

**RESOLUTION NO.:** 2013-R63  
**SPONSOR:** MAYOR NORTON  
**INTRODUCED:** OCTOBER 22, 2013

**ASSIGNED TO:** RULES & PERSONNEL

**A RESOLUTION RATIFYING A THREE-YEAR LABOR AGREEMENT BETWEEN THE CITY OF GREEN AND LOCAL 2714 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) "EMPLOYEE" UNIT, AND DECLARING AN EMERGENCY.**

WHEREAS, the previous labor agreement between the City of Green and AFSCME Local 2714 "Employee" unit expired on April 15, 2013; and

WHEREAS, the negotiating teams for the City of Green and AFSCME Local 2714 have reached a tentative three-year labor agreement for the "Employee" unit for the period of April 16, 2013 through April 15, 2016; and

WHEREAS, Green City Council desires to ratify the three-year labor agreement by and between the City of Green and the American Federation of State, County and Municipal Employees Local 2714 "Employee" unit.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO, THAT:**

**SECTION ONE:**

Green City Council ratifies the three-year labor agreement, attached as Exhibit "A", between the City of Green and the American Federation of State, County and Municipal Employees Local 2714 "Employee" unit for the period of April 16, 2013 through April 15, 2016.

**SECTION TWO:**

Green City Council authorizes and directs all necessary officials to execute the labor agreement.

**SECTION THREE:**

Green City Council authorizes and directs the Finance Director to make all payments necessary to execute the terms of the labor agreement.

**SECTION FOUR:**

The terms and conditions of the collective bargaining agreement sets forth the wages, hours and working conditions of bargaining unit employees and supersede all legislation of the City addressing any wages and benefits for such employees.

**SECTION FIVE:**

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**SECTION SIX:**

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: Oct. 22, 2013

Molly Kapeluck  
Molly Kapeluck, Clerk

Dave France  
Dave France, Council President

APPROVED: Oct 22, 2013

Richard G. Norton  
Richard G. Norton, Mayor

ENACTED EFFECTIVE: Oct 22, 2013

ON ROLL CALL: Colopy Absent France yes Humphrey yes Knodel yes  
Neugebauer yes Reed yes Summerville yes Adopted

Suburbanite publication on Oct 27 and Nov 3, 2013

Molly Kapeluck  
Molly Kapeluck, Clerk

10/17/2013 Approved as to form and content by Stephen J. Pruneski, Law Director Stephen J. Pruneski 10/17/2013

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STATE ZONE PARK ROAD ENG  
LAW EN MAY PLAN FIRE

**AGREEMENT  
BETWEEN THE  
CITY OF GREEN  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES (AFSCME)  
LOCAL NO. 2714**

**Case #12-MED-12-1448**

**Effective April 16, 2013**

**through**

**April 15, 2016**

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## PREAMBLE/PURPOSE

**Section 1. Parties.** This Agreement is entered by and between the City of Green, Summit County, Ohio (hereinafter “City,” “Green,” and/or “Employer”), and Local No. 2714 and Ohio Council 8, both of the American Federation of State, County and Municipal Employees (“AFSCME”), AFL-CIO, (hereafter “Union”).

**Section 2. Purpose.** The City and the Union hereby enter into this Agreement for the purpose of complying with the requirements of Chapter 4117 of the Ohio Revised Code and setting forth the full and complete understanding and Collective Bargaining Agreement between the parties pertaining to wages, hours and terms and conditions of employment for full-time and regular part-time employees employed by the City in those classifications certified by the State Employment Relations Board.

**Section 3.** It is recognized that the City is a public trust operated for the benefit of its citizenry. To that end, both parties recognize their mutual obligation to promote efficient City operations and harmonious relations. It is the purpose of this Agreement to enhance the efficient operation of the City and to maximize the services its various departments and divisions provide for the residents of the City.

**Section 4.** This Labor Agreement is a living document that outlines Rules and Regulations; however, it is subject to modification during the life of this Agreement should the parties mutually agree to develop and implement a Memorandum of Agreement regarding such modification.

## ARTICLE 1 UNION RECOGNITION

**Section 1.** The Employer recognizes the Union as the sole and exclusive Representative and Bargaining Agent with respect to all matters pertaining to wages, hours and all other terms and conditions of employment in the following appropriate unit:

**INCLUDED:** All full-time and regular part-time employees performing Clerical, Accounting Clerk, Service, Engineering Technician, Maintenance and Zoning Inspection functions for the City of Green.

**EXCLUDED:** All Management level, Supervisory, Professional and Confidential employees as defined in that act, all Seasonal and Casual employees as defined by SERB, including the position of Mayor, Law Director, Planning Director, Finance Director, Service Director, Clerk of Council, Mayor's Secretary (one Employee Confidential), Fire Chief, Firefighters, Administrative Secretary to the Law Director (one Employee Confidential), Highway Superintendent, Law Clerk/Paralegal, Administrative Assistant to the Fire Department, Assistant Road Supervisor, Income Tax Administrator, City Engineer, Fire Engineer, Parks and Recreation Superintendent, and Parks and Recreation Coordinator.

**ARTICLE 2**  
**APPLICATION OF CIVIL SERVICE LAW**

**Section 1.** The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Green nor Rules and Regulations of the Civil Service Commission of the City of Green, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

**Section 2.** Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

**Section 3.** The provisions set forth in this Collective Bargaining Agreement relating to terms and conditions of employment, including but not limited to, hiring, promotions, layoff, recall, discipline, and/or termination supersede all provisions established by the City or its Civil Service Commission. Without limiting the specific preemption above, it is also the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

**Contract Article**

**Statute/Regulation Preempted (All Statutory  
References include Corresponding OAC  
Sections)**

|                                  |                                 |
|----------------------------------|---------------------------------|
| Article 10, Grievance Procedure  | ORC 124.34; ORC 2506.01-2506.04 |
| Article 11, Seniority            | ORC 124.321-124.328; ORC 9.44   |
| Article 12, Probationary Periods | ORC 124.27                      |
| Article 13, Layoff & Recall      | ORC 124.321-124.328             |
| Article 14, Hours of Work        | ORC 4111.03; 124.18             |
| Article 21, Vacation Leave       | ORC 9.44; ORC 124.13            |
| Article 22, Holiday Leave        | ORC 124.18; ORC 325.19          |
| Article 23, Sick Leave           | ORC 124.38; ORC 124.39          |
| Article 36, Discipline           | ORC 124.34                      |

**Section 4. Exclusive Remedy.** Employees covered by this Agreement having a dispute with the City relating to the aforesaid terms and conditions of employment must pursue the provisions of this Agreement as their sole and exclusive remedy.

**ARTICLE 3**  
**NEW/EXISTING JOB DESCRIPTIONS/CLASSIFICATIONS**

**Section 1. Job Descriptions/Classifications.** The Union recognizes and acknowledges the Employer's right to establish new and adjust existing job descriptions and classifications.

**Section 2.** Whenever the Employer creates a new job classification or substantially restructures/redefines an existing one, it shall notify the Union of such action. Such notification shall state the job classification title, whether or not the classification is to be

included/excluded from the bargaining unit, a description of the duties for such classification, and the initial wage rate/schedule for such classification.

**Section 3.** Should the parties agree that the new or restructured job classification is to be included in the bargaining unit, both the Employer and the Union shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). If applicable, the Union shall have the right, within thirty (30) calendar days from receipt of notice from the Employer, to file a notice to negotiate concerning the initial wage rate/schedule established by the Employer.

**Section 4.** Should the parties disagree on the inclusion/exclusion of the new or restructured classification in the bargaining unit, the Union or Employer may petition to amend or clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that the new or existing classification is to be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of that determination.

**Section 5.** If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted to SERB for resolution in accordance with R.C. 4117.

#### **ARTICLE 4** **WELFARE TO WORK PROGRAM PARTICIPANTS**

**Section 1.** Welfare to work participants shall not displace or replace bargaining unit employees. The Employer also agrees that welfare to work participants shall not be used to erode bargaining unit classifications. If there is a recall list with the Employer, welfare to work participants will not be utilized in the same classification where the recall list exists. Welfare to work initiative participants who perform duties that are the same or similar to those of bargaining unit classifications shall become full-time employees within one hundred and eighty (180) calendar days.

#### **ARTICLE 5** **BARGAINING UNIT WORK**

**Section 1.** Except as specifically restricted by this article, the Employer has and retains the right to determine the personnel by which operations are to be conducted pursuant to Article 7, Management Rights.

**Section 2. Supervisory/Management Personnel.** Supervisory or management employees excluded from this Agreement will not be scheduled to perform bargaining unit work where such assignment or schedule results in the reduction of regularly scheduled hours or scheduled overtime available for bargaining unit employees.

**Section 3. Usage of Supervisory/Management Personnel.** The usage of supervisory/management personnel will usually be limited to emergencies or other times when regular employees are not immediately available, instruction or training of employees, analysis of problems, getting the feel of equipment and other “de minimus” situations. Such work will normally be a relatively short duration, occasional rather than on a usual basis, the exception



rather than the rule and not intended to reduce regularly scheduled or scheduled overtime bargaining unit hours of work.

**ARTICLE 6**  
**USAGE OF PART-TIME, SEASONAL, AND CASUAL EMPLOYEES**

**Section 1.** The parties agree that the Employer has and retains the right to utilize part-time, seasonal and casual employees in accordance with its operational needs except as specifically limited herein.

**Section 2. Overtime Distribution.** Where the Employer determines that overtime is necessary for part-time, seasonal, or casual personnel, they shall be offered overtime only after available full-time employees are offered overtime in accordance with the provisions of this Agreement.

**Section 3. Community Service.** Individuals designated to perform community service work through the Court System will be limited to only performing work that is normally done by casual seasonal employees.

**ARTICLE 7**  
**MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes that except as otherwise expressly limited in this Agreement, the City has and will retain the full right and responsibility to direct the operations of its departments, to promulgate work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which govern the function and programs of the City; standards of services; its overall budget; utilization of technology; and its organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of its governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force and determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty;
- G. Determine the overall mission of the City as a unit of government;
- H. Effectively manage the workforce;

- I. Take actions to carry out the mission of the City as a governmental unit;
- J. Determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- K. Determine the necessity to schedule overtime and the amount required thereof.

**Section 2.** Failure of the Employer to exercise rights herein reserved to it or exercise them in a particular way shall not be deemed a waiver of said right or of the City's right to exercise said rights in some other manner.

## **ARTICLE 8** **WORK RULES**

**Section 1.** The Union recognizes that the Employer, under this agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

**Section 2.** New or revised work rules, regulations, policies or procedures shall not take effect for five (5) work days. Work rules, regulations, policies or procedures addressing an immediate or potential safety hazard may become effective immediately upon notification to the employee(s). The Union shall be given an opportunity to meet and discuss such rule(s) should it so desire.

**Section 3.** The grievance procedure shall be available if the rules, regulations, policies, or procedures are in violation of the labor agreement or applied in a discriminatory manner.

**Section 4.** Any new or revised work rules, regulations, policies, or procedures shall be copied to the employee Union steward fifteen (15) work days prior to the date of implementation and posted at least five (5) work days prior to the date of implementation in the applicable department(s).

## **ARTICLE 9** **UNION DUES DEDUCTION/FAIR SHARE**

**Section 1. Dues Deduction.** The Employer agrees to deduct union dues, initiation fees, and assessments from the pay of employees within the unit upon receipt of a voluntarily written authorization executed on an Authorization for Check-off of Dues Form provided for that purpose. The Union shall notify the Employer of the amounts to be deducted.

**Section 2.** Deductions will be made from the pay of employees each month. Should deductions not be made in such pay period, a double deduction shall be made in the next deduction period.

Dues in arrears shall continue until the employee is current.

**Section 3.** The Employer's obligation to make such deductions shall terminate automatically upon termination of the employment of the employee who signed the authorization or upon his/her transfer to a job with the Employer not covered by this Agreement, or upon his/her layoff

