of the employee's sick leave usage and overall work history with the City of Gahanna, and consideration of input provided by the Department's Supervisory/managerial staff. Following this review by the affected employee's Department Head and the Director of Human Resources, the Director of Human Resources may recommend approval for receipt of donated leave to the Mayor. The Mayor shall make the final decision regarding approval of the employee's request. The final decision to approve or disapprove the request rests within the sole discretion of the Mayor.



C. Donation Process, Procedures & Requirements Should the employee's request to receive donated leave be approved by the Mayor, employees (herein called donors) who desire to contribute leave time shall complete a "Leave Donation Form", a copy of which is attached. Such forms shall be made available by the Division of Human Resources. The donor shall designate on the form the name of the employee who is to be the recipient of the donated leave and the amount of such donated leave. It is the employee's or employee's designee's responsibility to request donations of leave from fellow employees.

Leave shall be donated in the following sequence and amounts for each approved recipient:

- 1) The first sixteen (16) hours of any donation shall be vacation leave. If the donor does not have vacation time available, this requirement may be waived or reduced by the Department Head.
- 2) The second eight (8) hours of any donation shall be compensatory time or vacation leave. If the donor does not have eight (8) hours of such leave available, this requirement may be waived or reduced by the Department Head.
- 3) After twenty-four (24) hours of vacation leave, personal leave, or compensatory time have been donated, or waived as specified above, sick leave may then be donated. Sick leave donations shall be limited to forty (40) hours. After forty (40) hours of sick leave donation has been reached, the entire donation sequence may begin again starting with item #1 above.

D. Minimum Donation Increments The minimum amount of leave time which can be donated shall be one (1) hour. Donors may contribute any amount of time at or above one (1) hour in whole amounts (no fractions of an hour can be transferred). However, the donor shall not be allowed to donate an amount of leave which would reduce the donor's leave balance or combination of balances below one hundred and twenty (120) hours of available leave time.

E. Implementation of Donated Leave Should the employee's request to receive donated leave be approved by the Mayor, the Human Resources Department shall facilitate the flow of information and maintain a direct line of communication with the recipient. Upon approval of all Leave Donation Forms by the donor's Department Head, all such forms shall be forwarded directly to the Human Resources Department. The Human Resources Department shall collect all such forms, determine the proper number of hours necessary to satisfy the recipient's need, on a pay period-by-pay period basis, and match the donated leave hours to the established need (again on a pay period-by-pay period basis) The recipient will receive a rate of pay for these donated hours equivalent to their rate of pay or the donor's rate of pay, whichever is less.

Should the number of donated leave hours exceed the recipient's need for a given pay period, those excess donated leave hours will be held in reserve by the Human Resources Department and will be used to satisfy the recipient's continuing future need for such hours.

Should the recipients eligibility to receive donated leave cease, in accordance with Section 25.03 K. ("Eligibility Ceases"), and donated hours remain in the above referenced reserve, these hours will be returned to the donor within a reasonable period of time thereafter. (It is critical to note that once donated leave time is forwarded to the Human Resources Department, and such donated leave time is actually physically transferred from the donor's leave balance to the recipient's sick leave balance, the donor has no right to recover any portion of such leave time except as noted herein.)

F. Donation Credited Upon receipt of all approved Leave Donation Forms, the Department of Human Resources will credit all donated leave time to the recipient's sick leave balance.

G. Conditions on Receipt of Leave Before an employee may receive the donated leave, he/she must have exhausted all of his/her sick leave, vacation leave, compensatory time, or other applicable leave balances available to him/her (excluding the exception listed below).

Exception: One leave balance designated by the employee (other than sick leave) may contain no more than twenty-four (24) hours of leave time. Such leave time will be held in reserve to allow the employee the opportunity to take some time off following the end of the catastrophic situation, should such time off be needed to attend to family needs.

H. Prohibition on Continued Accrual of Leave While using donated leave, the employee shall not accrue or receive any leave time in excess of the twenty-four (24) hours identified in item G above.

I. Prohibition on Conversion to Cash All donated leave time, regardless of the type, shall be considered to be sick leave and shall only be used under the conditions of sick leave as set forth in the Collective Bargaining Agreement. No cash payments shall be provided to the employee or the surviving spouse of the employee under this program upon separation from service or death of the employee.

J. Continuation of Medical, Dental, Vision, Life Insurance And Other Benefits Employees using donated leave shall be considered to be in paid status solely for the purpose of receiving all medical, dental, vision, and life insurance benefits, step increases, annual service credit, and seniority credit to which they would have otherwise been entitled. However, original or promotional probationary employees using such leave shall have their probationary periods extended by the same length of time for which the employee has used the donated leave.

K. Eligibility Ceases Eligibility to receive donated leave under this program shall cease upon certification from the employee's physician that he/she is capable of engaging in sustained regular employment, certification from the employee's family member's physician documenting the family member's recovery from the catastrophic illness/injury, an employee's application for disability retirement which is approved by the appropriate retirement system (Public Employee's

Retirement System of Ohio), or death of the employee or employee's family member, whichever should first occur.

L. Medical Certifications and Other Documentation The City reserves the right to insist, at any point in time before, during or after the leave for which the time has been donated, that an employee provide a second health care provider opinion as support for the time off or other documentation relevant to the need for the time off. The health care provider for the second opinion must be approved by the City.

## ARTICLE XXVI    TUITION REIMBURSEMENT

26.01 Tuition Reimbursement Program. Each employee in the Bargaining Unit who is subject to the provisions of this Agreement shall be eligible for a reimbursement of tuition for work-related courses of instruction taken towards an Associate or Bachelor's degree at an institution approved under Section 25.04 below. Work-related courses means courses that are related to performance of the duties in the employee's current position or which would improve or advance an employee's qualifications for positions the employee may advance to within the City.

**Tuition reimbursement shall be subject to a maximum limit of \$5,000, per employee, per calendar year. Employees enrolled in a reimbursable degree program as of November 1, 2007 will not be subject to the \$5,000 limit up until completion of that degree for courses taken in connection with that degree.**

26.02 Scheduling of Coursework. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Department Head, Human Resources Director, and with the Director of the Department of Finance. All scheduled times of courses must be approved by the Department Head. Any situation which, in the discretion of the Department Head, would require an employee's presence on the job, shall take complete and final precedence over any times scheduled for courses.

26.03 Offset. Any financial assistance from any governmental or private agency available to an employee, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the employee is eligible for under this Section. If an employee's tuition is fully covered by another governmental or private agency, then the employee is not entitled to any payment from the City.

26.04 List of Approved Institutions and Applications. The Department of Human Resources shall create and maintain a current list of approved institutions for which reimbursement for tuition may be made under this Article. Only those institutions listed by the Department shall

establish eligibility of the employee to receive reimbursement for tuition. Additional institutions can be added by forwarding an application for reimbursement to the Department of Human Resources. Applications for approval of institutions must be made to the Department of Finance not less than thirty (30) days prior to enrollment.

26.05 Limits. No reimbursement will be granted for books, paper or supplies of whatever nature, transportation, meals or any other expense connected with any course except the cost of tuition.

26.06 Completion of Coursework. Reimbursement for tuition will be made when the employee presents an official certificate or its equivalent and a receipt of payment from the institution confirming satisfactory completion of the approved course and attainment of a C or better grade.

26.07 Reimbursement, When. Employees agree that should they resign from the City within twenty-four (24) months of the employee's completion of seventy-five percent (75%) of any prescribed course of study leading to a degree, and said employee has been reimbursed by the City for tuition expenses, said employee shall repay to the City all monies expended by the City for tuition expenses.

26.08 Additional Job-Related Training. Where the City requires an employee to attend a training program or seminar, the City will pay the tuition. Where a training program or seminar is required for an employee to obtain or keep a certificate or license that is a requirement in the employee's job under federal, state, or local law, the City will pay the tuition. An employee can request reimbursement of tuition for other kinds of job-related training. The City has the sole discretion to decide whether to approve the request.

## ARTICLE XXVII    PERSONAL EXPENSES

27.01 Personal Expenses. The following shall apply to personal expenses incurred by employees related to travel on City business.

27.02 Reimbursement. Any employee, whenever authorized by the Department Head to engage in or upon official daily business for, or on behalf of, the City will be reimbursed for all reasonable expenses incurred, per the City of Gahanna policy. Such employee shall submit a statement of expenses to the Director of Finance with such supporting data as the Director requires.

27.03 Vehicle Reimbursement. This reimbursement for any expenses shall include, but not be limited to, the pay for the use of private automobiles at the rate per mile fixed by the Internal Revenue Service for business travel deductions. Use of private vehicles by employees shall only be after prior approval has been acquired from the Service Director or Department Head and no City vehicles are available.

27.04 Prepayment. Any employee may request prepayment of any expenses. Such request shall be authorized by the Department Head and submitted to the Director of Finance for approval, with such supporting data as the Director of Finance requires. Such prepayment shall be accounted for to the Director of Finance within thirty (30) days following the expenditure.

ARTICLE XXVIII OUTSOURCING Except in the case of emergencies where work will be of a short-term duration and must be performed quickly, the City will not outsource to non-employees work which is normally and routinely performed by bargaining unit members without first affording Union representatives advance notice and reasonable opportunity to have input.

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

#### ARTICLE XXX MISCELLANEOUS

30.01 Bulletin Boards. The Union shall be permitted to construct, install and maintain one bulletin board per building where employees of the Union work. The Union agrees that the bulletin board will be used solely for Union business and that the board will not be used for matters other than solely Union business. All materials other than internal Union business will be subject to removal by the Mayor or Service Director.

30.02 Agreement Copies. As soon as is possible following the signing of this Agreement, the City shall have copies of this Agreement for all employees of the Bargaining Unit, including copies to any new Bargaining Unit employees who are hired during the life of this Agreement.

30.03 Termination During the Probationary Period. An employee may be terminated without cause during his/her initial probationary period.

30.04 Union Leave. The Union shall be permitted to have four (4) employees who are Union members attend, without pay and for a maximum of five working days, Union conventions as a duly elected delegate or alternate.

Eighty (80) hours of City paid leave will be allowed per calendar year specifically to be divided among Union labor management committee members and contract negotiation committee members to attend the Leadership Training program sponsored by the Union. This Eighty (80) hours of paid leave does not count as paid status for purposes of overtime calculation.

No more than one employee from each division will be allowed leave under this section at one time unless management in the Division grants permission in advance.

30.05 Mailbox. The Union shall be permitted to utilize a mailbox, as designated by the City, for the purpose of receiving U.S. mail and for communications from the City.

30.06 Headings. It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

30.07 Commercial Driver's License. When, as a condition of employment, an employee must have a commercial driver's license, the city will reimburse the employee for the difference in cost between a commercial driver's license and a regular driver's license. Individuals with cdl's require drug testing, and the city will see that such drug testing is performed in accordance with the law.

30.08 Hepatitis B. The City will agree to pay for vaccines for employees who could be exposed to Hepatitis B and who desire to have a vaccine.

30.09 Drug Testing. The City may drug test "for cause," and it may also mandate drug testing for all new hires.

30.10 Physical Fitness Incentive Payment. Each employee covered by this Agreement is eligible to qualify for a lump-sum payment, payable in the first full pay period after December 1 in each year covered by this Agreement under the following conditions:

A. The intent of this provision is to encourage employees to achieve a standard of physical fitness above the standard required for job performance by encouraging -- but not requiring -- each employee to meet the requirements of the City Employee Wellness Incentive Program.

B. Each employee covered by this Agreement who, before November 30 of a year covered by this Agreement, enrolls in and meets all of the requirements of the City Employee Wellness Incentive Program shall receive, for that year, a lump sum payment in the amount of \$600.00, which shall not become part of their wage base, and which shall be paid in the first full pay period of December after the employee meets the guidelines.

**C. Should the lump sum payment be increased for any other City employees in this incentive program, the same increase will automatically be given to the employees covered by this Agreement.**

#### ARTICLE XXXI    DEFINITIONS

31.01 Allocation. The official determination of the classification to which a position in the classified service belongs. This determination may be used by either the City or the Civil Service Commission.

31.02 Anniversary Date. The employee's date of hiring into a full-time position.

31.03 Appointing Authority. Any officer, board, agency, commission or person having the power to make appointments to positions in the City service.

31.04 Appointment. The designation of a person, by due authority, to become a City employee.

31.05 Classification. A position or group of positions having similar duties and responsibilities, requiring similar qualifications, which can be properly designated by the same descriptive title and to which the same scale of compensation can be made to apply with equity as determined by the City or the Civil Service Commission.

31.06 Classified Service. All positions and employments not specifically included by provisions of the City Charter in the unclassified service or otherwise exempt from the classified civil service as provided by law, City ordinance or rules of the Civil Service Commission.

31.07 Continuous Service. Service shall be considered continuous service with the City of Gahanna for an employee except where interrupted by resignation, retirement or discharge for cause. However, time off because of suspension, leave of absence without pay (except for military leave or leave due to injury in line of duty) or layoff due to lack of work or funds, shall be deducted in computing service credit. Resignation in order to immediately accept another position in the City service shall not be considered as an interruption of service.

31.08 Immediate Family. Spouse, son, daughter, brother, sister, parent, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-sister, step-brother, step-son, step-daughter, half-brother, half-sister, grandchild, and grandparent-in-law, provided that 'in-laws' and 'step' are in the current legal status.

31.09 Reallocation. A change in the allocation of a position by assigning the position to a different classification on the basis of re-evaluation of, changes in, variations in the duties and responsibilities of the position, or to correct an error in the previous classification.

31.10 Service Credit. The completion of each one-year period of continuous employment.

31.11 Temporary Employment. Active service with the City for not more than 180 work days continuous or for not more than 180 work days or 1,440 hours in one year.

## ARTICLE XXXII OBLIGATION TO NEGOTIATE

32.01 Right to Negotiate. The City and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining negotiations and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

### ARTICLE XXXIII WORK RULES AND INFORMATION ORDERS

33.01 Duration. The City Administration agrees that, to the extent possible, work rules shall be reduced to writing and provided to all employees in advance of their enforcement. The City Administration will provide the Union copies of any revised or new written work rules, policies, regulations and Training Bulletins, in advance of their intended effective dates.

### ARTICLE XXXIV DURATION OF AGREEMENT AND SEPARABILITY

34.01 Duration. This Agreement represents the complete Agreement on all matters subject to bargaining between the City and the Union and except as otherwise noted herein shall become effective upon ratification by the parties and shall remain in full force and effect until midnight, January 1, 2011.

34.02 Separability. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, for any reason, is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions or sections of this Agreement. The City and Union hereby declare that it entered into this Agreement voluntarily, and each section, subsection, paragraph, sentence or clause or phrase thereof, irrespective of the fact that any one or more sections, clauses or phrases may be declared unconstitutional or invalid.

In the event a portion of this Agreement is declared invalid or unenforceable, the parties will, at the request of either party hereto, promptly negotiate relative to the particular provisions deemed invalid or unenforceable.

34.03 Legislative Approval. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.



ARTICLE XXXV   EXECUTION

35.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF GAHANNA:

~~UNITED STEELWORKERS OF AMERICA~~ **UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL:**

\_\_\_\_\_  
Rebecca W. Stinchcomb, Mayor

\_\_\_\_\_  
Leo W. Gerard, International President

\_\_\_\_\_  
Kristen M. Treadway, Director of HR

\_\_\_\_\_  
James D. English, International Secretary/  
Treasurer

\_\_\_\_\_  
Terry Emery, Director of Public Services

\_\_\_\_\_  
Andrew Palm, International Vice President  
Administration

\_\_\_\_\_  
Tony Collins, Director of Parks and Rec

\_\_\_\_\_  
Leon Lynch, International Vice President  
Human Affairs

\_\_\_\_\_  
Angel Mumma, Deputy Director of Finance

\_\_\_\_\_  
David R. McCall, Director, District I

\_\_\_\_\_  
Michael Underwood, Attorney

\_\_\_\_\_  
Billy Boyce, Staff Representative

\_\_\_\_\_  
Duane Larason, President

\_\_\_\_\_  
Rick Schwartz, Committeeman

\_\_\_\_\_  
Patricia Wood, Committeewoman

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Martin White, Committeeman

**LETTER OF AGREEMENT**

**BETWEEN THE CITY OF GAHANNA AND  
~~UNITED STEELWORKERS OF AMERICA~~ UNITED STEEL, PAPER &  
FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL LOCAL #9110**

**REGARDING SAFETY COMMITTEE**

The City of Gahanna (“City”) and the United Steelworkers of America Local No. 9110 (“USWA”) hereby agree to the following regarding the City of Gahanna Safety Committee.

1. The USWA and City recognize a Safety Committee exists within the City of Gahanna to help ensure the employees are provided guidance and work support to provide a safe and secure work environment in their employment areas.
2. The USWA and City recognize the Safety Committee will consist of City Employees as designated by Management and Bargaining Unit Members as designated by the Union.
3. The USWA and City agree that the Safety Committee will review the entire safety program, safety policies, and safety training for the City of Gahanna and will be authorized to make recommendations for improvements.
4. The USWA and City agree that a primary function of the Safety Committee will be to provide a communication method for employees to utilize for all safety concerns which will then be addressed by the Committee and appropriate management.
5. The undersigned representatives are fully authorized to agree to and sign this Agreement.

City:

~~USWA~~ **United Steel, Paper & Forestry,  
Rubber, Manufacturing, Energy, Allied  
Industrial and Service Workers  
International:**

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Rebecca W. Stinchcomb, Mayor

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Billy Boyce, Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_