



12/13/2021
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21-MED-09-1155
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AGREEMENT BETWEEN

THE

CITY OF POWELL—PUBLIC SERVICES DEPARTMENT

AND THE

AFSCME, AFL-CIO, OHIO COUNCIL 8

EFFECTIVE

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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ARTICLE 1 PREAMBLE & RECOGNITION

Section 1.1 Purpose This Agreement is made by and between the City of Powell—Public Services Department, (hereinafter “Employer”, or “City”), and the American Federation of State, County and Municipal Employees, AFL-CIO, Ohio Council 8, (hereinafter “Union” or “AFSCME”), in relation to the terms and conditions of employment as set forth in this Agreement for employees in the bargaining unit.

Section 1.2 Bargaining Unit As certified in SERB Case No. 01-REP-07-0178, the bargaining unit is as follows:

Inclusions The Employer recognizes the Union as the sole and exclusive representative for all full-time employees in the Public Services Department including the Maintenance Specialist and Public Services Laborers.

Exclusions All management level, supervisory, and confidential employees as defined in Chapter 4117; all part-time employees, seasonal employees and casual employees in the Public Services Department.

ARTICLE 2 NO STRIKE

Section 2.1 General Responsibilities of Parties Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Powell.

Section 2.2 No Strike The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer during the life of this Agreement. In all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above. It is specifically understood and agreed that the Employer shall have the whole and complete right of discipline, including discharge. The Employer may bring other actions under the rules of the State Employment Relations Board and under the laws of the State.

Section 2.3 No Lockout The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members have violated section 2 of this Article.

ARTICLE 3 CONTRACT CONSTRUCTION

Section 3.1 Purpose for Negotiations The Employer and the Union agree that negotiations for this Agreement had, as its purpose, the following:

- A. To achieve and maintain a satisfactory and stabilized Employer-Employee relationship and improve work performance by Employees;
- B. To provide for the peaceful and equitable adjustment of differences which may arise;
- C. To attract and retain qualified employees;
- D. To insure the right of every employee to fair and impartial treatment; and
- E. To establish responsibilities of employees and assurances of performance by employees.

Section 3.2 Conformity to Law and Amendment The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced, addressed, or covered by this Agreement. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to discuss replacement language on the same matter within thirty (30) days.

Amendments and modifications of this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and City.

Section 3.3 Application of Civil Service Law Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, Rules and Regulations of the Personnel Board of Review of the City of Powell, City Charter and civil service laws contained in Revised Code Chapter 124, sections 124.01 through 124.56, and any other matter referenced in this Agreement shall not apply to employees in the bargaining unit. It is expressly understood that the Personnel Board of Review of the City of Powell shall have no authority or jurisdiction as it relates to any issue, topics or express matters addressed in this Agreement or to employees in the bargaining unit. That is, where a topic or issue is addressed in this Agreement, it will be understood that the language of the Agreement will prevail over any conflicting statutory language not specifically addressed in this Agreement but related to the topic or issue.

Section 3.4 Grammar Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

The remittance from the City shall be accompanied by the following lists:

1. The employees for which deductions were made, the name and social security number of the employee and the amount deducted.
2. The name of each employee whose name has been dropped from the prior deduction list and the reason for the omission.

Section 5.3 The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees and assessments and the Union hereby agrees that it will indemnify and hold the City, its agents, and its representatives harmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.4 The City shall be relieved from making such individual "check-off" deductions upon (1) termination of employment, or (2) transfer to a job other than one covered by the bargaining unit, or (3) layoff from work, or (4) an agreed unpaid leave of absence, or (5) revocation of the "check-off" authorization in accordance with its terms.

Section 5.5 The City shall not be obligated to make dues, fees or assessments deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 5.6 The parties agree that neither the employees or the Union shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred.

Section 5.7 The rate at which dues are to be deducted shall be certified to the payroll clerk by Ohio Council 8. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 5.8 Dues revocation shall be in accordance with the check off agreement.

Employees who are members of the union may revoke their union membership at any time by sending written notification to the Union of their desire to drop their union membership. Revocation of membership does not revoke union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

ARTICLE 6

UNION REPRESENTATION\BULLETIN BOARDS

Section 6.1 **Employee Representatives** The Employer agrees to recognize one (1) employee as Union representative for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all officers and representatives of the bargaining unit and of any changes which may occur. The steward shall have no authority to take any action interrupting the Employer's business. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on City time.

Section 6.2 **Union Representatives** The staff representative or designee of the local Union shall be admitted to the Employer's facility or employee worksites for the purpose of processing grievances, or attending meetings, upon prior approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities

Section 6.3 **Bulletin Boards** The Employer shall provide space on a bulletin board for use by the employees in the bargaining unit for materials relating only to union meetings, social events, and reports and decisions directly affecting employees in the bargaining unit. Materials containing personal attacks upon any other member or any other employee; scandalous, scurrilous or derogatory attacks upon the administration; attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization shall be prohibited from being posted on the bulletin board at any time.

ARTICLE 7

MANAGEMENT RIGHTS

Section 7.1 **General** Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Public Services Department of the City of Powell. The rights of the Employer shall include, but shall not be limited to his rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Public Services Department, its employees and its service to the citizens of the City, consistent with the provisions of this Agreement.

Section 7.2 Management Rights The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Office as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the Public Services Department goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 7.3 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of

America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement or governing law.

Section 7.4 Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 8 WORK RULES

Section 8.1 Work Rules While all parties agree and understand that not all standards for conduct are or should be reduced to writing, the Employer agrees that existing written work rules shall be made available to all members. The Employer agrees that new or revised written work rules shall be provided to members and the local Union two (2) weeks in advance of their implementation, except in cases of emergency. In the event that the Union wishes to present the views of the bargaining unit regarding a new or revised work rule to the Department Head (or in his absence, his representative) the Union may raise the issue within two (2) weeks after the members and Union are notified of new or revised work rules. All work rules will be reasonable and applied and interpreted uniformly as to all members in similar circumstances. It shall be the Union's responsibility to establish that rules are either unreasonable or not uniformly applied.

ARTICLE 9 SENIORITY

Section 9.1 Seniority Defined For the purposes of the Agreement, "seniority" shall be defined as total continuous service as a regular full-time employment with the Public Services Department. Seniority shall commence on the date an individual becomes employed by the City in the Public Services Department. Continuous service shall reflect the uninterrupted service of a member as calculated by years/days of service. Continuous service shall be interrupted only when a "break in service" occurs. A "break in service" only occurs in the following instances:

- A. Separation because of resignation, except where a member is rehired within one (1) year of resignation;
- B. Removal which has not been overturned by appropriate authority;
- C. Failure to return from an unauthorized leave of absence;
- D. Failure to respond to a notification of recall from layoff.

As established in Section 9.1 (main paragraph) above, seniority shall commence on the date an individual becomes employed as a regular full-time employee of the City of Powell in the Public

Section 10.6 Testing Methods The Employer shall determine the method of testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional positions subject to this Article.

Section 10.7 Notice to Applicants Once the selection has been made, the Employer will notify all applicants in writing of the selection.

Section 10.8 Temporary Appointments Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed one hundred eighty (180) days.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 11.1 Grievance Defined, Content, Timeline For Filing The term "grievance" shall only mean an allegation that there has been a violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement, nor those matters not covered by this Agreement. Grievances pertaining to suspension, removal, or termination will automatically commence at Step 3 of the grievance procedure, and are subject to Step 4, Arbitration. The only recourse for a suspension or termination is through the grievance procedure; no recourse will be pursued through any other administrative procedure or board of review.

All grievances forms must contain the following information:

- A. aggrieved employee's name(s) and signature(s);
- B. date, time, location, and witnesses when possible, where the incident or action upon which the grievance is based upon occurred;
- C. a description of the circumstances or incidents giving rise to the grievance;
- D. specific provisions of the Agreement violated and an explanation of how they were violated;
- E. desired remedy to resolve the grievance; and
- F. documentation believed to support the grievance.

Section 11.2 Grievance Procedure

It is the mutual desire of the City and the Union to provide for prompt adjustment of grievances whereby employees can be assured of prompt, impartial and fair processing of their grievances without reprisals and with a minimum amount of interruption of the work schedule. The City and the Union agree to make a reasonable effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure will be followed:

Preliminary Step: An employee having an alleged grievance or complaint regarding the administration or application of the contract should first attempt to resolve the issue informally

with their supervisor, or designee, at the time of the incident giving rise to the complaint. Any resolution to the issue must be documented and submitted to Human Resources in writing.

Step One- Supervisor: If the employee wishes to pursue the matter further, the employee, or the Union, must file the grievance within seven (7) working days from the event which gave rise to the grievance. The employee, or Union, shall complete a grievance form and file the grievance by hand delivering or e-mailing it to Human Resources, and submitting it to their supervisor. Human Resources, or its designee, shall date the grievance, accurately showing the date the grievance was received. The supervisor shall investigate and schedule a meeting to hear the grievance, and shall respond in writing with an appropriate answer within seven (7) working days of receipt of the grievance. However, if the Department Director and supervisor jointly determine the resolution of the grievance is outside the supervisor's control, they may waive the Step One meeting by notifying the grievant and the Union identified on the grievance form within seven (7) working days of receipt of the grievance form.

Step Two – Department Director: Should the grievant, or Union, not be satisfied with the answer given in Step 1, the grievant, or Union, shall within fourteen (14) working days of receipt of the response appeal the grievance to the next step by hand delivering or e-mailing notification to Human Resources and the Department Director responsible for the supervisor in Step One. Human Resources, or its designee shall date the notification, accurately showing the date the appeal was received. The Department Director shall investigate and schedule a meeting to hear the grievance, and shall respond in writing with an appropriate answer within seven (7) working days of receipt of the grievance.

The employee may have his Union steward or other representative present at any stage of the grievance process.

Step 3- Human Resources: Should the grievant, or Union, not be satisfied with the answer given in Step 2, the grievant, or Union, shall within fourteen (14) working days of receipt of the response appeal the grievance to the next step by hand delivering or e-mailing notification to Human Resources. The Human Resources Department, or its designee shall date the grievance, accurately showing the date the appeal was received. Human Resources shall investigate and schedule a meeting to hear the grievance, and shall respond in writing with an appropriate answer within seven (7) working days of receipt of the grievance.

Step 4- City Manager: Should the grievant, or Union, not be satisfied with the answer given in Step 3, the grievant, or Union, shall within fourteen (14) working days of receipt of the response appeal the grievance to the next step by hand delivering or e-mailing it to Human Resources and the City Manager. The Human Resources Department, or its designee, shall date the notification accurately showing the date the appeal was received. The City Manager shall investigate and schedule a meeting to hear the grievance, and shall respond in writing with an appropriate answer within ten (10) working days of receipt of the grievance.

Alternative Dispute Resolution (ADR)/Mediation

The Parties agree that if a grievance is moved onto Step 4, Mediation will be scheduled. Federal Mediation and Conciliation Service will be contacted by both parties to request a mediator. There will be no procedural constraints regarding the review of facts and arguments. Written

material presented to the mediator will be returned to the party at the conclusion of the mediation meeting. The comments and opinions of the mediator, and any settlement put forth by either party shall not be admissible in subsequent arbitration of grievance nor be introduced in any future arbitration proceedings. If a grievance remains unresolved at the end of a mediation meeting, the mediator will provide an oral statement regarding how he/she would rule in the case based on the facts presented to him/her. If the grievance remains unresolved, the grievance will be held in abeyance for 45 working days from the date of mediation. The Union has 45 working days from the date of mediation to mark the grievance for advancement to arbitration.

Termination of the Issue When a decision has been accepted by the Employer and the Union at any step of this grievance procedure, or the Employer has granted the grievance, it shall be final and no further use of this grievance procedure in regard to that issue shall take place.

Section 11.3 Arbitration Should the grievant, or Union, not be satisfied with the answer in Step 4, the grievant, or Union, shall within forty-five (45) working days of receipt of the response may appeal the grievance to arbitration by hand delivering or e-mailing a written appeal to Human Resources. In the event that the grievance is not forwarded to arbitration by the Union within the time limits prescribed, the grievance will be considered resolved as of the City's fourth step response and will proceed no further.

If the Union wishes to proceed to arbitration and has filed a timely grievance, the parties agree to the following procedure for arbitration:

Within forty-five (45) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Union, shall, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Service, FMCS, to hear the arbitration. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The Federal Mediation and Conciliation Service, FMCS, shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the Federal Mediation and Conciliation Service, FMCS

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service, FMCS, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the City as expressed by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the fourteen (14) calendar day period for filing grievances. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the Federal Mediation and Conciliation Service, FMCS. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 11.4 Pre-arbitration Meetings Both parties agree to meet prior to a scheduled arbitration in order to attempt to arrive at an agreed settlement of the grievance, and, if such settlement cannot be reached, to attempt to arrive at a joint stipulation of the issue, the facts, and the documents which are to be submitted to the arbitrator. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

Section 11.5 Timely Processing of Grievances Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual agreement in writing.

Section 11.6 Exclusivity This grievance procedure shall be the exclusive method of resolving grievances. The grievance procedure is intended to replace any and all remedies and appeals which were previously available to the Personnel Board of Review of the City of Powell.

ARTICLE 12 DISCIPLINE PROCEDURES AND PERSONNEL RECORDS

Section 12.1 Good Behavior The tenure of every employee shall be during good behavior and efficient service. No employee shall be disciplined except for cause pursuant to any of the methods listed in this Article.

Section 12.2 Methods of Progressive Discipline Except where more severe discipline is warranted, discipline will normally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee’s record of discipline, the employee’s record of performance and conduct, other relevant considerations, and the nature of the infraction. Discipline may include but is not limited to the following:

- | | | | |
|----|-------------------|----|----------------------------------|
| A. | Verbal reprimand | E. | Termination |
| B. | Written reprimand | F. | Working Suspension |
| C. | Suspension | G. | Forfeiture of Paid Leave |
| D. | Demotion | H. | Other Mutually Agreed Discipline |

The level of discipline shall be commensurate with the infraction and may be advanced discipline on the initial infraction, up to and including removal. The Employer may place an employee on administrative leave while investigating a disciplinary matter.

Section 12.3 Predisciplinary Meetings In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Department Head, or his designee, shall be arranged. The employee may have a union steward or a union official present at the pre-disciplinary conference. The employee shall be responsible to notify the steward or union official. When the nature of the offense is such that immediate disciplinary action is required, the City may, at its discretion, place an employee on administrative leave until a determination regarding discipline is made. The employee may waive, in writing, the pre-disciplinary conference. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of suspension.

Section 12.4 Manner of Discipline The Employer agrees that all disciplinary procedures will be carried out in private and in a business-like manner.

Section 12.5 Appeals of Discipline Employees may file grievances of suspensions, demotions, and terminations. Grievances must be appealed directly to Step 2 of the grievance procedure within seven (7) days of receipt of notice of the disciplinary action. All other discipline is not able to be grieved. An employee may not pursue any appeal of a disciplinary action to the Personnel Board of Review of the City of Powell or State Personnel Board of Review (SPBR), as the grievance-arbitration procedure is the sole remedy.

Section 12.6 Employee Access to Personnel File An employee shall have access to his or her personnel folder, upon reasonable notice. Inspection shall occur during non-working hours at a time and in a manner mutually acceptable to the employee and Employer. The employee may be accompanied by a Union representative at such inspection.

Oral and written reprimands will be removed, upon the employee's request, one (1) year from the date of issuance and will no longer be used for the purpose of progressive discipline provided that no further discipline of the same or similar nature is imposed within one (1) year of the reprimand. However, such records will be maintained by the Employer and may be utilized for the purpose of establishing that the employee had knowledge of a standard of conduct, if the employee raises the defense of lack of knowledge.

ARTICLE 13 HOURS OF WORK AND OVERTIME

Section 13.1 Definition The workweek shall typically consist of forty (40) hours. The salary and wage ranges prescribed in the pay plan for the respective positions are based upon a workweek of forty (40) hours and a work year of 2080 hours.

Section 13.2 Work Schedule The work schedule shall be established by the Employer. If a change in the work schedule becomes necessary, the Employer shall notify the effected employees as soon as possible. The present regular schedule practice of day shift and weekend-off scheduling shall be continued until any proposed changes are discussed in the Labor Management Committee. The discussion shall include operational need and the rationale for the change.

Section 13.3 Overtime Employees shall be compensated at straight-time hourly rates for all hours in paid status, except that employees shall be compensated at a rate of one and one-half (1½) times their regular hourly rate for all hours in paid status in excess of forty (40) in a workweek. Employees will only be permitted to work overtime upon receiving prior authorization from the Department Head, or designee. For purposes of calculating an employee's overtime, paid status shall include hours actually worked by the employee and time spent while on vacation leave, personal leave, bereavement leave, and holidays.

Section 13.4 Pyramiding There shall be no pyramiding of pay for the same hours worked or paid.

Section 13.5 Call In Pay Any employee called-in to work after leaving work or in a day when he is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay for the minimum or actual hours his attendance is required, whichever is greater. Call-in hours which abut an employee's work hours shall be compensated, but shall not be subject to the minimum hours set forth above.

Section 13.6 Compensatory Time Upon the request of the employee, employees shall be permitted to accrue no more than sixty (60) hours of compensatory time during the calendar year, January 1 through December 31, in lieu of overtime pay (compensatory time shall not be

refillable). Employees shall be required to use compensatory time during the course of the calendar year in which it is earned. Compensatory time not used by December 1 shall be paid to the employee by December 31. Employee requests to use compensatory time are subject to Employer approval. Not more than one (1) employee shall be permitted to schedule the use of compensatory time at a time, unless otherwise approved by the Employer. All requests for the use of compensatory time are subject to the operational needs of the Department. Compensatory time must be used in minimum increments of one (1) hour.

ARTICLE 14 **LAYOFF AND RECALL**

Section 14.1 Reasons For Layoff And Notification Of Layoff Neither the provisions of Revised Code Section 124.321 through 124.328 nor the Ohio Administrative Code nor the Rules and Regulations of the Personnel Board of Review of the City of Powell shall apply to layoffs by the Employer. The Employer may lay off employees for lack of funds or work, abolishment of positions, reorganization, or other justified business reason. The Employer shall notify the Union and affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 14.2 Layoff and Period of Recall The Employer shall determine in which classifications layoffs will occur. Layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Employees of the Public Services Department formerly in classifications in the bargaining unit may displace into positions in the unit according to their time in service in positions in the unit, provided they worked in the classification. Laid off employees shall have the right to recall to a position in their former classification for a period up to twelve (12) months from date of layoff.

Section 14.3 Recall Notification The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

Section 14.4 Time Limits for Recall and Return From Layoff The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Department Head. Employees

who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

Section 14.5 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

Section 14.6 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Grievances regarding layoffs must be filed within seven (7) days of notice of the layoff.

ARTICLE 15 SICK LEAVE

Section 15.1 Accrual Full-time employees in the bargaining unit shall accrue 4.6 hours of sick leave per each eighty (80) hours in active pay status. For purposes of sick leave accrual, active pay status shall include: all hours actually worked, vacation leave, sick leave, bereavement leave, and holidays. Active pay status shall not include any period of an unpaid leave of absence or layoff.

Section 15.2 Uses of Sick Leave Sick leave may be utilized for a maximum of up to two (2) consecutive working days off with the approval from the eligible employee's immediate supervisor. After the second day, sick leave may be utilized only upon the approval of the City Manager or designee. In any event, sick leave may be utilized for the following reasons:

- a. employee is unable to work due to a medically diagnosable condition or disability;
- b. unexpected medical immediate family emergency where the employee's presence is unavoidably necessary;
- c. medical, dental or optical examinations or treatments for the employee or a member of his immediate family upon prior approval of his or her immediate supervisor; or
- d. bereavement leave due to the death of the employee's spouse, children, mother (in-law), father (in law), sister (in law), brother (in law), grandparent, grandchild, legal guardian.

For purposes of this article, immediate family shall be defined to include an employee's spouse, children, step-children, parent, step-parent, anyone in loco parentis or other resident dependents.

Section 15.3 Notification Employees must notify the Employer within one (1) hour prior to his or her scheduled starting time. He or she also must notify the immediate supervisor on each succeeding day of the absence, unless it previously has been reported to his or her immediate supervisor and the employee has been authorized to report less frequently than daily. The mere fact that an employee has reported an absence does not excuse an absence.

When requesting and/or taking less than one full sick leave day (in minimal increments of one (1) hour), the employee must notify his or her immediate supervisor of his arrival and/or

departure times so that this time off accurately can be deducted from the employee's remaining sick leave time.

Section 15.4 Documentation Medical documentation, including a medical examination required by the City, may be required for any amount of sick leave time off taken. Falsification of either a written signed statement or a practitioner's certificate shall be grounds for disciplinary action, including dismissal.

Section 15.5 Accumulation Eligible full-time employees may accumulate unused sick leave days up to a maximum of 1040 hours, (130) days. Employees who have reached the maximum "cap" amount will receive a cash benefit, at the end of the year, for any accrued paid sick leave hours over the maximum amount as follows: the cash benefit shall equal one hour of the employee's regular rate of pay for every two hours of unused sick leave credit.

Unused, accumulated sick leave cannot be converted to personal holidays, or vacation. Unused, accumulated sick leave days shall be forfeited upon separation of employment with two narrow exceptions: (1) upon the voluntary retirement of any full-time employee with ten (10) years of public service under the State Retirement System, he or she will be entitled to a payout for twenty-five percent (25%) of the value of the full-time employee's unused and accumulated sick leave credit up to the maximum 130 day limit; or (b) the same pay out arrangement shall be made to the full-time employee's spouse or estate upon the death of an employee who was actively employed by the City. An employee may use sick leave only up to the amount that has been accumulated at the time of need.

Section 15.6 Compensation Approved paid sick leave will be paid at the employee's regular rate of compensation for eight (8) hours per sick leave day. Paid sick leave hours are not considered as "hours worked" for purposes of computing overtime.

Employees shall be permitted to utilize vacation leave for sick leave purposes only upon prior approval of management.

Section 15.7 Sick Leave While on Vacation If an employee becomes injured or ill while on scheduled vacation, that injury or illness confines him or her to a hospital or a residence, the employee may opt to charge his or her time away to any unused, accumulated sick leave days. Proper documentation confirming the injury or illness must be submitted to his or her immediate supervisor before such a change can be made.

Section 15.8 Sick Leave Donation Annually, between January 1 and December 31, employees may donate up to twenty-four (24) hours of sick leave to a sick leave donation bank. In order to be eligible to donate sick leave, the donating employee must have an unused sick leave balance of four hundred and eighty (480) hours following the donation of sick leave.

Employees who have exhausted all of their paid leave desiring to use the sick leave bank may submit a written application to the Department Head, or designee, requesting to be permitted to use some of the sick leave hours donated to the sick leave bank due to an illness, injury, and death in the employee's immediate family or other medical hardship. Upon receiving such

request, a sick leave donation committee shall meet to determine whether such request will be granted and, if so, how much sick leave can be used. The sick leave donation committee shall consist of the Union President, the Department Head, or designee, and the City Manager. The employee will be notified in writing of the committee's decision. If it is determined that an employee will not be permitted to use any donated sick leave, or any additional donated sick leave, the employee may make a written request consistent with the terms of this Agreement to be placed on an unpaid leave of absence.

Section 15.9 Sick Leave Incentive If an employee uses no sick leave for a period of four (4) months, January 1 through April 30, May 1 through August 31 and September 1 through December 31, the employee will be entitled to a sick leave reward of one hundred dollars (\$100). Payment shall be made during the first full pay period following the close of the 4-months period.

ARTICLE 16

PROBATIONARY PERIOD

Section 16.1 Requirement To Serve Probationary Period Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a full-time bargaining unit employee regardless of prior service with the City of Powell – Public Services Department and regardless of time spent as a part-time employee. Time spent in any other capacity than full-time shall not count toward or be credited for probationary unless expressly granted, in writing, by the Employer at its discretion.

Section 16.2 Length of Probationary Periods The probationary period shall begin on the first day as a full-time bargaining unit employee for which the employee receives compensation from the Employer and shall continue for a period of one hundred and eighty (180) days.

Employees transferred or receiving a position in a new classification in the bargaining unit shall serve a probationary period of one hundred and eighty (180) days from the day the employee is designated as receiving the new classification. Any other time worked in the classification shall not count toward the probationary period. A newly promoted employee serving a promotional probationary period who evidences unsatisfactory performance shall be returned to his former position at any time during his promotional probationary period with no right of appeal.

The probationary period may be extended by the Employer by a period of up to 120 days provided the Employer indicates to the employee the reasons for the extension.

A probationary employee who has lost work time due to illness or injury for more than five (5) work days (cumulative) shall have his probation period extended by the length of the illness or injury.

Section 16.3 Appeals by Probationary Period Employees A new hire probationary employee may be terminated any time during his probationary period and shall have no right to

appeal of the termination under the grievance procedure of this Agreement or to any other forum including, but not limited to, the Personnel Board of Review of the City of Powell.

ARTICLE 17 EXAMINATIONS

Section 17.1 Examinations - General Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Employer. The cost of any examinations required by the Employer shall be paid by the Employer. Examinations may be either periodic or as the Employer requires.

ARTICLE 18 HOLIDAYS

Section 18.1 Paid Holidays The following are designated as paid holidays for all Employees:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve (½ Day)
Christmas Day
New Year's Eve (½ Day)

Section 18.2 Holidays Observed/Paid Employees assigned to work a holiday shall be paid straight time for all hours worked on the holiday, in addition to receiving their eight (8) hours of holiday pay.

Employees not assigned to work a holiday shall receive eight (8) hours holiday pay at the employee's appropriate straight pay rate.

Section 18.3 Personal Day Employees shall be permitted two (2) personal days (16 hours) per calendar year. The use of such personal day shall be submitted in writing to the Employer and subject to the Employer's approval. A personal day shall be taken in a minimum of four (4) hours increments.

ARTICLE 19 VACATION LEAVE

Section 19.1 Vacation Year The vacation year for Employees shall end at midnight on December 31 of each year.

Section 19.2 Accrual Regular full-time employees shall accrue vacation leave by pay period based upon years of service consistent with the schedule established in this Article. An employee shall not earn full vacation accrual in a given pay period unless the employee is in paid status for the entire pay period. An employee shall not accrue vacation leave for hours worked above the eighty (80) in a pay period. In the event an employee is not in paid status during the entire pay period, the employee shall accrue vacation leave on a pro-rated basis for the part of the pay period for which an employee is in paid status.

Section 19.3 Schedule of Accrual Each employee shall be entitled to vacation leave based upon the following vacation accrual schedule:

<u>Years of Service</u>	<u>Hours</u>	<u>Accrual Rate/Max.</u>
0-4 Years of Service	80 Hours (10 days)	3.1 Hours
5-9 Years of Service	120 Hours (15 days)	4.6 Hours
10-15 Years of Service	140 Hours (17.5 days)	5.4 Hours
16-25 Years of Service	160 Hours (20 days)	6.2 Hours
26+ Years of Service	200 Hours (25 days)	7.7 Hours

Any person employed by the City shall have his or her prior service with the City, if any, counted as service with the City for purposes of computing vacation leave.

Section 19.4 Vacation Carry Over

Eligible full-time employees may accumulate unused vacation leave days as calculated below:

CONTINUOUS LENGTH OF SERVICE	MAXIMUM ACCUMULATION
0-4 yrs of service	120 hrs (15 days)
5-9 yrs of service	180 hrs (22.5 days)
10-15 yrs of service	210 hrs (26.25 days)
16-20 yrs of service	240 hrs (30 days)
21-25 yrs of service	270 hrs (33.75 days)
26+ yrs of service	300 hrs (37.5 days)

Hours in excess of the maximum amount at the end of the year (December 31st) will not be permitted to be carried over and will be forfeited.

Sick days cannot be exchanged for vacation time. Thus, employees cannot extend their paid vacations by using any available sick time.

1. Vacation pay for an hourly non-exempt employee will be paid at the employee’s regular rate of compensation for eight (8) hours per vacation day. Vacation leave is granted in minimum units of one (1) hour.
2. Consideration will be given to the employee’s scheduling preference whenever practicable. In doing so, please note that the City’s primary responsibility is to retain a sufficient number of staff to maintain its services. Accordingly, vacations one (1) week or more in duration generally must be requested, in writing, at least thirty (30) days in advance and will be scheduled in the City’s sole discretion in order to maintain its orderly

and efficient operation. The Department Head's decision to approve or deny any vacation request, shall be final and binding. Vacations will be scheduled on a first come, first-served basis.

3. An employee who resigns or is terminated generally will receive vacation pay for all vacation accumulated but unused as of that separation date.
4. Employees with three (3) or more weeks of vacation are encouraged to take at least one (1) week prior to June.

Section 19.5 Scheduling All requests for vacation leave are subject to the approval of the Employer, or its designee. Vacation scheduling shall be on a first-come, first-served basis. All requests for vacation leave are subject to the operational needs of the Department.

Any request by an employee for a change of dates of their vacation leave must be in writing and receive prior approval of the Employer, or its designee.

All vacation hours shall be paid at the employee's applicable straight rate pay.

Employees who are laid off, who resign, or who are otherwise separated from City service shall be paid all accrued but unused vacation to which they are entitled at the applicable rate of pay at the time of separation. In the event of the employee's death, such compensation shall be paid to the Employee's surviving spouse, or secondarily his estate.

ARTICLE 20

LEAVES OF ABSENCE/MILITARY LEAVE

Section 20.1 Leave Of Absence A member incurring any disability not duty-connected after he or she has exhausted all of the accumulated, unused paid leave may be granted a leave without pay for a period not to exceed three (3) months, subject to approval by the Employer, at its discretion, and subject to the following provisions:

- A. The member shall apply for such leave, in writing, to the Employer.
- B. The member shall submit a physician's report with his or her application, including a statement regarding the nature of the disability and whether or not the member is able to work.
- C. The member shall submit to the Employer a physician's statement of release for work before returning to work.

The Employer may require an examination at the time of the request for leave and/or the time of the request to return from leave. The employee may request an extension of up to three (3) months. Extensions may be granted by the Employer at its discretion. Such request shall be in writing with supporting documentation for the request. If the employee fails to return the employee will be deemed to have separated from employment.

Section 20.2 Military Leave All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the state and federal militia, or members of other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties, and to the difference between their military base rate of pay and their regular base pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the governor to assist civil authorities.

Section 20.3 Jury Leave Employees called for jury duty during their scheduled work hours shall receive their regular pay for such hours as they are required to be absent from work due to jury service. The employee shall remit any juror's fee earned to the City.

An employee released from jury duty prior to the end of his scheduled work day, shall report to work for the remaining hours.

In order to be eligible for payment, the employee must notify his supervisor upon receipt of notice of selection for jury duty.

ARTICLE 21 WAIVER IN CASE OF EMERGENCY

Section 21.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Powell City Council, the Federal or State Legislature, or the City Manager, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended:

1. Time limits for management or the Union replies on grievances;
2. Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 21.2 Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 22 HEALTH INSURANCE

Section 22.1 The Employer shall make available and offer to bargaining unit employee's group medical and dental insurance coverage for each employee. The medical and dental insurance coverage shall be provided through an insurance plan offered and administered by a reputable company, organization, agency, carrier or other entity that satisfies and complies with all regulatory requirements of the Ohio Department of Insurance. The level of insurance benefits provided to bargaining unit employees shall be the same as the level of insurance benefits provided to other general non-bargaining employees of the City of Powell. Bargaining unit employees shall be responsible for paying the same amount as the general non-bargaining employees for their monthly insurance costs not to exceed thirteen percent (13%). For purposes of the employee contribution, the monthly insurance costs shall include any premium paid for medical coverage, dental coverage, and any applicable taxes associated with the medical and/or dental insurance.

In the event the City of Powell utilizes (or continues to utilize) a high deductible health insurance plan, or other similar health insurance plan, bargaining unit employees shall continue to make the same contribution to any Health Savings Account, or similar account in the same amount and manner as all other City employees. Similarly, the City shall make the same contribution to any Health Savings Account, or similar account, in the same amount and manner as all other City employees.

It is further agreed and understood that that the City will permit one (1) member to serve on a City Employee Insurance Committee to review and advise the City as to its choice in Health Care Plans.

Section 22.2 The Employer shall make available a premium flexible benefit plan to bargaining unit employees so their share of insurance premiums shall be before tax. The Employer shall also make available a medical and dependent care flexible benefit plan to bargaining unit employees.

ARTICLE 23 WAGES

Section 23.1 Public Services Laborer Pay Rates Effective the first full pay period including the effective date of January 1, 2022 the following pay rates will be paid to employees representing a four percent (4%) increase:

Laborer	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	\$20.25	\$21.09	\$22.24	\$23.45	\$24.65	\$25.84

Effective the first full pay period including the one-year anniversary date of the effective date of this agreement, the following pay rates will be paid to employees representing a three and one quarter percent (3.25%) increase to all steps:

Laborer	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	\$20.91	\$21.78	\$22.96	\$24.21	\$25.45	\$26.68

Effective the first full pay period including the two-year anniversary date of the effective date of this agreement, the following pay rates will be paid to employees representing a three and a quarter percent (3.25%) increase to all steps:

Laborer	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	\$21.59	\$22.49	\$23.71	\$25.00	\$26.28	\$27.55

Section 23.2 Maintenance Specialist Pay Rates Effective the first full pay period including the effective date of January 1, 2022 the following pay rates will be paid to the employee representing a four percent (4%) increase:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$24.25	\$25.09	\$26.24	\$27.45	\$28.65	\$29.84

Effective the first full pay period including the one-year anniversary date of the effective date of this agreement, the following pay rates will be paid to employees representing a three and a quarter percent (3.25 %) increase to all steps:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$24.91	\$25.78	\$26.96	\$28.21	\$29.45	\$30.68

Effective the first full pay period including the two-year anniversary date of the effective date of this agreement, the following pay rates will be paid to employees representing a three and a quarter percent (3.25 %) increase to all steps:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$25.59	\$26.49	\$27.71	\$29.00	\$30.28	\$31.55

Any employee promoted from Laborer to the Maintenance Specialist position will be placed in the same Step in the new classification as their previous position.

Section 23.3 Wage Step Advancement Employees shall move through the wage scale based upon their years of service with the City of Powell Public Services Department. Employees shall advance to the next step on their anniversary date of employment with the City of Powell Public Services Department.

*Position to remain vacant unless and until the City decides to fill it or abolish it. If the City decides to abolish it, it will provide notice to the Union as required by the collective bargaining agreement.

Section 23.4 Supervisor Pay Employees assigned by the Department Head, or designee, to serve as Supervisor when the Supervisor is absent for a workday shall be entitled to receive a Supervisor Pay supplement. If assigned to work as the Supervisor, when the Supervisor is absent, the employee assigned to work as Supervisor shall be entitled to a supplement of \$5.00/hr. for regular time, \$7.50/hr. (time and a half) while on overtime in addition to their regular pay. The position will be offered out to the qualified employees by seniority until filled.

Section 23.5 On-Call Pay The Department Head, or designee, shall maintain an on-call schedule for bargaining unit employees. The on-call period shall begin at the end of the work day and continue through the start of the following work day. Employees shall be paid their on-call pay the pay period after being on-call and shall receive thirteen dollars and fifty cents (\$13.50) per day that they are on-call. Employees shall be assigned their on-call weeks on, or before, November 1 of each year for the following calendar year.

The on-call employee is required to respond to all emergency calls received after regular working hours during the days that they are on-call. If assigned as on-call, employees must ensure they are available to be contacted. Employees must return calls within 30 minutes of receiving a phone call. If required to return to work, employees must be able to do so within one (1) hour of being contacted.

In the event an employee is sick for any day(s) that the employee is on-call, the employee shall forfeit their on-call pay for the day and the Department Head, or designee will assign the next employee on the on-call list.

In the event employees wish to switch days that they are on-call with one another, they may do so with prior written notice to the Department Head.

The on-call employee shall be responsible for assessing the emergency and determining whether additional personnel are necessary for responding. If additional personnel are required, the on-call employee shall call-out other employees consistent with the overtime/distribution policy in effect.

Any new bargaining unit employee starting with the City shall not be eligible to be on-call until one-year after the start of their employment. Management reserves the right to adjust this time period based on the employee’s prior work history and experience.

Section 23.6 IRS Requirements Employees are prohibited from wearing uniform items outside of work, except for commuting to and from work. It is understood that employees are responsible for complying with the IRS tax requirements, if any, related to any uniforms(s), uniform item(s), and equipment or clothing allowance provided by the Employer. Unless otherwise required by law, the Employer shall not deduct taxes for uniform items that are distinctive in nature and used for safety and protective purposes, such as high visibility uniforms and protective-toed boots.

Section 23.7 Powellfest Meals During the Powellfest celebration, employees shall receive twelve dollars and fifty cents (\$12.50) per each day work included with their pay

In the event the Powellfest celebration is not held, or the employee calls off sick for any days during Powellfest, they will forfeit the twelve dollars and fifty cents (\$12.50) payment.

Section 23.8 License and Certification Incentives Subject to the approval of the Department which shall consider the need, availability, training and budget, employees shall be eligible to receive the following incentives:

- Commercial Applicator License--\$250
- OUPS Certification--\$250
- ODOT Roads Scholar Program
 - Level 1--\$250
 - Level 2--\$250
 - Level 3--\$250
- Master Gardener/Horticulturalist--\$125
- CPO/AFO--\$175

Employees eligible to receive the incentive payment shall be paid during the pay period including November 1.

The City shall pay for any required, or approved, training for employees necessary to obtain the licenses above.

As other incentive opportunities become available through the Department, additional opportunities may be discussed during Labor-Management.

Section 23.9 Equipment/Clothing

Employees will be given a boot and personal equipment allowance of Two-Hundred and Fifty Dollars (\$250.00) each calendar year as the Employer’s contribution to the costs of supplementary clothing and equipment.

All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer.

ARTICLE 24 SNOW REMOVAL

Section 24.1 Following a snow event whereby employees have been required to engage in snow removal services beyond their regularly scheduled work hours/shift, any employee(s) performing snow removal services for at least four (4) hours beyond their regularly scheduled work hours/shift may request eight (8) hours of leave with pay on their next regularly scheduled shift, so long as the employee’s next regularly scheduled shift is either on the same day as the snow removal or on the next calendar day following the snow removal.

Section 24.2 In the event up to eight hours of leave with pay is provided to an employee(s), the City retains the authority to recall an employee(s), cancel an employee(s)’ leave and/or order the employee(s) to return to work in the event operational needs so require (such as, a further need for more snow removal, clean-up or other required job duties).

Section 24.3 An employee’s request for up to eight (8) hours of leave with pay may be denied by the City, if operational needs so require.

Section 24.4 In the event more than one (1) employee requests leave, if operational needs require, the City may schedule such leave so as to insure appropriate and necessary job duties are completed.

Section 24.5 The City will not unreasonably, arbitrarily or capriciously deny an employee’s request for up to eight (8) hours of leave following time spent performing snow removal services outside their regularly scheduled work hours.

Section 24.6 During a snow event, if an employee is required to work twelve (12) or more consecutive hours, the employee shall receive twelve dollars and fifty cents (\$12.50) included with their pay for a meal allowance.

ARTICLE 25 DURATION, ENTIRE AGREEMENT, SUBSEQUENT NEGOTIATIONS, AND WAIVER

Section 25.1 **Duration** The provisions of this Agreement unless otherwise provided for herein, shall become effective January 1, 2022, and shall remain in full force and effect until 11:59 p.m., December 31, 2024.

Section 25.2 **Subsequent Negotiations** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the


expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

Section 25.3 Entire Agreement The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.


Section 25.4 Waiver Both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

EXECUTION


In witness whereof, the parties have executed this Agreement between City of Powell and AFSCME, AFL-CIO, Ohio Council 8, as of the 13th day of December 2021 in Powell, Ohio.



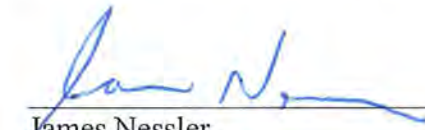
Joe Daniels
AFSCME, AFL-CIO, Ohio Council 8



Andrew White, Manager
City of Powell



Loren Hart
AFSCME Local 2950-SL3



James Nessler
AFSCME Local 2950-SL3

Memorandum of Understanding
between the
The City of Powell
And
AFSCME, AFL-CIO, Ohio Council 8

This Memorandum of Understanding (MOU) is entered into through a mutual agreement between the City of Powell and AFSCME, AFL-CIO, Ohio Council 8 to amend the Collective Bargaining Agreement covering the term January 1, 2022 through December 31, 2024 as follows:

Whereas the City of Powell discovered a miscalculation in the step increases of Section 23.2 for the Maintenance Specialist position for 2023 and 2024; and

Whereas the City of Powell and the AFSCME, AFL-CIO, Ohio Council 8 agree to adjust the step increases for 2023 and 2024 to give the correct three and a quarter percent (3.25%) wage increase to all steps.

THE PARTIES AGREE that effective first full pay period including January 1, 2023 and January 1, 2024 the wage scale for the Maintenance Specialist shall be modified as follows below:

Section 23.2 Maintenance Specialist Pay Rates Effective the first full pay period including the effective date of January 1, 2022 the following pay rates will be paid to the employee representing a four percent (4%) increase:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$24.25	\$25.09	\$26.24	\$27.45	\$28.65	\$29.84

Effective the first full pay period including the one-year anniversary date of the effective date of this agreement, the following pay rates will be paid to employees representing a three and a quarter percent (3.25%) wage increase to all steps:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$25.04	\$25.91	\$27.09	\$28.34	\$29.58	\$30.81

Effective the first full pay period including the two-year anniversary date of the effective date of this agreement, the following pay rates will be paid to employees representing a three and a quarter percent (3.25%) wage increase to all steps:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
\$25.85	\$26.75	\$27.97	\$29.26	\$30.54	\$31.81

Any employee promoted from Laborer to the Maintenance Specialist position will be placed in the same Step in the new classification as their previous position.

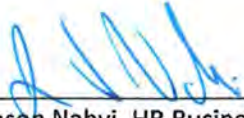
EXECUTION

In witness whereof, the parties have executed this Agreement between City of Powell and AFSCME, AFL-CIO, Ohio Council 8, as of the ____ day of MONTH 2022 in Powell, Ohio.

FOR THE CITY OF POWELL:

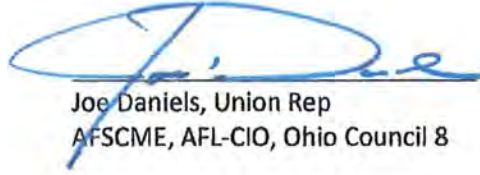


Andrew D. White, City Manager
City of Powell

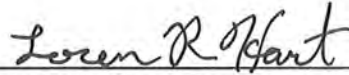


Jason Nahvi, HR Business Partner
City of Powell

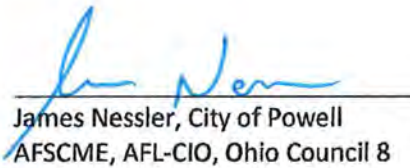
FOR AFSCME, AFL-CIO, OHIO COUNCIL 8:



Joe Daniels, Union Rep
AFSCME, AFL-CIO, Ohio Council 8



Loren Hart, City of Powell
AFSCME, AFL-CIO, Ohio Council 8



James Nessler, City of Powell
AFSCME, AFL-CIO, Ohio Council 8

Memorandum of Understanding
between the
The City of Powell
And
AFSCME, AFL-CIO, Ohio Council 8

This Memorandum of Understanding (MOU) is entered into through a mutual agreement between the City of Powell and AFSCME, AFL-CIO, Ohio Council 8 to amend the Collective Bargaining Agreement covering the term January 1, 2022 through December 31, 2024 as follows:

Whereas the current incentive for a Certified Pool Operator (CPO) or an Aquatic Facility Operator (AFO) under Section 23.8 License and Certification Incentives is one-hundred and seventy-five dollars (\$175); and

Whereas the City of Powell and the AFSCME, AFL-CIO, Ohio Council 8 agree to adjust the incentive to three-hundred dollars (\$300) for any Public Service Worker or Maintenance Specialist employee who receives and maintains a CPO/AFO certification for the remainder of the contract.

THE PARTIES AGREE that effective the signing of this MOU the CPO/AFO certification incentive shall be modified as follows below:

Section 23.8 License and Certification Incentives Subject to the approval of the Department which shall consider the need, availability, training and budget, employees shall be eligible to receive the following incentives:

- Commercial Applicator License--\$250
- OUPS Certification--\$250
- ODOT Roads Scholar Program
 - Level 1--\$250
 - Level 2--\$250
 - Level 3--\$250
- Master Gardener/Horticulturalist--\$125
- CPO/AFO--\$300

Employees eligible to receive the incentive payment shall be paid during the pay period including November 1.


The City shall pay for any required, or approved, training for employees necessary to obtain the licenses above.

As other incentive opportunities become available through the Department, additional opportunities may be discussed during Labor-Management.

EXECUTION

In witness whereof, the parties have executed this Agreement between City of Powell and AFSCME, AFL-CIO, Ohio Council 8, as of the 3 day of April 2023 in Powell, Ohio.


FOR THE CITY OF POWELL:

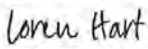
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Andrew D. White, City Manager
City of Powell

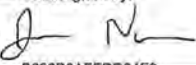
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D. Grant Crawford, Director Public Service
City of Powell

FOR AFSCME, AFL-CIO, OHIO COUNCIL 8:

DocuSigned by:

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Joe Daniels, Union Rep
AFSCME, AFL-CIO, Ohio Council 8

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Loren Hart, City of Powell
AFSCME, AFL-CIO, Ohio Council 8

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James Nessler, City of Powell
AFSCME, AFL-CIO, Ohio Council 8

Memorandum of Understanding
between the
The City of Powell
And
AFSCME, AFL-CIO, Ohio Council 8

This Memorandum of Understanding (MOU) is entered into through a mutual agreement between the City of Powell and AFSCME, AFL-CIO, Ohio Council 8 to amend the Collective Bargaining Agreement covering the term January 1, 2022, through December 31, 2024, as follows:

Whereas the City of Powell currently works with Cintas who have traditionally supplied laundered pants to the Service Workers; and

Whereas the City of Powell proposes ceasing clothing services with Cintas who will no longer provide or launder any clothing items for the City and issuing a clothing allowance for pants/shorts of \$175 per year to the Service; and

Whereas the City of Powell of Powell and the AFSCME, AFL-CIO, Ohio Council 8 agree to include an update to the equipment/clothing policy in the current contract.

THE PARTIES AGREE that effective January 1, 2024, the Collective Bargaining Agreement covering the term January 1, 2022, through December 31, 2024, shall be modified as follows below:

Section 23.9 Equipment/Clothing

Employees will be given a boot and personal equipment allowance of Two-Hundred and Fifty Dollars (\$250.00) each calendar year as the Employer's contribution to the costs of supplementary clothing and equipment paid out on the second pay period of July.

Employees will be given a clothing allowance for pants/shorts that conform to the uniform rules, of One-Hundred and Seventy-Five Dollars (\$175.00) each calendar year paid out on the second pay-period in February.

All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer.

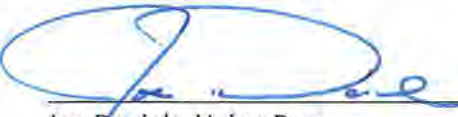
EXECUTION

In witness whereof, the parties have executed this Agreement between City of Powell and AFSCME, AFL-CIO, Ohio Council 8, as of the ____ day of December 2023 in Powell, Ohio.

FOR THE CITY OF POWELL:

FOR AFSCME, AFL-CIO, OHIO COUNCIL 8:


D. Grant Crawford, Director Public Service
City of Powell


Joe Daniels, Union Rep
AFSCME, AFL-CIO, Ohio Council 8



Andrew D. White, City Manager
City of Powell



Loren Hart, City of Powell
AFSCME, AFL-CIO, Ohio Council 8



James Nessler, City of Powell
AFSCME, AFL-CIO, Ohio Council 8

Memorandum of Understanding
between the
The City of Powell
And
AFSCME, AFL-CIO, Ohio Council 8

This Memorandum of Understanding (MOU) is entered into through a mutual agreement between the City of Powell and AFSCME, AFL-CIO, Ohio Council 8 to amend the Collective Bargaining Agreement covering the term January 1, 2022, through December 31, 2024 as follows:

Whereas the City of Powell established a retention policy for the new 2024 employee handbook to help attract and retain talent in the City and to recognize loyalty and to inspire employees to see that the City values experience and loyalty; and

Whereas the Powell City Council approved the updated employee handbook for 2024 at the December 5, 2024, City Council meeting which included the new retention policy for employees; and

Whereas the City of Powell of Powell and the AFSCME, AFL-CIO, Ohio Council 8 agree to include the new policy in the current contract.

THE PARTIES AGREE that effective January 1, 2024, the Collective Bargaining Agreement covering the term January 1, 2022 through December 31, 2024 shall be modified as follows below:

Section 23.10 Retention Incentive All employees serving in Full-Time positions shall be entitled to retention incentive in accordance with the following schedule, provided that all complete years of service are consecutive and have been accumulated in Full-Time permanent positions:

Completed, Consecutive Years of Service in Full-Time Permanent Positions with the City of Powell	Amount
Four (4) through Six (6) Years	\$950
Seven (7) through Ten (10) Years	\$1,150
Eleven (11) through Fourteen (14) Years	\$1,450
Fifteen (15) through Nineteen (19) Years	\$1,700
Twenty (20) or More Years	\$1,900

Employees shall become eligible for their retention incentive payment on the anniversary date of their appointment and must be in active status on that date. The employee shall receive such retention incentive payment during the first pay of November each year in the employee's regular payroll deposit. This includes employees on workers' compensation leave. The payroll deposit in which the retention incentive payment is included shall be taxed at the employee's existing W-4 rate.

In the event an employee is on Leave without Pay for more than six (6) months within the particular year for which the employee would normally be entitled to retention incentive pay, they shall forfeit their entitlement to such pay.

Employees must be employed by the City of Powell on their retention incentive payment date to receive retention incentive pay. Retention incentive pay will not be prorated.

The payout of retention incentive pay to employees is subject to periodic review and may be changed or stopped at the discretion of the City of Powell at any time.

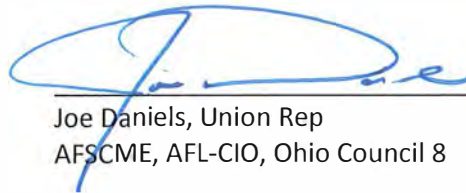
EXECUTION


In witness whereof, the parties have executed this Agreement between City of Powell and AFSCME, AFL-CIO, Ohio Council 8, as of the 8th day of December 2023 in Powell, Ohio.


FOR THE CITY OF POWELL:


FOR AFSCME, AFL-CIO, OHIO COUNCIL 8:


D. Grant Crawford, Director Public Service
City of Powell


Joe Daniels, Union Rep
AFSCME, AFL-CIO, Ohio Council 8


Andrew D. White, City Manager
City of Powell


Loren Hart, City of Powell
AFSCME, AFL-CIO, Ohio Council 8


James Nessler, City of Powell
AFSCME, AFL-CIO, Ohio Council 8

Memorandum of Understanding
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AFSCME, AFL-CIO, Ohio Council 8

This Memorandum of Understanding (MOU) is entered into through a mutual agreement between the City of Powell and AFSCME, AFL-CIO, Ohio Council 8 to amend the Collective Bargaining Agreement covering the term January 1, 2022 through December 31, 2024 as follows:

Whereas the City of Powell proposed Juneteenth and Veteran's Day be recognized as official paid holidays the City observes in the updated 2024 employee handbook; and

Whereas the Powell City Council approved the updated employee handbook for 2024 at the December 5, 2024, City Council meeting which included the two additional observed paid holidays of Juneteenth and Veteran's Day; and

Whereas the City of Powell recognizes Martin Luther King Jr. Day as an official paid holiday and requests AFSCME, AFL-CIO, Ohio Council 8 replace Columbus Day in the contract for Martin Luther King Jr. Day to be on the same holiday schedule with the rest of the City; and

Whereas the City of Powell and the AFSCME, AFL-CIO, Ohio Council 8 agree to include Juneteenth and Veteran's Day as designated paid holidays and recognize Martin Luther King Jr. Day in place of Columbus Day as a recognized paid holiday in line with the City Staff and Police Officers observed holidays in the current contract.

THE PARTIES AGREE that effective January 1, 2024, the Collective Bargaining Agreement covering the term January 1, 2022, through December 31, 2024, shall be modified as follows below:

Section 18.1 Paid Holidays The following are designated as paid holidays for all Employees:

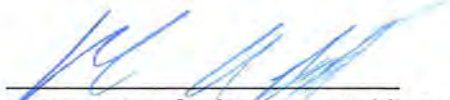
New Year's Day
Martin Luther King Jr.
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve (½ Day)
Christmas Day
New Year's Eve (½ Day)

EXECUTION

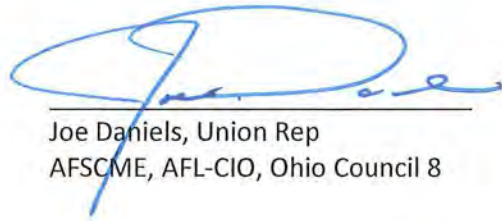
In witness whereof, the parties have executed this Agreement between City of Powell and AFSCME, AFL-CIO, Ohio Council 8, as of the 8th day of December 2023 in Powell, Ohio.

FOR THE CITY OF POWELL:

FOR AFSCME, AFL-CIO, OHIO COUNCIL 8:



D. Grant Crawford, Director Public Service
City of Powell



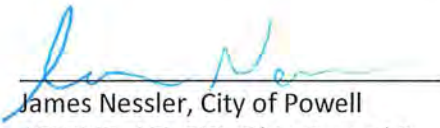
Joe Daniels, Union Rep
AFSCME, AFL-CIO, Ohio Council 8



Andrew D. White, City Manager
City of Powell



Loren Hart, City of Powell
AFSCME, AFL-CIO, Ohio Council 8



James Nessler, City of Powell
AFSCME, AFL-CIO, Ohio Council 8

Memorandum of Understanding
between the
The City of Powell
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AFSCME, AFL-CIO, Ohio Council 8

This Memorandum of Understanding (MOU) is entered into through a mutual agreement between the City of Powell and AFSCME, AFL-CIO, Ohio Council 8 to amend the Collective Bargaining Agreement covering the term January 1, 2022, through December 31, 2024 as follows:

Whereas the City of Powell revised the vacation policy for the new 2024 employee handbook to allow employees to earn more vacation time based on their years of service in the public sector and help attract and retain talent in the City; and

Whereas the Powell City Council approved the updated employee handbook for 2024 at the December 5, 2024, City Council meeting which included the updated vacation policy for employees; and

Whereas the City of Powell of Powell and the AFSCME, AFL-CIO, Ohio Council 8 agree to include the new policy in the current contract.

THE PARTIES AGREE that effective January 1, 2024, the Collective Bargaining Agreement covering the term January 1, 2022 through December 31, 2024 shall be modified as follows below:

Section 19.3 Schedule of Accrual Each employee shall be entitled to vacation leave based upon the following vacation accrual schedule:

CONTINUOUS LENGTH OF SERVICE	AMOUNT PER YEAR OF VACATION	ACCRUAL LEVEL PER PAY PERIOD
0-2 years of service	80 hours (10 days)	3.10 hours
3-4 years of service	120 hours (15 days)	4.60 hours
5-9 years of service	160 hours (20 days)	6.20 hours
10-15 years of service	180 hours (22.5 days)	6.90 hours
16-20 years of service	200 hours (25 days)	7.70 hours
21+ years of service	220 hours (27.5 days)	8.50 hour

Any person employed by the City shall have his or her prior service with the City, if any, counted as service with the City for purposes of computing vacation leave.

Section 19.4 Vacation Carry Over

Eligible full-time employees may accumulate unused vacation leave days as calculated below:

CONTINUOUS LENGTH OF SERVICE	MAXIMUM ACCUMULATION
0-2 years of service	120 hours (15 days)
3-4 years of service	180 hours (22.5 days)
5-9 years of service	240 hours (30 days)
10-15 years of service	270 hours (33.75 days)
16-20 years of service	300 hours (37.5 days)
21 + years of service	330 hours (41.25 days)

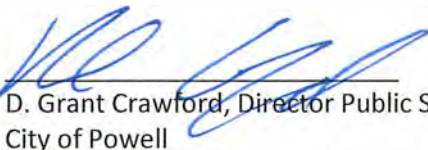
Hours in excess of the maximum amount at the end of the year (December 31st) will not be permitted to be carried over and will be forfeited.

EXECUTION

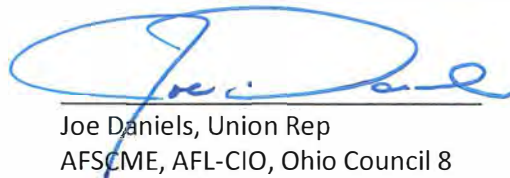
In witness whereof, the parties have executed this Agreement between City of Powell and AFSCME, AFL-CIO, Ohio Council 8, as of the 8th day of December 2023 in Powell, Ohio.

FOR THE CITY OF POWELL:

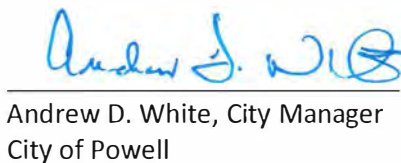
FOR AFSCME, AFL-CIO, OHIO COUNCIL 8:



D. Grant Crawford, Director Public Service
City of Powell



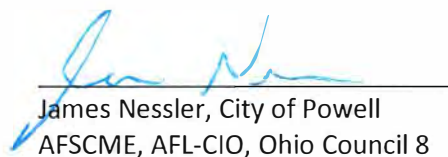
Joe Daniels, Union Rep
AFSCME, AFL-CIO, Ohio Council 8



Andrew D. White, City Manager
City of Powell



Loren R. Hart, City of Powell
AFSCME, AFL-CIO, Ohio Council 8



James Nessler, City of Powell
AFSCME, AFL-CIO, Ohio Council 8