

RECORD OF RESOLUTIONS

Resolution No. 21-2026

Passed: March 24, 2026

A RESOLUTION BY CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WEST CARROLLTON, OHIO (THE "CITY"), AND WEST CARROLLTON INDEPENDENT EMPLOYEES ASSOCIATION (THE "WCIEA") FOR A THREE-YEAR TERM AS SPECIFIED IN THE COLLECTIVE BARGAINING AGREEMENT ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

WHEREAS, Ohio Revised Code Section 4117.03 specifies the rights of public employees in the State of Ohio to collectively bargain to determine wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, and enter into collective bargaining agreements; and

WHEREAS, the West Carrollton Independent Employees Association ("WCIEA") bargaining unit representing full-time service and maintenance employees in the City's Service and Parks Departments was certified by the State Employment Relations Board in Case No. 86-REP-12-0378, on July 9, 1987; and

WHEREAS, the City and the WCIEA collective bargaining teams met on two occasions to discuss interests and solutions, while maintaining a professional and collaborative decorum; and

WHEREAS, the parties have reached a tentative collective bargaining agreement including all issues relating to wages, hours, terms and other conditions of employment, and a copy of said agreement is attached hereto and incorporated herein by reference; and

WHEREAS, Section 6.02 ("Duties of the City Manager") of the City Charter authorizes the City Manager to sign all contracts on behalf of the City; and

WHEREAS, the City Manager recommends that City Council authorize the City Manager to sign, on behalf of the City, the new collective bargaining agreement with the WCIEA.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, OHIO:

Section 1: The West Carrollton City Council hereby accepts the terms of the collective bargaining agreement as negotiated and the City Manager's recommendation that these terms be accepted. Accordingly, City Council hereby authorizes the City Manager to sign, on behalf of the City, the collective bargaining agreement with the WCIEA, which is attached hereto and incorporated herein by reference as "Exhibit A", and to take all steps required to implement the agreement.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including but not limited to Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution shall take effect and be in full force from and after the date of its passage.

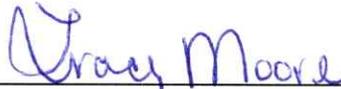
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Passed: March 24, 2026

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Mayor

Attest: 
Clerk of Council

Effective Date: March 24, 2026

AGREEMENT

BETWEEN

THE CITY OF WEST CARROLLTON

AND

**THE WEST CARROLLTON INDEPENDENT
EMPLOYEES ASSOCIATION**

Effective

December 15, 2025

Through

December 14, 2028

EXHIBIT A

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ARTICLE 1 - PREAMBLE

This Agreement is between the City of West Carrollton, Ohio ("City") and the West Carrollton Independent Employees Association ("Union").

He, he, his, she and s/he, she and hers may be used interchangeably..

ARTICLE 2 - COOPERATION

Section 1. Service to the Public.

The City, the Union, and each member of the bargaining unit agree to use their best efforts to serve the citizens of the City of West Carrollton and the public in general, to see that the public is served efficiently and with complete dedication to its interests, to assure that the services of the City are provided without interruption and to see that the highest standards of proper public performance, in fact and in appearance, are maintained at all times.

Section 2.

The City and the Union shall work together in the interest of maintaining and improving efficiency in all Municipal operations, the conservation of materials, supplies, equipment, the improvement in quality of workmanship and service, and the correction of conditions making for grievances and misunderstandings.

Section 3.

The City and the Union shall work together in the interest of fostering a positive and fulfilling work environment by encouraging continuing open dialogue between labor and management, and providing educational and training opportunities to aid in the development of the employees' careers.

ARTICLE 3 - RECOGNITION OF UNION

Section 1. Recognition of Union.

The City recognizes the Union, having all bargaining rights authorized by Chapter 4117 of the Ohio Revised Code, as the exclusive bargaining representative for the full time service and maintenance employees in the City's Service and Parks Departments, including those in the Street and Refuse, the Water, the Sewer and the Maintenance Divisions, but excluding all members of the Police and Fire Departments, clerical, supervisory, professional, management level, seasonal, confidential and casual employees, and the Planner and the Building and Zoning Inspectors, as certified by the State Employment Relations Board in Case No. 86-REP-12-0378, on July 9, 1987. This provision is for the sole purpose of defining the unit covered by this Agreement, and for no other purpose.

Section 2. Definitions

- A seasonal employee is one who is working due to a seasonal need of the City which does not continue throughout the year.
- A part-time employee is one who works a part time schedule, whose average work week is less than 40 hours.
- A student part-time employee is one who attends school (including college or university) and works a part-time schedule for the city.
- An employee's status may change from seasonal or part-time to another status or vice versa. When his status is one that is covered by this Agreement, he shall be covered while that status is in effect.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Reserved Rights.

Except to the extent expressly modified by a specific provision of this Agreement, the City reserves and retains all of its statutory and common law rights of authority to manage the operation of the City of West Carrollton as such rights existed prior to the execution of this or any previous Agreement with the Union. The sole and exclusive rights of the City, which are not abridged by this Agreement, shall include, but are not limited to, the right to establish or continue policies, practices, or procedures for the conduct of the unit of employees covered by this Agreement, to direct its affairs and working forces, to maintain discipline and efficiency of employees; to promote or demote employees for just cause; to suspend, discharge or otherwise discipline employees for just cause and otherwise take such measures as the City may determine to be necessary for the orderly and efficient operation of the City of West Carrollton, Ohio, provided that Union members shall not be discriminated against.

Nothing impairs the right and responsibility of the City to:

- (1) Determine the matters of inherent managerial policy which include, but are not limited to areas of discretion of policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public employer as a governmental unit;

This section is not a waiver of the City's right to refuse to bargain about any right of management contained in R.C. 4117.08C except to the extent that right is expressly modified elsewhere in this Agreement.

Section 2.

- (a) No Strike: During the term of this Agreement the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the City. This Section is for the benefit of the City and the public it serves, and is in addition to all other rights provided them by law.
- (b) Union Responsibility. The Union will use its best efforts to prevent any violation of this Section and to stop any violation if one occurs. If there is a violation of this Section, the Union will publicly denounce the strike and will provide the City with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for the violation.

- (c) **Employee Discipline.** The City shall have the right to discharge, demote, suspend or in place of suspension, to cause the forfeiture of a like number of days of paid leave or holidays, or otherwise discipline employees for violation of this Section. An employee so disciplined shall have recourse to the grievance and arbitration procedure, but no back pay may be awarded unless the employee is found innocent of any violation and an arbitrator shall have no authority or jurisdiction to award back pay except upon such finding of innocence. The City will have the normal burden of showing, by a preponderance of the evidence, that the employee violated this Section.
- (d) **Restraining Violations.** If the City claims this Section is violated, it may at its option, obtain an immediate arbitration hearing. This election of contractual remedies precludes the City's bringing a court action de novo to enforce its rights under this section for the same violation. To do so it shall give the Union written or telegraphic notice of its claim and request the American Arbitration Association to appoint an arbitrator to hear and decide the claim on an emergency basis. The City shall pay the American Arbitration Association's docketing fee. The hearing shall be held within 48 hours or as soon after that as possible. The parties shall not file and the arbitrator shall not receive post hearing briefs about the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds that this Section has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall continue the hearing (and may request post hearing briefs) on the issue of damages.

ARTICLE 5- UNION RIGHTS

Section 1. No Lockout.

During the life of this Agreement, the City shall not cause, permit, or engage in any lockout or otherwise prevent employees from performing their regularly assigned duties where an object is to bring pressure on the employees or on the Union to compromise or capitulate to the City's terms regarding a labor relations dispute.

Section 2. Dues Deduction.

During the period this Agreement is in effect, the City will deduct the regular monthly Union dues from the wages of employees who have voluntarily signed dues deduction authorization forms for those deductions, and delivered the forms to the City. The initial amount of the dues deductions shall be \$12 per month. The Union shall notify the City in writing and post a notice on the bulletin board of any increase in dues and the City shall effect deduction of the increased dues within 15 days after receiving such notice. The authorization for dues deductions shall be revocable by the employee upon written notice to the City. A copy of any such revocation shall be given to the Union.

The City shall deduct dues from the first pay in each calendar month. If the employee does not have net earnings sufficient for the deduction, the deduction shall be completed in the next regular pay period.

The City shall forward a record of deposit for the dues deducted to the Union's Treasurer within 15 days after making the deductions.

The Union shall hold the City harmless from and indemnify it against any liability or damage, including attorneys' fees, arising out of any action taken by it or attempted by it in compliance with or in an attempt to comply with the provisions of this Section.

Section 3. Union Business.

- (a) All Union business shall be conducted outside paid working hours. The only exceptions are those specifically listed in this Agreement.

- (b) The Union may designate representatives, as appropriate, and shall certify to the City the name, office, shift and assigned area of each such representative. The City will recognize no one as a representative unless properly certified in writing by the Union.
- (c) The City may in its discretion grant special permission for union consultation during working time. These will be kept to a minimum.
- (d) A non-employee representative of the Union will be admitted to the City's facilities for the purpose of processing grievances or attending meetings as permitted in this Agreement. Upon arrival, the Union representative shall identify himself to the appropriate city representative. The Union representative shall not conduct any union activities in any work area without the specific advance approval of the appropriate City representative. No official of the Union, employee, or non-employee, shall interfere, interrupt, or disrupt the normal working duties of employees.

Section 4. Bulletin Board.

The City will provide the Union the use of a bulletin board. The Union will provide the City with a copy of any notice before it is posted. No material which is political, religious, derogatory, inflammatory, or critical of the City or its elected or appointed personnel may be posted.

ARTICLE 6 – DISPUTE RESOLUTION

Union members have the option to initiate a dispute resolution process by submitting a completed resolution form to be developed by the city and attached as Addendum #2, to their immediate supervisor, their department head, or the Human Resources Director, as the employee sees fit. Within ten (10) days of submission of the dispute resolution form, the city will convene a meeting with the employee and any others the city deems beneficial to the process to discuss the issue. If the issue is resolved by agreement, the resolution will be documented, and a copy provided to the employee. Employees may initiate the procedure at any level of authority, or may advance the issue to the next higher level of authority up to the City Manager if they are dissatisfied with the city's response to their issue.

All dispute resolution requests must be filed within 10 business days of the occurrence. The only exception is where an employee, through no fault of his own, was not aware of the occurrence, and in that case he must file the dispute resolution form within 10 business days after he becomes aware of the occurrence, or, if earlier, within 10 business days of when he should have become aware of it, if he had used due diligence. In no case may a dispute resolution form be filed more than 30 days after the occurrence. Any time limits may be extended by mutual agreement.

The dispute resolution process is separate from the grievance process. If at any time an employee who has initiated the dispute resolution process desires union representation, or desires to initiate a grievance over the same issue, the dispute resolution process will terminate and the employee may initiate the grievance process as set forth in this agreement so long as the dispute resolution request was filed in a timely manner in accordance with this article. All issue resolutions and submitted issue resolution forms will be sent to the Union President.

Resolutions achieved under the issue resolution process shall be non-precedent-setting with respect to the Collective Bargaining Agreement.

The issue resolution process shall be completed within thirty (30) days of initiation of the process by an employee, and time spent in the process shall not be counted in calculating the deadline for filing a grievance under the Grievance Procedure Article in the collective bargaining agreement. The issue resolution process begins upon submission of an issue resolution form, and ends when the employee and the city agree upon a resolution, the City notifies the employee in writing that it has exhausted its efforts to resolve the issue, the expiration of thirty (30) days from submission of the issue, or the filing of a grievance by the employee over the same issue, whichever comes first.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

Section 1. Grievances.

- (a) A grievance is a complaint that the City has violated this Agreement. All grievances shall be handled exclusively as set forth in this procedure. A complaint that does not allege a violation of this Agreement may be taken through Steps 1 through 3 only, and is not subject to arbitration. All time limits shall be business days.
- (b) To be arbitrable or subject to any other review, a grievance must be put in writing, signed by the employee, presented to the City and processed within the time limits.
- (c) All grievances must be filed within 10 business days of the occurrence. The only exception is where an employee, through no fault of his own, was not aware of the occurrence, and in that case he must file the grievance within 10 business days after he becomes aware of the occurrence, or, if earlier, within 10 business days of when he should have become aware of it, if he had used due diligence. In no case may a grievance be filed more than 30 days after the occurrence. Any time limits may be extended by mutual agreement.
- (d) An employee having a grievance (or the Union acting on behalf of any employee or group of employees) should first attempt to resolve it informally, by meeting with his immediate supervisor to discuss the grievance. If the employee is not satisfied with the response from his immediate supervisor, he may pursue the formal steps which follow:
- (e) It is the employee's obligation, when filing a grievance, to provide a copy to the Union Steward or other Union official. When he has done so, the Steward or other Union official shall acknowledge this in writing on the grievance form. As a matter of policy and courtesy to the Union, the City intends to provide the Steward or other Union official a copy of any grievance it has not otherwise received.

Step 1 The employee shall take up his grievance with his immediate supervisor. The supervisor shall schedule a meeting with the employee within 10 business days after he receives the grievance, at the request of the employee, the supervisor, or his representative. The representative may also be present. The supervisor shall investigate and give a written response to the employee within 10 business days after the meeting, with a copy to the Steward or other Union official.

Step 2 If the employee is not satisfied with the answer and chooses to proceed further, he must file his appeal in writing within 10 business days after the supervisor's response. The appeal shall be filed with the Department Director or his designee. The Department Director or his designee shall schedule a meeting within 10 business days. The Department Director shall answer the grievance in writing within 10 business days after the meeting.

Step 3 If the employee is not satisfied with the answer in Step 2, and he wishes to proceed further, he must file his appeal in writing with the City Manager or his designee within 10 business days after the Department Director's answer. The City Manager or his designee shall schedule a meeting within 10 business days. The Manager shall have 10 business days after the meeting to answer the grievance in writing.

Section 2. Mediation.

After the issuance of the Step 3 response, either party may request that the matter be addressed in mediation with the assistance of a mediator appointed by SERB to conduct a grievance mediation service. If the parties agree to mediate, the time for initiating Section 3 (Arbitration) of the grievance process shall be suspended at that point and shall remain suspended until the conclusion of the mediation or sixty (60) days whichever is earlier. The session will be conducted in an informal manner as determined by the mediator. The mediator will attempt to resolve the dispute and may make recommendations to the parties regarding settlement of the dispute. The recommendations of the mediator are not final and binding and any settlement of the grievance at this step will be based upon the mutual agreement of the parties. All mediation proceedings shall be conducted in accordance with and subject to the Uniform Mediation Act, Ohio Revised Code Sections 2710.01 et seq. and the mediation rules of FMCS. Written material presented to the mediator will be returned to the party presenting them at the conclusion of the mediation conference.

Actions taken as a result of mediation are not precedent-setting nor do they constitute City policy or practice.

The grievant shall have the right to be present at the mediation conference. The City and the Union shall have not more than three (3) representatives present at the mediation in addition to any required witnesses.

Section 3. Arbitration.

- (a) **Ability to Arbitrate.** Arbitral grievances which have not been settled by the above steps may be submitted to binding arbitration. Grievances which involve a matter over which the Personnel Appeals Board has jurisdiction (suspensions in excess of three days, reductions in rank and discharges) are not arbitrable unless: (i) the employee, in writing, waives his right to appeal the matter to the Personnel Appeals Board (including subsequent steps), and (ii) the Union and the City concur. Grievances over which the Personnel Appeals Board has jurisdiction shall be filed initially at Step 2 with the same time and other requirements for filing grievances as at Step 1.
- (b) **Procedure.** In the case of an arbitrable grievance if the employee is not satisfied with the answer at Step 3 and if he wishes to proceed further, he must file with the City within ten business days after the Step 3 answer a written notice of his request to submit the grievance to arbitration. As between the Union and the employee, the Union shall be the sole judge as to whether the grievance shall, in fact, be appealed to arbitration. If the Union wishes to do so, it must give the City written notice of its intent to proceed to arbitration within 30 days after the employee has filed his timely request with the City. Either party may then request the American Arbitration Association to appoint an arbitrator. The arbitrator shall be selected under the rules of the American Arbitration Association unless in a specific case the City and the Union mutually agree upon an arbitrator. The parties will not be limited in their decision to strike arbitrator(s) from any panel to "cause only."
- (c) **Finality.** The decision of the arbitrator shall be final and binding on the City, the Union, and all persons.
- (d) **Arbitrator's Authority.** The arbitrator shall not have the power to add to or subtract from or to modify this Agreement or any agreement supplementing or modifying it. He shall have no authority to rule on any jurisdictional dispute between groups of employees or unions representing groups of employees or to rule on anything that happened before the effective date of this Agreement, or after the expiration of this Agreement. The Arbitrator shall decide the issues presented on the basis of the evidence in the record of the proceedings and the express terms of this Agreement. The arbitrator shall promptly hear the matter and shall issue his decision within

30 days from the close of the arbitration hearing.

- (e) Payment. The City and the Union shall each bear its own expenses in any arbitration. The expenses of the Arbitrator shall be divided equally by the City and the Union. The expense of any non-employee witness shall be borne, if at all, by the party calling them. Employee witnesses will be excused without loss of pay to attend an arbitration hearing. Should the City withhold permission for a witness to leave work to attend an arbitration hearing, the hearing shall be delayed until such time as the witness is available and applicable time limits will be extended.
- (f) Standing Umpire. The City and the Union may at any time agree to name one, two, or three Standing Umpires to be used for all arbitrations in place of arbitrators selected through the American Arbitration Association. If more than one Standing Umpire is named, arbitrations shall be assigned to each Standing Umpire on a rotating basis. The decision and award of the Standing Umpire shall be final and binding upon all interested parties. Unless the City and the Union have agreed otherwise, once a Standing Umpire has been selected, the designation cannot be revoked by either the City or the Union on less than three months written notice to the other and the Standing Umpire. The Standing Umpire shall continue to serve until he resigns, or until the City and Union mutually agree that his term shall end, or upon a revocation of his designation as provided above.

After the end of his term, the Standing Umpire shall continue to have jurisdiction to decide all cases which were submitted to him during his term as Standing Umpire. So long as there is a Standing Umpire in effect, the City agrees in advance to concur in any waiver of any employee's right to appeal a matter to the Personnel Appeals Board under this Section.

Section 4. Grievance Processing.

- (a) An employee who has signed a written individual grievance may attend the grievance meeting with the City at Steps 1, 2, and 3 of the grievance procedure without loss of regular straight time pay. Where more than one employee files the same or similar grievances, one of them shall be designated the spokesman and entitled to attend without loss of regular straight time pay; however, when the absence of a grievant as a witness would prejudice his case, he may also attend in order to be a witness, without loss of regular straight time pay, upon the mutual agreement of the City and the Union.
- (b) The appropriate Union representative (not to exceed one) may attend the meeting with the City at Steps 1, 2, and 3 of the grievance procedure without loss of regular straight time pay, provided adequate advance notice is given to his immediate supervisor and that supervisor's consent has been obtained. The City will not unreasonably deny its consent.
- (c) A non-employee Union representative may attend at Steps 2 and 3.
- (d) No more than one grievance shall be placed before an arbitrator at any one hearing unless the City and the Union agree to waive this provision.
- (e) Grievances must be filed on the form attached to this Agreement. This form may be changed from time to time by mutual agreement of the parties. A purely technical failure to complete the form will not affect the grievance, but the grievance must contain the information needed to permit a full and accurate response by the City.
- (f) The Union, through its representative, may file grievances claiming violations of the recognition clause, the dues deduction clause, or any other claimed violation of contract rights which accrue solely to the Union as a labor organization and not to individual employees. Such grievances shall be initially filed at Step 3 within the time limits of Step 1.

ARTICLE 8 - POLICIES AND PROCEDURES

Section 1. Probation.

Newly hired employees shall be on probation for the first 6 months of active continuous employment. Employees transferred or promoted from within the City shall be on probation for the first 6 months of active continuous employment in the new position. If absences exceed 30 days, the period will automatically be extended for a period of time equal to all periods of absence during probation. The probationary period may be extended by the mutual agreement of the employee and the City. During that time, or during any extension of probation, the City may discharge or discipline a probationary employee at its discretion, and the action will not be subject to the grievance or arbitration procedure or any other review. An employee who has failed to meet the requirements necessary to complete their probation period, and who does not agree to an offered extension of the probationary period, will be immediately discharged from employment. Such discharge will not be subject to the grievance or arbitration procedure or any other review.

Section 2. Discipline.

Employees who have completed their probationary period may be discharged, suspended, demoted, or otherwise disciplined for just cause, but not without just cause.

Section 3. Types of Discipline.

Disciplinary action for regular full-time employees shall normally consist of one or more of the following:

- (a) Verbal reprimand of record. If there are no additional occurrences of a same or similar nature within a six (6) month period following the initial reprimand, the record shall be removed from the Employee's personnel file.
- (b) Formal written reprimand which becomes part of the employee's personnel record;
- (c) Suspension from duty without pay for a period of not more than 3 days;
- (d) Suspension from duty without pay for a period exceeding 3 days;
- (e) Reduction in rank and salary;
- (f) Dismissal;
- (g) By the mutual agreement of the employee and his Department Director, and with the approval of the City Manager, a suspension without pay can be changed to an equal number of days of loss of vacation or other paid time off.

The Supervisors and Department Directors shall be primarily responsible for the discipline of employees within their respective departments. A Supervisor may take disciplinary action as provided in Section 3 (a) and (b) of this Section, or he may recommend to the Department Director that more severe disciplinary action be taken. The Department Director may take disciplinary action as provided in Section 3 (a), (b), and (c) of this Section. Where practicable, the supervisor or Department Director should confer with the Personnel Director before taking disciplinary action against an employee; and, in any case, any disciplinary action taken by a Supervisor or Department Director shall be promptly reported to the City Manager and the Personnel Director.

The Personnel Director or the Department Director may recommend to the City Manager that disciplinary action be instituted against any employee. The City Manager, as the appointing authority, shall have the ultimate duty to take disciplinary action under Section 3 (d), (e), and (f) of this Section, and under Section 3 (a), (b), and (c) of this Section if he deems necessary.

Except as otherwise justified by circumstances or permitted by law, the City shall follow the principle of progressive

discipline and base such discipline on the type of misconduct involved and the total facts giving rise to the discipline, including the employee's work record.

Section 4. Union Representation.

Any time a supervisor conducts a disciplinary meeting with an employee from which disciplinary action of record is likely to result, the employee will be advised of his/her right to be represented by a Union representative at the meeting.

ARTICLE 9 - WORK RULES

Section 1. Work Rules.

The City may adopt, change, and enforce reasonable work rules. Employees may challenge the reasonableness of work rules and their enforcement in grievance, arbitration, and civil service hearings.

Section 2. City Rules.

City Ordinances and Personnel Rules and Regulations remain in effect except to the extent they conflict with this Agreement.

ARTICLE 10 - PERSONNEL FILES

Section 1.

Each employee may inspect his personnel file maintained by the City at any reasonable time, and shall, upon request, receive a copy of any documents in it. An employee shall be entitled to have a representative of his choice accompany him during the review. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's personnel file. After 18 months from the date of issue, any and all reprimands shall be removed from employee's personnel file, so as long as there have been no intervening reprimands in the 18-month period.

Employees shall have the right to place other documents in the personnel file upon the approval of the City Manager or his/her designee.

ARTICLE 11 - LAYOFF AND RECALL

Section 1. Other Groups of City Employees.

Layoffs and recalls are governed by the City's Personnel Rules and Regulations, which are not in conflict with this contract. Interchange with another bargaining unit is precluded by this agreement.

Section 2. Layoffs.

When a layoff is to be carried out for any reason, the City Manager shall determine the classifications in which the layoffs shall be made and the number to be laid off from each classification. Employees shall be laid off at the time and in the number specified by the City Manager. Employees in the affected classifications shall be removed starting with the employees with the least classification seniority. "Classification Seniority" means the employee's length of service in a classification for which he is currently qualified and has successfully served; it includes periods of service in higher paying classifications which include the skills of the classification involved; classification seniority is frozen during periods in which the employee serves in another classification but has not broken his City seniority. In the affected classification, temporary employees shall first be laid off, then seasonal, then part-time, then provisional, then probationary employees and then regular full-time employees, provided that in all cases employees remaining must be qualified to perform the work required.

Section 3. Displacement.

Employees laid off from their own classifications may displace employees with less City seniority to the extent provided in this Section. An employee may only displace another employee in a same- or lower-rated classification. To do so, the employee must be minimally qualified to perform the work of the classification, except when displacing a less senior employee in the entry level class, in which case the employee must be capable, with reasonable training, to perform the job. An employee who moves into a classification shall receive the rate of pay in the new classification, which results in the least amount of decrease in his wage rate.

Section 4. Recall.

Employees shall be recalled based upon the same principles as are used for lay off. Notification shall be by certified mail to the employee's last known address. It is the employee's responsibility to provide the City his current address and telephone number where he may be promptly reached. Employees shall have 14 calendar days from the date of delivery to the employee's last known address of notification of recall in which to return to work. Any employee who does not respond to a recall within that time shall forfeit his employment rights.

Section 5. Retention of Seniority.

City seniority means continuous length of service with the City. Seniority in employment shall terminate in the following cases:

- (a) Discharge.
- (b) Quit.
- (c) Retirement.
- (d) Lay-off or other absence without return to work for two years, or, if less, for a period of time equal to the employee's seniority when the layoff or absence began.
- (e) Failure to return to work at the completion of a leave of absence.
- (f) Failure to return to work when recalled from layoff as provided in Section 4 of this Article.

An employee who is permanently transferred from this bargaining unit does not automatically lose his City seniority, but does lose any employment protection under this Agreement. Instead, he shall have the employment protection applicable to his new position.

ARTICLE 12 - VACANCIES AND PROMOTIONS

Section 1.

The filling of vacancies and promotions shall be governed by the City's Personnel Rules and Regulations, which are currently in effect.

Section 2.

Any employee, whether probationary or regular, may be considered for any entry level open position upon completion of the required application process. Any employee who is still on probationary status will not be eligible to apply for any open promotional position.

ARTICLE 13 - OUTSIDE EMPLOYMENT

An employee may engage in outside employment so long as such activity does not interfere with the proper performance of his/her duties. Outside employment may be prohibited when:

- (a) It causes frequent absences or tardiness;
- (b) It has caused the quality of the employee's work to deteriorate;
- (c) It has an adverse effect on the public's confidence in the employee or the City government;
- (d) It could reasonably result in a conflict of interests; or
- (e) It in any other way results in a significant disadvantage to the City.

ARTICLE 14 – WAGES

Section 1. Step Increases.

Employees shall receive wages as outlined in Addendum #1. Employees may receive step increases, based on merit, until the maximum step is reached. There shall be no step increases beyond the maximum shown in Addendum #1. Effective December 15, 2025, bargaining unit members will receive a wage increase of 3.0 percent in the first year of the contract, 3.0 percent in the second year of the contract and 3.0 percent in the third year of the contract.

Section 2. Stand-By Pay.

Stand-By-Duties shall consist of an employee being on-call to respond to and/or relay emergency service requests which occur during non-business hours. This payment shall be a lump sum and shall not be reduced by any hours that are worked as the result of responding to a call-in.

If a Water, Wastewater, Street or Parks Department employee is authorized to perform "Stand-By-Duties" and to receive "Stand-By-Pay," during a period from end-of-business on a Friday to beginning-of-business the following Monday, a lump sum payment shall be made for this service at the following rate:

- 2-Day weekend: \$250.00

*If a holiday occurs during a weekend duty period, \$75.00 per holiday will be added to the duty rate.

If a Water, Wastewater, Street or Parks Department employee is authorized to perform "Stand-By-Duties" and to receive "Stand-By-Pay," during the normal weeknights of Monday night thru Thursday night, a lump sum payment shall be made for this service at the following rate:

- Normal weeknights (Mon-Thur): \$25.00/night

If a Water or Wastewater employee is scheduled to perform "Stand-By-Duties" and to receive "Stand-By-Pay," in addition to performing weekend duties at the Water Plant and Wastewater Plant, a lump sum payment shall be made for this service at the following rate:

- Weekend Duties: \$350.00

*If a holiday occurs during a weekend duty period \$75.00 per holiday will be added to the duty rate.

Section 3. Plus Rating.

An employee that is required to work on a temporary basis and substantially perform the job duties in a Classification that is substantially different in nature from his hired Classification and is a higher paid Classification for a minimum of four (4) hours, shall be paid at the higher rate for the contiguous period they are required to perform such duties.

An employee that is required to work on a temporary basis and substantially perform the job duties of the 1-Man Refuse Truck and is a higher paid Classification for more than two (2) consecutive work hours shall be paid at the higher rate for the contiguous period they are required to perform such duties.

An employee that is required to work on a temporary basis and substantially perform the digging operations duties of the Backhoe and is a higher paid Classification for more than two (2) consecutive work hours shall be paid at the higher rate for the contiguous period they are required to perform such duties.

A plus rating to a supervisory position will be closely coordinated with the Department Director, is solely at the discretion of the Department Director, and may be approved on an as needed basis by the Department Director. Said higher rate shall be calculated as an eight percent (8%) increase from their current hourly rate. An employee that is required to perform duties in a lower paid Classification shall retain their current rate of pay.

Employees not qualified for plus rating because of lack of experience or qualifications may be assigned to the higher classification without plus rating for purposes of training. Such training shall not be for more than 80 hours. Training programs in excess of 80 hours shall be mutually agreed upon.

Section 4. Call-In Pay.

Call-in pay is payment for work assigned by the Department Director or his designee, and performed by an employee at a time disconnected from his normal and prescheduled hours of work. Work done in this manner shall be compensated at the rate of 1-1/2 times his regular rate of pay with a minimum of 3 hours pay (2 hours at a pay rate of time and one half) and, unless otherwise waived by the Department Director or his designee, shall be paid only during the time the employee is physically performing his assignment. The 2-hour minimum paid period shall be considered when applying the No Pyramiding clause as outlined in Article 16, Section 3.

Section 5. Incentive Pay.

Section 5.1 Promotion to Plant Operator I

Full-time regular employees in the Plant Operator Classification shall be eligible for promotion to the **Plant Operator I Classification** upon obtaining BOTH the Ohio EPA Water I and Wastewater I certifications. The promotion is eligible to begin at the start of the nearest pay period after the Plant Operator submits both certifications to the City Manager or their designee.

Section 5.2 Promotion to Plant Operator II

Full-time regular employees in the Plant Operator I Classification shall be eligible for promotion to the **Plant Operator II Classification** upon obtaining EITHER:

- the Ohio EPA Water II certification or higher and the Ohio Wastewater I certification; or
- The Ohio EPA Wastewater II certification or higher and the Ohio Water I certification.

The promotion is eligible to begin at the start of the nearest pay period after the Plant Operator I submits the certification to the City Manager or their designee.

Section 5.3 Promotion to Plant Operator III

Full-time regular employees in the Plant Operator Classification shall be eligible for promotion to the **Plant Operator III Classification** upon obtaining BOTH the Ohio EPA Water II or higher and Wastewater II certifications or higher. The promotion is eligible to begin at the start of the nearest pay period after the Plant Operator II submits the certification to the City Manager or their designee. There is no limit on the number of employees that are eligible to obtain the Plant Operator III Classification.

Section 5.4 Other Licenses and Certifications

Full-time regular employees who hold a valid Ohio Aquatic Operator's License will be eligible for an additional fifty cents (\$.50) per hour to be added to their base rate of pay. This incentive will only be awarded during the time period between Memorial Day to Labor Day and only to the one employee that is assigned responsibility for maintaining the Wilson Park Municipal Pool on any given day.

Full-time regular employees within the Parks/Recreation Department that hold the "BUSTR Class A" or "Playground Equipment Inspector" Certification will be eligible for an annual incentive payment of \$250.00 to be paid on or about the contract anniversary date each year. This incentive will only be awarded if the certification is valid and current. An employee will only be eligible for one (1) \$250.00 incentive pay per year regardless of the number of certifications held. However, eligibility for this incentive has no bearing on an employee's eligibility for the Ohio Aquatic Operator's License incentive.

ARTICLE 15 - JOB CLASSIFICATIONS

Section 1. Job Descriptions.

The City will list the responsibilities and duties of present classifications and provide this to the Union. Employees will have both an opportunity and a duty to provide their understanding of the content of their jobs. This will not in any way restrict the City's right to assign duties or to change job responsibilities and duties. It is simply to provide employees information about their own jobs and potential job opportunities.

Section 2. Multiple Duties.

All jobs are subject to the assignment of multiple duties. The City may assign additional duties to an employee and may assign other employees duties which he normally performs. All employees shall work together both with each other and with individuals employed by the City outside the bargaining unit, to serve the public effectively and efficiently. Nothing in this Article will deprive an employee of his right to plus rating under Article 14, Section 3.

Section 3.

When the City adopts a new classification and both the Union and the City agree that no dispute exists about its inclusion in the bargaining unit, or when a permanent or substantial change in an existing job classification occurs, the Union may, within ten (10) days of its establishment or the substantial changes in an existing classification's duties, initiate bargaining over the rate of pay assigned to the classification.

ARTICLE 16 – OVERTIME

Section 1. Hours of Work.

The normal schedule of hours shall consist of 8 consecutive hours per day, exclusive of an unpaid lunch break, 5 days a week, except where there is a continuous 24 hours per day operation or where there is a continuous 7 days a week operation made necessary because of the nature of the work.

Based on staffing needs and upon mutual agreement of the City, the Union, and the affected Employees the normal hours of work may be adjusted to an alternate schedule not to exceed 80 hours of work per two (2) week pay period.

Section 2. Overtime Pay.

Employees shall receive time and one-half their regular hourly rates of pay for all hours worked in excess of the normally scheduled hours. Typically, 40 straight-time hours in one week or in excess of 8 straight-time hours in one day, or in excess of 8 consecutive straight-time hours of work. In the event of the adoption of an alternate work schedule the calculation of overtime shall reflect the adopted normal work schedule. For the purpose of computing overtime, the normally scheduled hours shall include all time during an employee's normally scheduled straight time hours, that an employee spends while on paid holiday, sick leave, injury leave, vacation leave, or compensatory time.

Section 3. No Pyramiding.

There shall be no pyramiding of premium pay for the same hours worked.

Section 4. Rotating Shifts.

In order to facilitate rotating shifts, if any, there shall be no overtime paid to employees who work more than 40 hours in a work week or 8 hours in a work day where such excess hours are caused by changing from one shift to another.

Section 5. Overtime Assignments.

(a) The City reserves the right to require an employee to work overtime. The City shall not reprimand or

otherwise discipline an employee who fails to report for required overtime due to circumstances beyond the employee's control. The City shall create and post an overtime opportunity list consisting of all full-time bargaining unit employees. Same said list shall be broken down by division and seniority, and shall accurately reflect each employee's seniority status within their home division as well as overtime opportunity hours worked and overtime opportunity hours missed. The overtime list shall also include contact phone numbers for each employee and highlight the low hour employee for that posting. The overtime list shall be posted in a timely manner at each division employee bulletin board and updated at each pay period for 12 months consecutively beginning on the 1st day of January for each year of the contract. The City shall make every practical effort to equally offer and distribute overtime opportunities to all qualified bargaining unit employees performing a similar class of work.

- (b) At the beginning of each calendar year, all full-time employees with respect to overtime hours worked and overtime hours missed, shall begin with a zero balance on the overtime list. The division director or supervisor shall offer overtime first to the employee with the most division years of service and then successively down the seniority list until the number of employees needed is met. If a division overtime list is depleted and still more employees are needed, the City may secure such employees from other divisions as long as the provisions of Article 16 are followed. This overtime distribution process shall be in force until a newly updated overtime list is posted, where upon section 5.c. would be utilized.
- (c) As a newly updated overtime list is posted that reflects an employee's hours worked and hours missed all prescheduled and required overtime shall be offered first...by division, second...by number of logged hours worked plus logged hours missed (to determine the low hour employee), and thirdly...the minimum qualifications needed to adequately perform the overtime work. Should a dispute arise between two employees as to who should be offered work and they are both equal on the overtime list logs, the junior employee shall defer to the senior employee.
- (d) Call-ins shall be taken and worked by the duty person unless the duty person determines that the call-in involves a task that he is not qualified to perform. If other employees are needed to either handle the call or to assist the duty person then the duty person will secure the appropriate employee(s). The provisions set forth in Article 16 shall apply. Overtime opportunities shall be logged as hours missed when an employee verbally communicates to not accept the work offered or a good faith attempt was made by City representatives to place calls to an employee's primary contact number followed by their secondary contact number. The City representative shall place a message in the employee's voicemail where practical. However, no employee after reviewing their voicemail will report for duty without first contacting their supervisor to affirm if they are still needed.
- (e) The City reserves the right to assign holdover overtime work to the employee or group of employees who normally perform such work during their shift when such work is a continuation of that particular task of that shift. Holdover work shall be offered first to the employee with the least amount of logged overtime hours worked per the current posted overtime list (low hour person) as long as that employee worked a minimum of three hours on that task on that shift, followed by the other employees that worked that task in successive order of lowest hours.
- (f) It shall be understood that on rare occasions an overtime opportunity could develop that requires very specific knowledge or technical skills or of an extreme emergency that will in fact and effect limit the pool of qualified employees available. In such rare instances, the Union will defer to the discretion of the division director and or the City Manager as to the appropriate employees to offer the overtime work. No attempt will be made to utilize Section 5.F. in order to negate or suspend the other provisions of Article 16 nor shall it be used to promote favoritism or discriminate against any employee and will be subject to periodic review in Labor/Management meetings.
- (g) In the event that it is determined that a Division Supervisor is failing to follow proper procedure in securing overtime coverage, the Division Director is to be notified right away.

Section 6. Meal Allowance.

The City will pay employees a meal allowance after twelve (12) consecutive hours of work and thereafter at four (4)

hour intervals, if the employee is scheduled to continue working beyond the end of these time periods. An employee lunch break will not be considered to result in a break in consecutive hours of work for the purpose of a meal allowance. The allowance for each meal will be \$10.00. An employee lunch break will not be considered to result in a break in consecutive hours of work for the purpose of a meal allowance.

Section 7. Compensatory Time.

- A. Any Compensatory Time shall only be available if and only if an employee physically works for two (2) hours or more during a given overtime event;
- B. From the beginning of a payroll year through November 1st of that year, at the employee's election for Compensatory Time, all overtime worked shall be compensated, either at the rate of one-and-one-half times the employee's regular rate in which it was earned or in compensatory time, accrued at the same rate;
- C. At no time may an employee's Compensatory Time bank exceed **32 hours**;
- D. Requests for the use of Compensatory Time are limited to one request per pay period. Such requests and may be taken in any unit not less than ¼ hour and **not more than 16 hours** and must be approved in the same manner and timing as vacation time, utilizing a Request For Leave Slip, pursuant to Article 17, Section 3;
- E. Compensatory Time requests will not be approved if it is reasonably anticipated at the time of the request that the request will cause overtime to be incurred or if the needs of the service require that the request be denied. In the event that the needs of the service require that the request be denied, the reason for such denial will be communicated to the employee. Once approved, Compensatory Time shall not be revoked unless the department declares an emergency.
- F. No Compensatory Time shall be approved to be used during the last two payroll periods of a given year;
- G. Any Compensatory Time accrued but unused after the timeframe allowable for use has expired, will have such accrued balance paid to the employee on or about the last payroll period of a given year. No Compensatory Time may be rolled over from one payroll year to the next.
- H. The City shall not mandate the use of the employees' accrued compensatory time.
- I. Compensatory Time shall be considered "hours worked" for overtime purposes.
- J. Accrual of Compensatory Time shall be considered as "overtime hours worked" for the calculation of the Overtime Opportunity List.
- K. Compensatory Time may not be utilized in the same payroll period in which it is earned.

ARTICLE 17 – VACATIONS

Section 1. Total Vacation Hours per Pay.

Bargaining unit employee vacation shall be accrued as outlined in the chart below. Employees shall continue to accumulate vacation time while on any paid leave.

Length of Service (Years)	Total Vacation Hours per Pay
0-5	3.08
After 5	5.231
After 10	5.539
After 15	6.154
After 20	7.077

When an employee completes the minimum number of years of service to qualify for the next higher level in the vacation schedule, the employee shall begin on their anniversary date accruing vacation at the higher rate to which they are entitled.

Section 2. Vacation Carryover.

An Employee may carryover a maximum equal to the amount stated below into the next payroll year. Maximum carryover is as follows:

- 0-5 years – 136 hours
- After 5 years – 192 hours
- After 10 years – 208 hours
- After 15 years – 224 hours
- After 20 years – 240 hours

2.1 Reconciliation of Hours.

Each year in following the final pay period of the year, employees who have accrued vacation hours in excess of the maximum allowable accumulation will have their accrued vacation hours adjusted to an amount not to exceed the allowable accumulation. All hours exceeding the allowable accumulation will be forfeited at that time. The actual reconciliation date will coincide with the final day of the payroll year.

Section 3. Vacation Year.

Employees may exercise their classification seniority in scheduling vacation preferences so long as such preferences are requested of their Department Director by January 31 of each calendar year. If granting the vacation request would result in an insufficient staffing level, the less senior employees will not be granted their initial preferences, but may pre-schedule their vacations at a different time that will not interfere with staffing levels. Vacation may be taken in units of not less than four (4) hours, except upon mutual agreement. All vacations are subject to approval by the Department Director or his designee.

Section 4. Non-Prescheduled Vacations.

An employee requesting non-prescheduled vacation must submit his request to Management at least 7 calendar days prior to commencement of such leave. This provision may be waived at the discretion of the Department Director or his designee.

Section 5. Payment for Unused Vacation Time.

Any employee who quits after giving a two (2) week notice of his/her resignation, is terminated or retires, and such employee has unused vacation time to his/her credit, shall receive payment for such unused vacation at the time of termination.

ARTICLE 18 – HOLIDAYS

Section 1. Designated Holidays: The following are designated paid holidays:

New Year's Day
President's Day (3rd Monday in February)
Friday before Easter
Memorial Day (Last Monday in May)
Juneteenth
Independence Day
Labor Day (First Monday in September)
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

4 Personal Leave Days

Personal leave days shall be adjusted for any new full-time employee who had a hire date that is later than the end of the second (2nd) quarter of the payroll year. If hired during the 3rd quarter of the year, they will receive two (2) personal leave days. If hired during the fourth (4th) quarter, they will receive one (1) Personal Leave day.

When any of these days falls on a Saturday or a Sunday, the City Manager shall determine whether the preceding Friday, the following Monday, or another day shall be observed as the holiday. This shall not apply to an employee, who due to the rotating schedule would be scheduled to work on an original holiday, who shall instead observe the original holiday, even when it falls on a Saturday or Sunday.

Section 2. Pay For Holidays. Employees shall be paid for the holidays designated in Section 1 of this Article and shall not be required to work on such holidays, except for employees who due to the rotating schedule would be scheduled to work on an original holiday or unless, in the opinion of the Department Director or his designee, failure to work on such holidays would impair the public service.

Payment shall be made for such holiday, provided the employee works his last scheduled shift preceding the holiday and his first scheduled shift following the paid holiday, or is otherwise excused by his Department Director or his designee from the scheduled assignments during the holiday week due to sick leave, vacation leave or personal leave.

An employee covered by this Agreement who is required to work on his/her observed holiday, shall be compensated at the rate of time and one-half in addition to holiday pay.

ARTICLE 19 - SICK LEAVE

Section 1. Accumulation.

An employee shall accumulate sick leave at the rate of 4.616 hours for each completed pay period up to a maximum of 1500 hours. An employee who reaches the maximum accrual on sick leave hours will cease to accrue sick leave until their balance has dropped below the maximum allowable accumulation. Sick leave shall be charged in units of 0.25 hours.

Section 2. Granting of Sick Leave.

An employee may use sick leave:

- (a) In case of his illness, injury, childbirth, or exposure to a contagious disease;
- (b) For medical, dental, or optical examination or treatment (Such leave shall be limited to the actual hours necessary for such medical, dental, or optical examination or treatment, including reasonable travel time);
- (c) Illness or injury of a member of the immediate family, which requires the employee's personal care and attendance in accordance with current FMLA law. Time limits depend upon each individual set of circumstances. Management shall be governed by the following guidelines in approving sick leave usage for family members unless otherwise required by law:
 - 1) An employee may use up to four (4) hours sick leave to take a member of his immediate family, as defined above, to or from the hospital or doctor, or to make arrangements for the care of the ill or injured person, provided no other person is available. If the actual time spent performing the acts described in this section is less than four (4) hours, the employee must return to work as soon as he or she is able.
 - 2) An employee may use up to one (1) day sick leave on the day surgery is to be performed on his spouse or children, if it occurs on a working day.
 - 3) An employee may be granted up to one (1) day sick leave on the date of his child's birth, and up to one (1) day sick leave on the day the child is brought home from the hospital, if either occurs on a working day.
 - 4) Up to two (2) days of sick leave may be used by a member each year for convalescence of a member of the immediate family. Such usage may be extended to five (5) days per year at the discretion of the personnel director, upon written certification by a medical care provider that such leave is necessary.
- (d) This section shall be interpreted and applied in conformity with the provisions of the family medical leave act.
- (e) Enforced quarantine of the employee in accordance with community health standards.

Section 3. Sick Leave Application.

To request sick leave, the employee will complete a signed, written statement explaining the nature of the illness or other reason for taking sick leave on forms devised by Management. If medical attention is required, the employee must submit a certificate from a licensed physician stating the nature of illness to be eligible for sick leave benefits. Management reserves the right to withhold benefit payments to any employee submitting a false claim or the abuse of the privileges covered in this Article and may take disciplinary action, including discharge. Falsification of either the written, signed statement or the physician's certificate are grounds for disciplinary action, including discharge. A determination that an employee is abusing sick leave will not be based solely on the number of sick days used. The Union hereby reaffirms the commitments made in this Section and agrees to cooperate with Management in dealing with any violation of this Article.

Section 4. Reporting Absence.

An employee who is unable to report to work shall notify the Department Director or his designee prior to the employee's time for reporting to work unless emergency conditions make such reporting impossible. Subsequent reporting beyond the first day of absence shall be determined at the discretion of the employee's Department Director or his designee.

Section 5. Bereavement Leave.

- (a) Up to 5 days of leave, not deducted from accumulated sick leave, will be granted to attend the funeral of the following members of the employee's family:

Spouse	Parent
Child	Parent-in-Law
Stepchild	Step Parent
Brother	Sister
Step Parent-in Law	Loss of unborn child

- (b) Up to 3 days of leave, not deducted from accumulated sick leave, will be granted to attend the funeral of the following members of the employee's family:

Grandchildren	Step Grandparent	Sister-in-Law
Grandparent	Brother-in-Law	
Other members of the employee's family residing in employee's household.		

1. In those situations where attendance at the funeral necessitates extended out-of-state travel, the employee may use up to two (2) days of sick leave, subject to the approval of the City Manager, for the extended travel. Such days shall be in addition to the three (3) days provided above.
2. Up to three (3) days of unpaid leave may be granted to attend the funeral of a member of the employee's family not included in the definitions set forth herein.
3. In the event that it is necessary for an employee to utilize vacation or personal leave time for Bereavement purposes, the 7-day prior notice requirement will be waived.

Section 6. Conversion.

- (a) Accumulated and unused sick leave accrual in excess of 720 hours as of December 31st of each year, may be converted by any regular full-time employee to vacation leave at the rate of three (3) hours of accumulated sick leave for one (1) hour of vacation leave.

A maximum of forty (40) such vacation hours may be acquired by an employee through such conversion in any one calendar year. If an employee converts sick leave to vacation leave, such vacation leave shall not be subsequently reconverted to sick leave, unless the conversion is elected within the same calendar year and is supported by a medical certificate.

- (b) All employees may convert their accumulated and unused sick leave benefits existing at the time of their retirement under a qualifying State of Ohio retirement system (e.g., Ohio Public Employee Retirement System (OPERS)) or death up to a maximum of 1500 hours. Such conversion rate shall be at the rate of 3 unused sick leave days for 1 cash payment day. Benefits payable upon the death of the employee shall be payable to the beneficiary of record under the City's group life insurance plan, if any, otherwise such benefits shall be paid to the estate of the deceased employee.

Section 7. Incentive.

A regular full-time employee who uses thirty-two (32) or less sick hours during the payroll year of any given year will be eligible for the following incentive:

- 1) Any employee who has utilized thirty-two (32) or less hours of sick time will be awarded a cash incentive payment of \$150 no later than January 31st of the next year.
- 2) Any employee who has utilized twenty-four (24) or less hours of sick time will be awarded a cash incentive payment of \$300 no later than January 31st of the next year.
- 3) Any employee who has utilized sixteen (16) or less hours of sick time will be awarded a cash incentive payment of \$500 no later than January 31st of the next year.
- 4) Any employee who has perfect attendance for the year will receive one (1) extra personal leave day in addition to the cash incentive payment of \$500. Both will be reflected no later than January 31st of the next year. Vacation leave, Personal leave, and Compensatory Time will not count as missed work for the purposes of the attendance incentive.

Section 8. Excessive Absenteeism / Abuse of Sick Leave.

1. Full time regular employees who experience forty-eight (48) or more hours of sick leave usage during the 12-month payroll period may be subject to the following procedure:
 - a. On the request for the 48th hour of sick leave usage and for each subsequent sick leave request during the 12-month payroll period, the Department Director may counsel the employee regarding absenteeism. A written record of the counseling will be documented on an "Excessive Absenteeism Counseling" Form or noted in the employee performance review and signed by the employee. Distribution of the record will be to the Department Director, the employee, and the employee's personnel file (original). Sick leave absences for which the employee provides a Doctor's note will not be included in the 48 hours of sick leave usage for purposes of this section. (Section 8)
 - b. If after formally counseling the employee, the Department Director feels that the employee is continuing to experience excessive absenteeism, he/she may issue a "Letter of Reprimand" to the employee. The employee is to sign the document acknowledging receipt thereof. The original "Letter of Reprimand" will be placed in the employee's personnel file with a copy given to the employee.
 - c. If after issuing the letter of reprimand and it is determined that the employee continues to abuse the sick leave policy, that employee may be subject to progressively more disciplinary action.

ARTICLE 20 - INJURY LEAVE

Section 1. Service-Connected Injury.

In the event of an Industrial Commission determined service connected occupational illness or injury, which does not allow the employee to perform either his or her duties or the duties of a modified duty classification, if offered and available, which is incurred in the course of and arising out of employment with the City of West Carrollton, leave of absence will be granted by the City Manager for up to 26 weeks. At the discretion of the City Manager, such leave may be extended for a period not to exceed twenty-six (26) weeks upon the application of the injured employee, and certification by a medical care provider that such leave is necessary, and that it is likely that the employee will be able to return to work within the additional twenty-six (26) weeks. Injury leave will be denied if an alleged injury or occupational disease is found to not be compensable by the Ohio Industrial Commission. During such period of injury leave the employee shall be paid his/her regular rate of pay based on a 40-hour week.

Section 2. Use of Sick Leave.

At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may use his/her accumulated sick leave.

Section 3. Reinstatement.

An employee absent from work because of any service connected occupational illness or injury as determined by the Industrial Commission shall be entitled to reinstatement at the grade and step of pay received immediately prior to the date of such illness or injury, upon approval of his application to return to work. Such application must be made within 120 days following the date of the exhaustion of his injury leave and sick leave.

Section 4. False Claim.

The City reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against any employee who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer while on injury leave.

Section 5. Transitional Duty.

Nothing in this Article shall be interpreted so as to limit the right of the City to assign an employee on injury leave to transitional duty upon receipt of satisfactory medical evidence that the employee is physically capable of performing such transitional duty. The duties assigned to the employee need not be directly associated with his/her regular classification. During such period of injury leave while the employee is performing restricted duty, he/she shall be paid his/her regular rate of pay.

ARTICLE 21 – INSURANCE

Section 1. Coverage.

- A. The City shall make available to employees covered hereunder a group health care program, which shall consist of at least one health care plan. If the City offers more than one health care plan in the group health care program, then the City shall designate one of the health care plans as the Core Plan, taking into consideration the recommendation of the Insurance Committee as described below. If the City offers one health care plan in the group health care program, then that plan shall be designated as the Core Plan.

Each employee who elects or has coverage under this Section will contribute fifteen percent (15%) toward the premium of the Core Plan and the City will contribute eighty-five percent (85%) toward the premium of the Core Plan. Each employee must elect to subscribe to such plan before insurance payments for same will be made by the City. In the event the employee should elect not to subscribe to the plan, additional compensation shall not be paid to the employee. Employees not electing to subscribe to the plan must sign a waiver form. An employee shall become eligible for said insurance upon being hired in a full-time non-temporary status.

The Union and City have a mutual interest in maintaining the lowest possible costs for health care coverage, with each sharing in costs as described in this Section. The parties will continue the use of an Insurance Committee comprised of members from various segments of City Service. The Labor Council will appoint an employee to the Insurance Committee. If a health insurance carrier changes benefit levels, or if the costs increase to a level where the City anticipates the need to change the health care provider and/or benefit levels, the City will convene the Insurance Committee to review the circumstances, and research and consider alternatives to maintain acceptable benefit levels at a reasonable cost to employees and the City. If the City elects to offer more than one health care plan in its health care program, then the City will convene the Insurance Committee to research and review potential health care plans, make a recommendation on which plans to offer, and make a recommendation on which plan will be designated as the Core Plan. The recommendation of a majority of the members of the Insurance Committee will be submitted to City Council for its consideration.

If the City offers a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA), then the City shall annually contribute 65% of the employees' annual HDHP deductible amount to the employees' HSA. This contribution to the employees' HSA will be paid as follows:

- The first half of the contribution shall be paid into the employees' HSA in January each year.

- The remaining half of the contribution will be paid in equal installments on each remaining pay date for the year.

If an employee encounters a hardship that will exhaust all of the employee's HSA funds, then the employee may request an emergency distribution of the remaining annual contribution. Such a request shall be made to the Human Resources Manager, and the request will be approved at the discretion of the City Manager. All health care costs beyond the City's 85% contribution to the premium of the Core Plan and the City's 65% deductible contribution to the HSA (when applicable as described above) shall be paid by the employees.

- B. Each employee must elect to subscribe to one of the plan options before insurance payments for same will be made by the City. In the event the employee should elect not to subscribe to a plan, additional compensation shall not be paid to the employee. Employees not electing to subscribe to the plan must sign a waiver form. An employee shall become eligible for said insurance upon being hired in a full-time regular status.
- C. The City shall provide, at no cost to the employee, twenty-five thousand dollars (\$25,000) life insurance and twenty-five thousand (\$25,000) accidental death and dismemberment insurance. The amounts of life insurance and accidental death and dismemberment insurance shall be reduced by a certain percentage as the employee ages in accordance with the current policies of the issuing insurer.

Section 2. Coordination of Benefits.

The Group Health Care Benefits are subject to coordination of benefits in accordance with the provisions of the master agreement between the insurance carrier and the City.

Section 3. Subrogation.

If an employee incurs medical expenses or injury leave payment in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the City's insurance carrier shall be subrogated to all of the employee's rights of recovery against the third party to the extent of any and all payments made by said insurance company with respect to such illness or injury and the employee or his appropriate agent shall execute all papers and take all action necessary and proper to secure to the City's insurance carrier such rights of subrogation.

ARTICLE 22 – CLOTHING

Section 1. Protective Clothing/Eyewear.

The City shall furnish such items of protective clothing as gloves, boots, and hard hats as deemed necessary by the Department Director to protect employees while on the job. The City shall also pay up to \$750.00 during the life of this contract towards the purchase of approved safety shoes as deemed necessary by the Department Director. The City shall continue its practice of providing prescription safety glasses.

Regular employees that are regularly assigned to the Refuse Division will receive an additional \$250.00 per year to offset the excessive wear and tear on boots and uniforms that occur from the normal performance of their position duties. This payment will be made to the employees on or about the contract anniversary date each year.

Section 2. Uniforms.

The City shall provide uniforms to all employees covered in accordance with the policy in effect at the time of the ratification of this Agreement. Such uniforms shall be provided at no cost to the employees.

ARTICLE 23 - EDUCATION BENEFITS

Section 1. Education Benefits.

- A. Employees who are authorized and/or required by the City to attend training seminars or courses shall have the cost for the tuition of such seminars or courses paid for by the City.

- B. Regular Full-time employees may receive reimbursement for the tuition for job-related degrees or training programs. Any employee desiring to receive such reimbursement must receive approval from the Division Director and the City Manager prior to enrolling in the course or courses.
- C. The payment of tuition reimbursement shall be subject to the following guidelines:
 - 1. The course or courses must be taken from an accredited or approved college, university, secondary school, technical institute, business institute, trade school, or an approved training program (e.g. EPA or ODOT).
 - 2. The course or courses must be directly related to the employee's current position or a promotional position for which the employee is eligible, or must be part of a degree program related to the employee's current position or a promotional position.
- D. The City will pay 100% in tuition reimbursement for any course that a member passes up to the maximum amount stipulated in Section E below.
- E. The maximum amount which an employee covered hereunder can receive in any one calendar year for tuition reimbursement shall be \$1500, if funds are available from the Division training budget, and provided the City does not have to cancel other necessary training.
- F. An employee covered hereunder who terminates employment with the City within two years after completing a course or courses under the tuition reimbursement program shall refund to the City on a pro-rated basis the money received for courses taken within two years of the employee's termination date. The amount to be refunded may be withheld from any termination pay due the employee. Employees whose services are terminated by the City will not be required to make a refund.

Section 2. Licensing.

- A. Any payments or reimbursements listed within Article 31 of this Agreement are excluded from consideration in Article 23.

ARTICLE 24 - NON-DISCRIMINATION

The City, the Union and each employee shall cooperate to abide by, and will abide by, all applicable laws prohibiting discrimination on account of race, sex, creed, nationality, handicap, age, or union membership or non-membership.

ARTICLE 25 - HEALTH AND SAFETY

Section 1. Responsibility.

The City shall provide a reasonably safe place of employment. The Union and each employee will cooperate to carry this out. Any employee knowing of a potentially unsafe condition shall notify his supervisor, and if appropriate, higher management officials, of the condition, promptly.

Section 2. Medical Exams for Leave of Absence.

The City may require employees returning from or remaining on a leave of absence because of illness, injury or other disability, to undergo an examination by the City physician or other appropriate examiner, and receive his approval before being permitted to return to work or to remain on leave. Such an examination will be paid for by the City, and the results will be made known to the employee.

Section 3. Fitness.

If at any time the City has an honest question based on objective evidence that an employee's physical or mental

condition threatens his or any other person's health, safety, or job performance, the City may require an examination of an employee. If the examination shows that the employee's condition jeopardizes his/her or another's health or safety, or his/her job performance, the City may take appropriate action such as placing the employee on sick leave, or transferring him or any other action which is just, based on the results of the examination.

Section 4. Medical Issues.

If an employee disagrees with the conclusion of the City's physician or other examiner, he may submit to an examination by his own physician or other examiner and provide the results of this to the City. If the two do not agree, the issue may then be referred to a third physician or other examiner, mutually agreed upon by the City's and the employee's physician. To do so, the employee must request this within 14 calendar days. The cost of the third examination will be paid for equally by the City and the employee. The determination of the third examiner shall be final and binding and is in place of all other arbitration or grievance procedures on those issues.

Section 5. Safety Committee.

A safety committee shall be established by the Union and the City which shall be composed of a minimum of four (4) members, two (2) to be appointed by the Union, and two (2) to be appointed by the City. The safety committee shall meet from time to time upon the request of either party to discuss and attempt to resolve safety problems. If a serious safety problem arises, either party may request a safety committee meeting with a minimum of 24-hour notice.

Section 6. Wellness Program.

A minimum of one (1) employee will represent the Union on the City Wellness Committee.

ARTICLE 26 – WAIVER

Section 1.

The Union and the City have had ample opportunity to present for negotiations any subject desired. This Agreement represents the full economic and non-economic negotiated package for its duration. Each, therefore, clearly and unmistakably waives for the remainder of the term of this Agreement the right to require either party to negotiate on any subject, even though not now known, whether or not covered in the Agreement and whether or not mentioned during negotiations. This shall not be considered "boiler-plate" or a routine "zipper clause."

Section 2.

This Agreement is complete in writing. It may be amended only by an instrument in writing signed by the City and appropriate Union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of his Agreement.

ARTICLE 27 - EFFECT OF LAW

Section 1.

This Agreement is subject to the United States Constitution, all applicable federal statutes, and regulations, and the Ohio Constitution, and any provisions of this Agreement in conflict with them shall be of no further force and effect, but the rest of the Agreement will remain in full force and effect. This Agreement supersedes applicable State and City Laws and Ordinances as validly provided by R.C. 4117.10A.

Section 2.

Should any article, section, or portion of this agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific article, section, or portion of the agreement. The parties will meet to negotiate a lawful replacement for the abrogated provision. The remainder of the agreement shall remain in full force and effect.

ARTICLE 28 - LABOR MANAGEMENT RELATIONS

Section 1. Committee.

The City and the Union will each have representation on the Labor Management Committee.

Section 2. Purpose and Meetings.

The Committee may discuss matters of mutual concern. It will meet at the request of either party, and will discuss those subjects suggested in advance.

Section 3. Excluded Subjects.

Neither party will try to re-negotiate this agreement, or to make the committee a substitute for the grievance and arbitration procedure.

Section 4. No Waiver of Ability to Bargain.

For purposes of R.C.4117.08 or any other similar statute, nothing in this Article will be considered an existing provision in a labor agreement, and neither party waives its rights to refuse to bargain about any subject as a result of this Article.

Section 5. On Duty Attendance.

Employee representatives may, at the discretion of his Department Director, attend a Committee Meeting when scheduled to work and with no loss of regular straight time pay. An on-duty employee shall be available to perform duties.

ARTICLE 29 - MILITARY LEAVE

Section 1. Military Leave

Military Leave shall be granted in accordance with Section 7.12, Personnel Rules and Rules and Regulations.

ARTICLE 30 - JURY DUTY/WITNESS LEAVE

Section 1. Notice.

An employee who is called for jury duty or subpoenaed to appear as a witness shall promptly notify his/her supervisor or the individual designated by him/her for such matters, and shall keep his/her supervisor or his/her designee promptly informed of all developments as to his/her jury duty or witness leave.

Section 2. Jury Duty / Witness Leave Pay.

The City will pay an employee called to jury duty or subpoenaed to appear in a legal proceeding by virtue of the employee's employment with the City, any loss in regular straight time earnings, less any court pay or witness fee for leave under the terms of this Article.

An employee subpoenaed to appear in a legal proceeding which is not related to the employee's employment with the City will be granted witness leave on a "without pay" basis.

Section 3. Proof.

As a condition of pay and/or the granting of leave from the City, the employee shall provide certification of the dates of jury duty or witness leave and the amounts of any payment for that duty.

Section 4. Return to Work.

When an employee is released from jury service or has completed his/her duties as a witness, he/she shall report to work for the remainder of time left during the employee's scheduled hours.

Section 5. Excused from Duty.

The City encourages every employee to accept his/her duties as a juror. However, where an employee's duties require the City to request his/her excuse from jury duty, the employee will cooperate in seeking to be excused.

ARTICLE 31 - LICENSING

Section 1. Commercial Driver License Renewal.

The City shall reimburse all full-time employees for the actual cost of renewing their Commercial Driver's License (CDL) portion of their driver's license where the CDL is required of the job by minimum qualifications or by the Department Director.

Section 2. Commercial Driver License Class.

The City shall pay for the costs of an employee's registration and attendance (in the form of wages during the attendance period) of a Commercial Driver License Class. Such payment will be one time only per employee.

Section 3. Plant Operator Licensing.

For employees working under the Plant Operator position descriptions, the City shall pay for the costs of an employee's classes and testing for an Ohio EPA Water Supply and/or Ohio EPA Wastewater Collection license. Such payment will be one time only per employee per license.

Section 4. Spray License.

For employees working under the Parks Department position descriptions, the City shall pay for the costs of an employee's classes and testing for a certified Spray License. Such payment will be one time only per employee per license.

Section 5. Employee Commitment to City.

An employee who receives the registration and attendance benefit to attend the Commercial Driver License Class (Section 2), the classes and testing benefit for the Plant Operator License (Section 3), or the classes and testing benefit for the Spray License (Section 4) hereby commits to the City the following:

- A. If attaining said License is a requirement of the employees Position Description, employee commits to a two (2) year minimum employment period with the City, beginning from the date the City incurred the expense of said License. If the employee voluntarily terminates his employment with City prior to the end of said commitment period, employee will reimburse to the City, the full amount of the cost incurred of said License.
- B. If attaining said License is NOT a requirement of the employees Position Description, employee commits to a three (3) year minimum employment period with the City, beginning from the date the City incurred the expense of said License. If the employee voluntarily terminates his employment with City within the first two years of said commitment period, employee will reimburse to the City, the full amount of the cost incurred of said License. If the employee voluntarily terminates his employment with City within the third year and prior to the end of said commitment period, employee will reimburse to the City, half (50%) of the full amount of the cost incurred of said License.

ARTICLE 32 - DRUG TESTING

The City has the right to maintain a random, mandatory drug testing program in compliance with the Department of Transportation drug testing guidelines for all employees in the WCIEA Union who possess a valid Commercial Driver's License (CDL). The City may require an employee who does not possess a valid CDL or any employee in the Union, if the DOT's drug testing guidelines are not applied to municipalities, to undergo random testing for use of substance and/or alcohol on a random basis. Such testing will be done using accepted and recognized procedures, including procedures to protect individual privacy. Any proposed changes to the policy agreed to between the WCIEA and the City shall be negotiated.

ARTICLE 33 – DURATION OF AGREEMENT

This agreement shall be effective as of **December 15, 2025**, and shall remain in effect through **December 14, 2028**. No later than sixty (60) days prior to the termination of this Agreement, either party may notify the other in writing of their intent to continue or modify this Agreement.

IN WITNESS AND AGREEMENT WHEREOF, the parties hereto have set their hands this ____ day of _____, 20__.

For:

THE CITY OF WEST CARROLLTON

For:

THE WEST CARROLLTON INDEPENDENT
EMPLOYEES ASSOCIATION

Amber Holloway
City Manager

Chris White
Chief Steward

Dan Wendt
Assistant City Manager

Mark Windlé
Secretary

Julie Duffy
Finance Director

Jacob Gore
Treasurer

Rich Norton
Service Director

Christian Mattingly
Parks Director

Christina Mays
Human Resources Specialist

Approved as to Form:

Douglas C. Anspach Jr.
Labor Attorney for the City

ADDENDUM #1 – WAGE RATE TABLE

Year 1 - Effective 12/15/2025

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Refuse Worker Laborer	\$21.35	\$22.42	\$23.55	\$24.72	\$25.96	\$27.25	\$28.61	\$30.05
Refuse Worker I	\$22.42	\$23.55	\$24.72	\$25.96	\$27.25	\$28.61	\$30.05	\$31.55
Refuse Worker II	\$23.55	\$24.72	\$25.96	\$27.25	\$28.61	\$30.05	\$31.55	\$33.12
Maintenance Repair Person Laborer	\$22.42	\$23.55	\$24.72	\$25.96	\$27.25	\$28.61	\$30.05	\$31.55
Maintenance Repair Person I	\$23.55	\$24.72	\$25.96	\$27.25	\$28.61	\$30.05	\$31.55	\$33.12
Grounds Maintenance Specialist	\$24.37	\$25.59	\$26.86	\$28.20	\$29.61	\$31.10	\$32.65	\$34.29
Maintenance Repair Person II	\$25.38	\$26.65	\$27.97	\$29.38	\$30.85	\$32.39	\$34.01	\$35.71
Facility Maintenance Person	\$24.37	\$25.59	\$26.86	\$28.20	\$29.61	\$31.10	\$32.65	\$34.29
Maintenance Worker Laborer	\$22.42	\$23.55	\$24.72	\$25.96	\$27.25	\$28.61	\$30.05	\$31.55
Maintenance Worker I	\$23.55	\$24.72	\$25.96	\$27.25	\$28.61	\$30.05	\$31.55	\$33.12
Maintenance Worker II	\$24.37	\$25.59	\$26.86	\$28.20	\$29.61	\$31.10	\$32.65	\$34.29
Maintenance Worker III	\$25.38	\$26.65	\$27.97	\$29.38	\$30.85	\$32.39	\$34.01	\$35.71
Utility Service Person Laborer	\$22.42	\$23.55	\$24.72	\$25.96	\$27.25	\$28.61	\$30.05	\$31.55
Utility Service Person I	\$23.55	\$24.72	\$25.96	\$27.25	\$28.61	\$30.05	\$31.55	\$33.12
Utility Service Person II	\$24.37	\$25.59	\$26.86	\$28.20	\$29.61	\$31.10	\$32.65	\$34.29
Utility Service Person III	\$25.38	\$26.65	\$27.97	\$29.38	\$30.85	\$32.39	\$34.01	\$35.71
Plant Operator Laborer	\$23.55	\$24.72	\$25.96	\$27.25	\$28.61	\$30.05	\$31.55	\$33.12
Plant Operator I	\$24.72	\$25.96	\$27.25	\$28.61	\$30.05	\$31.55	\$33.12	\$34.78
Plant Operator II	\$25.59	\$26.86	\$28.20	\$29.61	\$31.10	\$32.65	\$34.29	\$36.00
Plant Operator III	\$26.63	\$27.95	\$29.36	\$30.83	\$32.37	\$33.99	\$35.69	\$37.47

Year 2 - Effective 12/28/2026

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Classification								
Refuse Worker Laborer	\$21.99	\$23.10	\$24.25	\$25.46	\$26.73	\$28.07	\$29.47	\$30.95
Refuse Worker I	\$23.10	\$24.25	\$25.46	\$26.73	\$28.07	\$29.47	\$30.95	\$32.50
Refuse Worker II	\$24.25	\$25.46	\$26.73	\$28.07	\$29.47	\$30.95	\$32.50	\$34.12
Maintenance Repair Person Laborer	\$23.10	\$24.25	\$25.46	\$26.73	\$28.07	\$29.47	\$30.95	\$32.50
Maintenance Repair Person I	\$24.25	\$25.46	\$26.73	\$28.07	\$29.47	\$30.95	\$32.50	\$34.12
Grounds Maintenance Specialist	\$25.10	\$26.35	\$27.67	\$29.05	\$30.50	\$32.03	\$33.63	\$35.32
Maintenance Repair Person II	\$26.14	\$27.45	\$28.81	\$30.26	\$31.77	\$33.37	\$35.03	\$36.78
Facility Maintenance Person	\$25.10	\$26.35	\$27.67	\$29.05	\$30.50	\$32.03	\$33.63	\$35.32
Maintenance Worker Laborer	\$23.10	\$24.25	\$25.46	\$26.73	\$28.07	\$29.47	\$30.95	\$32.50
Maintenance Worker I	\$24.25	\$25.46	\$26.73	\$28.07	\$29.47	\$30.95	\$32.50	\$34.12
Maintenance Worker II	\$25.10	\$26.35	\$27.67	\$29.05	\$30.50	\$32.03	\$33.63	\$35.32
Maintenance Worker III	\$26.14	\$27.45	\$28.81	\$30.26	\$31.77	\$33.37	\$35.03	\$36.78
Utility Service Person Laborer	\$23.10	\$24.25	\$25.46	\$26.73	\$28.07	\$29.47	\$30.95	\$32.50
Utility Service Person I	\$24.25	\$25.46	\$26.73	\$28.07	\$29.47	\$30.95	\$32.50	\$34.12
Utility Service Person II	\$25.10	\$26.35	\$27.67	\$29.05	\$30.50	\$32.03	\$33.63	\$35.32
Utility Service Person III	\$26.14	\$27.45	\$28.81	\$30.26	\$31.77	\$33.37	\$35.03	\$36.78
Plant Operator Laborer	\$24.25	\$25.46	\$26.73	\$28.07	\$29.47	\$30.95	\$32.50	\$34.12
Plant Operator I	\$25.46	\$26.73	\$28.07	\$29.47	\$30.95	\$32.50	\$34.12	\$35.83
Plant Operator II	\$26.35	\$27.67	\$29.05	\$30.50	\$32.03	\$33.63	\$35.32	\$37.08
Plant Operator III	\$27.42	\$28.79	\$30.24	\$31.75	\$33.34	\$35.01	\$36.76	\$38.60

Year 3 - Effective 12/27/2027

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Refuse Worker Laborer	\$22.65	\$23.79	\$24.98	\$26.23	\$27.54	\$28.91	\$30.36	\$31.87
Refuse Worker I	\$23.79	\$24.98	\$26.23	\$27.54	\$28.91	\$30.36	\$31.87	\$33.47
Refuse Worker II	\$24.98	\$26.23	\$27.54	\$28.91	\$30.36	\$31.87	\$33.47	\$35.14
Maintenance Repair Person Laborer	\$23.79	\$24.98	\$26.23	\$27.54	\$28.91	\$30.36	\$31.87	\$33.47
Maintenance Repair Person I	\$24.98	\$26.23	\$27.54	\$28.91	\$30.36	\$31.87	\$33.47	\$35.14
Grounds Maintenance Specialist	\$25.85	\$27.14	\$28.50	\$29.92	\$31.42	\$32.99	\$34.64	\$36.38
Maintenance Repair Person II	\$26.92	\$28.27	\$29.68	\$31.16	\$32.73	\$34.37	\$36.08	\$37.88
Facility Maintenance Person	\$25.85	\$27.14	\$28.50	\$29.92	\$31.42	\$32.99	\$34.64	\$36.38
Maintenance Worker Laborer	\$23.79	\$24.98	\$26.23	\$27.54	\$28.91	\$30.36	\$31.87	\$33.47
Maintenance Worker I	\$24.98	\$26.23	\$27.54	\$28.91	\$30.36	\$31.87	\$33.47	\$35.14
Maintenance Worker II	\$25.85	\$27.14	\$28.50	\$29.92	\$31.42	\$32.99	\$34.64	\$36.38
Maintenance Worker III	\$26.92	\$28.27	\$29.68	\$31.16	\$32.73	\$34.37	\$36.08	\$37.88
Utility Service Person Laborer	\$23.79	\$24.98	\$26.23	\$27.54	\$28.91	\$30.36	\$31.87	\$33.47
Utility Service Person I	\$24.98	\$26.23	\$27.54	\$28.91	\$30.36	\$31.87	\$33.47	\$35.14
Utility Service Person II	\$25.85	\$27.14	\$28.50	\$29.92	\$31.42	\$32.99	\$34.64	\$36.38
Utility Service Person III	\$26.92	\$28.27	\$29.68	\$31.16	\$32.73	\$34.37	\$36.08	\$37.88
Plant Operator Laborer	\$24.98	\$26.23	\$27.54	\$28.91	\$30.36	\$31.87	\$33.47	\$35.14
Plant Operator I	\$26.23	\$27.54	\$28.91	\$30.36	\$31.87	\$33.47	\$35.14	\$36.90
Plant Operator II	\$27.14	\$28.50	\$29.92	\$31.42	\$32.99	\$34.64	\$36.38	\$38.19
Plant Operator III	\$28.25	\$29.66	\$31.14	\$32.71	\$34.34	\$36.06	\$37.86	\$39.75

Note: The merit increase steps noted above are subject to the following minimum lengths of time in the respective steps: Step 1 through Step 7 (12 months). Only employees who have 15 or more years of service as a full-time employee within the West Carrollton Independent Employees Association shall be eligible for Step 8.

Notes to Hourly Wage Rates:

1. Employees are eligible for the respective merit increases at the start of the pay closest to the minimum length of time requirements for each of the listed steps.
2. The normal starting step for new hires for each classification shall be Step 1 unless it is determined by Management that the new hire possesses qualifications above the minimum level of qualifications needed to perform the duties for which hired. All new hires shall serve a minimum of time in each step as described above and shall be eligible for merit step increases in accordance with the remaining time periods set forth above.
3. The effective date for pay progressions shall be the start of the work week closest to the affected employee's classification seniority date.
4. Upon an employee's job classification anniversary date and subject to the merits of his performance evaluation review, an employee shall be eligible for a Step increase to the next Step.
5. Upon an employee's job classification anniversary date and subject to the merits of his performance evaluation review, an employee shall be eligible for a promotion increase to a higher classification. Said promotions are subject to the staffing guidelines established by City. When an employee receives a promotion to a higher classification, he shall be placed in the same Step achieved in Note 4 herein. The time required to be spent in the steps of the new classification shall be governed by the provisions above.
6. When an employee receives a demotion to a lower classification, he shall be placed in the step of the applicable classification that results in the smallest pay decrease, subject to the maximum amount set for the new classification. The time required to be spent in the new classification shall be governed by the provisions above, except that an employee's time spent in the current step of the higher classification shall count toward the time required to be served in the new step of the lower applicable classification.

EXHIBIT A

ADDENDUM #2 – Dispute Resolution

Dispute Resolution Form

Most employment issues can be solved directly between an employee and their supervisor. If an issue arises, you may present your issue by utilizing this form and submitting it to your immediate supervisor, your department head, or the Human Resources Manager as you see fit. Within ten (10) working days of submission of this form, the city will convene a meeting with you and any others that may be beneficial to the process to discuss the issue. You may initiate the procedure at any level of authority, or you may advance the issue to the next higher level of authority up to the Human Resources Manager if you are dissatisfied with the city's response to your issue.

The issue resolution process shall be completed within thirty (30) days of initiation of the process by an employee. For more details on the issue resolution process, employees covered by a collective bargaining agreement are to refer to the contract, and all other employees are to refer to the employee handbook.

Employee Name: _____ Date Submitted: _____

Mailing Address: _____ E-mail Address: _____

Employee Position: _____ Department: _____

Employee Phone Number: _____ Presented To*: _____

Issue: Please describe in detail your issue, including; dates, witnesses, location, desired outcome, etc. as appropriate. Use the back of this form or attached additional pages if necessary.

Date Issue Resolution Meeting Held: _____

Names of Those in Attendance: _____

-
- * A copy of this form must be sent to the Human Resources Manager prior to any issue resolution meeting being held.
 - * Supervisor or Department Head holding the meeting must submit a copy of this form along with the outcome of the meeting to the Human Resources Manager and to the Union Representative, if applicable.

ADDENDUM #3 – GRIEVANCE REPORT FORM

Name of Grievant: _____

Grievant address: _____ Phone No () _____

Classification: _____

WCIEA Representative: _____

Date and Time Grievance Occurred: _____

Where Grievance Occurred: _____

Immediate Supervisor at time of incident: _____

Article and section number of contract violation: _____

Describe incident which caused the grievance: _____

Remedy Requested: _____

Grievant's signature: _____ Date and time: _____

Union Official: _____ Date and time: _____

STEP ONE

Received by: _____ Date and time: _____

Respondents Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step one response: _____

Name and Title _____ Date and time: _____

Received by: _____ Date and time: _____

Grievant

ANSWER IS: Accepted: _____ Rejected: _____

STEP TWO

Received by: _____ Date and time: _____

Respondents Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step two response: _____

Name and Title _____ Date and time _____

Received by: _____

Grievant

Date and time

ANSWER IS: Accepted: _____ Rejected: _____

STEP THREE

Received by: _____ Date and time: _____

Respondents Name and Title

Date of meeting: _____ Time: _____ Place: _____

Step three response: _____

Name and Title _____ Date and time _____

Received by: _____

Grievant

Date and time

ANSWER IS: Accepted: _____ Rejected: _____

WCIEA intention to arbitrate: (YES) _____ (NO) _____

Signature