AGREEMENT BETWEEN THE CITY OF BOWLING GREEN, OHIO

AND

BOWLING GREEN MUNICIPAL EMPLOYEES ASSOCIATION

(JULY 1, 2014 THROUGH JUNE 30, 2017)

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ARTICLE 1
PREAMBLE

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

ARTICLE 2
REPRESENTATION

SECTION 2.1 The Bowling Green Municipal Employees Association, Inc. shall be the sole and exclusive representative and bargaining agent with respect to matters pertaining to wages, hours, or terms and other conditions of employment. The BGMEA shall represent the following employees:

Included: Grounds Maintenance Worker, Technician, Senior Technician, Substation Technician, Line Supervisor, Lineman, Electric Meter Specialist, Mechanical Storekeeper Supervisor, Mechanical Storekeeper, Meter Technician I, Meter Technician II, and any other positions created below the level of Assistant Superintendent.

Excluded: Superintendent, Assistant Superintendent, and the Division Secretary

SECTION 2.2 Upon initial employment, all probationary employees shall be excluded from the bargaining unit for not more than six months. The probationary period shall be not more than six months from the date of hire. For all purposes under this Agreement, the probationary period shall be included in calculating an employee's years of service. Probationary employees shall be subject to the Agreement excepting that they shall not be represented by the bargaining unit and the City shall retain the right to make decisions regarding retention of probationary employees, and such decisions shall not be grievable.

ARTICLE 3
PLEDGE AGAINST DISCRIMINATION

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

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

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

SECTION 3.4 Where there is an alleged violation of the provisions of this Article that qualifies for an appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, the Employer, the employee, and their representatives may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

SECTION 3.5 This Agreement shall apply and be applied equally, without discrimination, to all members of the bargaining unit.

ARTICLE 4
DURATION OF AGREEMENT

SECTION 4.1 This Agreement shall be effective as of 12:01 A.M. on July 1, 2014, and shall remain in full force and effect until 11:59 P.M. June 30, 2017, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice to negotiate not less than sixty (60) days prior to the termination date.

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

ARTICLE 5
DUES DEDUCTIONS

SECTION 5.1 The City agrees to deduct regular Union dues or a fair share fee determined in accordance with Ohio Law the first pay of every month from the pay of all employees who are in the bargaining unit.

SECTION 5.2 All dues deducted pursuant to this Article shall be remitted to the Treasurer of the Union, via electronic transfer to a bank account specified in writing by the Union, no later than seven (7) days following such deduction. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

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

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

SECTION 5.5 It is agreed that neither the Employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing within twenty (20) calendar days after the date such error is claimed to have occurred. If it is found that an error occurred, it will be corrected at the next pay period that the Union deductions are normally made by deducting the proper amount necessary to correct the error. Payroll collection of dues shall be authorized for the exclusive bargaining representative only and not for any other organization attempting or alleging to represent the employee within the bargaining unit.

SECTION 5.6 An employee either revoking his authorization or failing to join the Union shall be required to pay a "fair share fee" to the Union for expenses due to legal and collective bargaining obligations of the Union. This fee shall not exceed the regular monthly Union dues, and said amount shall be deducted monthly from the employee's pay.

SECTION 5.7 Except as otherwise provided herein, each eligible employee's written voluntary signed authorization for dues deduction shall be honored by the City for the duration of this Agreement.

SECTION 5.8 The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions, suits, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article.

SECTION 5.9 The City shall be relieved from making such individual deductions upon an employee's termination of employment, transfer to a job other than one included in the bargaining unit, layoff from work, unpaid leave of absence, or the employee's revocation of the payroll deduction authorization.

SECTION 5.10 The rate at which dues are to be deducted shall be certified to the City's payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an employee's dues deductions.

ARTICLE 6
MANAGEMENT RIGHTS

SECTION 6.1 The City, on its own behalf and on behalf of its citizens, hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Ohio and the United States, the City Charter, and ordinances of the City of Bowling Green, and any modifications made thereto, except as modified by the express terms of this Agreement.

SECTION 6.2 Except as specifically limited by this Agreement, all rights are reserved to and remain vested in the City including, but not limited to, the sole right to:

(1) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organization structures;

(2) Direct, supervise, evaluate, or hire employees;

(3) Maintain and improve the efficiency and effectiveness of governmental operations;

(4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

(5) Suspend, discipline, demote, discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees, except as limited by this Agreement;

(6) Determine the adequacy of the work force;

(7) Determine the overall mission of the Employer as a unit of government;

(8) Effectively manage the work force;

(9) Take the actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 7
EMPLOYEE BILL OF RIGHTS

SECTION 7.1 Employees in the Bargaining Unit shall be entitled to the following rights as they relate to non-criminal charges against an employee for violation of City policies, rules, and regulations. An employee being investigated for possible criminal charges shall be afforded the same constitutional rights as are required to be provided to any other citizen.

EMPLOYEE RIGHTS

A. Any time that the Employer or its designee conducts a disciplinary hearing with an employee in which the disciplinary action anticipated is a suspension without pay, reduction, or discharge, the employee shall be advised of his rights to have a Union representative and/or other representative of his choosing present in accordance with the disciplinary procedures contained herein. In any disciplinary hearing, each party shall have the right to question the other party's witnesses.

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

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

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

E. When an employee suspected of a violation of City policies, rules, or regulations is being interrogated, such interrogation shall be recorded at the request of either party. The party requesting the recording shall be responsible for the cost unless both parties desire a copy, wherein the cost shall be equally shared. In addition, the party requesting the recording shall be responsible for providing the appropriate recording equipment.

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

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

SECTION 7.2 Application of this Article shall have no effect upon the discipline applied as a result of the findings from the Employer's investigation of an alleged violation.

ARTICLE 8
MEETINGS

SECTION 8.1 With prior consent of the Director or his designee, meetings of Union members may be conducted on the Electric Division premises in a location to be designated by the Director, or his designee; however, such meetings shall not interfere with the normal operation of the Division. The parties agree that if bargaining unit employees are required to work in shifts, this Article shall be reopened for negotiation of Union meeting times and location.

SECTION 8.2 At the conclusion of such meetings, it shall be the Union's responsibility solely to ensure that said premises are cleaned and returned to their usual condition.

ARTICLE 9
SAFETY AND WELFARE

SECTION 9.1 The City shall make reasonable provisions for the safety, health, and welfare of employees. Danger of loss of life or serious physical injury may be the basis for refusal to perform a task; providing, however, unreasonable refusal to work may subject an employee to disciplinary action.

SECTION 9.2 The City shall determine, subject to the provisions of this article, furnish, and maintain the necessary tools, facilities, vehicles, supplies, and equipment required for the employees to safely carry out their duties. Such equipment shall include high voltage safety equipment and other job safety equipment currently used in the industry. All equipment shall be maintained according to the manufacturer's recommendations and specifications.

SECTION 9.3 Safety equipment and procedures shall be defined by the Ohio Occupational Safety and Health Standard. Where the above standards are not applicable, safety equipment and procedures shall be defined by NFPA 70E-01983, Standard For Electrical Safety Requirements For Employee Workplaces, and

ANSI C2-01987, Part 4, Rules for Operation of Electric-Supply and Communications Lines and Equipment, The American Public Power Association Safety Manual for an Electric Utility, and good utility industry practices and by all applicable Federal, State, and Local laws.

SECTION 9.4 The City shall provide safety glasses, including prescription safety glasses, in accordance with its specifications.

SECTION 9.5 The City agrees to uniformly apply safety rules to all employees within the bargaining unit in similar circumstances and to uniformly implement and enforce safety rules, without discrimination in their application.

ARTICLE 10
WORK RULES AND REGULATIONS

SECTION 10.1 The Union recognizes that the Employer or its designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, procedures, and directives consistent with statutory authority to regulate the conduct of employees and the conduct of the Employer's services and programs.

SECTION 10.2 Work rules, regulations, policies, procedures, and directives shall not be established in violation of this Agreement.

SECTION 10.3 Work rules, regulations, policies, procedures, and directives shall be interpreted and applied uniformly to all employees within the bargaining unit.

SECTION 10.4 Copies of changes in existing work rules, regulations, policies, procedures, and directives, or newly established work rules, regulations, policies, procedures, and directives, shall be provided to the Union in draft form no less than ten (10) calendar days before they are to take effect, except during declared emergency conditions. Within said ten (10) days, the City shall provide reasonable opportunity to the Union to make suggestions or recommendations regarding any such changes in rules.

SECTION 10.5 New employees shall be provided with a copy of all written work rules, regulations, policies, procedures, and directives in existence at time of hiring, at the Employer's expense.

ARTICLE 11
RESERVED

ARTICLE 12
POSITION OPENINGS

SECTION 12.1 The City shall first consider bargaining unit employees for job openings within said unit. Among those of equal qualifications, preference shall be given according to order of seniority within the bargaining unit. The City shall provide the Union written notice of any job openings. When a bargaining unit employee is not selected for a job opening, the City will discuss the reason(s) for not being selected upon request.

ARTICLE 13
REDUCTION IN WORKFORCE

SECTION 13.1 The City agrees that in the event that the possibility of a lay-off exists, or is contemplated, affecting employees, the City will notify the Union representatives by written notice no later than twenty-one (21) calendar days prior to the first day of the possible lay-off. Such notification shall be for the purpose of establishing discussions between the parties in order to develop mutually acceptable alternatives to prevent or overcome the need for the proposed lay-off. Upon request of the Union, the City agrees to conduct a Labor/Management conference within said 21 days to discuss proposed layoffs.

SECTION 13.2 When it becomes necessary through lack of work or funds or for other causes, to reduce the force, layoffs shall be conducted as follows: Employees will be laid off in accordance with their seniority within each job classification with the employee(s) with the least seniority being laid off first within each job classification.

SECTION 13.3 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

SECTION 13.4 If an employee is recalled to a position in a lower-rated job position, the employee shall have the right to return to the job position held prior to being laid off in the event it subsequently becomes available. The City shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job position and are willing to be recalled to said job position. Bargaining unit employees shall be given reasonable consideration with regard to any non-union positions which may become open while said employees remain on the recall list.

SECTION 13.5 An employee to be recalled will be informed of his reemployment in the form of a written notice. This notice shall be considered received by the employee when mailed by certified mail to the last-known address of the employee, as shown on the City's personnel records. It shall be the responsibility of each employee on lay-off to keep the City advised of his current address. Within fifteen (15) calendar days after notice of reemployment is mailed, the employee must advise the City in writing of his acceptance of reemployment and his ability to commence employment on the date specified in the notice. Any and all reemployment rights granted to an employee shall terminate upon such employee's failure to respond and to accept within fifteen (15) calendar days any position offered to the employee.

SECTION 13.6 Employees so laid off or whose employment otherwise ceases due to reasons other than termination for gross misconduct may elect to continue hospitalization, medical, and dental coverage by paying the monthly group rate premium in advance each month for a period not to exceed eighteen (18) months, and any actual administrative cost of the City in handling the account.

ARTICLE 14
PERSONAL SERVICE RECORDS

SECTION 14.1 All employees shall be permitted to review their personal service records (Personnel Records) and may receive a copy of any item(s) in the file at current reproduction cost. When any record of a disciplinary action is noted in an employee's personnel file, the City shall provide a copy of said record to the Union. The City shall not suffer any loss of the employee's services as a result of this activity.

SECTION 14.2 Subject to approval by the City Records Commission and State Auditor, and pursuant to Section 149.39 O.R.C., the personal service record of an employee is to be cleared or purged of any offenses upon written request of the employee in accordance with the following scheduled:

1. Any reprimand shall be removed from the record after two (2) years from the date of the reprimand, providing there is no intervening disciplinary action during the two-year period.

2. Any suspension of less than thirty (30) days shall be removed from the record after a period of five (5) years, providing there is no intervening disciplinary action involving a suspension during the five-year period.

3. Any suspension of thirty (30) days or more shall be removed from the record after seven (7) years, providing there is no intervening disciplinary action involving a suspension of thirty (30) days or more during the seven-year period.

ARTICLE 15
BULLETIN BOARDS

SECTION 15.1 The City shall allow the placement of a bulletin board in an easily accessible, agreed-upon location in the Electric Division. Union notices relating to the following matters may be posted without the necessity of receiving prior approval of the Director:

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

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

ARTICLE 16
FILE CABINET

SECTION 16.1 The Union shall be permitted to have one (1) file cabinet upon the premises of the Electric Division and that the use of such file cabinet shall be limited to storage of official Union documents.

SECTION 16.2 The Union shall ensure that said file cabinet is kept secure and locked, and only Union officers and officials shall have access to the Union file cabinet.

SECTION 16.3 The Union shall be responsible for the purchase and maintenance of such file cabinet, which shall at all times be treated as the property solely of the Union.

SECTION 16.4 The Union shall be permitted to place such file cabinet in a location to be designated by the Superintendent, which shall be a location readily accessible to Union members.

ARTICLE 17
LABOR/MANAGEMENT CONFERENCE

SECTION 17.1 In the interest of sound labor-management relations and effective communication, either party may, not more than four (4) times yearly unless otherwise mutually agreed, request a labor/management conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request will include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. Said conference shall be scheduled during regular business hours and shall be limited to two (2) hours. A labor/management conference shall be scheduled as soon as possible from the date requested.

SECTION 17.2 The purpose of such meetings shall be limited to:

1. Discuss the administration of this agreement.

2. Notify the Union about changes made by the Employer which affect employees, such as change of or introduction of new classifications.

3. 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.

4. Disseminate general information of interest to the parties.

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

6. Discuss ways to increase productivity or improve efficiency.

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

SECTION 17.3 There shall be no more than four (4) representatives for each party in attendance at a labor/management conference, unless otherwise mutually agreed.

SECTION 17.4 No Union employee shall suffer a loss in pay or credit for hours worked as a result of attending such meetings, but no such employee shall receive overtime compensation for attending such meetings. Nor shall any Union employee attending such meetings during non-working hours receive any compensation therefore from the Employer.

ARTICLE 18
TEMPORARY WAGE CONTINUATION/INJURY LEAVE

The City offers temporary Wage Continuation/Injury Leave to employees who are injured or who contract an occupational disease while in the course of and arising out of employment with the City. An employee who suffers from a compensable industrial injury or illness can, subject to the following criteria, receive regular wages instead of workers' compensation temporary total lost time benefits. Payment for related medical benefits is governed by the Ohio Workers' Compensation system.

QUALIFICATIONS

1. The injury or illness must be determined to be compensable by the City at the outset of the claim or by the Ohio Industrial Commission. In no event will compensation commence before all initial paperwork is completed and filed with the appropriate agency(ies).
2. Competent medical proof of temporary disability must be provided via the Ohio Bureau of Workers' Compensation (OBWC) *MEDCO-14 Physician's Report of Work Ability Form or any other approved OBWC form.* The attending physician must complete the form in its entirety and affix his/her original signature to the form. Copies are unacceptable. The injured worker must also complete and submit to the City a C-84 form, Request for Temporary Total Compensation.
3. The employee must complete a FROI – *First Report of Injury* application and sign a wage continuation agreement or OBWC C-55 form, medical release, and a City accident report form.
4. In accordance with the Bureau of Workers' Compensation/Industrial Commission rules, the City reserves the right to have the employee examined by a physician of its choice at the City's expense to confirm the medical diagnosis and/or the period of temporary disability or physical restrictions. Failure to submit to examination will result in termination of the temporary wage continuation benefits.
5. In accordance with the City's Family and Medical Leave (FML) policy when an employee is on approved leave related to an approved work-related injury, or illness, whether in a paid or unpaid status, the leave taken shall be counted concurrently towards both Family and Medical Leave and temporary Wage Continuation/Injury Leave.
6. Temporary wage continuation benefits will be paid only for those periods of lost time that otherwise would qualify the employee for receipt of Workers' Compensation temporary total lost time benefits, subject to the following limitations:

TERMINATION CONDITIONS

Wage continuation payments will cease upon any of the following conditions:

1. Attending physician releases employee to return to work.
2. Employee returns to work for another employer.
3. Employee fails to return to a transitional "limited duty" assignment consistent with his/her temporary medical restrictions, as approved by the injured workers' treating physician.
4. Employee fails to appear for employer-sponsored medical examination.
5. Employee has reached maximum medical improvement and/or the condition has become permanent.
6. The claim is found to be fraudulent or is not approved by the OBWC after payment for Wage Continuation/Injury Leave has commenced.
7. The injured worker attempts to collect both temporary wage continuation from the City and temporary total compensation from the OBWC.
8. Employment termination.
9. Violation of any City policy or guidelines.
10. Regardless of the above conditions of termination, the City may, at its sole discretion, terminate wage continuation benefits at any time, if the disability exceeds three months.

Wage Continuation/Injury Leave

This policy is in effect for injuries sustained on or after January 1, 2014, and/or for Injury Leave taken on or after January 1, 2014 which relates to approved Workers Compensation claim(s) sustained by the employee prior to January 1, 2014. Such claims must be related to injuries sustained while the individual was employed by the City. The City will, for compensable claims, continue to pay regular wages at the same rate of pay the injured worker was making at the time of the injury. This form of paid leave is called Injury Leave. Generally, compensation for Injury Leave will be paid for a period not to exceed twelve (12) weeks. The rate of pay for Injury Leave will be multiplied by the usual number of scheduled hours per week. The payment by the City will take the place of payment by the Ohio Bureau of Workers' Compensation (OBWC). Wage Continuation will be made only during the period of time that workers' compensation benefits would otherwise be paid by the OBWC. In most cases, Temporary wage Continuation payments will immediately commence upon receipt of proof of disability from the preferred medical provider and a completed claim application.

The wage continuation payments made by the City will be taxable income to the employee, and will be subject to the same tax withholding requirements as an employee's regular weekly wage. Workers' compensation benefits payable by the State of Ohio are not taxable income to the employee; however, payment made by the City should be equal to or greater than the payment which would be made by the BWC, and will reduce delay in receiving payment.

Receipt of temporary wage continuation payments will be in lieu of workers' compensation temporary total lost time benefits. The payment of medical benefits will continue to be handled by the City's managed care organization.

If the period of disability exceeds twelve (12) weeks, the employee may elect to voluntarily discontinue wage continuation payments or the City may, solely at its discretion, extend temporary wage continuation payments for additional periods of time. Wage Continuation payments beyond twelve (12) weeks will be calculated at the same rate of pay the injured worker was earning at the time of injury. This rate will be multiplied by the usual number of scheduled work hours per week. Alternatively, the City may halt temporary wage continuation/injury leave after the initial twelve (12) weeks of wage continuation/injury leave. The employee may then be eligible to receive temporary total payments from the Ohio Bureau of Workers' Compensation. The employee would need to submit the required request to the OBWC for such benefit.

In the event the OBWC should deny the claim as not being sustained in the course of or arising out of employment with the City, temporary wage continuation charged to Injury Leave will then be charged to the employee's sick leave or other available unused paid leave.

ARTICLE 19
GRIEVANCE PROCEDURE

SECTION 19.1 The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

SECTION 19.2 All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits shall be considered resolved according to the relief requested. All time limits on grievances may be extended upon mutual consent of the parties.

SECTION 19.3 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every reasonable effort shall be made by the Employer and the Union to effect the resolution of the grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: If an employee believes he has a grievance, he shall notify the Union of the alleged grievance within three (3) working days of the occurrence of the facts giving rise to the grievance. The employee and the Union shall meet and attempt to resolve the dispute among themselves at this point. If the employee and the Union agree that the alleged grievance is a valid grievance, the employee and the Union will then decide whether the grievance will be pursued under the provisions of this Grievance Procedure Article, or whether the employee will pursue any other remedies available to him under the law. The employee's election to proceed under the terms and provisions of this Article or to pursue any other remedy available under law shall be made within ten (10) calendar days of the occurrence of the facts giving rise to the grievance.

STEP 2: If the grievance is not resolved in Step 1, the employee with the appropriate Union Steward, if the former desires, shall reduce the grievance to writing and shall within ten (10) calendar days of the occurrence of the facts giving rise to the grievance, refer the grievance to the Superintendent who shall then have ten (10) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Superintendent shall investigate and respond in writing to the grievance within ten (10) calendar days following the meeting date, and shall furnish an informational copy of his reply to the Personnel Director.

Step 3: If the grievance is not resolved in Step 2, the employee with the appropriate Union Steward, if the former desires, shall reduce the grievance to writing and shall within three (3) working days, refer the grievance to the Executive Director of Utilities, who shall have ten (10) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Executive Director of Utilities shall investigate and respond in writing to the grievance within ten (10) calendar days following the meeting date.

Step 4: If the grievance is not satisfactorily settled in Step 3, the Union may make a written request to the Personnel Director that the grievance be submitted to Arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based on the Step 3 reply.

Upon receipt of a request for arbitration, the Employer and a representative of the Union shall within ten (10) working days following the request for arbitration request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. By lot it shall be determined who shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to subtract from or alter any express provision of this Agreement. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance which occurred at any time other than during the contract period. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 2 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator will be final and binding on the employee(s), the Union, and the City. All costs involved in obtaining the list of arbitrators shall be divided equally between the City and Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. The expenses of any witness shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one, but such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcripts.

SECTION 19.4 All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature;
2. Aggrieved employee's position;
3. Date grievance was filed in writing;
4. Date and time grievance occurred;
5. The location where the grievance occurred;
6. The names of all persons in addition to the grievant having knowledge of the incident or occurrence giving rise to the grievance;
7. A description of the incident giving rise to the grievance;
8. Specific articles and sections of the Agreement allegedly violated;
9. Desired remedy to resolve the grievance.

SECTION 19.5 A grievance may be brought by an employee covered by this Agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one employee must be selected by the group to process the grievance. Each employee who desires to be included in the remedy requested in such grievance shall be required to sign the grievance.

SECTION 19.6 Any grievance that originated from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

SECTION 19.7 For purposes of this article, working days shall be defined as those days upon which the aggrieved employee was scheduled to perform services for the Employer. In counting working days at each step of the grievance procedure, the parties agree to count the working days of the aggrieved employee when he is the moving party and the working days of the Employer when it is the responding party.

ARTICLE 20
DISCIPLINE

SECTION 20.1 The Employer may conduct an investigation of any alleged violation committed by a bargaining unit employee of the Electric Division rules and regulations, as well as all statutes and ordinances applicable to employees, and make a finding by written report concerning any such alleged violation. The Employer may rely upon the employee's written report in taking action and in defending such action in the event the employee is disciplined or discharged.

SECTION 20.2 No employee shall be reduced in pay, suspended, discharged, removed, or otherwise disciplined, except for violations occurring while the employee is on duty, working under the colors of the Employer, or while off-duty representing himself as an employee of the City.

SECTION 20.3 Except as otherwise provided, herein, an employee's off-duty conduct shall not result in discipline or discharge unless such off-duty conduct seriously impairs the employee's ability to effectively or efficiently perform on assigned job duties or such off-duty conduct unreasonably interferes with or diminishes the overall performance, effectiveness, or efficiency of the Electric Division.

SECTION 20.4 Forms of disciplinary action may only include, in order of severity:

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

SECTION 20.5 Incompetency, inefficiency, dishonesty, working while under the influence of alcohol and/or controlled substances, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, neglect or abuse of equipment or apparatus, absence without leave, **violations of safety rules and/or procedures,** any other failure of good behavior, or any other acts of misfeasance, malfeasance, or non-feasance in office shall be cause of disciplinary action. However, the disciplinary action shall be proportionate to the offense committed.

SECTION 20.6 Whenever the Employer determines that an employee's conduct may warrant a suspension, reduction, discharge, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Written notice of such conference shall be mailed or personally delivered to the Employee. Such notices shall specify the time, date, and place of the conference, and subject matter of the conference, and the notice shall also advise the employee of this right to be represented at the conference by one (1) person of his choice. Upon receipt of a written request signed by the employee or his designated representative, the Employer may, for just cause shown, grant the employee's request that such conference be continued.

SECTION 20.7 Disciplinary action, subject to the grievance process, shall not be a matter appealable through the Civil Service.

ARTICLE 21
VOLUNTARY ATTENDANCE AT CONFERENCES, CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATIONAL FUNCTIONS

SECTION 21.1 A bargaining unit member may attend any duty related training and educational function if authorized by the appropriate department director or his designee(s). The City will reimburse the employee for his reasonable and necessary expenses, except as limited within this article, and provided there are sufficient unencumbered appropriated funds available to pay for such expenses. The employee's claim for reimbursement shall include proof of expenditure for expenses. Expenses incurred and charged on a credit card must be supported by an itemized receipt. There shall be no reimbursement for purchase of alcoholic beverages, personal phone calls, entertainment expenses, or expenses incurred on behalf of any other individual.

SECTION 21.2 For out-of-town training, compensation for travel will be based on the cost of the means of transportation actually used; provided, however, if a cheaper means of transportation was reasonably available, compensation will be based on such cheaper means of transportation. Whenever the person travels by privately-owned automobile, he shall be reimbursed for mileage at the applicable IRS rate. Other reimbursable expenses include meals, lodging, common carrier fees, vehicle parking, tolls, and other reasonable expenses.

SECTION 21.3 Cost of lodging will be reimbursed at the single-room rate in effect at the place of lodging. If a room is occupied by two or more persons authorized for training under this article, reimbursement will be pro-rated to each person, or in full to the person who pays for the room. Pro-rated reimbursements will not exceed the single room rate. However, employees are not required to share rooms.

SECTION 21.4 Upon approval of the appropriate department head, an employee may receive advance payment for the estimated expenses of travel, provided, however, that the request is made at least two weeks prior to the scheduled date of departure. Within one week of completion of travel, the employee must return any money owed to the City and submit to the Finance Director proof of expenditures.

SECTION 21.5 Subject to the advance approval of the department head, an employee may attend and be reimbursed for tuition of a degree producing program, provided the program is job-related, that a grade of "C" or better is earned in each course for which reimbursement is sought, and that the courses are taken during the employee's off-duty hours. Any course which is required as a condition of completion of any job-related degree program will also be considered as job-related. Employees must complete the necessary paperwork in advance in order to be considered for tuition reimbursement. To be eligible for any such reimbursement the person must have been employed by the City for a minimum of two years. Such reimbursement shall not be allowed for more than six semester hours or nine quarter hours in any one calendar year. Instructional fees (tuition) will not be reimbursed at a rate in excess of corresponding charges at Bowling Green State University (BGSU).

SECTION 21.6 There shall be no loss of pay as a result of authorized travel or training. However, compensation shall not exceed eight (8) hours per day.

SECTION 21.7 If a meal(s) is included as part of the registration fee for the activity being attended, there will be no reimbursement for additional meal/food expenses.

ARTICLE 21A
MANDATORY ATTENDANCE AT CONFERENCES, CONVENTIONS, SEMINARS, OR OTHER TRAINING AND EDUCATIONAL FUNCTIONS

SECTION 21A.1 The appropriate department head or designee(s) may require an employee to attend any duty-related training and educational function.

SECTION 21A.2 All time spent traveling shall be counted as hours worked less the time required for ordinary travel between the employee's home and worksite, meal times, and break times. The employee must obtain the advance authorization of the appropriate department head or designee(s) to travel on any day other than the actual day of training, if compensation for travel time will be sought.

SECTION 21A.3 Reimbursement, payment, wages, and conditions of attendance not otherwise modified by this article shall be identical to those established by Article 21.

SECTION 21A.4 No attendance shall be mandatory pursuant to this article if the employee will not be permitted to return to his permanent residence on weekends during any session lasting longer than seven (7) days, including travel.

ARTICLE 22
UNEMPLOYMENT COMPENSATION

SECTION 22.1 Employees shall be provided, by the City, unemployment compensation coverage to the extent required by the Revised Code of Ohio.

ARTICLE 23
PENSION FUND PROVISION

SECTION 23.1 Employees shall be provided coverage under the Public Employees Retirement System as is appropriate to the extent required by the Revised Code of Ohio.

ARTICLE 24
DEFERRED COMPENSATION PROGRAMS

SECTION 24.1 The City adopts the Ohio Public Employees Deferred Compensation Program, the Great American Section 457 Deferred Compensation Plan, and the ING 457 Deferred Compensation Plan, and extends to all eligible employees the opportunity to join the programs.

SECTION 24.2 The Finance Director is authorized to execute an agreement on terms and conditions, which agreement shall authorize the Board to offer the programs to all eligible bargaining unit employees and thereafter to administer the programs on behalf of the employees.

ARTICLE 25
OPERATORS INSURANCE

SECTION 25.1 Liability insurance for bodily and property damage for operators of City motor vehicles and equipment shall be provided by the City at no cost to the employee. The City shall pay the initial expense associated with Commercial Driver's License compliance.

ARTICLE 26
VACATIONS

SECTION 26.1 Each full-time employee included within the scope of this Agreement shall earn vacation leave according to the number of years of service as follows:

Length of Service	Accrual Rate Per Pay Period	Maximum Accrual
Upon Hire thru 5 yrs	6.04 hrs	240 hrs
after 5, thru 10 yrs	7.54 hrs	360 hrs
after 10, thru 15 yrs	9.14 hrs	480 hrs
after 15 thru 20 yrs	9.86 hrs	540 hrs
after 20 through 25 yrs	10.64 hrs	600 hrs
after 25 years	11.04 hrs	660 hrs

SECTION 26.2 Vacation shall accrue and be credited each biweekly pay period at the rates provided in Section 26.1 above based on the total length of service completed. An employee eligible for an increase in his accrual rate will begin accruing at the higher rate the first biweekly pay period following completion of the required length of service.

SECTION 26.3 Vacation shall be scheduled throughout the year and requests for the use of vacation leave must receive the advance approval of the Superintendent. There is no requirement that vacation leave be taken all at one time or that it be split up. Vacations may be taken so as to abut holidays or compensatory leave days. The minimum vacation time shall not be less than one hour and cannot be granted for less than hourly increments.

SECTION 26.4 Unless waived by the Superintendent, requests for vacation shall be submitted to the Superintendent not later than three (3) calendar days prior to the first day of vacation, except that requests for vacation leave of eight (8) hours or less can be granted by the Superintendent without the requirement for the advance notification. Consideration of vacation requests shall be based on workload and scheduling requirements and shall not be unreasonably denied.

SECTION 26.5 Vacation pay shall be computed on the basis of a regular 40-hour work week at applicable regular straight time rates of pay.

SECTION 26.6 Days designated as holidays shall not be charged to vacation leave.

SECTION 26.7 Upon separation from City employment, an employee shall be entitled to compensation at his/her then current straight time rate of pay for all accrued and unused vacation leave to his/her credit. If this separation is by death, payment shall be made to the employee's spouse or other beneficiary as provided by statute.

Memorandum of Understanding

The following section 26.9 of the contract was erroneously omitted from the contract that was negotiated and made effective July 1, 2014. The following section 26.9 should be added to the contract, effective retroactively to July 1, 2014.

SECTION 26.9 Effective July 1, 2014, all full-time, permanent covered employees with prior full-time, public service in the State of Ohio for which they had accrued vacation leave may, upon certification of their service, count that prior service for purposes of computing entitlement to vacation leave.

For the Union:

For the City:

Date: 4/28/15

SECTION 26.8 For vacation purposes, years of service with the City shall be determined by the total number of years of full-time service worked for the City and shall include all approved leaves of absence and authorized days off, including injury and military leaves. If an employee's service has been interrupted through no fault of the employee, such as lay-off, or it has been voluntarily interrupted, such as voluntary resignation of full-time employment, the employee's total service shall include the periods both before and after the interruptions, but shall not include the interruption period itself. Upon the effective date of this agreement, all employees with prior full-time service with the City shall have their biweekly vacation accrual rates adjusted to reflect the corresponding years of service in accordance with Section 26.1. This change shall not cause accrual balances to be adjusted to reflect the prior service.

ARTICLE 27
HOLIDAY PAY

SECTION 27.1 Holidays or the days set apart for their observance shall be as follows:

1. First day of January
2. Third Monday in January
3. Third Monday in February
4. Last Monday in May
5. Fourth day of July
6. First Monday in September
7. Eleventh day of November
8. Fourth Thursday in November
9. Day after Thanksgiving
10. Twenty-fifth day of December

SECTION 27.2 In the event that any of the above holidays shall fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the above holidays shall fall on Sunday, the Monday immediately following shall be observed as the holiday.

SECTION 27.3 On each of the holidays listed in Section 27.1 of this Article, all employees included within the scope of this Agreement shall be paid eight (8) hours of holiday pay at their regular straight-time rate of pay.

SECTION 27.4 Employees who are required to work on any of the holidays listed in Section 27.1 of this Article shall be paid holiday pay plus twice the regular straight time rates of pay for the hours worked. Hours worked in excess of eight (8) shall not count toward entitlement to overtime.

ARTICLE 28
LIFE INSURANCE PROVIDED

SECTION 28.1 The employer shall provide group life insurance coverage for all bargaining unit employees in the amount of $25,000.00. In the case of accidental death, the coverage shall be in the amount of $50,000.00. There shall be no contribution by an employee for this coverage.

ARTICLE 29
MEDICAL AND DENTAL COVERAGE

Section 29.1 The City shall provide comprehensive group medical coverage to each full-time covered employee with a minimum lifetime maximum of $1,000,000.00 per participant.

Section 29.2 The City shall provide single dental insurance and shall make available dependent coverage. The employee shall pay the additional cost for dependent coverage.

Section 29.3 Employees shall pay ten percent (10%) of the City's total monthly premium cost for medical and single dental insurance. **In addition to this 10% contribution, employees will also pay, in accordance with the schedule below, the following each pay period:**

Base Salary	**Per pay amount Family Medical**	**Per pay amount Single Medical**
Year 1-	**Start first pay in December 2014**	**Start first pay in December 2014**
Below $35,000	$0.00	$0.00
Above $35,000	$14.00	$6.00
Above $50,500	$20.00	$8.00
Above $65,000	$25.00	$10.00

Base Salary	**Per pay amount Family Medical**	**Per pay amount Single Medical**
Year 2	**Start first pay in December 2015**	**Start first pay in December 2015**
Below $36,050	$0.00	$0.00
Above $36,050	$16.25	$6.75
Above $52,015	$23.00	$9.00
Above $66,950	$29.75	$11.50

Base Salary	**Per pay amount Family Medical**	**Per pay amount Single Medical**
Year 3	**Start first pay in December 2016**	**Start first pay in December 2016**
Below $37,132	$0.00	$0.00
Above $37,132	$17.75	$7.00
Above $53,575	$25.00	$10.00
Above $68,959	$32.75	$13.00

Section 29.4 The Union recognizes the right of the City in its discretion to secure alternate insurance carriers and to modify coverages which measures may be used to maintain or to lessen premium costs. Prior to any modifications of benefits or coverage, the Union and the City agree to meet and discuss any such modifications. During the life of this contract, the offered medical and dental plan terms for this bargaining unit shall be equal to the terms for all other City employees.

ARTICLE 30
FAMILY AND MEDICAL LEAVE

SECTION 30.1 The Union agrees to the requirements as contained in the City's Family and Medical Leave Policy, as detailed in the City of Bowling Green's Administrative Instruction No. 33.

ARTICLE 31
FUNERAL/BEREAVEMENT LEAVE

SECTION 31.1 Employees covered under this Agreement shall be entitled to twenty-four (24) hours Funeral/Bereavement pay per payroll year for the purposes of arranging for or attending the funeral or attending to estate matters of a member of the employee's immediate family. As used in this Article, "immediate family" shall include husbands, wives, children, parents, grandchildren, grandparents, great-grandparents, brothers, sisters, aunts, uncles, nieces, nephews, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents-in-law, and persons acting or who have acted, in loco parentis to the employee. The term "children," as used in this Article, shall include foster children residing in the employee's household at the time of the death, natural children, adopted children and step-children. Said employees shall be given an additional twenty-four (24) hours Funeral/Bereavement leave per calendar year for the above purposes if the employee's spouse, child, brother, sister, mother, or father passes away and an additional 24 hours for each additional death of said family member.

SECTION 31.2 Funeral/Bereavement leave may only be used for the purpose intended, and the minimum time of request and approval shall not be less than one (1) hour. Such leave shall not be granted in less than one (1) hour increments.

SECTION 31.3 Funeral/Bereavement leave shall be counted as hours worked.

ARTICLE 32
RESERVED

ARTICLE 33
SICK LEAVE

SECTION 33.1 Each employee covered under this Agreement shall be entitled to sick leave at the rate of 4.6 hours for each completed eighty (80) regular straight time hours of service. An employee may use accumulated, but unused, sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious diseases which could be communicated to other employees, for any leave designated as Family and Medical Leave, and to illness, injury, or death in the employee's immediate family. However, the minimum time of request and approval shall not be less than one-tenth (1/10) hour and cannot be granted in less than one-tenth (1/10) hour increments.

SECTION 33.2 As used herein, "immediate family" includes husbands, wives, children, parents, grandchildren, and grandparents.

SECTION 33.3 The authority to use sick leave due to death in the employee's immediate family is in addition to the Funeral/Bereavement leave provided elsewhere in this Agreement.

SECTION 33.4 Employees must call the superintendent or his/her designee by telephone at least 15 minutes prior to the start of the shift when unplanned Sick Leave is required. Voicemail messages regarding the need to take unplanned Sick Leave may be left on the Superintendent's or the designee's voice-mailbox. All sick leave requests must be submitted in writing on the City's leave application form, and the the Employer may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave when sick leave is used for three consecutive days. Statements, after being approved by the Superintendent, shall be maintained by the City for at least one (1) year. If medical attention is required, a certificate from a licensed physician stating the nature of illness and the employee's ability to return to work, shall be required before the employee may return to work. A physician's statement may also be required at the discretion of the Personnel Director for any requested sick leave in the following cases: a) repeated one- or two-day absences, and b) multiple absences on a single day.

SECTION 33.5 Bargaining unit employees who are hired by the City prior to July 1, 2014, and who retire from employment with the City shall be paid for 25% of the employee's accumulated but unused sick leave. "Retirement" shall mean that an employee is eligible at the time that employment is terminated to obtain a service or disability retirement in accordance with the requirements of the State retirement system into which that employee contributes. In the event that the City raises the percentage and accumulated limit for non-bargaining employees, the higher amounts will apply to members of this bargaining unit. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The payment shall be based on the employee's straight time hourly rate of pay in effect at the time of retirement and shall be made only once to any one employee.

Employees who are hired by the City on or after July 1, 2014, and who retire from employment with the City shall be paid for 25% of the employee's accumulated but unused sick leave, but such payout shall not exceed 25% of 960 hours. "Retirement" shall mean that an employee is eligible at the time that employment is terminated to obtain a service or disability retirement in accordance with the requirements of the State retirement system into which that employee contributes. In the event that the City raises the percentage and accumulated limit for non-bargaining employees, the higher amounts will apply to members of this bargaining unit. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The payment shall be based on the employee's straight time hourly rate of pay in effect at the time of retirement and shall be made only once to any one employee.

SECTION 33.6 Any employee killed in the line of duty shall have 50% of his accumulated but unused sick leave paid to his designated survivor(s) or to his estate.

Section 33.7 A bargaining unit employee of the City, who is eligible to accrue sick leave and who dies while still employed by the City, shall have 25% of his accumulated but unused sick leave paid to his designated survivor(s) or to his estate. This does not apply to those employees who are killed in the line of duty.

SECTION 33.8 The City shall indicate on each employee's pay check the last date on which the employee took sick leave, subject to computer system capacity.

SECTION 33.9 Sick leave shall be counted as hours worked.

Section 33.10 The sick leave payout at retirement may be paid out in installments, at the City's option, as outlined below, when written notice of a retirement has not been received by the Personnel Director by November 1st in the prior calendar year.

A. If the employee is entitled to receive payment for 240 hours or less, it shall be paid within thirty (30) days following verification of any of the above occurrences.

B. If the employee is entitled to receive payment for 241 to 750 hours, the payment may be made in two (2) equal annual installments.

C. If the employee is entitled to receive payment for more than 750 hours, the payment may be made in three (3) equal annual installments.

SECTION 32.11 Payment for sick leave on the bases outlined in Sections 32.5, 32.6, 32.7, and/or 32.10, shall be considered to eliminate all sick leave credit accrued by the employee at that time. The payment(s) shall be based on the employee's straight-time hourly rate of pay in effect at the time of retirement.

ARTICLE 34
COMPENSATORY TIME

Section 34.1 Any bargaining unit employee may elect to bank compensatory time off in place of earning overtime pay.

Section 34.2 If an employee elects to accumulate compensatory time in lieu of overtime pay for any overtime worked, the employee must request the compensatory time using the applicable form. Requests to bank compensatory time must be submitted to the employee's Superintendent or his designee no later than the day on which the week's time sheets are to be turned in, otherwise the employee will be paid for the overtime.

Section 34.3 Unless waived by the Superintendent, requests for compensatory leave shall be submitted to the Superintendent not later than three (3) days prior to the first day of compensatory leave, except that requests for compensatory leave of eight (8) hours or less can be granted by the Superintendent or his designee without the requirement for the advance notification. Consideration of compensatory leave requests shall be based on workload and scheduling requirements, and shall not be unreasonably denied.

The minimum time of request and approval for compensatory leave shall be one hour.

Section 34.4 No employee may accumulate more than one hundred twenty (120) hours of unused compensatory leave.

Section 34.5 Compensatory time shall be accumulated at the overtime rates.

Section 34.6 Employees whose employment is terminated for any reason are entitled to compensation for any accumulated but unused compensatory time not to exceed one hundred twenty (120) hours. The rate of compensation for each compensatory time hour in this situation shall be the greater of:

1. The average regular rate for the last three years of employment; or
2. The regular rate in effect for the employee at the time of separation.

ARTICLE 35
UNION LEAVE

SECTION 35.1 The Union President or his designee may, upon approval of the Executive Director of Utilities or his designee, be granted time off without pay for the purpose of attending union conventions or other similar union functions. Such approval shall not be unreasonably withheld. Such time off will not affect accumulated sick leave, vacation leave, overtime pay computations, or seniority anniversary dates, nor will it constitute a break in service.

ARTICLE 36
COURT TIME

SECTION 36.1 An employee called for jury duty or subpoenaed as a witness shall be granted a paid leave of absence for the period of jury or witness service. An employee must present verification of:

1. His call to jury duty or witness duty; and

2. If a witness, that his testimony was within the scope and nature of his employment for the City and not of a personal nature.

The employee shall turn in the amount received as a jury or witness fee, providing the amount does not exceed the wages paid by the City, to the City Finance Director. Any hours credited as jury duty or witness duty shall be counted as hours worked in computing entitlement to overtime.

SECTION 36.2 An employee who is required to appear in court for reasons outside the scope of his employment shall be permitted to use accrued but unused vacation or compensatory time or will be granted an excused absence (non-paid) if the employee has no leave time accrued, provided that:

1. Documentation is provided in the form of a subpoena or a letter from a participating attorney; or

2. The request is made for an excused absence (non-paid) or leave time is made to the appropriate supervisory person at least twenty-four (24) hours in advance.

ARTICLE 37
TEMPORARY MILITARY TRAINING LEAVE

Section 36.1 An employee who is a member of the Ohio National Guard, the Ohio Air Guard, the Ohio Naval Militia, or other reserve components of the armed forces of the United States shall be entitled to leaves of absence from the employee's respective duties for such time as the employee is in such required military service on field training or active duty for up to a maximum of one hundred and seventy-six scheduled working hours per calendar year. Such leave shall be granted without loss of pay or benefits as would normally be provided.

Section 36.3 Any hours credited as military leave shall be counted as hours worked in computing entitlement to overtime.

ARTICLE 38
MAINTENANCE OF SICK LEAVE, VACATION, AND OVERTIME RECORDS

SECTION 38.1 A permanent record of sick leave including sick leave accumulated and sick leave used shall be maintained by the employer for all employees covered by this agreement.

SECTION 38.2 A permanent record of vacation information, including years of service for vacation credit accumulated and used and overtime, shall be maintained by the employer for all employees covered by this Agreement.

SECTION 38.3 Other records of leave including compensatory time, civic leave, and funeral/bereavement leave shall be maintained by the employer for all employees covered by this agreement.

SECTION 38.4 The employee shall be responsible for timely filing with the Superintendent all payroll records, including daily time sheets and all requests for leave, so that the Superintendent can file them with the payroll clerk on a weekly basis.

ARTICLE 39
PARKING PROVISIONS

SECTION 39.1 The City shall provide for each employee, at no cost to the employee, parking privileges when working.

ARTICLE 40
OVERTIME PAY

SECTION 40.1 All personnel included within the scope of this agreement shall be paid overtime rates of one and one-half times the regular straight time pay for all hours worked beyond the 40 hour work week.

SECTION 40.2 For purposes of computing entitlement to overtime pay, voluntary school attendance during an employee's off-duty time shall not be counted as hours worked. Mandatory school attendance during the employee's off-duty hours, vacation hours, holiday hours (8), jury duty, job-related court time, compensatory time, funeral leave, personal day, and sick leave shall be counted as hours worked in computing entitlement to overtime pay. Provided, however, compensatory time may not be added so as to constitute overtime.

SECTION 40.3 Employees shall be offered eight (8) hours rest after working sixteen (16) consecutive hours within any twenty-four (24) consecutive hour period. If the eight-hour rest period includes regular work week hours, the employee shall be paid for such regular work week hours as if he had worked and such regular work hours will count as hours worked for purposes of calculating overtime.

SECTION 40.4 Employee's who work four (4) or more consecutive hours of emergency overtime will receive a paid meal break of one-half (1/2) hour. If overtime begins immediately following an employee's regular work day, the meal break shall be provided two (2) hours after the end of the normal work day if the overtime shall be at least four (4) hours in duration.

SECTION 40.5 Scheduled overtime opportunities, shall be distributed as equally as practicable among those employees qualified to perform the work. The Superintendent shall maintain a tabulation of overtime opportunity and shall include hours which were refused by an employee. Such tabulation shall be open for inspection by bargaining unit employees or the union, upon reasonable request.

ARTICLE 41
CALL-IN PAY

SECTION 41.1 Call-in pay is defined as payment for work assigned and performed by an employee at a time disconnected from his normal and pre-scheduled hours of work due to an emergency.

SECTION 41.2 All of the terms of and rates provided in Article 40, Overtime Pay, shall be applicable to call-in pay. An employee called in shall be compensated for a minimum of two (2) hours for the first two hours and in one-half (1/2) hour increments thereafter.

SECTION 41.3 An employee called in may determine if additional employees are needed for the task which he has been called in for. If additional employees are needed, the employee may call in up to two other employees either directly, or by requesting the superintendent or Police Division to call. If the employee determines that three or more additional employees will be needed, or that more than 5 hours of

work will be necessary regardless of the number of employees needed, approval must be obtained from the Assistant Superintendent, the Superintendent, or the Director before said additional persons are called in, or before five (5) hours of work have been expended by any one or more employees.

ARTICLE 42
UNIFORM/CLOTHING

SECTION 42.1 A complete initial issue of all appropriate uniforms and equipment, except as stated in Section 42.3, shall be provided by the City to each employee upon initial employment. The City shall launder employee uniforms. The City shall provide, among other things and at its expense, rain gear, appropriate footwear, flame retardant (FR) winter clothing, gloves, and seven (7) 100% cotton T-shirts. Once provided to the employees the only T-shirts that employees will be permitted to wear will be the City issued T-shirts. The laundering of the T-shirts will be at the expense of the employees.

SECTION 42.2 In all instances in which uniforms or other specific styles of clothing are required, the cleaning and laundering of such uniforms and clothing shall be provided and paid for by the City, except as explained elsewhere in this Article. The City shall replace uniforms and clothing whenever they become damaged; provided however, such uniforms and clothing must be replaced no more than every two (2) years. All clothing and uniforms must be made of FR material(s) that meet OSHA standards, as established in OSHA Code of Federal Regulations 29, Part 1910.269, which covers electric generation, transmission, and distribution.

SECTION 42.3 Employees are to have their FR clothing readily accessible throughout the workday. Employees, who either fail to have their FR clothing readily available to them throughout the workday or who fail to wear their FR clothing when appropriate, shall be subject to the discipline process. Furthermore, supervisors are responsible for enforcing this safety requirement.

SECTION 42.4 **Reserved**

Section 42.5 The wearing of non-safety related hats, specifically ball caps, is optional, but if worn shall be either City-issued or a hat purchased by the employee. If the employee elects to provide his/her own ball cap then it must be "plain." Specifically ball caps cannot have any exposed emblem, logo, drawing, or writing on it other than the City seal. If the employee elects to provide his/her own hat it must be in good condition and look professional. The wearing of worn, torn, or dirty hats is prohibited. The City will not be responsible for replacing lost, stolen, worn, or damaged hats purchased/provided by the employee.

If the employee elects to wear a City-issued hat, he/she will be provided two (2) hats initially. The employee will have the option of either mesh or full-cloth hats. The City will replace worn or damaged City-issued hats, if need is demonstrated.

Section 42.6 All uniform/clothing shall be purchased and paid by the City.

Section 42.7 If an employee's FR outer wear, i.e., boots, etc., are damaged as a result of a reportable work-related incident/accident, such as a boot is damaged by a jackhammer, then the City will replace the damaged equipment at its expense. This will happen only if the employee submits a written incident report and an investigation validates that the work-related incident resulted in damage to the clothing that caused it to be unusable. The City will not replace items that become unusable due to normal wear and tear.

Section 42.8 When the City provides covered employees apparel, the value may be considered a taxable fringe benefit by the IRS. If the item is deemed an eligible taxable fringe benefit, the item and its cost will appear on the employee's annual W-2.

ARTICLE 43
OUTSIDE SERVICE PROVISION

SECTION 43.1 The City shall not retain services from others to replace bargaining unit employees or bargaining unit positions, except that the City reserves the right to temporarily retain services from others, not to exceed in total 90 days, when vacancies within the bargaining unit exist, or 365 days whenever bargaining unit members are absent due to any form of leave.

SECTION 43.2 The City may retain tree trimming services from outside service providers. The retaining of tree trimming services from outside service providers will not be subject to the time limitations established in Section 43.1 above for other outside service providers.

ARTICLE 44
DUTY PAY

SECTION 44.1 A duty week shall consist of eighteen (18) hours.

SECTION 44.2 Duty hours shall be paid at the straight time rate, which shall be in addition to any other pay provided in this Agreement.

ARTICLE 45
SEVERANCE PAY

SECTION 45.1 Upon separation, full-time employees shall be paid for all accumulated but unused and unpaid vacation, compensatory time, regular pay, longevity pay, and overtime pay due and owed them as of their last date of employment. Upon retirement, accumulated but unused sick leave shall be paid as provided elsewhere within this Agreement.

SECTION 45.2 In the case of death, the above payments shall be made to the employee's spouse or other beneficiary, as provided by statute.

ARTICLE 46
SALARY SCHEDULE

SECTION 46.1 The following salary schedules are established for the employees of the bargaining unit, effective 12:01 A.M., July 1, 2014.

SECTION 46.2 All bargaining unit employees shall be paid on a bi-weekly basis. Their annual rate adjustment shall be made on July 1 of each year of the Contract.

SECTION 46.3 Employees hired after July 1, 2014, shall not receive a step increase until the contract anniversary date (July 1).

SECTION 46.4 Salary Schedules:

JOURNEYMAN LINEMAN

	2014-15	2015-16	2016-17
Journeyman	$32.20	$33.17	$34.17
After 5 years	$32.44	$33.41	$34.41
After 10 years	$32.68	$33.65	$34.65
After 20 years	$33.16	$34.13	$35.13
After 30 years	$33.40	$34.37	$35.37

TECHNICIAN

Step 1	$27.24	$28.06	$28.90
Step 2	$28.52	$29.38	$30.26
Step 3	$29.85	$30.75	$31.67
Step 4	$32.20	$33.17	$34.17
After 5 years	$32.44	$33.41	$34.41
After 10 years	$32.68	$33.65	$34.65
After 20 years	$33.16	$34.13	$35.13
After 30 years	$33.40	$34.37	$35.37

LINE SUPERVISOR

	$37.74	$38.87	$40.04
After 5 years	$37.98	$39.11	$40.28
After 10 years	$38.22	$39.35	$40.52
After 20 years	$38.70	$39.83	$41.00
After 30 years	$38.94	$40.07	$41.24

GROUND MAINTENANCE/
MECHANICAL STOREKEEPER

Step 1	$21.53	$22.18	$22.85
Step 2	$22.79	$23.47	$24.17
Step 3	$24.13	$24.85	$25.60
Step 4	$26.29	$27.08	$27.89
After 5 years	$26.53	$27.32	$28.13
After 10 years	$26.77	$27.56	$28.37
After 20 years	$27.25	$28.04	$28.85
After 30 years	$27.49	$28.28	$29.09

MECHANICAL STOREKEEPER
SUPERVISOR

	$28.76	$29.62	$30.51
After 5 years	$29.00	$29.86	$30.75
After 10 years	$29.24	$30.10	$30.99
After 20 years	$29.72	$30.58	$31.47
After 30 years	$29.96	$30.82	$31.71

METER TECHNICIAN I

Step 1	$20.95	$21.58	$22.23
Step 2	$22.27	$22.94	$23.63
Step 3	$23.56	$24.27	$25.00
Step 4	$25.70	$26.47	$27.26
After 5 years	$25.94	$26.71	$27.50
After 10 years	$26.18	$26.95	$27.74
After 20 years	$26.66	$27.43	$28.22
After 30 years	$26.90	$27.67	$28.46

METER TECHNICIAN II

Step 1	$25.21	$25.97	$26.75
Step 2	$26.42	$27.21	$28.03
Step 3	$27.63	$28.46	$29.31
Step 4	$29.85	$30.75	$31.67
After 5 years	$30.09	$30.99	$31.91
After 10 years	$30.33	$31.23	$32.15
After 20 years	$30.81	$31.71	$32.63
After 30 years	$31.05	$31.95	$32.87

METER SPECIALIST

Step 1	$29.71	$30.60	$31.52
Step 2	$30.84	$31.77	$32.72
Step 3	$33.11	$34.10	$35.12
Step 4	$35.21	$36.27	$37.36
After 5 years	$35.45	$36.51	$37.60
After 10 years	$35.69	$36.75	$37.84
After 20 years	$36.17	$37.23	$38.32
After 30 years	$36.41	$37.47	$38.56

SUBSTATION TECHNICIAN / SENIOR TECHNICIAN

Step 1	$32.41	$33.38	$34.38
Step 2	$34.33	$35.36	$36.42
Step 3	$36.33	$37.42	$38.54
Step 4	$39.75	$40.94	$42.17
After 5 years	$39.99	$41.18	$42.41
After 10 years	$40.23	$41.42	$42.65
After 20 years	$40.71	$41.90	$43.13
After 30 years	$40.95	$42.14	$43.37

Section 46.6 If an employee transfers to another job position within the bargaining unit, the employee shall be paid the step representing the total number of years of service within the bargaining unit; provided, however, when the employee transfers into a position of greater responsibility, he shall in no event be paid less than he was earning prior to the transfer.

SECTION 46.7 The parties agree that if bargaining unit employees are required to work in shifts, or are required to work on weekends as a part of their regular work week, this Article shall be reopened for negotiation regarding (and only regarding) shift, weekend work, or salary differentials.

SECTION 46.8 New employees hired from outside the bargaining unit with experience may, at the City's discretion, be paid at any step above the starting step.

Section 46.9 The first pay in January 2015, each member of the bargaining unit will receive a one-time lump sum payment of $300, such payment to be subject to appropriate taxation and pension requirements.

ARTICLE 47
LONGEVITY ALLOWANCE

This Article is only effective until prorated lump sum payments are made the first pay following contract ratification in 2014. The prorated period will cover the pay period commencing December 9, 2013 through the pay period ending July 6, 2014. After the lump sum payment is made, this article will no longer be in effect.

SECTION 47.1 All employees covered under the provisions of this Agreement and hired by the City prior to June 6, 1983, are entitled to a longevity allowance. Employees with five (5) full years of continuous service with the City shall be entitled to an allowance of one-half of one percent (.5%) of current straight time base salary and an additional one-half of one percent (.5%) each year thereafter until a maximum of five percent (5%) in longevity allowance is reached. The longevity shall be granted in a lump sum on the first payday in December of each year.

SECTION 47.2 Employees covered by the provisions of this Agreement, who were hired by the City on June 6, 1983 or after, shall be granted an annual lump sum payment. The lump sum payment will be paid on the first payday in December. The amount of the lump sum payment is based on the completion of a specified number of continuous years of full-time service with the City of Bowling Green. The breakdown of the number of years of completed continuous full-time service and its corresponding lump sum payment is as follows:

Continuous Full-time Years of Service with The City of Bowling Green	Lump Sum Payment
After completing 5 years	$500
After completing 10 years	$1000
After completing 20 years	$2000
After completing 30 years	$2,500

SECTION 47.3 No employee will be eligible to receive both payments, which are defined in Sections 47.1 and 47.2 above.

SECTION 47.4 The lump sum payment, described in Section 47.2 above, is not accumulative.

SECTION 47.5 Payment for the last year of service will be on a pro-rata basis, and will be paid at the time of termination.

SECTION 47.6 The calculation of continuous service shall not include leaves of absence without pay or any other periods of time that an eligible employee does not receive pay. Therefore, payment of longevity or lump sum pay for years of service shall be on a pro-rata basis based on the actual hours an employee received compensation, and said payment will be paid on the first regular payday in December.

ARTICLE 48
ACTING TIME

SECTION 48.1 When the Utilities Director and the Superintendent, with authorization of the Mayor, determines it necessary to temporarily assign an employee to perform the duties of a position above that which the employee currently holds, the employee shall be paid the pay rate of the higher classification. Training periods at a higher level shall not be computed when determining acting time.

SECTION 48.2 The employee, so assigned, must be assigned to and perform functions that are normally performed by an occupant of the higher classification in order to receive the higher compensation.

ARTICLE 49
DISTRIBUTION OF CONTRACT

SECTION 49.1 Within thirty (30) calendar days after the execution of this Agreement, the City shall provide an electronic copy of the Agreement to every employee within the Electric Division included within the scope of this Agreement. The electronic copy of the Agreement shall be emailed to each employee's City e-mail address. Any employee, who becomes a member of the Electric Division after the execution of this Agreement, shall be provided with a copy of this Agreement by the City without charge at time of employment.

SECTION 49.2 A table of contents with page references shall be included at the front of the Agreement when provided to the employees.

ARTICLE 50
SAVINGS CLAUSE

SECTION 50.1 Any subject addressed in this Agreement supersedes and replaces all pertinent statutes, resolutions, rules, and regulations on that subject over which it has authority to supersede and replace. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

SECTION 50.2 The parties agree that should any provision of this Agreement be found to be invalid, upon written request by either party, they will schedule a meeting within thirty (30) days at a mutually agreeable place and time to negotiate alternative language on the same subject matter.

SECTION 50.3 The parties acknowledge that they are bound by the Consent Judgment Entry filed in the Wood County Court of Common Pleas, Case No. 88-CIV-46, and in the Franklin County Court of Common Please, Case No. CV-01-701.

ARTICLE 51
INCLEMENT WEATHER

SECTION 51.1 Employees shall not be required to perform routine outdoor work under the following conditions: steady, soaking rain or snow, lightning storms, when it is 5° Fahrenheit above zero or colder, there are tornado warnings, or hail or sleet is falling. Provided, however, routine aerial work shall not be required when there are wind speeds of 25 miles per hour or faster. Further, if it is zero degrees Fahrenheit, including wind chill, or colder, bargaining unit employees must be given access to a vehicle for shelter and warmth for a total of ten (10) minutes after every hour worked.

During such inclement weather, employees may perform any work associated with their jobs which can be done indoors or outdoors in a vehicle.

The work restrictions provided in this Article shall not apply in cases of emergency. "Emergency" is defined as situations causing disruption of service or danger to life, health, or safety of any person, as declared by the Director.

ARTICLE 52
CERTAIN TRAVEL TIME COUNTED AS HOURS WORKED

SECTION 52.1 Ordinary travel between home and the work site before and after regular working hours is not counted as hours worked. However, time spent traveling to respond for an urgent operational requirement called by the City shall be counted as hours of work, except those occurrences when the call is made thirty (30) minutes or less prior to the regular work period.

SECTION 52.2 Whenever an employee performs duties in another city, time spent traveling between cities shall be counted as hours worked.

SECTION 52.3 Whenever an employee is offered public transportation but requests permission to travel by automobile, hours of work shall be calculated on the mode of transportation requiring the least travel time.

SECTION 52.4 Any employee working in an area other than the Bowling Green service area during a storm or disaster under the Ohio Emergency Exchange Plan shall be paid one and one-half (1 ½) times per hourly base rate for every hour worked except that holiday pay shall be paid pursuant to the contract.

ARTICLE 53
WORK DAY AND WEEK

SECTION 53.1 For all members of the unit, the regular work day shall be from 7:00 a.m. to 3:30 p.m., and shall consist of eight and one-half (8.5) consecutive hours with a one-half hour unpaid lunch break, and the work week shall consist of five consecutive days. Employees shall be given one fifteen-minute break in the morning and one fifteen-minute break in the afternoon at times designated by the Superintendent. The two-fifteen-minute breaks shall be paid and considered hours worked.

ARTICLE 54
ZIPPER CLAUSE

SECTION 54.1 Any right arising under the terms of the newly negotiated agreement shall not be applicable to any situation occurring prior to the effective date of that agreement.

ARTICLE 55
COMMERCIAL DRIVER'S LICENSE

SECTION 55.1 If a job requires a Commercial Driver's License (CDL), the employee shall obtain such license within his/her probation period. The City shall pay the cost of the initial test. Thereafter, the City shall pay $19.00 toward the cost of the renewal of a Commercial Driver's License; however, employees are responsible for paying for any costs associated with retest.

SECTION 55.2 In the event that an employee loses his driver's license or CDL, or his driving privileges are totally suspended by the State of Ohio, and the employee remains available to work, he shall retain his present job classification for thirty (30) calendar days, but his hourly wage rate will be reduced by 15% to reflect his inability to perform the driving functions of the job. Thereafter, continued employment is not guaranteed.

SECTION 55.3 If a temporary loss of a CDL is due to error by an insurance company, Court, or Bureau of Motor Vehicles, the employee's classification and pay shall be retroactively restored upon proof of error to employer's satisfaction.

ARTICLE 56
LIGHT DUTY

Section 56.1 When an employee becomes physically incapacitated (due to a non-duty related injury or illness) for the performance of normal duties of his/her position as determined by the appropriate medical authority, the employee should first use accumulated but unused sick leave or other forms of accrued leave. In accordance with Article 29, "Family and Medical Leave Act of 1993," leave taken for this purpose shall count toward an eligible employee's annual entitlement to 12-weeks of Family and Medical Leave. Eligibility for Family and Medical Leave is defined in Article 29 of this contract.

Section 56.2 If the employee is unable to perform his/her normal duties as determined by a medical authority, the employee may be temporarily placed into a light duty assignment, if one is available, for a period of time not to exceed three (3) months. Depending upon the facts in each individual case, the Municipal Administrator may extend the temporary light duty opportunity for not more than three (3) additional months. Employees are required to request consideration for a light-duty work assignment themselves. In order to be considered for a light-duty assignment employees will be required to sign a medical release so that the City may contact the employee's physician(s) about the type of work duties that the employee may perform.

Section 56.3 The department head or his designee shall decide on a case-by-case basis if there are light duty work assignments available that fall within the restrictions that the employee has been placed under by his/her physician(s). The distribution of light duty assignments and/or refusal to establish a light duty assignment is solely the decision of the department head or his designee, and such decisions shall not be grievable.

Section 56.4 If no light duty assignments are available then the employees must remain off work pursuant to a release from their physician(s) that they can perform their full duties or until such time as a light duty assignment occurs which meets the physical restrictions/limitations of that employee. During this period of time the employee will have to use other accrued leave time, such as vacation, and compensatory time, in order to remain in a paid status.

Section 56.5 Light duty assignments for work-related illnesses and injuries shall take precedence over non-duty related illnesses and injuries. An employee, who is working in a light duty capacity because of a non-work related illness or injury, may be displaced from that light duty assignment if the City needs to place another employee, who has a valid work-related illness or injury, into a light duty/transitional work assignment.

Section 56.6 Prior to any employee being temporarily placed into a light duty assignment because of an off-duty injury or illness, the employee must provide to the City both a release signed by their physician(s) that the light duty assignment meets the requirements of the physical restrictions that the doctor has placed on the employee and a specific listing of the physical restrictions under which the employee is released to work. The purpose of the physician's release and physical restrictions listing is to ascertain if the employee is physically capable of performing the duties required of the light duty position. While working in a light duty capacity the employee must provide to the City every two weeks an updated release from their physician(s) establishing the current physical restrictions under which the employee is released to work.

Section 56.7 If at the end of light duty assignment and/or complete exhaustion of all accumulated leave time and/or Family Medical Leave the employee is still unable to perform the normal duties of his/her position, an extension of the light duty assignment will not be granted and employment with the City may be terminated.

ARTICLE 57
MEDICAL LEAVE

SECTION 57.1 If an employee remains sick, injured or hospitalized, or in a state of recovery therefrom after all accrued but unused leave time and Family Medical Leave due such employee is exhausted, the employee may be granted a medical leave of absence without pay for a non-duty related personal injury or illness. Leaves of absence for medical reasons may be granted by the Municipal Administrator for a period not to exceed six (6) months depending upon the specific facts of the case. Extension beyond six (6) months will require the Mayor's personal approval.

SECTION 57.2 Employees or their designees are responsible for submitting written, signed, and dated requests for medical leaves of absence without pay to the Municipal Administrator and/or Mayor. Barring extenuating circumstances, which will be reviewed on a case-by-case basis, such requests must be submitted prior to the start to the medical leave of absence without pay.

SECTION57.3 If a medical leave of absence without pay has been granted by the Municipal Administrator, the City will pay for its portion of any medical or dental insurance premiums falling due within the thirty- (30-) day period following the complete exhaustion of any time due to the employee. After the expiration of that thirty- (30-) day period, the employee may continue to be insured under the City's group medical and/or dental plan during the period of the medical leave of absence without pay provided the employee assumes responsibility for premium payments.

SECTION 57.4 If the employee fails to return to work after the medical leave of absence without pay has been exhausted, his/her employment may be terminated.

ARTICLE 58
INOCULATIONS

SECTION 58.1 Employees of the City who are exposed to increased risks of Hepatitis-B, as result of their duty requirements, may receive at City expense, appropriate inoculations for protection against this disease. This service must be approved by the Personnel Director or his/her designee based on reasonable medical evidence. This service will be performed by a physician hired by the City, by the Wood County Health Department, or by the employee's family physician, if that person is more readily available. The cost of the inoculation will be paid directly by the City to the medical care provider. Inoculations are voluntary and are provided for the protection of City employees.

SECTION 58.2 If an employee suffers a work-related injury, which is approved as a Workers' Compensation claim through the State of Ohio, and he/she requires either a tetanus or typhoid fever shot, and said shots are not authorized for payment through either the Bureau of Workers' Compensation or the City's insurance provider, then the City will pay for those inoculations also.

ARTICLE 59
MEDICAL EXAMINATION

SECTION 59.1 The City may require an employee returning from sick leave or injury leave to submit to a physical examination, pertaining to the injury or illness, by a doctor of the City's choosing at the City's expense when the City reasonably believes that the employee is physically unable to perform assigned duties. In the event that the employee's physician and the doctor chosen by the City are unable to agree that the employee is capable of performing the essential functions of his/her job classification, the two (2) doctors shall select a third doctor to examine the employee. The decision of the third doctor concerning the capability of the employee to perform the essential functions of the job shall be binding on the City, the Union, and the employee.

ARTICLE 60
ADDRESS NOTIFICATION

SECTION 60.1 It shall be the responsibility of each employee to keep the City informed of his/her current address and home telephone number. The City shall rely on this address and/or home telephone number for all notice requirements set forth in this agreement

SECTION 60.2 This Article does not mandate an employee to obtain telephone service.

ARTICLE 61. DIRECT DEPOSIT OF PAYROLL

Section 61.1 All employees must receive their paychecks by direct deposit, unless a written request for accommodation of religious beliefs is made to the Finance Director.

ARTICLE 62. INTERNAL REVENUE SERVICE SECTION 125 PLAN

Section 62.1 The City will administer an I.R.S. Section 125 Plan to allow a pre-tax deduction of the employee's share of premiums paid for medical and dental insurance or flexible spending accounts. Any administration fees assessed for participation in the medical reimbursement and/or the dependent care reimbursement programs shall be paid by the participating employees. To participate in the Section 125 plan, an employee must meet the conditions for eligibility of the insurance policy (ies) which provide the benefits, be responsible for paying all or part of the applicable premiums/contributions, and complete and file the necessary forms with the City.

ARTICLE 63. REBUTTABLE PRESUMPTION

Section 63.1 Effective July 1, 2005, the Bowling Green Municipal Employees Association acknowledges the Rebuttable Presumption contained in Section 4123.54 of the Ohio Revised Code as it relates to post-accident drug/alcohol testing.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have agreed hereto and have set their hands this 18th day of August, 2014, as to the Bowling Green Municipal Employees Association and this 18th day of August, 2014, as to the City of Bowling Green.

ON BEHALF OF THE BOWLING GREEN MUNICIPAL EMPLOYEES ASSOCIATION

Matthew Gerdeman
President

James Blair III

Matthew Haney

ON BEHALF OF THE CITY OF BOWLING GREEN

John S. Fawcett
Municipal Administrator

Brian O'Connell
Utilities Director

Barbara Ford
Personnel Director

Brian Bushong
Finance Director

Memorandum of Understanding

Modification to Article 29 - BGMEA

MEDICAL AND DENTAL: Effective for the 2017 group medical and dental plan year enrollment/premiums will be based on the following tiers: single; single plus spouse; single plus child(ren); and family. Employees must pay ten percent (10%) of the City's total monthly premium cost for both group medical and for single dental insurance. (Currently a two tier system is outlined in the union contract. The two tiers are single and family.)

Dependent Dental Coverage: Employees must pay the entire monthly premium for any eligible dependents.

MEDICAL COVERAGE ONLY: In addition to the 10% contribution specified above for group medical, employees will also pay the following each pay period. The deductions outlined below are based on not only employee base salary, but also group medical enrollment (single, single/spouse, single/children, family.)

2017	Family	Employee/ Spouse	Employee/ Child(ren)	Single
Below $37,132	$ 0	$ 0	$ 0	$ 0
Above $37,132	$ 17.75	$ 11.83	$ 10.65	$ 7.00
Above $53,575	$ 25.00	$ 16.67	$ 15.00	$ 10.00
Above $68,959	$ 32.75	$ 21.83	$ 19.65	$ 13.00

Payroll deductions will start the first pay in December 2016. Payment to be taken via payroll deduction.

All other Sections of Article 29 of the collective bargaining agreement remain as previously agreed.

For the Union:

For the City:

Date: 10-20-16