

ORDINANCE NO. 28 -67

By: Balf

To authorize the Mayor to execute an agreement with Local #1632, Bexley Chapter, American Federation of State, County and Municipal Employees, AFL-CIO, which has for its purposes the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the consideration of rates of pay, hours of work and other conditions of employment.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor, on behalf of the City of Bexley, Ohio, be and he hereby is authorized and directed to execute an agreement between the City of Bexley and Local #1632, Bexley Chapter, American Federation of State, County and Municipal Employees, AFL-CIO in the form attached hereto as Exhibit "A", and made a part hereof.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: Nov 14, 1967

J. R. Leabber
President of Council

Attest:

A. C. Gusscott
Clerk of Council

Approved: 11/14, 1967

J. W. Schneider
MAYOR

POSTED 11/15/67

Exhibit "A"

AGREEMENT

between

CITY OF BEXLEY

and

AFSCME Local 1632, Bexley Chapter

Preamble:

This Agreement, entered into by the Mayor of Bexley, Ohio, as authorized by Ordinance No. 28-67, and Local #1632, Bexley Chapter, American Federation of State, County and Municipal Employees, AFL-CIO, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the consideration of rates of pay, hours of work and other conditions of employment.

ARTICLE I

Recognition:

The City of Bexley recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the employees who are members of the Union, excluding policemen and supervisory personnel.

ARTICLE II

Settlement of Disputes:

Any grievance or dispute which may arise between the parties as to the application, the meaning or the interpretation of this Agreement shall be settled in the following manner.

Step I: Within two (2) working days of the occurrence or knowledge of same, the aggrieved employee, with or without the Union representative, shall orally report his grievance to his immediate supervisor. Within one (1) working day after discussing the grievance with the employee, the supervisor shall give the employee his verbal decision.

Step II: If the aggrieved employee is not satisfied with the verbal decision of the supervisor, within ten (10) days from the time the aggrieved employee

receives such decision, the Union steward shall reduce the grievance to writing and file the same with the supervisor.

When reduced to writing the grievance must be dated, must state by whom it is filed and on behalf of whom it is filed, must set forth the provisions of the contract involved, must set forth the particular facts giving rise to the grievance and must be signed by the person or persons submitting the grievance. No written grievance will be considered as having been filed and need not be considered by the City unless prepared in the above manner. The supervisor shall then attempt to adjust the matter and shall meet with the aggrieved employee the following day. He then shall respond in writing to the steward within three (3) working days.

Step III: If the grievance has not been settled, it shall be presented in writing by the Union steward or the Union representative or grievance committee, to the Mayor of Bexley, Ohio, within five (5) working days after the supervisor's response is due. Within two (2) working days thereafter, the Mayor shall hold a hearing thereon, which may be attended by whoever presented the grievance and any other interested party approved by the Mayor. The Mayor shall respond in writing to the same within five (5) working days after such hearing. If the Mayor is absent, the above shall be delayed until his return.

Step IV: If the grievance has not been settled, or if no answer has been received at Step III within five (5) days, the grievance shall be submitted in writing to the Bexley, Ohio, Civil Service Commission within ten (10) days thereafter, if said Commission has agreed to act on the same. The Commissioners will review the grievance as presented by the Union and the City, hold a hearing thereon within ten (10) days thereafter, and within one week's time advise the Union and the City their decision on the same. This step shall be omitted if the Commission does not wish to act on said grievance. The decision of the Commission shall be referred back to the Mayor and the Union with a recommendation for the solution of the grievance.

Step V: In the event that the Civil Service Commission does not wish to act on the grievance or has failed to act on it as provided in Step four (4), the grievance may be submitted by the Union to an arbitrator acceptable to both parties. If they are unable to agree, a qualified and impartial arbitrator shall be named by the presiding judge of the Franklin County Common Pleas Court. The decision of the arbitrator shall be binding on both parties. The arbitrator shall be requested to issue his decision within fifteen (15) days after the conclusion of testimony and argument. The charges of such arbitration shall be shared equally.

ARTICLE III

Seniority:

1. Seniority shall be defined as the length of continuous service with the City. Seniority shall be measured in calendar days of employment with the City beginning with the employee's first date of employment.
2. When it becomes necessary through lack of work or funds to reduce the number of employees, emergency, provisional, temporary, seasonal and probationary employees shall be laid off first, in that order, by department.
3. Permanent employees shall be laid off by city wide seniority, in the same or similar type jobs, with the employee having the least seniority, measured in calendar days of employment with the city laid off first.
- 4a. The names of employees who have been laid off during the previous six (6) months, shall be kept on an appropriate recall list according to their seniority. These employees shall be recalled first when job vacancies are to be filled or when funds and work are available, providing the employee is available and can be easily located. Employees shall be recalled from layoff in the reverse from which they were laid off before any new employees are hired. The employee recalled must be basically qualified to perform the work.

If a vacancy exists in a department, other than the employee's regular department, recall shall be by city wide seniority, providing the employee is qualified for such vacancy. However, laid off employees shall retain, for a

period of six (6) months, the prior right to recall to a vacancy existing in his home department.

A recalled employee must claim his job within twenty-four hours of recall.

Should an employee be recalled to a department other than his regular department, he shall not be entitled to the seniority benefits set forth in paragraph five (5) until he has worked six (6) calendar months in the department other than his regular department. If, at any time during the six (6) calendar months, an employee shall refuse a call to his regular department, he shall forfeit his prior seniority rights, and his seniority shall begin to be computed as of the first day of employment in other than his previous regular department.

4b. If a vacancy or new position exists in a department of the City other than the Police Department or a supervisor or clerical or appointive, the position will be posted on the bulletin board, stating the qualifications, duties and salary. Employees may apply for the position, in writing, and must do so at once. Every effort will be made to promote from within the ranks, giving preference to the qualified senior employee. Any employee so promoted shall be given a five (5) day trial period.

5. The city shall provide an up-to-date seniority list of all city employees by department. This list shall be kept up-to-date and give each employees' date of employment. The list shall be posted for all city employees to see. In the event two or more city employees shall have equal seniority, by date, it shall be determined by alphabetical order (last name) which of the equal employees shall be listed first on the proper seniority listings.

6. In all cases of layoff, recalls, promotion or shift preference, seniority shall prevail at all times, if the employee is qualified.

7. The term "continuous service" as used in this Agreement shall be so construed that absence from employment due to illness, injury, approved leaves of absence, or layoff by the city due to lack of work or funds, shall not cause a break in the meaning of the term "continuous" for purposes of computing seniority.

8. City employees who are elected to attend authorized Union business shall be granted approved leaves of absence, but they shall receive no pay for any such absences in excess of three hours per month.

9. An authorized steward or representative shall, upon request to his immediate supervisor, be allowed a reasonable time to take up a grievance.

ARTICLE IV

Hours of Work and Overtime:

1. The regular work week shall be from 12:01 A. M. Thursday to 12 Midnight Wednesday, and the normal straight-time work week of employees will include five (5) days of eight (8) hours each.

Work schedule may be adjusted by the City for just cause and/or an emergency but the employee or employees affected will be notified of this change as early as possible.

2. This Agreement does not guarantee to any employee any number of hours of work per day or per week or days of work per week.

3. One and one-half (1-1/2) times the basic rate of pay will be paid for all work performed in excess of eight (8) hours in any one day or in excess of forty (40) hours per week, whichever overtime hours are greater, but not for both.

No employee shall be required to reduce his regular scheduled working hours because of overtime worked if such regularly scheduled work is available, but employees who have worked eight (8) hours in any one day may be excused from further work during that day.

4. No employee shall be required to work in excess of sixteen (16) hours on any working day.

5. Employees not required to work on the following holidays; New Years, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, shall receive eight (8) hours pay at their regular rate, providing employee has not been absent that week nor the working day before or after the holiday, unless the absence has been granted.

When a holiday falls on a day an employee is not scheduled to work, the eight (8) hours credit for the holiday will not be credited for weekly overtime.

6. Employees that required to work on holidays set forth in Section (6), Article IV, shall be paid one and one-half (1-1/2) times their prevailing rate of pay, in addition to the pay for the holiday.

7. Overtime shall be distributed on an equal basis, as nearly as possible.

8. Emergency overtime shall be distributed on an equal basis, as nearly as possible, except that the City may consider the following in arriving at such distribution:

- A. Qualifications
- B. Availability
- C. Type emergency
- D. Residence location

ARTICLE V

Reporting Pay:

If an employee reports for work without receiving notice prior to his scheduled starting time, and there is no work available at his regular job, he will be given four (4) hours pay at his regular rate of pay.

ARTICLE VI

Vacations:

Each employee of the City of Bexley shall receive one (1) week vacation with pay after one (1) year of service; two (2) weeks vacation with pay after four (4) years of service; three (3) weeks vacation with pay after twelve (12) years of service.

1. Vacation pay shall be paid at the starting time of the vacation period.
2. Employees who have been deprived of part or all of their vacation will be paid for vacation days due them at the end of the year.
3. If an employee's vacation is cancelled by the supervision, the employee will not be required to take his vacation at another date unless he so chooses, but the supervisor shall have the right to discuss adjustments in vacations in the event he desires to do so.
4. Vacation schedules shall be posted in each department no later than

January 15th of each year, the senior employees will have preference.

ARTICLE VII

Hospitalization:

For each employee, the City shall pay the full cost of Blue Cross and Blue Shield contracts, plus a \$1,000. life insurance policy.

ARTICLE VIII

Transfers:

1. In the event an employee is permanently transferred to a higher paid job, he shall be paid the rate of that job.
2. In the event of temporary transfers, an employee working on a lower rated job shall receive his regular rate of pay.

ARTICLE IX

Permanent - Temporary - Seasonal Employees:

1. The probationary period for permanent employees is one hundred twenty (120) days. At the completion of this probationary period, the employee shall become a permanent employee and accumulate seniority as outlined in Article III, Seniority.
2. Seasonal and temporary employees shall be hired for certain stated or for specific projects. Such seasonal or temporary employees shall not replace permanent employees, unless such permanent employee has quit or been discharged for cause.

ARTICLE X

Safety Committee:

1. The City agrees to recognize a safety committee of Local 1632 and, upon request to the employer, attend meetings to be held at a mutually convenient time between the administrative head of the City and the Safety Committee for the purpose of discussion of safety problems, but at least five (5) days prior to each meeting, matters to be discussed shall be submitted in writing to the administrative head for investigation. The decision of the ad-

ministrative head of the city regarding safety problems shall be final.

2. Defective equipment shall be immediately reported by any employee at any time to the supervisor for his investigation, consideration and action.

If no action is taken, the same may be reported to the Mayor.

ARTICLE XI

Sick Leave: (Will be negotiated after January 1, 1968, in accordance with previous verbal agreement, after experience with present plan has been evaluated).

ARTICLE XII

Present Benefits and Past Practices:

The sick leave benefits in effect prior to this Agreement and not covered by this Agreement shall remain in full force and effect until January 1, 1968, after which it shall be subject to negotiations by the two parties.

ARTICLE XIII

Disciplinary Action or Discharge, or No Action, at the Option of the City:

1. (A) Consumption or possession of intoxicants or intoxication in the City or during working hours.
- (B) Willfully provoking any disturbance in the City.
- (C) Stealing or possession of material or equipment, title to which is vested in the employer (City) or its customers, or employees stealing personal property from other employees of the City.
- (D) Willful destruction of materials, equipment or property title to which is vested in the City or its customers.
- (E) Absent for sickness after five (5) different times in any one year.
- (F) Misrepresentation in employment application.
- (G) Absences or late in excess of 15 minutes after three (3) times in any one year, unless excused for a legitimate reason.
- (H) Failure to comply with his duties or failure or refusal to do them efficiently.

(I) Failure to wear safety devices and to comply with the provisions of state safety codes and city safety and other rules.

(J) Confined by law under sentence of conviction for a felony or for a misdemeanor when confinement is of more than five (5) calendar days duration. This clause (J) is void if an employee is confined for a violation of Labor - Management Relations Act of 1947.

2. Any employee who has been discharged, for any of the above reasons may appeal thru the grievance procedure provided herein.

3. Any member of the Union discharged or disciplined by layoff may, within three (3) scheduled days of work, demand a hearing before the Mayor, with shop steward present. In the event it should be decided under the terms of this Agreement that the employee was improperly discharged or disciplined by layoff, the City shall reinstate such employee and pay full compensation at the employee's average hourly straight time rate for time lost, providing the same is not contrary to law as determined by the Auditor of State.

In the event that the Union fails to take the matter up in writing with the City within three (3) scheduled days of work, the case is considered closed.

ARTICLE XIV

Job Classification System & Rate Change:

1. It shall be agreed that upon acceptance of this Agreement by both parties to the Agreement, that a program shall be initiated, after July 1, 1968, to establish in the city service of the City of Bexley, Ohio, a job classification study for each position in the city service, except police, supervisory and clerical. Each position or classification so established will be assigned a specific salary range.

2. The pay ranges may contain automatic pay step increases with a minimum and maximum pay scale, if it seems advisable in view of the uncertainty of available public funds.

ARTICLE XV

Management Rights:

Except as otherwise expressly provided in this agreement, the City re-

tains all rights which it would have had if this agreement had not been made and in particular the management of the operations and business of the City, including the determination of the means and methods of operation, the machinery and equipment to be used, the direction of the working forces, including the selection and retention of employees in accordance with requirements determined by the City; determination of the work and duties to which employees are assigned, the right to discontinue any operation, the right to fire and the right to layoff for lack of work, the right to transfer, promote, suspend, discharge and demote for just cause, the right to establish, change, combine or abolish job classifications and the job content thereof, and the right to make reasonable rules and regulations concerning the conduct of the business and of the employees are all vested exclusively in the City; provided that no action may be taken in violation of the terms of this agreement nor for the purpose of discriminating against any employee because of his membership in the Union.

ARTICLE XVI

Termination:

This agreement shall be effective as of the ____ day of _____, 1967, and shall remain in full force and effect until the 31st day of December, 1968. It shall continue thereafter on a year-to-year basis, except that it can be reopened thereafter by either party at the end of any month on at least ten (10) days notice to the other party, and except that the parties will attempt to work out a sick leave provision amendment after January 1, 1968, and a job classification system after July 1, 1968.

IN WITNESS WHEREOF, the parties hereto have set their hands this 18th day of December, 1967.

For the Union:

For the Employer:

CITY OF BEXLEY, OHIO

By: H. H. Schneider
Mayor.