

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE BOWLING GREEN EMPLOYEES ORGANIZATION  
AND THE CITY OF BOWLING GREEN  
(APRIL 30, 2005 TO APRIL 29, 2008)

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## **ARTICLE 1. PREAMBLE**

This Agreement is hereby entered into by and between the City of Bowling Green, Ohio hereinafter referred to as the "Employer" or the "City" and the Bowling Green Employees Organization, Inc., hereinafter referred to as the "BGEO" or the "Union." It is the purpose of this Agreement to achieve and maintain a satisfactory and stabilized employer/employee relationship, to promote improved work performance, to provide an opportunity for the Union or the Employer to negotiate on matters pertaining to wages, hours, or terms and other conditions of employment, and to provide for orderly, harmonious, and cooperative employee relations in the interest not only of the parties, but of the citizens of Bowling Green, Ohio.

## **ARTICLE 2. REPRESENTATION**

Section 2.1 The Bowling Green Employees Organization, Inc. shall be the sole and exclusive representative and bargaining agent with respect to matters pertaining to wages, hours, or terms and other conditions of employment. The BGEO shall represent the following employee classifications effective April 30, 2004:

Included: Surveying Technician, Project Inspector, Engineering Technician, Administrative Secretary- Public Works, Auto Mechanic, Public Works Equipment Operator, Laborer, Water Distribution Equipment Operator, Wastewater Equipment Operator, Mechanical Storekeeper Supervisor, Wastewater Treatment Plant Operator, Water Treatment Plant Operator, Sludge Recycling Coordinator, Water Distribution Supervisor, Water Meter Repair Supervisor, Water Meter Repair Worker.

Excluded: City Engineer, City Surveyor, Wastewater Treatment Plant Chief Operator, Water Treatment Plant Chief Operator, Public Works Director, Public Works Supervisor, Public Works Superintendent, Public Works Assistant Superintendent, Water Pollution Control Superintendent, Water Pollution Control Assistant Superintendent, Water Supply Superintendent, Water Supply Assistant Superintendent, Director of Utilities, Administrative Secretary - Utilities, Secretary - Utilities, Water Distribution and Wastewater Collection Superintendent, Auto Mechanic Supervisor, Wastewater Collection Maintenance Supervisor, Water Distribution and Wastewater Collection Assistant Superintendent.

Section 2.3 All probationary employees shall be excluded from the bargaining unit for six months. The probationary period shall be not more than six months from the date of hire. For all purposes under this Agreement, the probationary period shall be included in calculating an employee's years of service. Probationary employees shall be subject to the Agreement excepting that the City shall retain the right to make decisions regarding retention of probationary employees and such decisions shall not be grievable.

### **ARTICLE 3. PLEDGE AGAINST DISCRIMINATION**

Section 3.1 Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, marital status, race, color, creed, ancestry, or national origin.

Section 3.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 3.4 Where there is an alleged violation of the provisions of the Article the Employer, the employee, and their representatives may (but shall not be required to) meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

Section 3.5 This Agreement shall apply and be applied equally, without discrimination, to all persons subject to this collective bargaining agreement.

### **ARTICLE 4. DURATION OF AGREEMENT**

Section 4.1 This Agreement shall be effective as of 12:01 a.m. on April 30, 2005, and shall remain in full force and effect until 11:59 p.m. April 29, 2008, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice to negotiate not less than sixty (60) days prior to the termination date.

Section 4.2 The parties acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining; and the understandings and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union. Therefore, during the life of this Agreement, the Employer, the employees, and the Union waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject matter 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, unless as may otherwise be provided in this Agreement or mutually agreed.

## ARTICLE 5. PAYROLL DEDUCTIONS

Section 5.1 The City agrees to deduct regular Union dues or a fair share fee determined in accordance with Ohio Law the first and second pay of every month from the pay of all employees who are in the bargaining unit. Further, the City agrees to make the following deductions, subject to computer system capacity:

- Ohio Deferred Compensation
- Municipal Employees Union Dues
- Child Support Enforcement Agency
- Glass City Credit Union
- OML Insurance
- AEtna Life Insurance
- United Way
- Insurance, as required by this contract
- School Income Tax
- Colonial Insurance
- Modern Woodmen
- Capital Insurance
- AEtna Deferred Compensation
- Savings Bonds
- PERS Buyback

Section 5.2 All dues deducted pursuant to the Article shall be remitted to the Treasurer of the Union no later than seven (7) days following such deduction. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.3 The City's obligation to make such deductions shall terminate upon an employee's (a) termination of employment; (b) layoff from work; or (c) an agreed leave of absence; provided, however, the City's obligation to make deductions shall continue as long as an employee continues to receive a paycheck.

Section 5.4 The City shall not be obligated to make deductions of any kind from any employee who, during any deduction month involved, shall have failed to receive sufficient wages to equal the deduction.

Section 5.5 It is agreed that neither the Employees nor 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 twenty (20) calendar days after the date such error is claimed to have occurred. If it is found that an error occurred, it will be corrected at the next pay period that the Union deductions are normally made by deducting the proper amount necessary to correct the error. Payroll collection of dues shall be authorized for the

exclusive bargaining representative only and not for any other organization attempting or alleging to represent the employee within the bargaining unit.

## **ARTICLE 6. MANAGEMENT RIGHTS**

Section 6.1 The City, on its own behalf and on behalf of its citizens, hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Ohio and the United States, the City Charter, and ordinances of the City of Bowling Green, and any modifications made thereto, except as modified by the express terms of the Agreement and subject to the City's obligation to negotiate pursuant to Chapter 4117 of the Ohio Revised Code.

Section 6.2 Except as specifically limited by the Agreement and subject to the City obligation to negotiate pursuant to Chapter 4117 of the Ohio Revised Code, all rights are reserved to and remain vested in the City including, but not limited to, the sole right to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the function and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structures;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, discharge for just cause, layoff, transfer, assign shifts, assign duties, schedule work hours, promote, or retain employees, except as limited by this Agreement and by the City's obligation to negotiate pursuant to Chapter 4117 of the Ohio Revised Code;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take the actions to carry out the mission of the public Employer as a governmental unit.

## **ARTICLE 7. EMPLOYEE BILL OF RIGHTS**

Section 7.1 Employees in the Bargaining Unit shall be entitled to the following rights when there is a charge(s) against an employee for violation of City policies, rules, and regulations.

### **EMPLOYEE RIGHTS**

A. Any time that the Employer or its designee conducts a pre-disciplinary conference pursuant to Section 18.5 in which the disciplinary action anticipated is a suspension without pay, reduction, or discharge, the employee shall be advised of his right to representation in accordance with Section 18.5.

B. Any interrogation, questioning, or interview shall be conducted at a reasonable hour, preferably while the person to be interrogated or interviewed is on duty. Such sessions shall be for reasonable periods of time and time shall be allowed for rest period(s) and for other physical necessities.

C. The employee shall be informed of the specific nature of the investigation prior to any questioning.

D. There shall be no press release by the City, the Union, or the employee regarding the employee under investigation until such investigation is completed and the employee is either cleared or charged.

E. In disciplinary investigations, interrogations, or hearings, neither party shall tape record, unless mutually agreed.

F. An employee who has been charged with a violation of any City policy, rule, or regulation shall, upon request, be provided the opportunity to obtain copies, at current reproduction cost, of transcripts, recordings, written statements, and any other material relating to the charges as a condition of its use at a hearing on such charge. Such request must be made not less than 24 hours prior to the scheduled hearing, except in the event of extenuating circumstances.

G. When a single anonymous complaint is made against an employee, following the initial investigation, the employee shall be interviewed and apprised of the circumstances.

## **ARTICLE 8. SAFETY AND WELFARE**

Section 8.1 The City shall make reasonable provisions for the safety, health, and welfare of employees. Danger of loss of life or serious physical injury may be the basis for refusal to perform a task; providing, however, unreasonable refusal to work may subject an employee to disciplinary action.

Section 8.2 The City shall determine, subject to the provisions of this Article, furnish, and maintain the necessary tools, facilities, vehicles, supplies, and equipment required for the employees to safely carry out their duties. All equipment shall be maintained according to the manufacturer's recommendations and specifications. Employees shall share responsibility for the proper use, maintenance, and care of all items included in this section. The City and its employees shall comply with all known safety laws and regulations applicable to Ohio municipalities.

Section 8.3 The City shall provide, in accordance with its specifications, safety glasses, including prescription safety glasses; prescription sun glasses, if the employee works out of doors; and clip-on sunglasses. Prescription safety glasses shall be replaced at the City's expense when prescribed by the employee's optometrist. Employees will be responsible for the proper use and care of safety glasses, as provided. Employees must replace lost or stolen safety glasses at their own expense, but the City will replace safety glasses damaged on the job.

Section 8.4 The City agrees to uniformly apply safety rules to all employees subject to this agreement in similar circumstances and to uniformly implement and enforce safety rules, without discrimination in their application.

Section 8.5 The City shall determine and provide to new employees the safety training necessary to perform their duties.

## **ARTICLE 9. WORK RULES AND REGULATIONS**

Section 9.1 The Union recognizes that the Employer or its designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate certain work rules, regulations, policies, procedures, and directives consistent with statutory authority to regulate the conduct of employees and the conduct of the Employer's services and programs, subject, however, to the Employer's obligation to negotiate collectively pursuant to Chapter 4117 of the Ohio Revised Code.

Section 9.2 Work rules, regulations, policies, procedures, and directives shall not be established in violation of this Agreement or applied arbitrarily.

Section 9.3 Copies of changes in existing work rules, regulations, policies, procedures, and directives, or newly established work rules, regulations, policies, procedures, and directives, shall be posted within the affected divisions and shall also be provided to the Union President not less than ten (10) days before they are to take effect, except during declared emergency conditions. Within said ten (10) days, the City shall provide reasonable opportunity to the Union to make suggestions or recommendations regarding any such changes in rules.

Section 9.4 Employees shall be provided with a copy of all written work rules, regulations, policies, procedures, and directives in existence at time of hiring, at the Employer's expense.

#### **ARTICLE 10. RESIDENCY REQUIREMENT**

Section 10.1 Bargaining unit employees shall be subject to the Civil Service Commission's rules pertaining to residency requirements.

#### **ARTICLE 11. POSITION OPENINGS**

Section 11.1 The City shall first consider bargaining unit employees for job openings within said unit. Among those of equal qualifications, preference shall be given according to order of seniority within the bargaining unit. The City shall provide the Union written notice of any job openings.

#### **ARTICLE 12. REDUCTION IN WORKFORCE**

Section 12.1 The City agrees that in the event that the possibility of a lay-off exists, or is contemplated, affecting employees, the City will notify the Union representatives by written notice no later than twenty-one (21) calendar days prior to the first day of the possible lay-off. Such notification shall be for the purpose of establishing discussions between the parties in order to develop mutually acceptable alternatives to prevent or overcome the need for the proposed lay-off. Upon request of the Union, the City agrees to conduct a Labor/Management conference within said 21 days to discuss proposed layoffs.

Section 12.2 When it becomes necessary through lack of work or funds or for other causes, to reduce the force, layoffs shall be conducted as follows: Employees will be laid off in accordance with their seniority within each job classification with the employee(s) with the least seniority being laid off first within each job classification. Employees identified for layoff shall have the right to displace less senior employees in the same department provided that the employees are qualified to perform the duties.

Section 12.3 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

Section 12.4 If an employee is recalled to a position in a lower-rated job position, he shall have the right to return to the job position he held prior to being laid off in the event it subsequently becomes available. The City shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job position and are willing to be recalled to said job position. Bargaining unit employees shall be given reasonable consideration

with regard to any non-bargaining unit positions which may become open while said employees remain on the recall list.

Section 12.5 An employee to be recalled will be informed of his reemployment in the form of a written notice. This notice shall be considered received by the employee when mailed by certified mail to the last-known address of the employee as shown on the City's personnel records. It shall be the responsibility of each employee on lay-off to keep the City advised of his current address. Within fifteen (15) calendar days after notice of reemployment is mailed, the employee must advise the City in writing of his acceptance of reemployment and his ability to commence employment on the date specified in the notice. Any and all reemployment rights granted to an employee shall terminate upon such employee's failure to respond and to accept within fifteen (15) calendar days any position offered to the employee.

Section 12.6 Employees so laid off or whose employment otherwise ceases due to reasons other than termination for gross misconduct may elect to continue medical and dental coverage in accordance with applicable law.

### **ARTICLE 13. PERSONAL SERVICE RECORDS**

Section 13.1 All employees shall be permitted to review their personal service records (Personnel Records) and may receive a copy of any item(s) in the file at current reproduction cost. The City shall not suffer any loss of the employee's services as a result of this activity. When any record of a disciplinary action is noted in an employee's personnel file, the City shall provide a copy of said record to the employee.

Section 13.2 Subject to the approval of the City Records Commission and the State Auditor, and pursuant to Section 149.39 of the Ohio Revised Code (O.R.C.) the personal service record of an employee is to be cleared or purged of any offenses upon written request of the employee in accordance with the following schedule:

- A. Any reprimand shall be removed from the record after two (2) years from the date of the reprimand, providing there is no intervening disciplinary action during the two-year period.
- B. Any suspension of less than thirty (30) days shall be removed from the record after a period of five (5) years, providing there is no intervening disciplinary action involving a suspension during the five-year period.
- C. Any suspension of thirty (30) days or more shall be removed from the record after a period of seven (7) years, providing there is no intervening disciplinary action involving a suspension of thirty (30) days or more during the seven-year period.

D. If there is an intervening disciplinary action, as described in Paragraphs A, B, and C above, the periods described in said paragraphs shall commence from the date of the intervening disciplinary action.

#### **ARTICLE 14. BULLETIN BOARDS**

Section 14.1 The City shall provide bulletin board space, not to exceed 9 square feet in dimension, in an easily accessible, agreed upon location within each division of the bargaining unit. Notices relating to the following matters may be posted without the necessity of receiving prior approval of the Municipal Administrator.

1. Union and division-wide recreation and social affairs.
2. Notice of Union meetings.
3. Union appointments.
4. Notice of Union elections.
5. Reports of non-political committees and independent non-political arms of the Union.
6. Non-political publications, rulings, and policies of the Union.
7. Civil Service Board and pension board publications.

All other notices of any kind not covered above must receive prior approval of the Municipal Administrator or designated representative.

Section 14.2 The City shall permit the Union to have one file cabinet upon City premises. The Union shall be responsible for the purchase and maintenance of said cabinet. The size and location of the file cabinet shall be mutually agreed to by the Union and the City.

#### **ARTICLE 15. LABOR/MANAGEMENT CONFERENCE**

Section 15.1 In the interest of sound labor-management relations and effective communication, either party may, not more than four (4) times yearly unless otherwise mutually agreed, request a labor/management conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request will include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. Said conference shall be scheduled during regular business hours and shall be limited to two (2) hours. A labor/management conference shall be scheduled as soon as possible from the date requested.

Section 15.2 The purpose of such meetings shall be limited to:

- A. Discuss the administration of this agreement.

B. Notify the Union about changes made by the Employer which affect employees.

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.

D. Disseminate general information of interest to the parties.

E. Give the Union representative the opportunity to share the views of its members and/or make suggestions on subjects of interest to its members.

F. Discuss ways to increase productivity or improve efficiency.

G. Consider and discuss health and safety matters relating to employees.

Section 15.3 There shall be no more than four (4) representatives for each party in attendance at a labor/management conference, unless otherwise mutually agreed.

Section 15.4 No Union employee shall suffer a loss in pay or credit for hours worked as a result of attending such meetings, but no such employee shall receive overtime compensation for attending such meetings. Nor shall any Union employee attending such meetings during non-working hours receive any compensation therefore from the Employer.

Section 15.5 Any agreement(s) arising out of a labor/management conference must be reduced to writing, and then reviewed and approved by both the City and the Union.

## **ARTICLE 16. INJURY LEAVE**

Section 16.1 In the event a covered employee is absent due to an injury or illness incurred on duty under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation laws of the State of Ohio, the employee shall be carried on the payroll of the City for the period of disability provided the extent of the injury or disability prevents such person from performing those duties as may be assigned and provided further. Such period shall not exceed sixty (60), eight (8) hour, work days.

Section 16.2 In order to be eligible, the employee must submit to his/her division head a completed City accident report form and a written statement from the attending physician or medical authority which:

- (1) Verifies the disability;
- (2) Indicates the cause of the injury;
- (3) Indicates that the employee is unable to perform the assigned duties; and
- (4) States the employee's expected date of return-to-duty.

Section 16.3 In the event the Bureau of Worker's Compensation should deny any claim as not being sustained in the course of and arising out of employment, disability pay charged to injury leave shall be charged to sick leave or another form of accrued but unused leave. Furthermore, whenever an employee has accumulated but unused leave time, that time shall be substituted for and counted against the employee's 12-week Family Medical Leave entitlement for that calendar year. Any paid vacation, sick leave, or personal business leave taken shall be applied against any FMLA leave entitlement. Employees will not be required to substitute compensatory time for unpaid Family Medical Leave; however, they may voluntarily elect to utilize accrued but unused compensatory time in order to remain in a paid status.

Section 16.4 Furthermore when an employee is on an approved "Injury Leave," whether in a paid or unpaid status, the leave shall be counted concurrently towards both "Family Medical Leave" and "Injury Leave."

Section 16.5 If an employee returns to work prior to the expiration of the original sixty (60) work days specified in Section 16.1 and then is disabled at a later date due to the same injury (same Workers' Compensation Claim Number), the employee may use the unused portion of the sixty (60) working days until such injury leave is exhausted. If the injury is different (different Workers' Compensation Claim number) the 60 day period will begin again.

Section 16.6 At the City's discretion an employee, who is on an approved injury leave, as set forth in Section 16.1 above, may be required to work or be assigned other duties or limited (light) duty during the period of disability at the employee's regular rate of compensation provided there is medical evidence that proves that the employee is capable of performing the duties assigned. In the event that the employee's physician and the doctor chosen by the City are unable to agree that the employee is capable of performing the functions of the job assigned, the two (2) doctors shall select a third doctor to examine the employee. The decision of the third doctor concerning the capability of the employee to perform the functions of the job shall be binding on the City, the Union, and the employee.

Section 16.7 Employees who are injured while on duty, must as a condition of receiving injury leave, complete the appropriate paperwork for Workers' Compensation benefits according to applicable law. Employees must also complete, if applicable, wage agreements and medical releases. Such filing shall, at the City's discretion, include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City.

The employee must submit any and all temporary total compensation benefits to the City that the employee receives from the Bureau of Workers' Compensation for the period of time that the employee is receiving wages from the City for Injury Leave or any sick or other form of leave that employee elects to use as a result of the injury.

Section 16.8 An employee who has exhausted paid Injury Leave, as provided in this Article, may extend his/her leave for not more than one year. During the one year extension the employee must use his/her accrued but unused sick, vacation, personal business, and/or compensatory leave in order to remain in a paid status. After the leave time has run out, then the employee may finish his/her leave in an unpaid status. Any compensation received from The Bureau of Workers' Compensation must be signed over to the City during the period of time that the employee is being paid by the City. Any sick, vacation, compensatory, or personal business leave time used will be restored to the employee when the employee has returned to duty or his/her employment ceases, or the Bureau of Workers' Compensation/Industrial Commission determines the employee has reached maximum medical improvement/permanency.

If the employee continues his/her leave in an unpaid status, the employee would have the opportunity to accept any payments made by the Bureau of Workers' Compensation for his/her lost time during the period of time that the employee was not receiving wages from the City. While in such status the employee would no longer accrue any additional leave time.

Section 16.9 After the one year leave extension, as provided in Section 16.8, has expired, the employee must either return to duty or his/her employment may be terminated.

## **ARTICLE 17. GRIEVANCE PROCEDURE**

Section 17.1 The term "grievance" shall mean an allegation by a bargaining unit employee, or a group of employees ("Class Action"), or the Employer that there has been a breach, misinterpretation, or improper application of this agreement. The Union may pursue a designated "Class Action" grievance without the necessity of gathering the signatures of all employees who may have been similarly affected. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 17.2 Except as provided herein all grievances must be processed at the proper step in order to be considered at subsequent steps. The aggrieved employee or employees may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee or employees within the time limits provided herein shall be considered resolved based upon the Employer's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 17.3 It is the mutual desire of the City and the Union to provide for prompt adjustment of grievances in a fair and reasonable manner. Every reasonable effort shall be made by both the City and the Union to effect the resolution of grievances at the earliest step possible. The aggrieved employee and the appointed Union representative responsible for the processing of grievances shall be permitted to engage in processing activities during their scheduled working hours provided that the time required does not exceed twenty (20) minutes of the individual's scheduled tour-of-duty and does not significantly interfere with work duties.

In the furtherance of this objective, the following procedure shall be followed:

**Informal Step:** The aggrieved individual may contact his immediate supervisor and attempt to resolve this dispute orally. The parties hereto agree that a resolution of the matter at this point is preferable to all involved.

**Step 1:** The grievant, with an appropriate Union representative if the former desires, shall identify the alleged grievance to the immediate supervisor in writing within ten (10) calendar days following the occurrence of the incident giving rise to the grievance. The supervisor shall investigate and provide an appropriate written answer to the grievance within ten (10) calendar days following the day on which the supervisor was presented the grievance. The resolution of a grievance at Step 1 shall be subject to review and approval by the Division Superintendent prior to the issuance of the Step 1 written answer.

**Step 2:** If the grievance is not resolved in Step 1, the employee, with an appropriate Union representative if the former desires, may present the grievance form and the written response at the prior step, to the Division Superintendent within five (5) calendar days after receiving the Step 1 reply. The Division Superintendent shall have ten (10) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Division Superintendent shall investigate and respond in writing to the grievant within ten (10) calendar days following the meeting and shall provide an information copy of the reply to the Personnel Director and to the Union.

**Step 3:** Should the grievant or grievants still feel that the grievance has not been resolved to his satisfaction, he, along with the Union representative if the former desires, may present the grievance form and all written responses from prior Steps, to the appropriate Department Director within five (5) calendar days after receiving the Step 2 reply. The Department Director shall have ten (10) calendar days following the meeting, if he deems such necessary, with the aggrieved employee, his union representative, and the Personnel Director. The Department Director shall investigate and respond to the grievant in writing within ten (10) calendar days following the meeting, sending an information copy of the reply to the Personnel Director and to the Union.

Step 4: If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon written request of the Union to the Personnel Director or by the Employer in accordance with this section of this article. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of ten (10) calendar days from the date final action was taken on such grievance under Step 3 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

Upon receipt of a request to arbitrate, the Employer and the Union shall, within ten (10) days following the request, either jointly agree to an arbitrator or jointly request a list of five (5) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall attempt to agree on a submission agreement outlining the specific issue(s) to be determined by the arbitrator prior to requesting the list.

An arbitrator shall be selected within ten (10) working days of the receipt of the list by the alternative strike method from the list of five (5) names submitted by the Federal Mediation and Conciliation Service. The parties shall alternate as the first to strike, followed by the other party and alternating in this respect until one name remains on the list. The remaining name shall be designated as the arbitrator. Either party shall have the option to completely reject the list and request another. All other procedures relative to the hearing, except as specifically outlined herein, shall be according to the rules and regulations of the Federal Mediation and Conciliation Service.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of this Agreement.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language herein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted to him.

The arbitrator shall be without authority to recommend any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreements or practice. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. The arbitrator shall not have authority to make any decision which is:

(1) Contrary to or inconsistent with or modifying or varying in any way the terms of applicable laws.

(2) Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law (including Chapter 4117 ORC).

Limiting or interfering in any way with the powers, duties, or responsibilities of City Council under its rule-making powers.

(3) Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this Agreement or applicable law (including Chapter 4117 ORC).

(4) Implying any restriction or condition upon the Employer in its exercise of rights set forth in the article of this Agreement entitled "Management Rights"; unless the actions giving rise to the grievance are supportable as a management right, but contrary to another provision herein.

The question of propriety of a grievance being arbitrated may be raised by either party before the arbitration hearing of the grievance, on the ground that the matter is not subject to arbitration beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitration, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding.

Any cost in obtaining the list of arbitrators shall be equally shared by both parties.

All costs related to the services of the arbitrator shall be paid by the losing party. In those instances in which the arbitrator's decision represents a compromise between the parties, the cost of arbitration shall be shared.

Section 17.4 All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties.

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was filed in writing
4. Date and time grievance occurred
5. Where grievance occurred
6. Description of incident giving rise to the grievance
7. Articles and sections of Agreement violated

Section 17.5 A grievance may be brought only by the aggrieved member of the Bargaining Unit. Where a group of Bargaining Unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class-action grievance, provided each employee desiring to be included in the class action grievance signs the original grievance form.

Section 17.6 Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level above that from which it originates.

Section 17.7 If there is more than one grievance pending at the same time, the parties may mutually agree to have a single arbitrator decide all pending issues.

## **ARTICLE 18. DISCIPLINE**

Section 18.1 The Employer may conduct an investigation of any alleged violation committed by a bargaining unit employee and make a finding by written report concerning any such alleged violation. The Employer may rely upon the employee's written report in taking action and in defending such action in the event the employee is disciplined or discharged. An employee may have Union representation at any investigatory interview and/or prior to submitting any written report to the Employer.

Section 18.2 Except as otherwise provided herein, an employee's off-duty conduct shall not result in discipline or discharge unless such off-duty conduct seriously impairs the employee's ability to effectively or efficiently perform on assigned job duties or such unreasonably interferes with or diminishes the overall performance, effectiveness, or efficiency of his department.

Section 18.3 Forms of disciplinary action may only include, in order of severity:

- A. Verbal warning (time and date recorded);
- B. Written reprimand;
- C. Suspension with pay;
- D. Suspension without pay;
- E. Reduction in pay rate;
- F. Discharge from employment.

Section 18.4 Incompetency, inefficiency, dishonesty, working while under the influence of alcohol and/or controlled substances, immoral conduct, insubordination, discourteous treatment of the public, neglect-of-duty, neglect or abuse of equipment or apparatus, absence without leave, any other failure of good behavior, or any other acts of misfeasance, malfeasance, or non-feasance in office shall be cause for disciplinary action. However, the disciplinary action shall be proportionate to the offense committed.

Section 18.5 Whenever the Employer determines that an employee's conduct may warrant a suspension without pay, reduction, discharge, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Each party shall have the right to question at the pre-disciplinary conference any person who testifies at the pre-disciplinary conference. Written notice of such conference shall be mailed or

personally delivered to the Employee with a copy simultaneously to the Union. Such notices shall specify the time, date, and place of the conference, and subject matter of the conference, and the notice shall also advise the employee of his right to be represented at the conference by a union representative and/or other representative of his choosing. Upon receipt of a written request signed by the employee or his designated representative, the Employer must, for just cause shown, grant the employee's request that such conference be continued.

Section 18.6 Any discipline which results in a suspension of more than three (3) days, demotion, or discharge may be appealed to only one of the following: the Bowling Green Civil Service Commission, or an arbitrator as provided in Article 17, Section 17.3, Step 4 of this Agreement. Suspensions of less than three (3) days can only be appealed through the arbitration process.

**ARTICLE 19. VOLUNTARY ATTENDANCE AT CONFERENCES,  
CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATION  
FUNCTIONS**

Section 19.1 A bargaining unit member may attend any duty related training and educational function if authorized by the appropriate department director or his designee(s). Employees must complete the necessary paperwork in advance in order to attend the authorized function. The City will reimburse the employee for his reasonable and necessary expenses, except as limited within this Article, and provided there are sufficient unencumbered appropriated funds available to pay for such expenses. The employee's claim for reimbursement shall include proof of expenditure for expense. Expenses incurred and charged on a credit card must be supported by an itemized receipt. There shall be no reimbursement for purchase of alcoholic beverages, personal phone calls, entertainment expenses, or expenses incurred on behalf of any other individual.

Section 19.2 For out-of-town training, compensation for travel will be based on the cost of the means of transportation actually used; provided, however, if a cheaper means of transportation was reasonably available, compensation will be based on such cheaper means of transportation. Whenever the person travels by privately-owned automobile, he shall be reimbursed for mileage at the applicable I.R.S. rate. Other reimbursable expenses include meals, lodging, common carrier fees, vehicle parking, tolls, and other reasonable expenses.

Section 19.3 Cost of lodging will be reimbursed at the single-room rate in effect at the place of lodging. If a room is occupied by two or more persons authorized for training under this article, reimbursement will be pro-rated to each person, or in full to the person who pays for the room. Pro-rated reimbursements will not exceed the single room rate. However, employees are not required to share rooms.

Section 19.4 Upon approval of the appropriate department head, an employee may receive advance payment for the estimated expenses of travel, provided, however, that the request is made at least two weeks prior to the scheduled date of departure. Within one week of completion of travel, the employee must return any money owed to the City and submit to the Finance Director proof of expenditures.

Section 19.5 Subject to the advance approval of the department head, an employee may attend and be reimbursed for tuition of a degree producing program, provided the program is job-related, that a grade of "C" or better is earned in each course for which reimbursement is sought, and that the courses are taken during the employee's off-duty hours. Any course which is required as a condition of completion of any job-related degree program will also be considered as job-related. Employees must complete the necessary paperwork in advance in order to be considered for tuition reimbursement. To be eligible for any such reimbursement the person must have been employed by the City for a minimum of two years. Such reimbursement shall not be allowed for more than six semester hours or nine quarter hours in any one calendar year. Instructional fees (tuition) will not be reimbursed at a rate in excess of corresponding charges at Bowling Green State University (BGSU).

Section 19.6 There shall be no loss of pay as a result of authorized travel or training. However, compensation shall not exceed eight (8) hours per day.

**ARTICLE 20. MANDATORY ATTENDANCE AT CONFERENCES,  
CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATION  
FUNCTIONS**

Section 20.1 The appropriate department head or designee(s) may require an employee to attend any duty-related training and educational function.

Section 20.2 All time spent traveling shall be counted as hours worked less the time required for ordinary travel between the employee's home and work site, meal times, and breaktimes. The employee must obtain the advance authorization of the appropriate department head or designee(s) to travel on any day other than the actual day of training, if compensation for travel time will be sought.

Section 20.3 Reimbursement, payment, wages, and conditions of attendance not otherwise modified by this article shall be identical to those established by Article 19.

**ARTICLE 21. UNEMPLOYMENT COMPENSATION**

Section 21.1 Employees shall be provided, by the City, unemployment compensation coverage to the extent required by the Revised Code of Ohio.

**ARTICLE 22. PENSION FUND PROVISION**

Section 22.1 Employees shall be provided coverage under the Public Employees Retirement System of Ohio, as is appropriate to the extent required by the Revised Code of Ohio.

**ARTICLE 23. DEFERRED COMPENSATION PROGRAMS**

Section 23.1 The City adopts the State Public Employees Deferred Compensation Program, the Ohio Municipal League Master Deferred Compensation Plan, and the Great American Life Insurance Company/Annuity Investors Life Insurance Company Deferred Compensation Plan, and extends to all eligible employees the opportunity to join the programs.

**ARTICLE 24. OPERATORS INSURANCE**

Section 24.1 Liability insurance for bodily and property damage for operators of City motor vehicles and equipment shall be provided by the City at no cost to the employee.

Section 24.2 If a job requires a Commercial Driver's License (CDL), the employee shall obtain such license within his/her probation period. The City shall pay the cost of the initial test. Thereafter, the City shall pay \$19.00 toward the cost of the renewal of a Commercial Driver's License; however, employees are responsible for paying for any costs associated with retests.

Section 24.3 In the event that an employee loses his driver's license or CDL, and he remains available to work, he shall be reclassified to and be compensated as a Laborer for a period limited to twenty (20) work days. Thereafter, continued employment is not guaranteed.

Section 24.4 If temporary loss of CDL is due to error by an insurance company, Court, or the Bureau of Motor Vehicles, the employee's classification and pay shall be retroactively restored upon proof of error to the employer's satisfaction.

## ARTICLE 25. VACATIONS

Section 25.1 Each full-time employee included within the scope of this Agreement shall earn vacation leave according to the number of years of service as follows:

Length of Service	Annual Accrual	Accrual Rate Per Pay Period	Maximum Accrual
Under One Year	none	0	0
1 to 5 years	106	4.1 hrs	240 hrs
6 to 10 years	146 hrs	5.6 hrs	360 hrs
11 to 20 years	186 hrs	7.2 hrs	480 hrs
Over 20 Years	226 hrs	8.7 hrs	600 hrs
Over 25 Years	246	9.5 hrs	660 hrs

Section 25.2 Upon completion of one full year of service with the City, each full-time employee, shall be credited with 106 hours accrued vacation or any greater number of hours for which the employee would be eligible because of prior public service in the State of Ohio as authorized by Section 25.3 below.

Section 25.3 All full-time, permanent City employees with prior full-time, public service in the State of Ohio for which they had accrued vacation leave may, upon certification of their service, count that prior service for purposes of computing entitlement to vacation leave, except that the prior public service may not be counted as entitlement to vacation leave during the first year of employment with the City.

Section 25.4 Vacation is credited each bi-weekly pay period at the rates shown for each period of service in Sections 25.1 above. Vacation credit may be accumulated for two years, plus the current year's accumulation, up to the maximum number of hours shown in the maximum accrual column in Section 25.1 above. No accrual will accumulate beyond the maximum allowable for each period of service. Vacation is not earned on overtime. Applicable accrual rates shall be pro-rated for portions of bi-weekly pay periods.

Section 25.5 Vacation shall be scheduled throughout the year by responsible supervisors as near as possible to times desired by employees, subject to operational requirements. Vacation preference shall be granted to employees on the basis of division seniority (time in service within divisions of departments established by contract or administrative code). In case of conflict, the appropriate department head shall make the final decision as to when vacations may be taken. There is no requirement that vacation leave be taken all at once or that it be split up. Vacations may be taken so as to include or abut holidays or personal business days. Employees are encouraged to utilize their annual vacations. The minimum time of request and approval shall not be less than one-tenth (1/10) of an hour.

Section 25.6 Vacation pay shall be computed on the basis of a regular 40-hour work week at applicable regular straight time rates.

Section 25.7 Vacation leave is earned only during the time the employee is on active full-time status; it is not earned by part-time, seasonal, or temporary employees, or by full-time employees while on unpaid leaves of absence or unpaid military leave.

Section 25.8 Days designated as holidays in Article 26 shall not be charged to vacation leave regardless of the day of the week on which they occur.

Section 25.9 A week of vacation is equivalent to 40 normal hours of work.

Section 25.10 Upon separation from City employment an employee shall be entitled to compensation at his or her then-current straight-time rate of pay for all lawfully accrued and unused vacation leave to his or her credit. If the separation from City employment is caused by death, payment shall be made to the employee's surviving spouse or other beneficiary, as provided by statute.

Section 25.11 The maximum accrual is as of the employee's anniversary date. For example, an employee who was hired on September 4, 1971, without prior public service in the City of Bowling Green, would have a ten-year anniversary date of September 4, 1981. On the anniversary day (Sept. 4, 1981) a regular City employee could have not more than 360 hours (2 x 120 plus current year) of vacation time.

Section 24.12 For vacation purposes, years of service with the City shall be determined by the total number of full-time, non-seasonal/non-temporary years worked for the City and shall include military leaves of absence and other approved leaves of absence. If an employee's service has been interrupted through no fault of the employee, such as lay-off, the employee's total service shall include the periods both before and since the interruptions, but shall not include the period of interruption itself.

Section 24.13 An employee may request an advance of five days pay at the time of the employee's vacation. The request must be made to the appropriate Department or Division Head or his/her designee at least fourteen (14) calendar days prior to the payday on which the check is to be received. This may be done once each year and is contingent upon the employee having worked in the applicable bi-weekly pay period in an amount sufficient to be entitled to the advance pay requested.

## **ARTICLE 26. HOLIDAY PAY**

Section 26.1 Holidays or the days set apart for their observance shall be as follows:

- A. First day of January
- B. Third Monday in January
- C. Third Monday in February
- D. Last Monday in May
- E. Fourth day in July
- F. First Monday in September
- G. Eleventh day of November
- H. Fourth Thursday in November
- I. Day After Thanksgiving
- J. Twenty-fifth day of December

Section 26.2 In the event that any of the above holidays shall fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the above holidays shall fall on Sunday, the Monday immediately following shall be observed as the holiday.

Section 26.3 On each of the holidays listed in Section 26.1 of this Article, all employees included within the scope of this Agreement shall be paid eight (8) hours of holiday pay, and such hours shall be counted as hours worked in computing entitlement to overtime pay.

Section 26.4 Employees who are required to work on any of the holidays listed in 26.1 of this Article shall be paid holiday pay plus twice the regular straight time rates of pay for the hours worked. Hours worked in excess of eight (8) shall not count toward entitlement to overtime.

At the Water Treatment Division and the Water Pollution Control Division, Holiday Pay shall be paid for either working the actual holiday or the observed holiday (New Year's Day, Independence Day, Veteran's Day, and Christmas Day that fall on a Saturday or Sunday), but in no case shall an employee be paid holiday pay for both the actual holiday and observed holiday worked.

Section 26.5 With respect to the Water Pollution Control Division, the operators whose normal work schedule includes a holiday, are normally expected to work that holiday.

If the operator who would normally work the holiday requests a holiday off, then another operator, who is not already scheduled to work that holiday, may be scheduled, if possible, according to the WPC Division's Leave and/or Overtime Policies, to work the holiday. If the other operator(s) who is/are offered the holiday decline(s) it, he/they will not be charged as refusing an offer of overtime.

