RESOLUTION NO. 16-42

A RESOLUTION ACCEPTING NEGOTIATED CHANGES TO THE OHIO COUNCIL #8 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AND LOCAL 3934 (AFSCME-CLERICAL) EMPLOYEES AGREEMENT WITH THE CITY OF DELAWARE.

WHEREAS, the existing contract with the AFSCME Clerical employees is to expire on December 31, 2016 and

WHEREAS, adoption of the new negotiated contract with the AFSCME Clerical employees, effective January 1, 2017, requires approval of a majority of City Council members and a majority of the members of the AFSCME Clerical employees.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Delaware, State of Ohio:

SECTION 1. That the negotiated changes to the contract between the City of Delaware and the Ohio Council #8 American Federation of State, County and Municipal Employees, and Local 3934 (AFSCME-Clerical) employees is hereby accepted.

SECTION 2. That this resolution shall take effect and be in force immediately after its passage.

PASSED: September 12, 2016 YEAS 6 NAYS 0
ABSTAIN 0

ATTEST: Elaine McCoskey
CITY CLERK

Carl Kaplan
MAYOR

Agreement Between the

CITY OF DELAWARE

And

OHIO COUNCIL #8

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,

AND LOCAL 3934

Effective Dates

January 1, 2017~~4~~- December 31, 2019~~6~~

ARTICLE 1

AGREEMENT AND DURATION

Section 1.

This Agreement is made and entered into by and between the City of Delaware, (hereinafter referred to as the City) and the Ohio Council 8, American Federation Of State, County and Municipal Employees, AFL-CIO And Local 3934, 6800 North High Street, Worthington, Ohio 43085 (hereinafter referred to as the Union).

Section 2.

This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the City, its employees, and the Union. This Agreement is intended to formalize the issues approved by the negotiating committees of the City and the Employees Union.

Section 3.

The provisions of this Agreement establish certain rights and benefits for the Union and the employees which shall only be coextensive with the terms of this Agreement, and these rights and benefits shall cease and terminate upon the termination date of this Agreement, or any extensions thereto.

Section 4.

This Agreement shall become effective January 1, 20174, upon ratification by the Union and approval by the City Council and shall remain in full force and effect until December 31, 20196. Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Agreement makes no specification about a matter, the City and its employees are subject to all applicable State laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees.

Section 5.

If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written or electronic notice of that intention upon the other party not less than sixty (60) days prior to the expiration of this Agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith in an effort to reach a successor Agreement. If no such written notice is given, this Agreement will be renewed automatically for one year.

ARTICLE 2

RECOGNITION

Section 1.

The City recognizes the Union as the sole and exclusive representative for all Bargaining Unit employees described in Section 2 of this Article. The Union is recognized by the City as the sole and exclusive representative in any and all matters relating to wages, hours and terms and conditions of employment, and the continuation, modification, or deletion of any existing provisions of past Agreements between the parties, and the resolution of questions arising under this Agreement.

Section 2.

The bargaining unit shall consist of all clerical positions of the City of Delaware including Clerical Specialist, Accounting Specialist I and II, Administrative Assistant, and Office Supervisor. Excluded from the bargaining unit are all management-level employees and supervisors as defined in the act, and any SERB amendments thereto.

ARTICLE 3

DEFINITIONS

For purposes of this bargaining Agreement the following terms shall be defined as follows:

Department Head(s): Employees designated as Department Heads in the City's annual budget or organizational chart.

Department(s): Includes the departments of Public Works, Finance, Legal Department, Planning and Community Development, Engineering, Public Utility, Grounds and Facilities, and Police and Fire.

Periods of Employment/Years of Total Service/Years of Service shall always be based upon permanent Full-Time Employment.

ARTICLE 4

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

Section 1.

The City and AFSCME agree that, neither shall discriminate against any employee of the bargaining unit because of race, color, religion, sex, national origin, age, disability, ancestry, marital status (except where it is in violation of the City's established nepotism policy), political affiliation, or sexual preference. Nor shall the City or AFSCME discriminate against any employee of the bargaining unit because of his/her membership or non-membership in AFSCME. Both the City and AFSCME recognize their respective responsibilities under applicable federal, state and local laws, and executive order relating to civil rights and employment practices.

All references to members of the bargaining unit in this Agreement shall mean both sexes. Wherever the female gender only is used, it shall be considered to include male and female employees.

ARTICLE 5

MANAGEMENT RIGHTS

Unless the City has set forth in this Agreement a limitation upon the Council's or the City Manager's right or duty to manage the City of Delaware, or the right of the Department Heads to manage their Department, the City shall retain all rights imposed upon it by law to carry out the administration of government and management of the City including these Departments. The right to manage shall include, but not be limited to:

A. The right to direct, supervise, evaluate, hire, promote, transfer, assign, schedule, layoff and retain employees, and also to suspend, discipline, demote and discharge for just cause.

B. The right to effectively manage the work force and to determine the number of personnel needed in any agency or department, or to perform any function; determine services to be rendered, operations to be performed, utilization of technology, organizational structure and overall budget.

C. The right to determine the appropriate job classifications and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and the effectiveness of government operations; or to subcontract for services except that the City agrees that it will not subcontract under circumstances that will result in the layoff of employees or continued layoff of employees.

D. The right to make reasonable rules to regulate the work force and to establish and amend personnel policies and procedures relating to any matter which is not set forth in the Agreement.

E. The right to take any necessary actions to carry out the mission of the City.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1.

Should any difference or dispute arise between the City and any employee or group of employees with respect to the interpretation or application of a specific and identified provision of this Agreement, it will be considered a grievance and must be resolved in accordance with the following procedure:

Section 2.

Step 1. If the Union, any employee or group of employees believes that she/he has a grievance (as defined in section one (1), she/he shall first cite in writing the specific contract clause violated and the relief requested. The grievance shall be reduced to writing and shall be signed by the aggrieved employee or employees and the bargaining unit representative. The written grievance shall be signed off on by the Department Head acknowledging receipt of the grievance. Any grievance not reduced to writing and submitted to the Department Head within twenty-one (21) calendar days of the event giving rise to the grievance, or within twenty-one (21) calendar days after the union or the affected employee(s) should have known of the event giving rise to the grievance, shall be considered abandoned. The Department Head shall hold a Step One hearing within twenty-one (21) calendar days of receipt of the grievance. If the Step One hearing is not held, the grievance shall be resolved in favor of the grievant or Union. The Department Head shall issue a written answer within twenty-one (21) calendar days after the Step One hearing. If no answer is given in the time limits set forth above, the grievance shall be resolved in favor of the grievant or the Union. This resolution shall set no precedence for future grievances. If the Union does not timely appeal a grievance, it shall be considered abandoned. If satisfactory disposition is not made by the Department Head, then within twenty-one (21) calendar days.

Step 2. The grievance shall be presented in person to the City Manager. The City Manager or his/her designee will sign the grievance acknowledging receipt of the grievance. The City Manager or his/her designee will hold a hearing within twenty-one (21) calendar days of receipt of the grievance. The City Manager or his/her designee will respond to the grievance in writing within twenty-one (21) calendar days after such meeting. This decision shall be signed by the City Manager or designee and be final and binding except for demotion, termination or suspension of an employee. A copy of the grievance answer will be supplied to the grievant or Union.

Step 3.

A. **Appeal to Arbitration.**

In cases of termination, demotion, or suspension, should the Union, after receiving the written answer to the grievance in Step 2 of the Grievance Procedure, still feel that the grievance is unresolved, the Union may request it be heard before an arbitrator. The Union must make application to the City for arbitration within twenty-one (21) calendar days of the Union's receipt of the written answer in Step 2.

B. **Selection of Arbitrator.**

Within twenty-one (21) calendar days following receipt of the Union's application for arbitration, the City Manager, or his designee, and a Union Representative will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach an agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are Ohio residents and National Academy Certified from which the City and the Union shall select one by mutual agreement. Both parties will split the cost of such panel(s). If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the final remaining name. The City shall retain the right to strike the first name.

The union agrees that the City, at their choosing, may request to use a panel of arbitrators from the American Arbitration Association (AAA). The City agrees that if they request AAA panel, that they shall pay the cost of said panel.

C. **Authority of the Arbitrator.**

The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying the rules of the American Arbitration Association or Federal Mediation and Conciliation Service. The arbitrator shall not have the authority to add to, delete from, or modify any provisions of this Agreement. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be final and binding.

D. **Arbitrator Costs.**

The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent if any, for the hearing room shall be borne equally between the parties. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter, if any, shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of the transcript. Grievants, or grievance representatives, and witnesses called by the City who appear at such a hearing during their normally scheduled working

hours shall not suffer any loss of pay.

E. **Arbitrator's Findings.**
The arbitrator shall render in writing his findings as quickly as possible within thirty (30) calendar days after the hearing, or within thirty (30) calendar days after submission of post-hearing briefs, if any, and shall forward such findings and all supporting data to the office of the City Manager and to the Union.

Section 3. Time Limits.
It is the Administration's and the Union's intention that all the time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the Union's and the Administration's designated representative may mutually agree, at any step, to additional short extensions of time, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, the grievant may, at any step where a response is not coming within the specified time limits, presume the grievance to be granted by the Administration in full, and the Administration shall immediately implement the requested remedy. This granting shall set no precedence for future grievances. Any step in the grievance procedure may be skipped by mutual consent.

Section 4.
In each step of the grievance procedure outlined in Section 2 above, certain specific representatives shall be given approval to attend the meetings therein prescribed. Upon prior notice, either party may bring additional representatives to any meeting in the grievance procedure.

Section 5. Nondiscrimination.
No member or official of the Union shall be removed, disciplined, harassed or discriminated against because she has filed or pursued a grievance under these procedures.

Section 6.
A grievant shall not suffer any loss of pay for time spent presenting her grievance in any of the steps in this grievance procedure.

Section 7.
A grievant shall be entitled to a Union representative at steps 2, 3, and 4 of this procedure. The Union representative shall be entitled to present the grievance on behalf of the grievant if the grievant so desires, to ask questions and to have full participation. The grievant's Union representative will not suffer any loss of pay for time spent representing a grievant in discussions under this procedure.

Section 8.
All meetings regarding this grievance procedure may occur during the grievant's duty hours and the grievant and her representative, if one is desired shall be released from duty

for purposes of attending such meetings, provided that neither the grievant or her representative are needed to satisfy the City's manpower needs.

Section 9.

Upon mutual agreement in writing by both the Union and the City, a grievance may be submitted to a mediator provided by SERB to assist the parties in voluntarily settling the dispute. If the Union and the City mutually agree to mediation, all timelines under this Article will be held in abeyance until the voluntary mediation is completed.

Section 10.

The limits prescribed in the above mentioned steps in this article may be extended at any time by mutual consent of the parties involved. Similarly, any step in the grievance procedure may be eliminated by mutual consent. Mutual consent must be indicated in writing and signed by both parties involved.

ARTICLE 7

CORRECTIVE ACTION

Section 1.

The tenure of every employee shall be during good behavior and efficient service and no such employee shall be disciplined without just cause. Discipline shall be applied in a progressive manner and uniformly to all employees. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline.

Section 2.

Before disciplinary action occurs, the City may initiate an informal conference between the employee and her supervisor. Said conference shall not be considered as a reprimand or any disciplinary action but as a constructive, corrective action concerning a problem that should be corrected. The progressive discipline referred to in Section 1, above, shall include in this order (with the exception of instances of gross misconduct as determined by the employee's supervisors):

1) Record of instructing and cautioning

2) Written reprimand(s)

3) Suspension(s)

4) Removal (to be instituted only after all previous progressive steps set forth above with the exception of instances of gross misconduct as determined by the employee's supervisors).

Section 3.

Employees under investigation for a disciplinary determination may be placed on suspension and any such suspension shall be with pay until a determination has been made by the employer. Once the employee is the subject of an investigation, the City will notify the employee, and schedule a review hearing within thirty (30) calendar days. If the investigation involves a criminal nature, the above prescribed time lines shall be waived by the parties. No determination involving a disciplinary suspension without pay or termination shall be made before scheduling a review hearing. A review hearing shall be held before a non-bargaining unit supervisor for all disciplinary actions which may result in a suspension of three (3) days or less. A review hearing shall be held before the City Manager or his designee for all disciplinary actions which may result in a suspension of more than three (3) days and for terminations. All written information pertinent to the employer's accusations and the names of any witnesses to be called shall be made available to the charged employee reasonably prior to the review hearing. Union representation shall be present at such hearing if so desired by the employee.

Section 4.

Discipline shall only be carried out by non-bargaining unit supervisory personnel.

Section 5.

In assessing proper levels of discipline, the City will take into account the length of time since any previous offenses have occurred. Records of instruction and cautioning will not be used as a basis for further discipline two (2) or more years after issuance. Records of written reprimand will not be used as a basis for further discipline two (2) or more years after issuance. All other forms of discipline will not be used as a basis of further discipline three (3) years or more after the date of issuance.

Section 6.

An employee shall be given a copy of any disciplinary action entered in her personnel record and upon written request shall be given a copy of any other particular item contained in her personnel record.

Section 7.

An employee shall be permitted to inspect his or her individual personnel file at a mutually convenient time to be arranged between the employee and the City upon the request of the employee.

Section 8.

An employee shall be permitted to insert written clarification or explanatory memoranda of materials found in his or her personnel file.

ARTICLE 8

WAGES AND PAY PLAN

Section 1.

Salary step advancements prescribed in the Pay Plan shall become effective the first full payroll period after their anniversary date. For the dates specified below, the new pay rates are effective for the pay period beginning on the date noted. The following pay rates reflect a ~~3% increase for 2014, a 2.5% for 2015, and a 2.5% increase for 2016~~2% increase for 2017, 2018, and 2019.

PAY PLAN FOR THE PERIOD ~~COMMENCING~~ INCLUDING JANUARY 1, 2017~~4~~

PAY GRADE (HOURLY)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	15.62	16.11	17.09	18.18	19.24
2	18.36	19.15	19.92	20.68	21.38
3	19.26	20.12	20.90	21.87	22.76
4	20.40	21.23	22.02	22.94	23.88
5	21.14	22.11	23.12	23.94	25.02

Formatted Table

PAY PLAN FOR THE PERIOD ~~COMMENCING DECEMBER~~INCLUDING JANUARY 1, 2018~~31, 2014~~

PAY GRADE (HOURLY)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	15.93	16.43	17.43	18.54	19.62
2	18.73	19.53	20.32	21.09	21.81
3	19.65	20.52	21.32	22.31	23.22
4	20.81	21.65	22.46	23.40	24.36
5	21.56	22.55	23.58	24.42	25.52

Formatted Table

PAY PLAN FOR THE PERIOD ~~COMMENCING DECEMBER~~INCLUDING JANUARY 1~~-30,~~ 2019~~5~~.

PAY GRADE (HOURLY)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	16.25	16.76	17.78	18.91	20.01
2	19.10	19.92	20.73	21.51	22.25
3	20.04	20.93	21.75	22.76	23.68
4	21.23	22.08	22.91	23.87	24.85
5	21.99	23.00	24.05	24.91	26.03

Formatted Table

PAY GRADE	POSITION
1	Clerical Specialist
2	Accounting Specialist I, Administrative Assistant
3	No Current Position
4	Accounting Specialist II
5	Office Supervisor

ARTICLE 9

OVERTIME

Section 1.

Employees shall be compensated at straight-time rates for all hours in active pay status, except that all hours in paid status in excess of forty (40) hours in any work week shall be compensated for at a rate of time and one-half. Payment in cash shall be made for any overtime or compensatory time due at the time of separation from the City service.

Section 2.

In lieu of cash payment, the employee may elect to be compensated for overtime by compensatory time off in accordance with the law. Such compensatory time off shall be equal to one and one-half (1.5) hours for each hour of overtime compensation to which the employee is entitled. All requests for compensatory time are subject to approval of the department head. Compensatory time shall be taken at a time mutually agreeable to the supervisor and the employee.

Section 3.

Employees can accumulate up to eighty (80) hours of compensatory time. When an employee has eighty (80) hours of accumulated compensatory time, all further overtime will be paid in cash. Compensatory time can be used in increments of .5 hours.

Section 4.

The City shall make an effort to equitably distribute overtime opportunities on an annual basis among employees in the same classification and shift. Employees who are offered overtime work and decline it shall be credited as if they had worked the same. The City shall conspicuously post a record of overtime worked or offered to each employee by classification and shift and such record shall be kept current.

Section 5.

It shall be the policy of the administration to avoid overtime work except when absolutely necessary. The administration shall not compensate for overtime work in any form or manner except on the advance authorization of the appropriate supervisor, except that in an emergency such authorization may be granted subsequently.

Section 6.

Seniority will be one of the factors considered when assigning overtime.

ARTICLE 10

HOURS OF WORK

Section 1.

The workweek for all AFSCME bargaining unit employees, shall be Monday through Friday, eight hours per day and forty hours per week excluding a daily one hour unpaid lunch period.

ARTICLE 11

HOLIDAY PAY AND PERSONAL LEAVE

Section 1.

The following are designated as paid holidays for employees:

New Year's Day, January 1	Little Brown Jug Day, ½ day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day, July 4	Day before Christmas, ½ day
Labor Day	Christmas Day, December 25

Section 2.

If one of the holidays set forth above occurs while an employee is on vacation leave, such day shall not be charged against his/her vacation leave.

Section 3.

No holiday pay shall be granted unless such full-time employee has been employed as a full-time employee of the City for at least thirty (30) days immediately preceding such holiday.

Section 4.

For each of the holidays specified in Section 1 of this Article on which an employee works, she shall be entitled to holiday compensation totaling two and one-half times the employee's regular rate of pay. Compensation for holidays may be in the form of cash or compensatory time off at the option of the employee.

Section 5.

In the event that the Federal Government designates a specific day for any of the aforesaid holidays, then such holiday shall be observed by the City in accordance with such federal designation, when any such holiday falls on a Saturday it shall be observed on the Friday immediately preceding, and when any such holiday falls on a Sunday, it shall be observed on the Monday immediately succeeding.

Section 6.

Employees shall be credited with thirty-two hours of personal leave a year, except for new hires who shall receive a prorated amount based on hire date. If an employee separates from service prior to the end of the calendar year, personal leave will be prorated. If an employee's personal leave balance is insufficient to cover the proration, the prorated amount corresponding to the rest of the year will be deducted from the employee's final paycheck. Use of holiday compensatory time or personal days shall be at the employee's discretion with the approval of the employee's Department Head or supervisor. Employees who wish to use holiday compensatory time or personal day time must submit a request to their Department Head at least one (l) hour prior to the start of their shift, or one (l) hour prior to the time they wish to take off, whichever is applicable.

Holiday compensatory time and personal days may be taken in increments of one-half (.5) hour.

Section 7.

All Employees will be permitted to accumulate three (3) years' worth of holiday compensatory time and personal days. Once an employee accumulates the maximum allowable number of personal days/holiday compensatory time then future personal days/holiday compensatory time will be compensated for in cash, at the time they are earned. An employee may elect to cash in up to one year's worth of holiday compensatory time and personal days each year. The Department Head will post a notice in June informing members of the required deadline for selling holiday time/personal days. An employee must inform the Department Head prior to August 1 of the year preceding the calendar year in which she intends to make the trade. Such trade shall take place the first pay period of October.

Section 8.

At the time of separation, an employee shall be compensated for all accrued, but unused, holiday compensatory time and personal leave.

ARTICLE 12

VACATION TIME

Section 1.

The vacation year for members shall end at the close of business on the last day of the last pay period that ends in the month of December.

Section 2.

Each full-time employee shall accrue vacation leave by pay period at the annual rate of work hours based on years of total service which is established in the schedules contained in Section 3 of this Article. Any period of interruption of service due to resignation, layoff, disciplinary suspension, or discharge for cause, will not be included in the computation of total service. Time not in paid status, excepting military leave, shall also be excluded in computing total service. In computing years of service, the higher rate of accrual will be on the first day of the first pay period in which a year of service is completed.

Section 3.

The following vacation accrual schedules are established:

Section 4.

YEARS OF TOTAL SERVICE	VACATION HRS/YEAR	VACATION HRS/PAY
Start through 5 years	80.6	3.1
6 through 10 years	119.6	4.6
11 through 15 years	161.2	6.2
16 plus years	200.2	7.7

Any vacation balance in excess of the maximum number of work hours established in this paragraph shall become void as of the close of business on the last day of the last pay period that ends in the month of December.

YEARS OF TOTAL SERVICE	MAXIMUM ACCRUAL OF VACATION HOURS
Start through 5 years	320
6 through 10 years	480
11 through 15 years	640
16 plus years	800

Section 5. Additional Considerations.

A. To be eligible for bi-weekly (pay period) vacation accumulation, an employee must be in paid status for a minimum of 72 hours within that pay period; except that when an employee is required to report for work and does so report and is denied work because of circumstances beyond her control, absence from work for the balance of that day shall not be construed as unpaid work status.

B. An employee in full-time status who is to be separated from the City service through discharge, resignation, retirement or layoff, and who has unused vacation leave to her credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting a vacation leave after her last day of active service with the City. Such payment shall be paid at the employee's hourly rate of pay at time of separation.

C. When an employee dies while in paid status in the City service, any unused vacation leave to her credit shall be paid in a lump sum to the surviving spouse, or such other person the employee may have designated in writing.

D. The vacation year will begin May 1 of the current year and end April 30 of the following year. Requests for vacation shall be submitted in writing to the Department Head or Supervisor between January 1 and April 15 of each year on a form supplied by the City and shall be awarded on the basis of seniority. It is the responsibility of the employee to submit their request in a timely manner. Exceptions may be made by the Department Head or Supervisor if the circumstances warrant it. All requests turned in after April 15th shall be honored on a first-come, first serve basis. First-come, first-serve requests must be submitted to the Department Head or Supervisor at least one (1) hour prior to the time vacation is requested. Vacation may be taken in ½ hour increments. Employees will be notified of the approval or denial of their vacation requests in a timely manner.

Section 6.

An employee may elect to trade three (3) weeks of vacation time for equivalent pay during any calendar year. The Department Head will post a notice in June informing members of the required deadline for selling vacation time. An employee must inform the Department Head prior to August 1 of the year preceding the calendar year in which she intends to make the trade and must maintain at least forty (40) hours of vacation time in the employee's account after said trade takes place.

ARTICLE 13

SICK LEAVE

Section 1.

Each City employee shall be entitled to sick leave with pay of four and six-tenths (4.6) hours for each completed eighty (80) hours of service. An employee may use sick leave, upon approval of the Department Head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness or injury of the employee's spouse, children or step-children. Each employee will be required to sign the City "Request For Leave Form" that her absence was the result of one of the causes specified above. For any sick leave absence of three (3) or more consecutive days due to an employee's illness, an employee will be required to provide a physician's certificate stating the nature of the illness and stating that the employee is physically able to return to work. The City retains the right to insist that an employee, before returning to work from a sickness leave, be examined by a physician designated by the City at the City's expense, to verify that the employee can safely return to work.

Falsification of a physician's certificate shall be grounds for disciplinary action including discharge.

Section 2.

Sick leave may be taken in one - half (½) hour increments.

Section 3.

If an employee used 0 hours of sick leave in any one calendar year, that employee shall receive pay equal to twenty-four (24) hours the following year. If a member uses between one (l) and eight (8) hours of sick leave in any one calendar year that member shall receive pay equal to sixteen (16) hours the following year. If a member uses between nine (9) and sixteen (16) hours of sick leave in any one calendar year that member shall receive pay equal to eight (8) hours the following year. To be eligible for the sick leave incentive program said member must be a permanent full-time employee of the City of Delaware for the entire preceding year and have met the conditions above. At the member's option, any additional vacation days earned can be taken in the form of vacation leave or compensation in cash.

Section 4.

Any City employee who has accumulated at least 800 hours of sick leave credit may, during any calendar year, convert any excess thereof up to 120 hours of sick leave to vacation leave on the basis of sixteen (16) sick leave hours for eight (8) hours vacation leave. Such conversion can only occur the first pay period of December.

Section 5.

Any member separated from City service for any reason other than termination with just cause shall be paid for all accrued sick leave on the basis of one (l) hour of pay for every

three (3) hours of unused sick leave up to 650 hours. A member separated from City service for other than just cause shall be paid for any accumulated and unused sick leave for those hours which exceed 650 on the basis of one (l) hour of pay for every two (2) hours of unused sick leave. Total sick leave payout cannot exceed sixteen (16) weeks pay.

Upon separation, for any reason other than termination with just cause, of any employee who has completed a minimum of fifteen (15) years of service with the City, all unused sick leave credit will be converted to terminal leave pay on the basis of one (l) days pay for every two (2) unused sick leave days, to a maximum of sixteen (16) weeks pay.

Section 6.

An employee hired prior to January 1, 2013 may not transfer or "carry over" accrued or unused sick leave to the City from another employer. Employees hired after that date may transfer accrued sick leave hours from previous employment with any public agency, but such sick leave hours will not be eligible for conversion or payment upon separation pursuant to Section 5. In addition, sick leave usage by members who transfer in sick leave, as per this Section 6, will first be charged to sick leave hours accumulated while employed by the City of Delaware. Members will only be eligible to utilize hours transferred in from prior public employment when they have no balance of sick leave available from sick leave accrued while employed by the City of Delaware.

ARTICLE 14

INJURY LEAVE

Section 1.

All regular full-time City employees shall be entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits which he/she may be awarded by the Ohio Industrial Commission (OIC), for a period not to exceed 30 consecutive working days for employees working a 40-hour workweek for each injury incurred in the performance of employment duties with the City, provided that the following procedures are followed:

A. In all cases of personal injury to any regular full-time City employee as a result of the performance of employment duties, the employee shall complete an accident/injury investigation form and in conjunction with his/her Department Head shall report such injury to the Assistant City Manager immediately and ensure that a claim is filed with the OIC.

B. In the event that time off from work is required by the injured employee, they will be granted injury leave from the first day of injury, if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the employee's physician, an Agreement covering Compensation Reimbursement, any necessary OIC forms and other documents as may be required by the City. In the event that the OIC determines that the injury is NOT employment related, any time the employee is, or has been, absent from work shall be deducted first from any accrued sick leave, then accrued vacation, or accrued compensatory time off, other than compensatory time for overtime worked.

C. During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time City employees shall remain in force with no deductions to earned sick leave and/or vacation time.

D. The City Manager may extend such leave if such necessity is determined to his/her satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician setting forth the need for the extension.

E. Both parties agree that during the life of the agreement, the City shall negotiate a Transitional Work Program. If the parties come to impasses, the issue shall be put to an arbitrator, mutually selected by the parties, for final and binding arbitration.

ARTICLE 15

FUNERAL LEAVE

A. Each regular full-time employee shall be entitled to funeral leave with pay according to the following schedule:

	DAYS/HOURS OF LEAVE	
Leave for Death of:	**Local Funeral**	**Other Funeral**
Immediate Family Member	1-3 days*	1-5 days*
Other Relative	May Use Up To 1 Scheduled Work Day of Accrued Leave	May Use Between 1-3 Scheduled Work Days of Accrued Leave

* One work day/shift is automatic for the day of the funeral, but additional time up to the maximum shall be given only with approval of the Department Head.

** All leave time with approval of the Department Head/Supervisor.

B. For the purposes of this Section, "Immediate Family Member" means spouse, child, brother, sister, parents, step-child, step-brother, step-sister and step-parents, grandparents, grandchildren, sister-in-law, brother-in-law and parents-in-law.

C. For the purposes of the Article, "Local Funeral" means a funeral in the City of Delaware, or within fifty (50) miles thereof.

ARTICLE 16

LONGEVITY COMPENSATION

Employees shall receive, in addition to other pay called for herein, Longevity Compensation based on completed years of service according to the following table:

After five (5) years of continuous service	$550/year
After ten (10) years of continuous service	$750/year
After fifteen (15) years of continuous service	$950/year
After twenty (20) years of continuous service	$1,150/year

The longevity compensation shall be paid, in accordance with the above schedule, in two (2) separate lump sum payments during the first pay periods of June and December of each year.

Upon termination of service for other than just cause, members who are eligible for longevity pay under this Section (or in the event of death, the surviving spouse, dependents or estate) will be paid, as part of their terminal pay, the final partial year of longevity compensation, prorated to the number of months completed during said partial year since the member's last payment date.

For the purpose of this Article continuous years of service shall include approved military leave and any time in paid status.

ARTICLE 17

SHIFT DIFFERENTIAL

Section 1. Shift Differential Pay Rates.

Shift differential pay is hereby established effective the first payroll period following ratification and adoption of this Agreement:

Twenty cents ($0.20) per hour for any shift during which a majority of the scheduled hours occur between 3:00 p.m. and 11:00 p.m., and;

Thirty cents ($0.30) per hour for any shift during which a majority of the scheduled hours occur between 11:00 p.m. and 7:00 a.m.

If exactly half of the scheduled hours occur between 3:00 p.m. and 11:00 p.m. and half between 11:00 p.m. and 7:00 a.m., then shift differential will be twenty-five cents ($0.25) per hour.

Section 2. Eligibility.

Shift differential pay shall be provided all employees whose permanently assigned shift includes hours a majority of which occur between 3:00 p.m. and 7:00 a.m. regardless of the hours they actually work. However, in the event of a change in permanent schedule or in the event of a temporary change in schedule of ten (10) or more consecutive scheduled shifts resulting in less than a majority of the employees scheduled work hours occurring between 3:00 p.m. and 7:00 a.m., shift differential pay will not be provided.

Section 3. Method of Payment.

Shift differential pay shall be paid for hours in paid status. Shift differential shall be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable, under the terms of this Article, to an eight-hour workday, the shift differential shall be paid for each hour of overtime worked. The shift differential pay shall be added to the base hourly rate prior to computing the overtime rate. Shift differential pay is applicable to court appearance time and is applicable to hours worked when called back to duty, if the employee otherwise qualifies for the shift differential pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstances.

ARTICLE 18

INSURANCE

Section 1. Hospitalization, Surgical and Major Medical.

The City will continue to provide comprehensive hospitalization, surgical and major medical coverage for all full-time members and their dependents. Beginning January 1, 1999, or at some date thereafter, the City may implement a Preferred Provider Organization (PPO). The Plan if implemented will provide for the following deductibles and co-payments as follows:

		NETWORKS PROVIDERS	NON-NETWORK PROVIDERS
Annual Deductible	Single Family	None None	$ 500.00 $1000.00
Office Visit Co-pay		$10.00	N/A
ER Visit Co-Pay		$50.00 unless admitted into the hospital, otherwise co-insurance will apply in excess of the deductible	**N/A**
Co-insurance			
	Single	90/10% of first $1,000 80/20% of next $3,000	50/50% of first $5,000
	Family	90/10% of first $2,000 80/20% of next $5,000	50/50% of first $10,000

The parties acknowledge that all of the "wellness benefits" added to the plan effective January 1, 1992 are subject to all of the generally applicable plan limits, such as deductibles and co-payments. Contributions will be deducted from the member's gross income prior to taxes, subject to compliance with all applicable federal tax regulations. Effective January 1, 2012 employees will contribute to the cost of the health benefit plan in an amount equal to 11% of the established monthly COBRA rate utilized by the City. Effective January 1, 2013 employees will contribute to the cost of the health benefit plan in an amount equal to 15% of the established monthly COBRA rate utilized by the City. Annually, on April of the following years, the percentage of COBRA will be established. Contributions will be deducted from all members in a paid status based on twelve (12) months times the monthly rate, divided by the number of pay periods per year (26). An example would be: $68.33/mo. x 12 = $819.96, $819.96/26 pay periods = $31.53 per pay

period In the event federal tax regulations are changed so that medical benefit plans are no longer tax exempt, the City will not be responsible to pick up the member's tax burden.

The City will permit employees who have alternate health options through a spouse to opt out of the City plan in return for a payment of $100 per month. Families who have both spouses employed full time by the City of Delaware will not be eligible to opt out of the plan. One spouse will carry the cost of the plan minus the opt out payment. The employee will provide proof that they do in fact have other coverage before the City will drop that employee's current coverage. The City will continue to provide dental coverage if it is not provided under the employee's spouse's insurance. A member may elect to return to coverage under the City's insurance plan by notifying the City in writing of any substantial changes in circumstances which the member determines justifies such decision. The member must give thirty (30) days notice of his or her election to return to the City's plan, except in the case of an emergency, such as sudden loss of spouse's coverage, significant cost increase of spouse's coverage, divorce or other change in family status. The plan will comply with Internal Revenue Code Section 125 which governs this matter.

Employees who opt out of the health insurance program will be compensated as follows:

No Coverage	$100 per month
Maintain Prescription Only	$60 per month
Maintain Dental Only	$65 per month
Maintain Prescription and Dental	$55 per month

*** An employee may not elect to have medical coverage only.**

Payments will begin on the first pay period of the month following 30 days notice of an employees desire to drop coverage. A form will be provided which will contain all information necessary to discontinue coverage under the plan. The form must be signed and returned to the Department of Administrative Services. Until such time that an employee is effectively dropped from City coverage, they will be subject to any payroll contributions.

All payments made in lieu of insurance coverage will be included as other pay on employee's paycheck. This income will not be included in income subject to PERS contributions but will be subject to all applicable taxes.

Section 2. Prescription Card.

The City will provide a prescription card plan for members and their dependents.

The retail benefits will be the following:

- 80/20% for generic drugs

- 50/50% name brand drugs with a $25 co-pay for each disbursement

The mail order benefits will be the following:

- 90/10% for generic drugs and
- 75/25% for name brand drugs with no $25 co-pay

The maximum expense an employee will pay for coinsurance is $250 annually for single coverage and $500 for family annually for prescription benefits, however, the $25 co-pay for retail name brand drugs will not count towards the calculation of the $250 or the $500 coinsurance maximum and will always apply even after an employee reaches the coinsurance maximum expenditure.

Section 3. Dental Care Plan.

The City will maintain the current dental coverage for all members.

Section 4. Life Insurance.

The City will maintain life insurance for all members at a face value of $40,000.

Section 5.

The City shall provide a certificate of coverage for each member. Such a certificate shall be for the members' family situation.

Section 6. Smoking Cessation Contribution.

The City agrees to participate in the cost to a member who chooses to access a smoking cessation program, up to 50% of the total cost and no more than $75 per pay period. A prerequisite is that a member who chooses to participate should first have made a good faith effort to quit smoking on their own, or in another manner. The City encourages smoking cessation in the interest of employee health, and to try to keep down future medical costs.

Section 7.

The City and AFSCME agree to participate in a city-wide employee-management insurance review committee for the purpose of mutually monitoring the status of the health plan. This review committee shall meet at least annually.

The City reserves the right to change providers of health benefits including the PPO Plan, the prescription card plan and the dental plan.

The Employer agrees to provide bargaining unit employees health plan coverage. Such coverage may be provided through a self-funded plan or an outside insurance carrier. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages and utilization. The Employer shall meet and confer with the Union regarding health care providers and levels of coverage but the Employer shall make the final determination if a consensus is not reached.

ARTICLE 19

HEALTH AND SAFETY

Section 1.

The City agrees to continue to provide a safe and healthy work environment for all employees, consistent with its obligations under law and the Union agrees to cooperate with the City in its efforts to maintain a safe and healthy work environment.

Section 2.

For purposes of this Section, "unsafe equipment" and "unsafe conditions" means equipment or conditions which, even if reasonable care and caution are used, present an unreasonable risk of injury to an employee or others. All employees shall promptly report to their supervisor any equipment or condition which is allegedly unsafe. Employees will not be disciplined for reporting allegedly unsafe equipment or conditions to their supervisor. If it is determined by management that equipment or conditions are unsafe, then reasonable and prompt steps will be taken to correct the problem.

ARTICLE 20

DUES

Section 1. Dues.

The City agrees to deduct from the wages of any employee who is a member of the AFSCME Bargaining Unit all dues uniformly required for the term of this agreement in accordance with the authorization/check off card. The Union will notify the City by January 1 of each year of the dues it charges and its current membership. All dues collected shall be paid over by the employer once each month to the AFSCME Ohio Council #8, Local 3934, 6800 North High Street, Worthington, Ohio 43085.

Section 2. Fair Share Fee.

A. Payroll Deduction of Fair Share Fee - The City shall deduct from the pay of members of the bargaining unit who elect not to become or remain members of the Union, a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the Union's work in the realm of collective bargaining and contract administration.

B. Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not exceed 100% of the Union dues for members, shall be transmitted by the Union to the City Finance Director prior to February 15 of each year during the term of this contract for the purpose of determining the amount to be payroll deducted. The City agrees to transmit all amounts deducted to the Union once each month, at the same time and to the same place as regular membership dues.

C. Procedure for Rebate - The Union represents to the City that an internal rebate procedure has been established in accordance with Section No. 4117.09(C) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union, and that such procedures and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

D. Entitlement to Rebate - Upon timely demand, non-members may apply to the Union for rebate of the fair share fee pursuant to the internal procedures adopted by the Union.

E. Indemnification of Employer - The Union shall defend, indemnify and hold harmless the City, the City Council members, the Finance Director, and any and all other officers and employees of the City against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of this Article, specifically including, but not limited to, any costs arising from an action in any court or administrative agency alleging that the Union's internal rebate procedure is legally defective.

ARTICLE 21

JOB POSTING

The City agrees to post at each and every department in which AFSCME Bargaining Unit members are assigned, all full-time job openings, excluding Reclassification, for all public employment within the City of Delaware.

Written job postings of all openings shall be posted at each department in a conspicuous location or distributed electronically provided the local president is given a written copy. Deadline for applications will be listed in the job posting. Normal internal application period will be at least seven (7) days.

ARTICLE 22

CITY WORK RULES

Section 1. Establishing.

The City will establish central work rules; such rules shall not be in conflict with this contract. Such rules shall be uniformly applied and any work rules made by individual Departments or Divisions shall not be in conflict with the central work rules.

Section 2. Posting.

When existing central work rules and personnel policies are changed or new central work rules and personnel policies are established, the City shall furnish the union with a copy of the changed or new rule at least fifteen (15) days prior to the effective notice of the affected changes. The changed or new central work rule or personnel policies shall be posted prominently on all bulletin boards for a period of seven (7) consecutive days before becoming effective unless an emergency situation requires central work rules or personnel policies to be effective immediately.

Section 3. Notification.

The City will furnish each member of the bargaining unit with a copy of all central work rules within thirty (30) days after they become effective. New employees shall be provided with a copy of the central work rules at the time of hire. The administration agrees that, to the extent possible, any work rules which the City may promulgate shall be reduced to writing and a copy provided to each of the employees, whom the work rule is applicable to, in advance of their enforcement. Any charge by an employee that a work rule is in violation of this Agreement or has not been applied or interpreted uniformly to all employees, shall be a proper subject for a grievance.

Section 4. Enforcement.

Employees shall comply with all central work rules.

ARTICLE 23

PROBATIONARY PERIOD

Section 1. New Hires Probationary Period.

The probationary period for all newly hired employees will be a period of six (6) months from the date of hire, during which time an evaluation of performance will be conducted by the employee's immediate supervisor. After successful completion of the probationary period, employees will be credited with seniority from the original date of hire. During the probationary period, the employee may be dismissed without recourse to grievance/arbitration procedures in this contract.

Section 2. Promotional Probationary Period.

Any employee who is promoted shall serve a six (6) month probationary period from the date of his promotion, during which time an evaluation of performance will be conducted by the employee's immediate supervisor. If the employee fails to demonstrate that he can completely and satisfactorily perform the job within the probationary period, the City shall return the employee to his former position, without any loss in seniority. Any other employees who were promoted following and as a result of this employee's promotion shall also be returned to their former positions. During the probationary period, the employee may be returned to the former position without recourse to grievance/arbitration procedures in this contract. Within the initial ten (10) calendar days following an employee's promotion, a member may voluntarily return to their former position.

ARTICLE 24

BALLOT BOXES

Section 1. Ballot Boxes.

The AFSCME Bargaining Unit shall be permitted, upon prior notification to the City Manager, to place a ballot box at City Hall up to four times per calendar year for the purpose of collecting members' ballots on all AFSCME Bargaining Unit issues subject to ballot. Such boxes shall be the property of the AFSCME Bargaining Unit and neither the ballot boxes nor their contents shall be subject to the Department's review.

ARTICLE 25

JOB DESCRIPTION

The City will provide, if requested, a position description for each employee of the bargaining unit. If an employee requests, the applicable department head, or their designee, will meet and explain the contents of the position description. The City retains the sole discretion in determining the contents of said position description.

ARTICLE 26

REPORT IN PAY/CALL IN PAY/COURT PAY

When an employee is called back for work by the appointing authority or her designee, and reports, beyond one hour from the time she reports off duty, she shall be paid or credited with a minimum of two (2) hours straight time pay for the call in or time and one-half for time worked, whichever is greater. This Section shall not apply to overtime at the end of or beginning of a scheduled shift.

ARTICLE 27

LABOR RELATIONS MEETINGS

Section 1.

In the interest of sound labor/management relations, unless mutually agreed otherwise, the Employer and/or her designee(s) shall meet periodically on a mutually agreeable day and time, with not more than three (3) representatives of the AFSCME Bargaining Unit to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 2.

An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those representatives who will be attending. The purpose of such meeting could include but not be limited to the following:

A. Discuss the administration of this Agreement.
B. Notify the Union of changes made by the Employer which affect bargaining unit members of the AFSCME Bargaining Unit.
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 parties.
E. Discuss ways to increase productivity and improve effectiveness.
F. Consider and discuss health and safety matters relating to employees.

Employees who are off duty will not be compensated for attendance at labor/management meetings.

Section 3.

It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section 4.

Although questions of contract interpretation are appropriate for discussion in these meetings, it is not intended that the meetings replace the collective bargaining process or be used as a forum for trying to alter this Agreement. Although it is intended that the parties can suggest any topic for discussion that relates to terms and conditions of employment, no discussion constitutes a waiver of any of the City's management rights.

ARTICLE 28

SENIORITY

Section 1.

Seniority, as that term is used in the articles on Vacation (for scheduling only), Filling Jobs - Within Classifications, and Overtime, is defined as an employee's service with the employer as a full-time regular employee to be computed from the employee's last date of hire except as modified by this contract.

Section 2.

An employee shall lose her seniority for the following reasons:

A. Retirement

B. Resignation

C. Discharge without the discharge being reversed through the procedures set forth in this Agreement or through legal procedures.

D. Suspension without pay greater than 8 hours.

E. Non-qualifying FMLA unpaid leave of absence.

ARTICLE 29

FILLING JOBS - WITHIN SAME CLASSIFICATIONS

For filling jobs from within the same classification, said job opening will be offered to employees active at work in the same classification before it is offered outside the classification based upon seniority, efficiency and other relevant factors. The applicable department head and human resources department retains the sole discretion in approving the filling of such job openings.

ARTICLE 30

NON-UNIFORMED EMPLOYEE ALLOWANCE

In lieu of providing clothing, non-uniformed employees shall receive an annual allowance of $450 in the second full pay period in January of each year.

For employees hired other than the start of a new year, if they are entitled to the above allowance, it would be prorated based on full months of employment for the year.

ARTICLE 31

TUITION REIMBURSEMENT

All full-time employees with one or more years of continuous active service shall be eligible for a reimbursement of instructional fees for undergraduate or graduate courses towards a degree or certification, pre-approved by the City and voluntarily undertaken by the employee. The tuition reimbursement program shall be subject to the following conditions:

A. All courses must be taken during other than scheduled working hours. Any situation which, in the discretion of the department head, would require an employee's presence on the job shall take complete and final precedence over any time scheduled for courses. All scheduled hours for courses of instruction must be filed with the Department Head or his designee. All courses are subject to approval by the Department Head. There must be a direct correlation between the employee's duties and responsibilities and the courses taken or the degree program pursued. The City Manager's Office has the sole and final discretion to approve or disapprove tuition reimbursement requests.

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

C. Employees seeking authorization of a tuition reimbursement must first submit to the department head for review, prior to September 30 of the year preceding when the classes are to be taken, all necessary information pertaining to the proposed course degree to be pursued, the educational institution and the employee's best estimate of courses, cost, dates and times.

   Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers, and these must first be approved by the City. Seminars, conferences and workshops are not included.

D. Reimbursement for tuition will be made when the employee satisfactorily completes (attains at least a grade of "C" or its equivalent for undergraduate work and a grade of at least "B" or its equivalent for graduate work) a course and presents an official certificate or its equivalent and a receipt of payment or a copy of the unpaid bill from the institution confirming completion of the approved course.

E. No reimbursement will be granted for paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course, except the cost of tuition and fees as outlined in Paragraph D.

F. Any employee participating in the tuition reimbursement program who resigns (except resignation due to disability), retires (except retirement due to disability), or is discharged for cause must repay the tuition reimbursement paid by the City for courses taken less than two years prior to the date of termination or discharge. If necessary, this amount will be deducted from the employee's terminal leave pay or final paycheck.

ARTICLE 32

RESIDENCY REQUIREMENT

As a condition of continued employment, employees must reside within Delaware County or a County adjacent to Delaware County. Current members who reside outside of this condition are excluded as long as they maintain their current residence.

ARTICLE 33

PARKS AND RECREATION CREDIT

The City agrees to provide each member with a credit for each year of this contract to be applied to a City Pool membership, City Golf Course membership or punch-card, or City rentals (shelters or Hilborn Room). The amount of the credit shall be $60. This membership is defined and regulated by the Recreation Services Department and members shall abide by the stipulations set forth by the department both in definition and restrictions. This credit amount is fixed, regardless of changes in membership fees that may occur. ~~In addition, the City will provide to each member a 20% discount on all individual registrations for City recreation programs.~~

ARTICLE 34

UNION REPRESENTATION

Section 1. Union Representatives.

Representatives of the Union shall be admitted to the City's facilities for the purpose of processing grievances or attending meetings.

Section 2. Grievance Representatives.

Two (2) members of the Bargaining Unit to serve as Union Stewards who shall be recognized by the City. In addition the City shall recognize the following Union Officers: President, Vice President, Secretary and Treasurer. Only the President and Vice President shall be additional designated local union representatives for the purpose of processing grievances.

It is understood that grievance representatives, as well as officers of the Local Union may, while on duty, interview managerial staff or bargaining unit members as part of their duties and obtain needed information from DAS during duty hours, provided that advance supervisory approval is obtained and provided such activity does not interfere with, disrupt, or interrupt normal departmental operations.

ARTICLE 35

ERGONOMICS

The parties agree, when a complaint is filed regarding an ergonomic issue, the union shall request a meeting with the immediate supervisor and the human resources department to discuss an appropriate resolution.

ARTICLE 36

SCOPE AND SEVERABILITY

Section 1.

This Agreement supersedes all previous oral and written agreements between the City and the Union and between the City and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreements, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

Section 2.

It is also agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the City or any of its agents with violating in raising a grievance.

Section 3.

In the event any of the provisions of this Agreement shall be declared illegal, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.

ARTICLE 37

SIGNATORY AGREEMENT

Section 1.

By affixing appropriate signatures below, the representatives of the AFSCME Employees Union and the City agree to the terms and conditions of this employment Agreement. The language of said foregoing terms and conditions of employment is hereby deemed to be acceptable to both parties and recommended to be forwarded to the Delaware City Council for the necessary legislative approval, ratification and adoption.

Section 2.

Signed and dated at Delaware, Ohio, on this ___ day of December 2013.

For the City:

_____

R. Thomas Homan
City Manager

For the Union:

_____

~~Diane Ladd~~Stacie Hines
Bargaining Committee Member

Approved As to Form :

_____

William DeVore
AFSCME Representative

_____

Darren M. Shulman
City Attorney

MOU REGARDING FUTURE DISCUSSIONS

The parties agree that they will convene a special labor management meeting to discuss the possibility of creating a new position that will be paid at pay grade 3 (currently there is no position at this pay grade).

In addition, the parties will also discuss potential alternative work week schedules.

For the City: For the Union:

R. Thomas Homan
City Manager

Stacie Hines
Bargaining Committee Member

Approved As to Form :

William DeVore
AFSCME Representative

Darren M. Shulman
City Attorney