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AGREEMENT BETWEEN
THE CITY OF CUYAHOGA FALLS, OHIO

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES

OHIO COUNCIL 8

LOCAL NO. 2662.

AFL-CIO

Effective November 1, 2011 through December 31, 2013

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PREAMBLE

The following Collective Bargaining Agreement between the City of Cuyahoga Falls, Ohio (hereinafter referred to as the "City") and Ohio Council 8, and Local 2662 both of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") is recorded in written form to meet the requirements set forth in Section 4117.09 (A) of the Ohio Revised Code, which requires the execution of a written contract incorporating any agreement reached. This Agreement is designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the City and to encourage more efficient and progressive service in the public interest. The parties hereby agree as follows:

Article 1. Purpose

The objectives of this Agreement are as follows:

1. To achieve and maintain a satisfactory and stabilized employer-employee relationship and improved work performance.
2. To attract and retain qualified bargaining unit members.
3. To provide an opportunity for the Union and the City to negotiate over wages, hours and conditions of employment, as provided herein, it being understood that this Agreement pertains only to employees within the bargaining unit defined herein.

Article 2. Recognition

Local No. 2662, American Federation of State, County, and Municipal Employees, AFL-CIO, Cuyahoga Falls, and Ohio Council 8 American Federation of State, County, and Municipal Employees, AFL-CIO are hereby recognized as the sole and exclusive bargaining agent and representative for the purpose of collective bargaining as provided in Article 3 for the unit consisting of City employees having Classifications and Titles in "Appendix A," attached hereto, and excluding elected officers; unclassified appointed officials; management level employees; part-time employees (except for regular year-round part-time employees who hold positions which historically have been performed by bargaining unit members); seasonal and casual employees; administrative employees on the Mayor's staff; employees represented by other recognized bargaining units; and all other employees covered by any of the exemptions stated in R.C. Section 4117.01(C).

Article 3. Subject Matter of Negotiations

Any and all matters relating to:

1. Wages and fringe benefits

2. Hours of work
3. Conditions of employment

Union and the City acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. However, by written mutual consent of Union and the City, the covenants of this paragraph may be waived for negotiations on any Article or subject.

Article 4. Management Rights

The City reserves all of its rights and powers except as specifically limited or modified by other terms of this contract. It is further mutually agreed between the Union and the City that, except as specifically otherwise provided elsewhere in this Agreement, the following are some but not all of the subjects which are the sole responsibility of the City and thereby excluded from bargaining:

1. The work to be performed by the employee within his classification.
2. Procedure in which the work is to be performed.
3. The machines and equipment necessary to perform the work.
4. Appropriation of money funds for each department and division.
5. The organization structure of the departments and divisions.
6. Selection of supervisors and promotions.
7. The need for overtime work or the need for increasing or decreasing the complement of employees.
8. Employment standards and the selection of new employees.
9. Establishing reasonable work rules, provided however, that prior to posting work rules, the Union President and the steward of the affected department or division shall be furnished a copy of any and all proposed work rules not less than ten (10) working days prior to posting. Within five (5) working days of receipt of such work rule and/or policy, the Union may request to meet and confer with the Service Director or her designee regarding any such work rule or policy prior to its implementation. Work

rules shall not become effective until posted on the City bulletin boards used by employees to whom the rule applies for a period of ten (10) working days. Time requirements under this paragraph may be shortened upon the mutual agreement of the City and the Union. All written work rules, policies and procedures shall be made available to any employee within five (5) working days of making a request therefor with the Director of Human Resources.

Article 5. Non-Discrimination

A. It is agreed that any employee, excepting those excluded, has the right to join the Union for mutual aid or protection and to bargain collectively. Employees also have the right to refrain from being Union members.

B. The Union shall not indulge in restrictions or practices which deny membership to employees of the City of Cuyahoga Falls, Ohio, because of age, race, color, creed, sex (including sexual harassment) or national origin.

C. It is further agreed that there shall be no discrimination among employees by the Union or the City by virtue of the employee's lawful participation or non-participation in "Union Affairs."

D. The parties agree that the provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, pursuant to applicable laws, sex (including sexual harassment), marital status, race, color, creed, national origin, union affiliation, religious affiliation and political affiliation. Further, the parties shall not unlawfully discriminate on the basis of physical handicap in applying the provisions of this Agreement.

E. All references to employees in this Agreement designate both sexes and whenever the male gender is used it shall be construed to include male and female employees.

Article 6. Union Security

SECTION 1. REPRESENTATION:

A. *Selection of Stewards*

For the purpose of this Agreement, the Union may select a maximum of ten (10) stewards and ten (10) alternate stewards to represent the following corresponding divisions or departments:

Division or Department	Representatives
Park & Recreation, Field, Park & Recreation Offices	1 steward 1 alternate steward
Street	1 steward 1 alternate steward
Sanitation	1 steward

	1 alternate steward
Utility Billing, , Information	
Technology Services, Income Tax,	1 steward
Human Resources, Finance	1 alternate steward
Police, Fire, Building & Zoning, Engineering,	1 steward
Community Development	1 alternate steward
Building & Grounds Maintenance	1 steward
	1 alternate steward
Garage	1 steward
	1 alternate steward
Water Stockroom	1 steward
	1 alternate steward
Water Treatment	1 steward
	1 alternate steward
Other	Chief Steward
	1 alternate steward

The Union reserves the right to reorganize the above steward structure, but not the number of stewards, upon thirty (30) days prior notice to the City.

SECTION 2. NOTIFICATION OF STEWARD

The Union shall notify the City of the current list of stewards by submitting a list to the Service Director as indicated in Section 1 above, and shall be kept current at all times. No more than two (2) employees from any one (1) division shall serve as stewards and/or alternate stewards from any division except for the Water Division.

However, if it becomes necessary to increase the number of stewards in any department or division due to the enlargement of any said department or division and thereby necessitating a second or third shift being added, then the City and the Union shall meet to resolve the question of increasing the number of stewards.

Commission and Board Meetings: When an employee requests Union representation at Civil Service Commission or Parks and Recreation Board Meetings, the City's advocate shall not object to the appearance and participation of a Union representative on the employee's behalf.

SECTION 3. STEWARD COMPENSATION AND TIME OFF

The stewards shall request from his supervisor permission for time off to process grievances.

The stewards shall receive compensation at their prevailing rate of pay for such time when their attendance is approved in advance by the City, and such compensation shall be paid only to the extent that time spent is approved by the City.

The stewards shall cooperate with the City in keeping time off their work assignments to reasonable periods. They shall not unduly interfere with the work

assignments of other employees or the stewards, and the City shall not arbitrarily or capriciously deny stewards necessary time off to represent members.

SECTION 4. UNION OFFICIALS' TIME OFF

The President of Local No. 2662 and the Chairman of the Grievance Committee, or their designees, shall be permitted a reasonable amount of time off with pay to carry out the duties of their office, providing it does not interfere with their or other employees' work assignments, and providing they obtain approval of the Service Director, or his designated representative, which cannot be withheld for arbitrary or capricious reasons. Said officials shall record time off to City supervisory persons designated by the City.

SECTION 5. VISITATION OF UNION OFFICIALS

Accredited representatives of the Union, including staff representatives, shall have access to the working areas and all City facilities of its members during working hours, providing their activities do not interfere with performance of work, and providing that prior approval has been obtained from the Mayor, Service Director, or their designated representative. Such permission shall not be arbitrarily or capriciously denied.

SECTION 6. FAIR SHARE FEE

A. Membership in the Union shall be voluntary. However, all current bargaining unit employees who are not members or who drop their membership shall pay a fair share fee to the Union, as authorized by Ohio statute. Likewise, employees hired during the term of this Agreement who choose not to join the Union shall pay a fair share fee to the Union as authorized by Ohio statute beginning after 60 days from their date of hire.

B. The City agrees to deduct initiation fees, assessments and dues once each month from the pay of bargaining unit employees who have authorized same, in accordance with law. However, the Union shall undertake all efforts to keep changes in the deduction of dues, fees, and assessments to a minimum.

C. The City shall notify each new employee at the time of hire of their right to join the Union, or their obligation as a condition of employment to payment of a Fair Share Fee as indicated above, and to provide such employee with an authorization card as provided by the Union.

D. All bargaining unit employees who do not become members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment.

E. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

F. The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

G. Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The Employer shall annually provide the Union with an alphabetical list of the names, social security number and address of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

H. The Union warrants and guarantees to the Employer that no provision of this Article violates the Constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 7. TELEPHONES - CONFERENCES - CONVENTIONS

A. While authorized to be on City premises, Union representatives and officers may, with permission, use City telephones at Union expense (for long distance) to conduct Union business, provided that such use does not interfere with use of telephones for City business.

Union representatives and officers may further use the City's internal and electronic mail system to communicate with City and Union officials regarding grievances, labor-management meetings, etc. Said internal and electronic mail system shall not be used for member-to-member communications. Any use of said system other than expressly authorized pursuant to this Section shall result in the immediate termination of the Union's privilege of using the internal system.

B. Delegates or alternates elected by the Union shall, unless their absence cannot be excused due to an emergency declared by the Director of Public Service, be granted paid time off to perform their union functions such as attendance at Union conventions and State AFSCME meetings. This section shall not obligate the City to grant more than a total of fifty-six (56) hours of paid time off to the bargaining unit as a whole in each calendar year to be divided among bargaining officials as the bargaining unit sees fit. However the Director of Public Service may, at her sole discretion, grant additional time off, which additional time off shall be without pay. Union officials shall request union use days at least two (2) weeks in advance of their occurrence. The City may permit, at the City's discretion, Union representatives to attend trainings, seminars, conferences, or conventions that require the attendance of more than one (1) Union representative.

SECTION 8. POSTING

All Civil Service examination bulletins, open and promotional, shall be posted on bulletin boards in all city departments, divisions, units, or installations, and a copy of same sent to the President of the Union.

Posting shall remain for a period of two (2) weeks prior to examinations except that the City shall not be responsible for the non-authorized removal of any such examination notices,

SECTION 9. PERSONNEL FILE ACCESS

The City agrees to provide the Union President or his designee access during working hours, to all employee records and personnel files as "public records" in order to process complaints, grievances, civil service appeals, etc. Access shall be given for parts of such file considered confidential under federal, state or local laws only if the employee expressly waives in writing any confidentiality rights he may have.

Article 7. Seniority and Work Assignments

A. 1. Seniority within the division shall be the determining factor in scheduling of regular shift preference (provided the employee is qualified for the job) unless the City and the Union agree otherwise. In the event that a department/division has subdivisions, as in the Water Division (i.e. Water Treatment, Water Stockroom and Sewer) seniority within the subdivision shall be the determining factor in scheduling of regular shift preference.

Seniority within the classification shall also be the determining factor in semi-annual Street Division position assignments and in annual position assignments in other departments or divisions where such assignments are made, provided the employee is qualified for the job. ("Position Assignments" refer to assignment to a specific job within a classification.) Specific day-to-day work assignments shall be at the discretion of the City. For the purpose of this paragraph, "regular shift" does not include temporary, periodic changes in the hours worked by the Paint Crew for safety reasons when the crew is performing pavement striping duties in high volume traffic areas as agreed by the parties consistent with past practice.

2. Whenever a position assignment becomes vacant within a department or division, the parties shall endeavor to facilitate reassignments based on seniority so long as the number and frequency of changes does not adversely affect the operational efficiency of the department or division. Such reassignments shall not be unreasonably denied.

B. A member who is unable to work because of a service connected sickness, injury, or disability or who is suspended, or on official leave status of any kind, paid or unpaid, other than retirement, shall continue to accumulate seniority during any such period.

C. Seniority list shall be brought up to date by the City each year as of January 1, and shall be posted on bulletin boards not later than January 15 with a copy forwarded to the President of Local No. 2662. They shall show the employee's name, title, rates of pay, and date of hire and appointment within classification and in order of seniority within divisions.

D. If a seniority tie exists under paragraph A or C, then department/division seniority shall apply; if a tie still exists, then City-wide seniority shall apply; if a tie continues, a coin toss shall determine seniority.

E. Supervisory and Other Non-Unit Personnel. Supervisory personnel shall not perform work and/or operate equipment of bargaining unit unless the employees

are unavailable to perform said work or in a case of emergency as determined by the work situation that requires immediate attention. However, notwithstanding this Section, supervisors can open and close buildings and supervisors who already are at the worksite, can perform bargaining unit work if no bargaining unit member is available at the worksite and the work can be completed in 30 minutes or less.

Non-supervisory, non-bargaining unit personnel shall not be regularly assigned to perform bargaining unit work, except that such employees may perform bargaining unit work in emergencies and, to the extent consistent with past practice, in non-emergency situations.

For purposes of this Section, "bargaining unit work" shall not include work historically performed by supervisors or by other non-bargaining unit personnel.

F. Seniority. City seniority shall be defined as continuous service with the City since the employee's most recent date of hire. Department/division seniority shall be defined as continuous service in a bargaining unit classification, as defined in Article 2, within the department or division since his most recent date of assignment to the department or division. Classification seniority shall be defined as continuous service in the classification since the employee's most recent date of appointment to the classification. In the event there is a tie in seniority dates, then seniority shall be determined by the flip of a coin. Unless otherwise specified, "seniority" in this Agreement shall mean "City seniority."

G. Probationary Period. The probationary period for new employees shall be 365 days. The City reserves the absolute right to discipline or discharge an employee for any reason during or at the end of this probationary period. At the end of the probationary period, the City shall either (1) terminate the employee; or (2) retain the employee as a "regular employee."

Shift position assignments may be made without limitation during the employee's probationary period. Thereafter, such assignments must be made in accordance with the Agreement.

H. Negotiations. In departments/divisions where the City determines it is feasible, members of the negotiating committee for the Union who are working other than first shift shall receive paid Union time off for the shift either immediately prior to or following the scheduled negotiating session, subject to weather conditions as determined by the City. In departments/divisions where the City determines that paid Union time off as provided in this section is not feasible, members of the negotiating committee for the Union shall have super-seniority (departmental/divisional seniority list) in shift preference during negotiations. Union time off or super-seniority can be utilized upon the opening of negotiations through the proofreading and/or signing of the successor agreement. The Union shall forward a list of the negotiating committee members to the City prior to opening up negotiations.

I. Regular Part-Time Employees. Regular part-time employees as defined in Article 2 of this collective bargaining agreement hired after the date of the signing of this agreement shall be appointed only to the position of Laborer.

Article 8. Saving Clause

If any article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal, the remainder of this Agreement and addendums shall not be affected and shall remain in full force and effect for the contract term.

Within thirty (30) days of the date on which a Section is held invalid either party may demand that the City and Union meet to negotiate a lawful alternative to the invalidated provision, and thereafter the Union and City shall meet and attempt to reach agreement.

Article 9. Temporary Transfers

A. An employee who has been temporarily assigned to work above his classification and has obtained forty (40) hours experience in that particular classification to which the employee is temporarily assigned, shall at any and all times thereafter be paid the rate of such higher classification during the period of said temporary assignment. For purposes of this article, a "temporary assignment" means an assignment to the regular duties of the higher classification that would normally be performed during the period of the assignment. The parties understand that certain tasks, such as answering office telephones, may be performed by any person at the direction of a supervisor without triggering any entitlement to out-of-classification pay.

For pay purposes, an employee temporarily assigned to a higher classification pursuant to paragraph 9(A) shall be placed in the next highest pay grade in said classification, which results in an increase in the employee's hourly rate.

Said pay rate shall be no less than a five percent (5%) increase of the employee's base rate. But in no event to exceed the highest step in said classification.

B. Employees temporarily assigned to work below their classification or pay rate, except assignments made due to an employee's physical impairment shall receive their regular rate of pay.

Article 10. Bulletin Boards, Lunch Rooms, and Time Clocks

A. *Bulletin Boards.* The City shall furnish bulletin board space (either a separate board or separate space on a board) for the Union at all City facilities, work reporting locations and installations, which may be used for the following notices approved by the Union:

1. Recreational and social affairs of the Union
2. Union meeting notices
3. Union nominations and elections
4. Reports of Union committees
5. Rulings of policies of the International Union, Ohio Council No. 8 or Local 2662, AFSCME

6. Union newsletters, newspapers and periodicals.

Notices and announcements shall not contain anything political, including boycotts, nor anything reflecting upon the City or any of its employees.

Upon request of the City, the Union will immediately remove any notice or other writing that violates these provisions.

B. *Lunch Rooms.* City shall continue to provide clean and heated lunchrooms in those departments/divisions currently provided. Employees shall keep such lunchrooms clean.

C. *Time Clocks.* The City will maintain one or more time clocks in buildings where more than five bargaining unit employees report. All unit employees will be required to punch a time clock.

D. *Breaks.* Employees assigned to mobile work crews distant from the Service Complex are permitted to be absent from the worksite for not more than one (1) hour, portal to portal, to eat lunch. Employees who obtain their supervisor's prior approval will be excused from punching time clocks at the beginning and end of the lunch period. All other breaks must be taken at the worksite unless, due to extreme weather or other conditions, the supervisor expressly allows such breaks to be taken elsewhere. Supervisors shall not refuse to allow employees to take breaks away from the worksite where to take such breaks would not result in additional lost productive time. Subject to the requirements necessary for operational efficiency, the City will undertake its best efforts to provide a lunch period as close to the middle of the shift as practical, or at such other times as agreed by the parties.

Article 11. No Strike No Lockout

A. *No Strike* – It is understood and agreed that the services performed by employees included in this Agreement are essential to the public's health, safety, and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone or engage in any strike, work stoppage or other action at any time during the term of this Agreement, which will interfere with the operation of the municipal departments and divisions. In the event of a violation of this section, the Union agrees to take all steps necessary with the employees concerned, including but not limited to letters, bulletins, telegrams, and employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this Section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed.

B. *Strike Defined* – "Strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment.

C. *No Lockout* – The City will not lock out or otherwise prevent employees from performing their regularly assigned duties where an object thereof is to bring

pressure on the employees or an employee organization to compromise or capitulate to the employer's terms regarding a labor relations dispute.

D. Penalties – In the event of a strike or lockout, the City and Union may invoke all penalties authorized by law.

Article 12. Waiver in Case of Emergency

In cases of circumstances beyond the control of the City, such as an act of God, riot, flood, civil disorder and other similar acts, but excluding strikes and other similar work stoppage acts on the part of other City employees, the following conditions of this Agreement shall be automatically suspended without recourse from the Union, upon declaration of said emergency by the Mayor:

1. Time limits for City replies on grievances;
2. Limitations on distribution of work assignments;
3. Limitations on distribution of overtime;
4. In addition, and notwithstanding other Articles of this Agreement, City reserves the right, during any such emergency to assign employees to work without regard to their employment classifications.
5. Time limits for filing of Union grievances or appeals therefrom.

Article 13. Grievance Procedures

A. Definitions

1. A grievance is a dispute between the Union and City, or an employee or group of employees as to the interpretation, application or violation of any terms or provisions of this Agreement.

2. Working days are Monday through Friday.

3. Grievant means the person or persons or Union who file a grievance.

4. Employees shall attempt to resolve any controversies, differences or disputes with their immediate supervisor before proceeding with the subsequent steps governing grievance procedures.

B. Steps in Procedure

Step 1. A formal written grievance must be presented to the grievant's department/division head within five (5) working days after the employee knew or reasonably should have known of the occurrence leading to the grievance. The department/division head or his designee shall confer with the supervisor, the grievant and the Union steward before making a determination in the matter. The decision shall be reduced to writing by the department/division head and submitted to the grievant and the Union within five (5) working days from this conference with the grievant, but in no event longer than seven (7) working days from his receipt of appeal to the department/division head. If the grievant or the Union does not invoke Step 2 of this procedure within seven (7) working days after the herein required

answer of the department/division head said alleged grievance shall be considered satisfactorily resolved.

Step 2. The Union may appeal in writing within seven (7) working days after receipt of the written decision in Step 1 to the grievant's Department Director or his designated agent, who shall confer with the City, the grievant and the Union within seven (7) working days of receipt of the appeal. The Department Director or his designee will notify the grievant and the Union of his decision in writing within seven (7) working days from hearing the appeal. If grievant or the Union does not invoke Step 3 of this procedure within seven (7) working days after the herein required answer of the Department Director or his designated agent, said alleged grievance shall be considered satisfactorily resolved.

Step 3. The Union may appeal further in writing within seven (7) working days after receipt of the written answer in Step 2. Within ten (10) working days from receipt of the appeal, the Mayor, at his option, may waive his right to hear the appeal or may confer with the grievant, the Union and City. If the Mayor (or his representative) hears the appeal, he shall within ten (10) working days of the meeting notify the grievant, the Union and City of his decision in writing.

Step 4. Except as provided in Article 18, the Union may appeal further in writing within twenty (20) working days after receipt of the written answer in Step 3 to binding arbitration. Once the Union has notified the City of its intention to arbitrate a particular grievance, either party may, within ten (10) working days, request that the grievance be mediated rather than appealed by the Union directly to arbitration. The parties may mutually agree not to mediate a particular grievance and in such a case, paragraph b "Binding Arbitration" shall apply.

In the event that, at any step of the grievance procedure, a city representative is designated to hear the grievance and that representative has presided over an earlier step, at the Union's request, the grievance will move to the next higher step in the procedure.

a. Grievance Mediation

The party requesting grievance mediation shall contact the Federal Mediation and Conciliation Service and thereafter the parties shall select a mediator in accordance with A.A.A. rules and procedures.

Each party may have up to four (4) representatives as participants in the mediation effort. Persons representing the parties will be vested with full authority to resolve the issues being considered.

The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. No oaths will be administered and no verbatim record of the proceeding will be taken. The formal evidence rules will not be applied. The mediator may employ all of the techniques commonly associated with mediation including private caucuses with the parties. Written materials presented to the mediator will be returned to the party at the conclusion of the mediation meeting.

Mediation efforts will be informal in nature and will not include written opinions or recommendations from the mediator. In the event the Union appeals to binding arbitration a grievance that has been mediated, there will be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in mediation conference may be used against it in arbitration.

At the mediation conference, the mediator will first seek to help the parties in reaching a mutually satisfactory settlement of the grievance that is within the parameters of the collective bargaining agreement. If the Union and the City reach a settlement, the parties will enter into a settlement agreement at the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.

If a grievance remains unresolved at the end of the mediation session, the mediator will provide an advisory opinion about how the grievance is likely to be decided if it is presented at arbitration. This opinion is not binding and is inadmissible in the subsequent arbitration proceeding.

Either party may within ten (10) working days of its receipt reject the advisory opinion of the mediator.

The dates, time and place of a mediation session will be determined by mutual agreement of the parties. Each party will designate a representative responsible for scheduling mediation sessions.

The parties will share fees and expenses for grievance mediation equally.

b. Binding Arbitration

When the Union has appealed in writing to binding arbitration and neither party has requested grievance mediation, or if either party rejects the advisory opinion of the mediator, then the Union shall contact the Federal Mediation and Conciliation Service and thereafter the parties shall select an arbitrator in accordance with A.A.A. rules and procedures. Arbitration proceedings shall be conducted thereafter in accordance with A.A.A. rules.

The arbitrator's decision shall be strictly confined to interpretation of this contract and the arbitrator shall have no authority to add, change, or modify this contract. The decision shall be issued in writing pursuant to A.A.A. rules. This decision shall be final, conclusive and binding on the Union, the City and the grievant.

The City and Union shall share equally all of the arbitrator's fees incurred in connection with Step 4 arbitration proceedings.

C. Exclusivity

This grievance procedure is the exclusive method of settling or adjudicating disputes within its scope and, as to such matters, supersedes any and all civil service and court procedures which otherwise might be available.

D. Waiver and Settlement

Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances, and any grievance which is not appealed to the next step of the grievance procedure within the applicable time specified herein shall be considered withdrawn and shall not be subject to further discussion or appeal. The grievant and the Union shall be deemed to have waived their rights with respect to all matters within the scope of such grievance, but withdrawal of the grievance because of the failure to timely pursue it shall not be considered a binding precedent against the Union if any similar issues arise in the future. If the City fails to meet time limits established by this procedure, then the grievance may be appealed to the next step. This grievance procedure is the exclusive method for resolving disputes within its scope.

E. Time limitations in the grievance procedure may be extended by mutual agreement with the Union. However, the extension must be for a definite period of time and must be in writing and signed by both parties.

F. Grievance forms shall be provided by the Union in triplicate form. Copies of the forms shall be available through representatives and/or officers of the Union and made available to Management for employees.

G. At all steps of the grievance procedure, the Union may designate no more than 2 union representatives to attend. This does not however prohibit an AFSCME Ohio Council 8 staff member and the local AFSCME president from being present at any step of the grievance procedure.

H. When employees are required to appear at arbitration hearings during their regularly scheduled work hours, they shall be released from work without loss of pay for time spent at the hearing. No employee shall be paid under this provision except for time during which the employee otherwise would have been scheduled to work; for example, an employee who leaves work for the hearing two (2) hours between the end of his regular shift and who remains at the hearing for three (3) hours shall be entitled to two (2) hours' pay. The parties shall try to schedule their witnesses to avoid unnecessarily causing an employee to miss work.

I. The Union or official representative of the Union shall have the right to initiate and file a policy and/or group grievance which affects all or a substantial group of employees, by filing any such grievance in accordance with the grievance procedure but with the management personnel where the policy originated within five (5) working days after its occurrence and in turn the City may accelerate the grievance process to any higher steps by designating such in its answer.

J. The Union has the right to represent the bargaining unit member in processing grievances.

Article 14. Labor-Management Committee

A. In the interest of sound relations, a joint committee of no less than six (6) nor more than eight (8) members, half of whom shall be from City and half of whom shall be from the Union, will convene at a time agreed upon by Union and City, upon request by either party, for the purpose of discussing subjects of concern. It

shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Either City or the Union may request that a representative of the Finance Department participate in a scheduled Labor-Management Committee meeting.

- B. Furthermore, said Committee shall deal with the following four (4) items:
1. Work to be performed by employees within classification.
 2. The machines and equipment necessary to perform the work (must be classified within thirty (30) days).
 3. The work to be performed or abuse of any incentive programs.
 4. Other issues pertaining to the solution of common problems in the mutual interest of the parties.

Said items shall be heard by the Committee within two (2) weeks after application for a hearing by either City or Union. The Committee shall try to resolve said misunderstanding and if no agreement can be reached by either City or Union, then said Committee shall take said misunderstanding in regards to the above items under consideration and render a decision within two (2) weeks from the time the problem was submitted to said Committee. The decision of said committee shall then be forwarded to the Mayor, so that he may determine a solution to said problem.

The parties endorse the concept of improving efficiency and productivity through employee input and involvement.

Article 15. Amendments

SECTION 1. AMENDMENTS

Amendments or supplements to this Agreement may be proposed by either the City or the Union, through its Staff Representative by giving thirty (30) days' notice to either party of said Article(s), Section(s), that are proposed to be amended or supplemented.

Upon mutual agreement of both parties, negotiations shall be entered into during the above thirty (30) day period to consider any said amendments or supplements.

SECTION 2. INCORPORATING

Any amendments or supplements agreed to between the parties shall be incorporated by reference and made part of this Agreement as though fully written herein, and copies filed with the Office of the Mayor, Director of Law, Finance Director, Service Director, City Council, Civil Service Commission, S.E.R.B., and any other departments/divisions affected by such action. Any such provisions shall expire under the provisions of Article 39, "Term of Agreement." All amendments and supplements to which the parties agree shall be reduced to writing and signed by the Staff Representative, President of Local 2662, or his designee and the Mayor or his designee. Any and all other written or oral amendments or side agreements of any kind shall be null and void.

Article 16. Tour of Duty

"Tour of Duty" except for members in the Sanitation Division and the Water Treatment Plant, shall mean the normal working time required for an employee to perform his regularly assigned duties as the same shall have been established by City in order to accomplish the varying needs and requirements of the different departments and divisions of this bargaining unit. Normal work day, except for those working an incentive program, flex time or as otherwise agreed by the parties or provided herein, shall be eight (8) hours per day and for members assigned to classifications providing direct customer contact the work day shall be scheduled by the City between the hours of 6:00 a.m. and 7:00 p.m., provided that the City shall provide written notice to the Union prior to implementation of such schedules and within ten (10) working days of such notice, on request of the Union, the parties shall meet to discuss the implementation of such schedules. The normal work week, unless otherwise provided herein or by mutual agreement of the parties, shall be forty (40) hours per week. Except as otherwise provided in this agreement or by the mutual agreement of the parties or for members working in classifications historically assigned otherwise, the normal work week shall be Monday through Friday.

A. SANITATION DIVISION

Sanitation Division employees shall perform their duties on an incentive program as outlined to them by the head of this division.

B. WATER DIVISION

The "Tour of Duty" for those employees of the Water Division who are assigned to the Water Treatment Plant will be that tour of duty posted on the bulletin board in the Water Treatment Plant.

C. WATER TREATMENT PLANT MANAGER

The Water Treatment Plant Manager will not operate the Water Treatment Plant unless the employees are unavailable to perform said work or in case of emergency as determined by the work situation that requires immediate attention.

D. FILL-IN OPERATOR

His tour of duty is ordinarily day shift, but he will work in case of sickness, vacation, or any other causes on the shift that he is needed. He will take his time off in the pay period that he works so not to exceed eighty (80) hours per pay period.

E. When employees are assigned the duties of the Water Treatment Plant Manager or Water Utilities Supervisor in the Water Stock Room, they shall be paid a five percent (5%) increase beginning on the first day of their assignment.

F. During the term of this agreement, the parties agree to experiment with the use of flex-time on a department/division-wide or individual basis. The establishment of any flex-time work schedule shall be at the discretion of management and with the agreement of the participants and the Union. Any flex-time work schedule established under this provision shall be reviewed and approved by the Labor-

Management Committee before it goes into affect and it shall be reviewed periodically thereafter by members of the Labor-Management Committee to insure that it is meeting the goal of improved service to the public while protecting the interests of bargaining unit members. Either party may terminate any flex-time work schedule established under this Article upon adequate notice to the other party.

Article 17. Safety Program

A. There shall be a Safety Committee consisting of two (2) members from City and two (2) members from Union. The Committee shall meet to update and review the present safety program, and to consider claimed safety or health problems, not less than every ninety (90) days; with no loss of pay or benefits to any Union participants. The Committee may determine to conduct an inspection in connection with its consideration of claimed safety or health problems.

B. Safety is a mutual concern to the City and the Union. Therefore the parties will encourage employees to observe all safety rules and practices necessary to maintain a safe and healthy workplace.

C. All employees shall promptly report any unsafe conditions to their supervisors. If any employee believes a job and/or vehicle is hazardous to his health and safety, or the health and safety of other employees or the public, he may request that his Union representative be called to discuss the matter with his immediate supervisor. The City shall promptly call the representative to attempt to resolve this matter.

D. All employees who are injured or who are involved in an accident during the course of their employment shall file an accident report on a form furnished by the City. No matter how slight the incident, all such injuries should be reported to the employee's immediate supervisor and any necessary medical attention shall be arranged by the City. The supervisor shall provide assistance to employees in filling out all necessary forms when requested. The employee shall be furnished a copy of any and all accident reports filed by the employee.

E. Employees are responsible for observing safety rules and regulations and for performing their jobs in a safe manner so as to avoid injury to themselves and other persons.

F. Within thirty (30) days of the execution of this Agreement, the parties shall forward the names of their respective safety representatives to the other party. All names of Safety Committee representatives shall be kept current.

G. Notwithstanding the provisions of this article, the parties may address safety issues at Labor Management meetings.

Article 18. Disciplinary Procedures

A. The City will not suspend a bargaining unit member without pay for more than three (3) days, discharge a bargaining unit member, or implement a disciplinary reduction in pay or position without just cause. All matters of discipline which include a recommendation of a suspension or termination shall be heard in the first

instance by the Mayor. Disciplinary actions resulting in lost wages of three (3) days or less may be appealed to Step 3 of the grievance procedure. These matters shall not be taken to arbitration or grievance mediation. If a member wishes to appeal the Mayor's decision on a disciplinary action resulting in lost wages of more than three (3) days the Union shall, within 30 days of the Mayor's decision, proceed directly to Step 4 of the Grievance Procedure. At the Union's request the Law Director will meet with the Union to discuss any issues related to the discipline prior to the expiration of the 30 day period.

B. A bargaining unit member has the right to request Union representation at a disciplinary hearing, or an investigatory interview if there is a reasonable basis that the interview may lead to disciplinary action of that member. In the event the member does not request or refuses Union representation at a disciplinary hearing or investigatory interview, the Union has the right to be present to observe. The Union has the right to be present to observe when the City initiates an investigatory interview if there is a reasonable basis that the interview may lead to disciplinary action of any bargaining unit member.

C. Copies of written disciplinary actions shall be furnished to the Union President within twenty-four (24) hours.

D. Except as otherwise provided herein, the right to enforce this article in the contractual grievance procedure shall be in lieu of and shall supersede the right which otherwise would exist to pursue disciplinary matters through civil procedures.

E. The City agrees to practice progressive corrective discipline except in cases where the infraction requires more severe discipline.

F. Disciplinary actions which occurred more than two (2) years prior shall not be used to enhance or increase the degree of any current discipline. For the purpose of this provision the two (2) year period shall begin to run from the date the prior discipline was actually administered.

Article 19. Evaluation

The City may continue to evaluate non-probationary employees at least semi-annually. Employees shall receive a copy of all evaluations at the time they are evaluated and said evaluations must be reviewed jointly by the employee and the evaluator(s) before the evaluation becomes a permanent part of the employee's record. Negative evaluations shall be supported by written citations to specific examples to support the conclusion of the evaluator.

Article 20. Layoff and Recall

A. The City reserves the right to determine whether or not to lay off employees for lack of work, lack of funds, or the abolishment of jobs for reasons of economy and efficiency. However, whenever the City decides to reduce the number of employees, the City shall give the Union thirty (30) calendar days written notice of its intent to lay off, and shall, on request, meet with the Union thereafter to discuss

alternatives, if any, to the layoff. If, after considering any alternatives proposed by the Union, the City decides to implement a layoff, then the procedure outlined in this Section shall be followed. The City may determine the job classifications and the number of employees to be laid off.

B. Emergency, temporary, seasonal, student, casual, and part-time employees in affected classifications in affected departments/divisions shall be laid off before bargaining unit employees in the same classification in the same department/division. As among bargaining unit employees, the order of layoff within affected classifications in affected departments/divisions shall be: (1) initial hire provisional employees; (2) regular part-time employees; (3) regular full-time employees who have not completed their probationary period; (4) other regular full-time employees. Within each of these groups, layoffs will be in reverse order of seniority within each classification - that is, the last person hired into the classification shall be the first to be laid off. An employee who is laid off shall be allowed to bump laterally or downgrade to any vacancy for which he/she is qualified.

Absent such a vacancy, or by agreement of the City if no vacancy exists, the employee shall be allowed to exercise bumping rights as follows:

1. Bumping shall be limited to bargaining unit classifications listed in Appendix A, first in the department/division of layoff, then across city-wide departments/divisions.
2. Bumping shall be limited to lower or equal rated jobs for which the employee is qualified and which are in the employee's department/division, except that:
 - a) Any qualified employee may bump into a laborer job.
 - b) Administrative clerical and finance clerical employees may bump to any lower-rated administrative clerical or finance clerical job for which they are qualified.
 - c) A more senior laborer may bump a less senior laborer.
3. Classification seniority shall determine who is laid off within a classification. Department/division seniority shall determine whether an employee may bump into a lower or equal rated classification in his department/division in accordance with the above procedures. City seniority shall determine whether an employee may bump into a laborer job or into a job in another equal or lower rated job in another department/division for which he would be eligible under these procedures.
4. Departments/divisions for layoff purposes shall be:
 - a) Community Development
 - b) Grounds Maintenance

- c) Engineering
- d) Parks and Recreation
- e) City Garage
- f) Streets
- g) Water and Sewer
- h) Sanitation
- i) Building Maintenance
- j) Technical Services
- k) Utility Billing
- l) Income Tax
- m) Finance
- n) Data Processing
- o) Police
- p) Fire
- q) Electric
- r) Human Resources

C. City seniority shall be defined as continuous paid or approved unpaid service with the City since the employee's most recent date of hire. Department/division seniority shall be defined as continuous paid or approved unpaid service in the department/division since his most recent date of assignment to the department/division. Classification seniority shall be defined as continuous paid or approved unpaid service in the classification since the employee's most recent date of promotion to the classification. In the event there is a tie in seniority dates, then seniority shall be determined by the flip of a coin.

D. In the event an employee is laid off or not recalled in violation of this article, then the remedy shall be reinstatement with back wages less all interim earnings, including unemployment compensation and any other governmental benefit payments.

E. Each employee to be laid off shall be given advance notice of the layoff by the City. Such written notice shall be hand delivered to the employee at work or mailed, certified mail, to the last address on file with the City at least twenty-one (21) calendar days before each layoff. Each notice of layoff or displacement (bumping), shall contain the following information:

1. The date of layoff or displacement (bumping) becomes effective;
2. The employee's seniority date in the classification;

3. The right of such employee to appeal through the Grievance Procedure by filing a grievance at Step 2, and the time within which to file an appeal (ten(10) calendar days);
4. A statement advising the employee of the right to displace (bump) another employee and the length of time within which the employee may displace (bump) another employee will be seven (7) calendar days;
5. A statement advising the employee of the right to recall or re-employment.

F. The names of persons who have been laid off shall be placed on layoff lists by classification by the City, in order of seniority, in reverse order of procedure for layoff. Said layoff lists shall be maintained and any laid-off employee shall be eligible for recall/re-employment for two (2) years.

G. An employee on layoff will be given up to fourteen (14) calendar days notice of recall (from the date on which the City sends the recall notice to the employee) by certified mail to his/her last known address as shown on the City records, and in accordance with the provisions of Section D. An employee who cannot return because of reasons which would qualify for sick leave must so advise the City within the fourteen (14) calendar day period. The employee then shall be given an additional fourteen (14) calendar days to return if he/she reasonably can expect to return within that time. A laid off employee will be recalled to the first available job in his/her job classification series that he/she is qualified to perform in accordance with his/her seniority, except that the employee has no right to be recalled to a position with a higher rate than the position from which he was laid off. However, the City, in its sole discretion, may recall any employee to a position with a higher rate of pay than the position from which he was laid off. For the purpose of recall it shall be the employee's responsibility to have a current address on file with the City. An employee who fails to return within the specified period shall waive all future recall rights. However, if within the specified period, the employee notifies the City and establishes that sickness will prevent him from accepting the job, he may pass on the vacancy and stay on the recall list.

H. Recall lists shall be kept current by the City and posted on bulletin boards agreed to by the Union. The Union President shall be furnished and/or forwarded a copy of all recall lists, as they are made current by the City.

I. Any laid-off or displaced (bumped) employee, or an employee claiming failure to recall may file an appeal of such action with the City by filing a grievance through the Grievance Procedure starting at Step 2. Such appeal must be filed no later than fourteen (14) calendar days after mailing or personal delivery of said written notice of layoff or bumping. The right to appeal through the grievance procedure is in lieu of and shall supersede any right the employee otherwise would have to appeal to the Civil Service Commission or court.

J: Upon recall to any position in the city, the recalled employee shall have restored all accruals of sick leave, vacation and seniority in effect on the date of the layoff. If an employee returns to a different position, department, classification or

division, the employee's seniority will be determined pursuant to Article 7. An employee on layoff status shall have no greater right to receive cash benefits for accrued and unused vacation than if the employee were on active status. No employee on layoff status will be eligible for terminal cash out of any other benefit.

Article 21. Posting and Promotion

A. When the City decides to fill a vacancy in a bargaining unit classification, it promptly shall be posted for seven (7) working days on a bulletin board used by employees in each department/division. If employees within or without the department/division where the vacancy occurs want to be considered for promotion to vacancies while on leave, vacation or layoff, they shall file, with the department/division head in the department/division where the vacancy occurs, a bid for the jobs in which they are interested.

B. The job posting shall state:

1. Date of posting
2. Date and time of bid deadline
3. Maximum and minimum rate of pay
4. Shift hours
5. Regular work week
6. Experience and other requirements and qualifications
7. Title of job and department/division

C. Employees within or without the department/division where the vacancy occurs who wish to be considered for a vacancy must file a written bid with the department/division head in the department/division where the vacancy occurs within the established seven workday bid period.

D. When three (3) or more bargaining unit members bid on a vacant job and are willing to accept said vacancy, the vacancy shall be filled pursuant to the terms below. Employees who have bid on vacancy shall be selected according to qualifications, past performance, experience, and seniority. Order of consideration will be: full-time employees within the department/division; full-time employees outside the department/division; regular part-time employees within the department/division; regular part-time employees outside the department/division. The City agrees that, in implementing this paragraph, the evaluation process shall include a series of questions designed to test the job knowledge of the candidates. The City shall consult with the Union in determining appropriate subjects to be included in the evaluation process. Nothing herein shall be construed as prohibiting the City from asking other questions designed to test the qualifications, past performance, experience, and seniority of the candidates.

E. The qualifying or probationary period shall be up to 140 days. An employee who fails to qualify within 140 days shall move back to his prior

classification or prior job status. Also, the City may disqualify an employee in less than 140 days. Determination of whether an employee shall be disqualified shall be entirely at the discretion of the supervisor so long as he/she acts in good faith. An employee promoted or transferred to a new position may, at his/her request and with the approval of the City, be returned to his/her prior classification within 30 actual working days of the promotion or transfer.

F. The right to enforce this article in the contractual grievance procedure shall be in lieu of and shall supersede any right which otherwise might exist to pursue promotion matters through civil service or court procedures. For interdepartmental/interdivisional bids, the director of the appropriate department/division shall have the final say on disputes involving bids. Director shall be the Mayor and/or members of cabinet.

G. Where two or less employees bid on a vacancy within the City, City may, at its discretion, elect to fill such vacancy pursuant to civil service law. If, however, three or more employees within the City bid on a vacancy and are willing to accept said vacancy, the vacancy shall be filled pursuant to Paragraph "D" above.

H. Members advancing from one pay range to another shall be placed in that step of the new range, consistent with their years of service, which provides the member an increase in compensation over the member's compensation in the range from which he advanced closest to 5% but in no instance more than 7% unless Step A of the new range exceeds 7%, in which case the member shall be placed in Step A.

Article 22. Sick Leave and Other Leaves

SECTION 1. SICK LEAVE

A. All full-time employees of the City included in the bargaining unit shall be entitled for each completed month of service to sick leave of one and one-quarter work days (ten [10] hours) with pay. Employees may use sick leave upon approval of their department/ head or division head for absence due to illness or injury of the employee or employee's immediate family, or when through exposure to a contagious disease, the presence of an employee at his job would jeopardize the health of others.

Sick leave shall not be used for work related injuries.

Sick leave taken shall be deducted on an hour-for-hour basis from the employee's accumulated sick leave.

Sick leave shall be cumulative.

B. The City, in its discretion, may require that any employee requesting sick leave furnish or submit to any or all of the following before he shall be approved any request for sick leave.

1. A detailed statement from the employee specifying:
 - a) The exact nature of any claimed illness or injury.
 - b) The name, address and telephone number of any medical practitioner treating said illness or injury.

- c) The anticipated number of sick leave days required to treat said illness or injury.
2. A medical report from the members treating physician containing the information specified in (1) above.
3. That the member submits to a physical examination by a physician of the City's choice.

C. An employee who reports himself absent from his assigned duties due to sickness or injury shall not be permitted to engage in any other outside employment during the period of his absence, nor may he return to such outside employment until he returns to work or receives permission from the department/division head.

D. Should it be determined by proper medical authority that the employee will not be able to perform the essential functions of their position, the City has the right to require that employee to apply for disability retirement. In the event of a difference of opinion as to the employee's mental or physical status regarding their ability to perform the essential functions of their position between the employee's physician and the City's physician, the issue shall be submitted to a third physician selected by both parties specializing in occupational medicine, who's decision shall be final and binding. Fees and expenses of this physician shall be paid by the City.

E. Upon retirement from active service with the City and with ten (10) or more years of service with the City, the employee shall be paid in cash for one hundred percent (100%) of the value of his accrued but unused sick leave credit up to a maximum of nine hundred sixty (960) hours. Such payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee. An employee who has qualified for a service pension under the rules from the Public Employees' Retirement System by reason of age and length of service, and has accumulated a sick leave balance of nine hundred sixty (960) hours or more, may elect to cash out accrued sick time in three (3) consecutive, equal and annual payments of up to three hundred twenty (320) hours during the final three (3) years of employment with the City. These payments shall be based on the employee's rate of pay at the time of each payment. The eligible employee must notify the department/division head and the Director of Finance of this election at least thirty (30) days prior to the first distribution of funds. The third and last payment will not be distributed to the employee until the employee has separated his employment with the City. The City understands that incidents beyond an employee's control may occur that may prevent an employee from retiring as planned, and this in no way implies that an employee must retire. All hours paid under this provision shall be deducted from the payment of accrued sick leave as provided under this agreement. Any remaining sick leave credit may be used until the employee's retirement date at which time all remaining sick leave balance shall be deemed exhausted and no further sick leave payment will be allowed. Funds paid to the employee on an annual cash-out basis may be rolled over into an employee's

deferred compensation account as allowed by plan rule or paid in cash as requested by the employee.

F. Definition of immediate family, for purposes of this article, shall be spouse, children and employee's parents. At the City's sole discretion the definition of immediate family may be broadened due to unique and unusual circumstances. Any application of this provision will not constitute a past practice.

G. No employee shall receive sick leave during their first ninety (90) days of employment while on probation as a new employee. After completion of the ninety (90) days probation period employees who are retained by the City shall receive credit for the hours worked during the ninety (90) days of service toward their sick leave.

An employee who is discharged for cause and is rehired at some later date shall lose all of his prior sick leave and shall start to accumulate sick leave benefits as any other new employee. An employee who leaves the employment of the City for any reason other than being discharged shall receive credit for his unused sick leave accumulated during his prior service after he has completed ninety (90) days of his new employment.

H. An employee who is on layoff, disability leave or retirement, suspension, or leave of absence, shall not accrue sick leave credit for the time he is off the payroll.

I. When an employee is incapacitated and is unable to report for work, he (or, if he is unable to act personally, some other person acting on his behalf) shall notify by telephone or other means of communication, his supervisor (or, if the supervisor is not scheduled on duty before the employee's shift starts, another person designated by the City) before the start of his shift at a time designated by the department/division head on each day of absence, unless the employee is hospitalized, in which case daily call-in is not required. An employee will not be paid for days on which he fails to give timely notice.

J. In special and meritorious cases, sick leave may be extended if approved by the responsible department or division head, and the Service Director, but only if the employee has a minimum of five (5) years of service credit and at least forty-five (45) days sick leave credit at the beginning of his illness or injury. Such extensions of sick leave may be granted in whatever amounts the Service Director deems reasonable but in no case shall the extension of leave be greater than the amount of sick leave the employee has to his credit at the beginning of his illness or injury without authorization by ordinance of Council. Any such request for extension shall be made in writing by the department/division head and Service Director and shall have attached thereto a medical certificate or satisfactory affidavit.

K. Sick leave, by reason of death of an employee's family member, shall be granted as follows:

1. Spouse, or Child
or person for whom the employee
is *in loco parentis*Maximum of two (2) weeks

2. Parent, Parent-in-Law,
or person in loco parentis to the employee,
SiblingMaximum of five (5) days
3. Siblings-in-Law, Aunt, Uncle, Grandparents,
GrandchildrenMaximum of three (3) days
4. All other relativesMaximum of one (1) day

Employees may also elect to use any other form of leave, instead of sick leave, due to the death of a family members, subject to the terms and conditions for use of such leave as provided in this agreement.

For purposes of this agreement "*in loco parentis*" means that the person is in the lawful place of a parent and is charged, legally and factually, with a parent's rights, duties, and responsibilities.

Sick leave for illness in the immediate family shall be limited to a maximum of two weeks unless special permission for additional time is granted by the Service Director. The employee must provide satisfactory evidence of the need to use sick leave for death or illness in the immediate family.

An employee who returns to full-time employment after having been on leave of absence shall receive prior service credit immediately.

L. In the event an employee's principal residence is made unsafe for occupancy, uninhabitable, or destroyed due to a force of nature, fire, act of war, or act of terrorism, the employee shall, upon approval of the department/division head, which approval shall not be unreasonably withheld, be granted a maximum of 80 hours of sick leave use, to attend to the employee's family and other affairs resulting from the above-described occurrence.

(m) A regular full-time member with three or more years of service with a sick leave balance of at least 320 hours at the beginning of the calendar year for which this sick leave incentive program applies shall have the following options with regard to accumulated sick leave.

- (1) Allow the unused sick leave balance earned to accrue to the employee's sick leave balance.
- (2) Receive a cash benefit as follows by selling 40 hours of sick leave at the following rates based on the amount of sick leave used in the calendar year:

Sick Leave Used:	Rate of Sale of Sick Leave:
0 hours	40 hours at 100% of value
>0 up to and including 8 hours	40 hours at 75% of value
>8 up to and including 16 hours	40 hours at 60% of value
>16 up to and including 24 hours	40 hours at 50% of value
>24 up to and including 32 hours	40 hours at 25% of value

The value of sick leave being sold under this provision shall be determined by the member's hourly base rate of pay for the year in which the sick leave incentive was earned.

Employees meeting the above criteria must notify the Finance Department by January 15 of the year following the year for which sick leave incentive payment is sought and the cash disbursement shall be made on or about February 15.

SECTION 2. OTHER ABSENCES

A. Injuries – An employee absent from work due to an injury received in the course of, and arising out of, his employment with the City, and for which injury he is eligible to receive weekly benefits (with the possible exception of the first week after the injury is received) under the workers' compensation law of Ohio, shall receive one hundred percent (100%) of his regular straight-time pay for up to twenty (20) weeks, but shall receive no pay other than workers' compensation thereafter. Benefits under any Section above including this Section shall be independent of each other and no section shall be charged against the allowance of the other.

B. Jury Duty – Full-time, permanent employees who are compelled to be absent from work resulting from serving on any bona fide jury shall upon approval by their department or division head, receive full pay during the period of such jury duty; however, that a deduction may be made to the extent of any sums said employee may receive for such jury duty.

Bargaining unit employees who are compelled to appear in court because of being subpoenaed for a work-related incident or an incident that occurred during working hours shall receive full pay for time absent from work as long as the employee is not a party to the action or in actions brought by the union.

C. Military Service

1. a) All full-time, permanent employees who are members of the Ohio National Guard, the Ohio Organized Militia, or other reserve components of the Armed Forces of the United States of America, shall be entitled to military leave from their respective duties for such times as they are on mandatory field training for a cumulative period not to exceed one month in any calendar year, or when such employees are called to mandatory active duty.

b) As used in this section, "calendar year" means the year beginning on the first day of January and ending on the last day of December, and "month" means twenty-two eight-hour work days or 176 hours within one calendar year or for twenty-four hour shift employees eleven twenty-four hour work-days or 264 hours within one calendar year.

2. Such employees shall receive, in addition to military pay and allowances, full wages from the City during their period of absence due to military service provided, however, that a deduction will be made to the extent of any sums said employees receives as base pay for such military service. Reimbursed expenses, travel and subsistence pay and all other similar allowances shall not be considered in determining the amount of pay received for such service, training or active duty. The

base daily rate of military pay to be received by the employee will be certified by their commanding officer and turned into the Payroll Officer prior to an employee leaving for said assignment. For employees on mandatory field training, said payments shall continue for the period of such service up to twenty-two eight-hour work days or 176 hours within one calendar year or for twenty-four hour shift employees eleven twenty- four hour work-days or 264 hours within one calendar year; for employees called to mandatory active duty, said payments shall continue for the period of such service up to one year.

3. Should the base military compensation exceed the regular base compensation received from the City, no compensation from the City will be issued while said employee is on military leave.

4. Any City employee, at the election of the employee, may credit all or any portion of such military leave against the employee's regular annual vacation and for such period so charged the employee shall receive regular vacation pay without deduction for pay received for such service, training or active duty.

5. The Finance Director is authorized to make such payment as are appropriate to continue the health care benefits for dependents of any City employee called to active duty in the Armed Forces of the United States of America in excess of one month. Said payment shall continue for the period of such service up to one year.

6. Nothing herein shall prohibit the City from extending further military service benefits by ordinance.

D. Unpaid Leave of Absence – An employee may be granted an unpaid leave of absence by the department/division head. Such request must be submitted in writing and must be approved by the Service Director.

E. The Director of Law or his designee may place any member on Administrative leave when, in the exercise of his discretion, he determines it is in the best interest of the member or the City. Administrative Leave shall be leave with full pay and benefits. Administrative Leave is not punitive or disciplinary in nature. A member on Administrative Leave shall not report for duty during the period of such leave. The City shall notify the Union within two (2) working days that a member has been placed on administrative leave.

SECTION 3: REGULAR PART-TIME EMPLOYEE LEAVE

A. All regular part-time employees of the City included in the bargaining unit shall be entitled to .02 hours of earned leave for every one (1) hour of straight time (overtime hours not eligible for earned leave) actually worked. Accumulated earned leave may be used by the employee and will be deducted on an hour for hour basis, with the approval of the department/division head for vacation, illness of the employee or the employee's immediate family or personal leave, and the designated use will be in accordance with all applicable terms of this agreement, policies and procedures of the City.

B. Earned leave shall be cumulative.

Employees who leave the service of the City as regular part-time employees will not be compensated for any earned leave accumulated but not used.

If an employee obtains full time employment with the City, the accumulated earned leave shall be added, hour-for-hour, to the employee's compensatory time.

Article 23. Family and Medical Leave

The benefits of the Family Medical Leave Act of 1993 and its amendments will be provided to each member as stated therein.

Article 24. Overtime

A. "Overtime Work" shall mean hours or fractions thereof which are worked by an employee in excess of eight (8) hours per day or forty (40) hours per week. Except for employees on an incentive program, in which case, overtime shall mean time worked in excess of their tour of duty as outlined by superintendent or department/division head. However, employees on an incentive program shall be paid at the overtime rate if they are required to work in excess of eight (8) hours per day due to a force of nature or mechanical failures, that prevent the employees from continuing to work, not the fault of the employees, as determined by management. The City may require employees to work overtime when volunteers have not been found in accordance with this Article.

B. "Overtime Compensation" shall mean one and one-half times the hourly compensation rate established for the pay range. Overtime compensation may be selected by an employee in the form of compensatory time. However, as with all leaves, the department/division head must approve the time off in advance. The employee must make this election within the pay period in which the overtime was accumulated. No member of the bargaining unit shall be permitted to accumulate compensatory time off in excess of one hundred twenty (120) hours which shall be used within one hundred eighty (180) days after it is earned. Any overtime worked after the maximum compensatory time accumulation shall be paid as set forth in this Agreement.

C. Equalization of overtime and the posting of same shall be followed by all departments/divisions within the City. The department/division head and the steward shall review and agree on the equalization prior to posting on Thursday of each week. "Equal Distribution" of overtime shall mean that the variance of charged overtime shown for each employee on the overtime list shall not exceed twenty-four (24) hours. Overtime actually worked while on standby duty shall not be counted for overtime equalization purposes unless employees in addition to the employee on standby are also worked overtime.

D. "Overtime List" shall mean a list of qualified employees as defined in this provision initially arranged in order of seniority and posted with hours of overtime against each employee.

E. "Rotating" shall mean that the employee with the least charged overtime on the list is to be contacted first when overtime is required. However, when

employees are working on a specific job, this Section will not apply if overtime is anticipated to be one (1) hour or less.

F. "Charged Overtime" shall mean that overtime offered to an employee who is unavailable or refuses.

G. Probationary - Seasonal - Temporary - Part-Time Employees: Subject to the preceding Sections, a probationary, seasonal, temporary or part-time employee shall not be called in or assigned overtime work unless no regular full-time employee within the department/division where overtime is worked has accepted the overtime. A new employee, who has become eligible for overtime, shall be charged with one hour more than the highest number of charged overtime hours in their division, department or classification, pursuant to past practice or mutual agreement of the parties, and the employee's name shall be placed on the rotating overtime list accordingly.

H. All computations for payment of overtime shall include credit for paid authorized leaves, except sick leave, unless the sick leave is used as a result of a prolonged period of overtime necessitated by emergency conditions such that the employee is incapable of working his or her normal shift. Notwithstanding the foregoing, in the case of mandatory overtime, computations for payment of overtime shall include credit for sick leave.

Article 25. Standby and Winter Program

STANDBY

A. One (1) employee in the Water Utilities Division, one (1) employee in the Street Division one (1) Meter Reader in the Utility Billing Division and one (1) employee in the Technical Service Department will be assigned on a standby emergency basis for one (1) week at a time in rotation. The Employee assigned in the Water Utilities Division will be paid three (3) hours at his/her regular rate on weekdays and eight (8) hours at his/her regular rate on Saturdays, Sundays and holidays. The Employee assigned in the Street Division will be paid two (2) hours at his/her regular rate on weekdays and eight (8) hours at his/her regular rate on Saturdays, Sundays and holidays. The Meter Reader and employee assigned in the Technical Service Department will be paid two (2) hour at his/her regular rate on weekdays and five (5) hours at his/her regular rate on Saturdays, Sundays and holidays.

B. In the Water Division and Technical Service Department, standby emergency service will run for the full year. In the Street Division, the standby emergency service will run when the Winter Program is not in session.

C. Each man working on emergency standby will be selected through equalization of the standby list. If an employee declines or is unable to accept standby emergency work, they shall move to the bottom of the rotation.

D. The standby employee, if called out to perform necessary work, will be paid at the rate of time and one-half for actual hours worked, which means portal to portal, and, in addition receive standby emergency hours as set forth in Paragraph A.

E. Standby duties may be required of any employee in accordance with this Section.

F. An employee may become eligible for placement in the order of rotation upon completion of one (1) year full time service or at the discretion of the City based upon his/her capabilities.

G. Call-In Pay: If an employee who is not on standby is called in to work outside of his/her regular working hours and the call-in is more than one (1) hour before the start of his/her shift, he shall receive a minimum of two (2) hours regular pay for time spent on the job or time and one-half for hours actually worked, whichever is greater.

WINTER PROGRAM

A. In the Street Division there shall be a special staffing of the division for the purpose of snow and ice control. This program shall begin on the first Monday after the official end of the scheduled leaf program and end no later than the third Monday in April of the following year. The special staffing shall mean that employees shall be assigned to three (3) shifts in order to provide twenty-four (24) hour coverage for snow and ice control as well as to perform other normal duties of the Street Division. For the purpose of implementing the Street Division Winter Program, the City shall establish shifts within the time period specified below:

	<u>Starting Time</u>	<u>Ending Time</u>
1st (Day) Shift	Between 6:00 AM & 8:00 AM	Between 2:00 PM & 4:00 PM
2nd (Afternoon) Shift	Between 2:00 PM & 4:00 PM	Between 10:00 PM & 12:00 AM
3rd (Night) Shift	Between 10:00 PM & 12:00 AM	Between 6:00 AM & 8:00 AM

Employees who wish to sign up according to seniority for the above shift preferences shall be afforded that opportunity on a roster posted on the lunchroom bulletin board at the Street Division on or before November 1st. Once established, said shifts shall continue throughout the Winter Program unless mutually agreed otherwise.

B. The City will use its best efforts to give five (5) days notice prior to the start and end of the Winter Program.

C. Shift differentials shall be paid in accordance with Article 32, Section B.

D. Each shift shall work a five (5) day work week (Monday through Friday). Prior to the end of each shift on Friday (or on the day preceding any holiday), City may schedule employees to work on Saturday and/or Sunday and/or holidays, if inclement weather is expected or other necessary work is required. For Saturdays, Sundays or holidays on which no shifts are scheduled to work, a standby person shall be assigned and paid pursuant to the Standby Section of this Article. Standby personnel assigned during the Winter Program shall be selected from the overtime equalization list.

E. City may utilize one or more persons to perform welding and repairs to snow removal, ice control and other Street Division equipment, and shall be paid at

the rate of Pay Range 14, Step 4, and in accordance with the member's years of service, during the hours the employee works on such welding and repairs. Said work shall be assigned through a division job posting and said assignment shall be made per classification seniority provided the employee to be selected is qualified by possessing demonstrable ability to perform the welding and repair duties required of the position.

Article 26. Holidays

A. All full-time, permanent employees of the City in the Union's bargaining unit shall be granted with pay the following legal holidays:

New Years Day
Martin Luther King Day
Presidents Day (3rd Monday in February)
Good Friday
Memorial Day (last Monday in May)
Independence Day
Labor Day (first Monday in September)
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
Day before Christmas
Christmas Day

B. Personal Leave Days – After successful completion of one year of employment, all members of the bargaining unit shall annually receive three (3) personal days, which may be taken subject to approval of the department/division head. These days (Personal Leave Day) are in addition to the designated holidays listed above.

C. In the event that any of the aforementioned holidays fall on Saturday, the Mayor, at his discretion, may proclaim the previous day as the holiday. In the event that any of the aforementioned holidays fall on Sunday and are celebrated on the following Monday, the holiday herein granted to the employee for said holiday shall carry over and be granted for the day on which said holiday is celebrated. It is the express intent that an employee shall receive only one (1) day's pay for a holiday falling on Saturday or Sunday. If Christmas Eve falls on a Saturday, Sunday, Tuesday or Thursday, it may be celebrated the following work day to be celebrated as Christmas holiday. The 31st day of December shall be a regularly scheduled working day.

D. Any employee required to work on said legal holiday shall be paid eight (8) hours for the holiday and in addition thereto one and one-half times the actual hours worked up to eight (8) hours and two times the actual hours worked in excess of eight (8) hours. If an employee takes sick leave on the scheduled work days

immediately before and after the holiday, the employee must provide written documentation from a medical provider to support the sick leave in order to retain entitlement to the holiday pay as provided in this paragraph.

E. If an employee does not work on a holiday, the employee must work the scheduled work days immediately preceding and following a holiday to receive holiday pay, unless the employee's absence on the days preceding and following the holiday is due to vacation, approved compensatory time, approved personal leave, approved funeral leave or extended sick leave, preapproved sick leave with medical documentation, or the employee was absent two (2) days or less during the six (6) months immediately preceding any holiday. For the purpose of this paragraph, "extended sick leave" shall mean three (3) days or more. However, the use of approved sick leave for a period of time not greater than four hours on a day preceding or following a holiday, not used to extend the holiday, shall not count against an employee for the purpose of this paragraph.

For the purpose of this section, 'scheduled work day' for the Sanitation Utilities Division shall include all days designated by the Director of Public Service as sanitation pickup days.

F. All employees who work on Easter Sunday shall be paid one and one-half times (1 ½) the base rate of pay for hours actually worked. Paragraph D of this Article shall not apply to this paragraph.

Article 27. Vacations

A. Full-time permanent employees included in the bargaining unit shall be entitled and allowed vacation with pay after approval by his supervisor according to the following schedules and providing that one full year of service to the City has been completed:

After Years of Service	Number of Weeks Vacation
1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
15 years	5 weeks
25 years	6 weeks

An employee shall be deemed to have completed an additional year of service on the anniversary date of his employment, adjusted to reflect any periods during which vacation was not accrued in accordance with paragraph G of this Article. This "Number of Weeks Vacation" refers to the number of weeks that an employee may take as vacation in the calendar year in which he will have completed the specified number of years of service.

B. The vacation sign-up shall be posted between January 1 and the end of February of each calendar year in order for employees to select their vacation

preference, to take their vacation anywhere from March 1 to the end of February of the following year.

C. Seniority within the department/division shall be the determining factor in the preference and scheduling of bargaining unit members' vacations. In the event that a department/division has subdivisions, as in the Water Division (i.e. Water Treatment, Water Stockroom and Sewer) seniority within the subdivision shall be the determining factor in the preference and scheduling of bargaining unit members' vacations.

D. Employees not signing up or selecting their vacations by the end of February of each year shall schedule their vacations according to whatever weeks are available and providing written approval has been obtained from the department/division head at least one week in advance of the vacation dates requested.

E. An employee may carry over into the following year with the approval of his department or division head and certification to the Finance Department, one-half of his previous year's vacation, however, an employee may carry this vacation into the following year only.

F. Legal holidays shall not be included in computing the length of vacations.

G. An employee who is on sick leave or workers compensation shall receive credit for such time toward vacation as if he were working his regular hours. An employee who is on layoff, leave of absence without pay, or on suspension shall accrue no benefits toward vacation for the time he is not working.

H. An employee who terminated his employment for any reason other than being discharged shall retain all of his prior service for determining vacation due him on January 1st next following one full year of continuous service. An employee who has been discharged for cause and is rehired shall receive none of his prior service credit for determining vacation time. An employee who is being hired on a full-time permanent basis after having worked as a cooperative employee, temporary employee, or part-time employee shall receive no credit toward vacation time for his prior part-time or temporary service. An employee who leaves employment of the City for any reason other than being discharged for cause shall receive a lump sum payment for unused accrued vacation time due said employee at the then current rate of pay.

I. In the event an employee of the City resigns, retires, or dies, he or his estate shall be credited with such earned and unused vacation time he would have been entitled to take in the calendar year in which he resigned, retired or died. Such employee or his estate shall be paid for any unused vacation as of the last working day, together with any banked or carried over vacation time in accordance with this Article.

J. Vacation days may be charged with absence for sickness, injury, or disability in excess of what those absences will allow, if the department/division head approves the request of any bargaining unit member.

K. Members of the Bargaining Unit who have completed one (1) year of service with the City and who qualify for two (2) weeks of vacation shall be permitted to bank a maximum of one (1) week of unused vacation time per year. Members who qualify for three (3), four (4) or five (5) weeks vacation shall be permitted to bank a maximum of two (2) weeks of unused vacation time per year. Members who qualify for six (6) weeks vacation shall be permitted to bank a maximum of three (3) weeks of unused vacation time per year. Any vacation time banked shall be banked at the rate it was earned.

Members who have banked or carried over vacation time pursuant to this Article shall, upon retirement or termination of employment with the City, be paid a sum equal to the amount of vacation hours banked or carried over times the hourly rate of pay of such member at the time(s) the vacation time was earned. Members shall receive the sum of money for the weeks of vacation banked, which shall be paid to the member at the rate said weeks were earned, only upon their termination or retirement.

Members must designate prior to December 31st to the Finance Department whether their unused vacation time shall be banked or carried over pursuant to the terms of this Agreement. Members must choose either to bank or carry over their unused vacation time and they shall not be permitted to do both in any given year.

L. A member may sell vacation under the same terms and conditions as vacation banking set forth above except that:

- vacation may not be sold until the member has completed five (5) years of service with the City and has qualified for three (3) weeks vacation
- vacation may be sold in one (1) week increments only
- vacation must be sold in the year in which it is credited to the member, and
- a member may both bank and sell vacation, as provided herein, in the same year, so long as the member is qualified to do both.

Article 28. Medical and Hospitalization Benefits

A. The City shall make available to all full-time bargaining unit employees comprehensive major medical/hospitalization health care insurance, as set forth in Section 2. The participating employee may elect either single or family coverage. The following summary of medical benefits will be effective July 1, 2009, except as otherwise noted.

<u>Network:</u>	<u>Non Network:</u>
Percentage Payable after deductible is met	
90%/10%	70%/30%
Maximum Out of Pocket (excluding deductibles and co-pays)	

\$1,000/2,000	\$2,500/5,000
Deductible	
\$150/300 except office visit \$200/\$400 except office visit (eff. 1/1/10)	\$200/\$400 \$400/\$800 (eff. 1/1/10)
Office Visits/Urgent Care	
\$15 co-pay	70%/30%
The \$15.00 co-pay for office visits applies to all office visits including those for follow-up treatment for a single medical condition.	
Surgery (eliminate surgical schedule)	
90%/10%	70%/30%
Anesthesiology (eliminate 100% billed)	
90%/10%	70%/30%
Emergency Room Deductible:	
\$50 per visit (exclusive of other deductibles). The Emergency Room Deductible shall be waived if, as a result of the condition requiring the Emergency Room visit, the covered person is admitted to an area of the hospital other than the Emergency Room.	
Member Co-pay for Prescription Drugs	
Retail Purchases	Mail Order Purchases (90 day supply)
\$5 generic \$20 formulary name brand \$30 non-formulary name brand	\$10 generic \$40 formulary name brand \$60 non-formulary name brand
If a name brand drug is dispensed, the co-pay for name brand drugs applies regardless of whether a generic equivalent is available. Members needing to take medication for at least 90 days shall, after obtaining two 30 day prescriptions of the drug at retail, obtain further refills through the City's mail order prescription drug service. Members needing to take medication for less than 90 days may purchase said medication by mail order with the co-pay prorated at the rate of the mail order co-pay.	

MM Lifetime Maximum: \$2,000,000

Spousal Eligibility:

When the spouse of a member is employed on a full-time basis (defined as 32 or more hours of work per week) or retired and the spouse's employer or retirement plan makes health care coverage available to the spouse – regardless of the cost – the City's coverage of the spouse shall be limited to being secondary to the coverage that is available from the spouse's employer or retirement plan.

As an alternative to obtaining health care coverage from their primary employers, employed spouses may elect to enroll in the City's health care plan by paying a monthly premium equal to the greater of two-sevenths (2/7) the established COBRA rate for single coverage or any sum received by the employed spouse from his/her employer to decline health care coverage from said employer.

In the event a husband and wife are both employed by the City of Cuyahoga Falls, each will be enrolled with single coverage; provided that if they have dependent children, the husband and wife shall be enrolled together under a single enrollment for family coverage.

A member seeking health care coverage from the City for his/her spouse shall be required to provide to the Department of Human Resources a statement indicating the spouse's employment status along with a statement from the spouse's employer or retirement plan administrator or other appropriate agency that health care coverage is not available to the spouse as a result of the spouse's employment status. The member shall promptly notify the Department of Human Resources of any change in the employment or insurance status of his/her spouse. If a member provides false information concerning his/her spouse, or fails to notify the Department of Human Resources of any required information, the member shall be required to reimburse the City for any medical expenses paid by the City on behalf of the spouse that would not have been paid had the City had accurate information concerning the spouse's employment or insurance status. Said reimbursement may take the form of a payroll deduction in an amount not greater than 5% of the employee's gross pay until full reimbursement is made.

Additional Items of Health Coverage

To clarify and/or provide additional health care coverage, the following services will be covered as noted herein effective July 1, 2009. All levels of coverage are after exhaustion of applicable deductibles:

Network (member pays)	Non/Network (member pays)
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Office Exam with Pap Test	\$15.00	30% after ded.
Routine Pap Test	\$15.00	30%
Routine Mammogram	\$15.00	30%
Well Child Exam Inc. Immunizations (to age 11)	\$15.00	30%
Routine Physical Exam Consisting of the same components provided to Fire Fighters pursuant to their CBA	\$15.00	30%
HPV Vaccination	10% after deductible	30%
Childhood Immunizations (to age 11)	10% after deductible	30%
Diagnostic Testing	10% after deductible	30%

Oral Contraceptives prescribed for any purpose shall be covered at the same co-pay levels as any other covered prescription drug.

If, as a result of the collective bargaining process, including fact-finding or conciliation, one or more of the bargaining units receives more favorable health care provisions, said provisions shall apply equally to this bargaining unit without adjustment of other economic benefits contained herein.

B. I.R.S. 125 Programs – Members are eligible to participate in the I.R.S. 125 programs offered by the City. The City will use its best efforts to ensure that the I.R.S. 125 program will include, at a minimum, a medical reimbursement and dependant care component. Costs for these programs will be borne by the employees.

C. City of Cuyahoga Falls Fire Department EMS Transport – Any employee and/or member of the employee’s immediate family residing with the employee who is transported by Cuyahoga Falls Fire Department EMS service shall be transported at no charge. “Immediate family” shall mean the member’s spouse and children who are dependent and covered under the City’s medical and hospitalization benefits as provided in this Article.

Article 29. Life Insurance

All members of this bargaining unit will be provided insurance benefits in accordance with plans selected by the City. Said life insurance benefits shall be in the

sum of Forty Thousand Dollars (\$40,000), and the plan shall be substantially equal overall to the plan in effect in 1987. Life insurance benefits for future retirees will be Ten Thousand Dollars (\$10,000).

Article 30. Dental and Vision Insurance

The City will continue to provide a dental insurance plan for unit employees, spouses and dependents. The plan shall be open to bid, and specifications shall include a condition that the plan would potentially be available in the future to non-unit City employees. The City shall bear the cost of providing said insurance. The plan shall be substantially equal overall to the plan in effect in December, 1987.

The City shall provide benefits for dental implants up to the same actual dollar amount that it would pay toward covered dental bridges.

Effective May 1, 2003, the City will provide to all bargaining unit members, vision care insurance program (known as vision III coverage) made available through AFSCME to the Union with premiums of \$16.25 per month per employee. In the event, during the term of this agreement, the premiums paid by the City increase more than 50% or AFSCME discontinues offering vision care insurance as provided for herein, the parties agree to meet in Labor Management Committee to discuss alternatives before any changes are made.

Article 31. Tool Allowance

A. On the first day of January in each year of this contract, the City shall cause to be set aside Four Hundred Dollars (\$400.00) for each Automotive Mechanic, Apprentice Mechanic and Two Hundred Seventy-Five Dollars (\$275.00) for each carpenter, and for each Parks and Falls River Square Section Leader for the purchase of tools to be used in their trade.

B. The employees will submit to the Finance Department a receipt or request for the purchase of these tools. After providing documentation as to the purchase of tools, the employee shall be paid within a month.

C. In the event that the entire amount of tool allowance is not spent, then, that amount remaining at the end of the year shall revert back to the City and be placed in the General Fund.

D. In the event an employee is employed after the first of the year, this tool allowance will be prorated from the date of his hiring to the end of the year.

E. Employees shall be responsible for loss of and negligent use of such tools.

Article 32. Wages

A. The hourly rates of pay for the bargaining unit members during this contract shall be as follows:

Effective December 1, 2011, employees will be paid wage rates in accordance with the schedule attached hereto as Exhibit B, which reflects a 2.25% wage increase per employee negotiated pursuant to the memorandum of understanding dated

December 15, 2010. Wages set forth in Exhibit B shall be effective through December 31, 2013.

It is agreed that if the City agrees to voluntarily increase the basic wages of any employees during the term of this agreement, the City shall increase the basic wages of the AFSCME unit by an equal percentage. The City's acquiescence to a factfinder's report approved over the objection of the administration, or conciliation, shall not be deemed a "voluntary" increase in basic wages.

B. As provided herein, employees who are regularly scheduled to work the second shift shall receive a shift differential in the amount of \$.25 per hour; employees regularly scheduled to work the third shift shall receive a shift differential of \$.30 per hour. Employees eligible for shift differentials will receive such differentials for all hours actually worked including approved time off, provided that no shift differential shall be paid for time worked on the reserve snow-plow program outside of the employee's normal shift.

C. Effective January 1, 2009, the wage charts attached hereto reflect the following one-time additional amounts added to the base rate of pay for longevity purposes.

<u>Years of Service</u>	<u>Benefit Amount</u>
5	\$ 00.10 per hour
10	\$ 00.10 per h our
15	\$ 00.10 per hour
20	\$ 00.10 per hour

Years of service refers to continuous years of service completed in Cuyahoga Falls as of the preceding January 1.

Employees who leave employment with the City in good standing on or before January 1, 2001, shall receive a pro-rated payment for longevity pay based on the number of days employed during their final year of service. Said amount shall be included in the employee's final pay to be paid within twenty-one (21) days from date of separation.

As of January 1, 2001, longevity paid by separate check will be eliminated and rolled into the base rate of pay. It is understood that the longevity due in December 2000 will be paid on the first non-payday Friday in July 2000. The Longevity payable to the members in December 2001 will be paid in January 2001.

D. Over and above the compensation listed for the employees in the Water Utilities Division, Division of Engineering and Community Development Department additional hourly compensation shall be added to the base rate of pay as set forth below.

To qualify for Class III, Class II or Class I water or sewer certificates, and the additional compensation paid therefor, employees must hold such certificates by virtue of having passed the examination given by the State of Ohio for operators of such classes. To qualify for the other listed licenses, certifications or registrations, and the additional compensation paid therefore, employees must hold such licenses,

certifications or registrations issued by the State of Ohio, Department of Industrial Relations, Board of Building Standards, the State of Ohio Board of Registration for Professional Engineers and Surveyors and/or BOCA Property Maintenance and Housing Inspector Code.

The additional compensation shall be used to calculate overtime compensation, but will not be subject to cost of living increases.

Department	License, Certification, etc.	Additional Compensation
Water/Sewer Utilities	Class I-Water Distribution or Waste Water	15¢/hour
Water/Sewer Utilities	Class II-Water Distribution	25¢/hour
Community Development	BOCA Property Maintenance *	50¢/hour
Engineering Community Development	Building Inspector , Non Residential/Residential Mechanical Inspector* Electrical Safety Inspector* Plumbing Inspector, Residential* Registered Surveyor*	85¢/hour
Engineering Community Development	Holding two or more of the licenses, certificates designated by an asterisk (*) above	\$1.10/hour total for all licenses held

Class, I, Building Official, shall be limited to one (1) for the department and shall be selected at the sole discretion of the Chief Building Official/City Engineer.

Any employee granted additional compensation under this section cannot decline or refuse to do any inspection duties for which he/she is qualified by virtue of the license they hold.

E. The City shall continue the system whereby it shall pick up the employee's required contribution to PERS without additional cost to the City and in accordance with applicable Internal Revenue Service Rulings, Ohio Attorney General Opinions, and State regulations and procedures. This pick-up provision shall be without cost to the City and shall be for the purpose of defining employee tax liability. To accomplish this, the wage otherwise currently payable to the employee under this contract shall be reduced by the amounts of PERS pick-up. The employee's contract wage thus shall consist of two (2) components: (1) a currently payable ("cash") component and (2) a deferred ("pick-up") component, which shall be the amount of the employee's required PERS contribution being picked up by the City. For all other purposes, except those pertaining to this pick-up deferring this amount in relation to

state and federal taxes, the employee's wages shall still relate to his/her placement on the wage schedule.

F. All members will provide a bank, savings and loan or credit union account number for the direct deposit of the member's wages and compensations. If any member, for reasons beyond the member's immediate control, cannot obtain an account for such direct deposit, that inability shall not be a basis for disciplinary action. The member will provide the City with an explanation/refusal letter from the institution(s) that declined the member's request for an account. The member will make reasonable efforts to obtain an account as soon as practicable. If, however, the member can immediately pursue a successful resolution to the inability and refuses or neglects to take such action, the City may pursue any disciplinary action available. If the member refuses or neglects to open an account and provide the appropriate information to the City, then the City may, at its sole discretion, open an account in the name of the member. The member will be responsible for all fees and charges of this account. The City shall provide the member with the necessary forms to effectuate the City's deposit into the member's account.

Article 33. Employee Assistance Program

The "City" and "Union" recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the City's efficient and productive performance of his/her job duties and responsibilities. When a problem is identified, City and the Union will encourage the employee to seek professional assistance where necessary.

Records concerning an employee's treatment for alcoholism, drug problems or mental illness related problems shall remain confidential and shall remain separate from other personnel records.

If the City and the employee agree that the employee should be absent from work to participate in a program, the employee may use accumulated vacation time and sick leave if the nature of the employee's problem qualifies. Further, after exhausting these benefits, the City may advance sick leave benefits to the employee to an extent mutually agreeable between the City and the Union, provided that sick days borrowed will be repaid through future service, or in the event of termination, from wages and benefits due at time of termination.

This provision shall not apply to probationary employees.

Article 34. Coveralls and Uniforms

SECTION 1: UNIFORMS

A. It is a management right for the City to require that members wear uniforms or other prescribed clothing while on duty. Failure of an employee to wear prescribed uniforms or clothing may be grounds for progressive discipline. The City shall provide uniforms for members to wear while on duty. The uniforms shall be provided either on a quartermaster system or the City will simply purchase clothing

for the affected employees, and the City shall work with the bargaining unit in selecting the style of uniform to be worn, provided that the City's selection of a uniform style and associated equipment shall be final. All uniforms shall meet any and all safety related standards for the given positions involved. Any gear necessary for working in inclement weather shall be provided with City-provided uniforms. The City shall provide uniforms to members as follows:

B. The City shall furnish uniforms each year for the purposes of identification in work-related areas that have direct interaction with the public for the following bargaining unit members.

Department-Division/Position	Pants	Shirts
UB Meter Reader	2	2
UB Utility Service Worker	2	2
Sanitation		4-6
Building Maintenance	2	2
Technical Service	2	2
Building Inspectors		2
Engineering Aides		2
Housing Inspectors		2
Cleaning Personnel (City Hall Day)	2	2

C. Department/division heads will make direct purchases or provide the employee with an approved list of vendors.

D. Uniform purchases with City logos/insignias purchased by the City is the property of the City and shall remain with the City when an employee leaves his/her position.

SECTION 2: CLOTHING ALLOWANCES

A. The City shall furnish \$150.00 each year, recognizing the allowance may change if mutually agreed upon by the parties, for the work-related clothing for the following bargaining unit members.

B. Department/Division Heads Will Make direct purchases or provide the employee with an approved list of vendors. Such items must be purchased in accordance with the City approved items list/vendor list. City logos/insignias will be incorporated onto clothing for City identification.

Department- Division/Position
Street
Water Stockroom
Water Treatment Plant
Park & Recreation
Grounds Maintenance
Falls River Square

C. It is a management right for the City to require that members wear clothing purchased under this section. Failure of an employee to wear such clothing may be grounds for progressive discipline.

SECTION 3: FOUL WEATHER APPAREL

A. Foul weather apparel as listed below will be provided to the following bargaining unit members during the contract period, and replaced as needed.

Department- Division/Position	Raingear	Rubberized Boots	Replacement Coat or Insulated Coveralls or Footwear
Sanitation	1	1	1
Technical Service	1	1	1
UB Meter Reader	1	1	1
UB Utility Service Worker	1	1	1
Engineering Aides	1	1	1
Building Department Inspectors.	1	1	1
Street	1	1	
Water Stockroom/Maintenance Mechanics	1	1	1
Water Treatment Operators	1	1	
Park & Recreation	1	1	
Grounds Maintenance	1	1	1
Building Maintenance		1	1
Falls River Square	1	1	1

B. Department/division heads will make direct purchases or provide the employee with an approved list of vendors.

C. Foul weather apparel purchased by the City is the property of the City and shall remain the property of the City when an employee leaves his/her employment.

SECTION 4: GARAGE

The City will provide Garage bargaining unit members with uniforms as done so in past practice.

Section 5: Police Records

The City will provide police record clerks with a department issued uniform.

SECTION 6: RULES

A. Uniforms and work-related clothes provided on a quartermaster system shall be maintained by the City. Uniforms and work-related clothes provided by any other system shall be laundered and maintained by the employee; however, any replacements needed through normal wear and tear shall be provided and paid for by the City. Employee must turn in such items for replacement.

B. Employees are not permitted to wear clothing provided by the City after work hours except that they may wear such clothing one (1) hour before and after their work shift.

C. Caps/hats are optional for employees. However, all caps/hats worn during work hours must be City issued. City issued caps/hats will be made available to city employees receiving an allowance or uniform.

D. Employees may wear attire outside of the provided uniform that identifies them as a City employee. Clothing must be in acceptable condition and approved by the department/division head. The City will place logos/insignia on coats/coveralls in compliance with the uniform from past years collection for identification purposes.

Article 35. Mileage Allowance

Meter Readers shall be entitled to a mileage allowance at the federal rate for mileage driven in the course of their employment while checking meters. Mileage worksheets will be submitted by each meter reader no later than the fifth (5th) of each month for the previous month's mileage and they shall be reimbursed for said mileage on a quarterly basis. Meter Readers received an advance of Ninety Dollars (\$90.00) pursuant to the January 1, 1994, AFSCME collective bargaining agreement. At such time as a Meter Reader is no longer entitled to a mileage allowance under this Article, he or she shall promptly repay the Ninety Dollar (\$90.00) advance less the value of any mileage allowance earned as of his or her last date of employment in the classification of Meter Reader.

Article 36. Subcontracting

Prior to exercising its right to subcontracting bargaining unit work, the City will give the Union thirty (30) calendar days' notice, provided this notice shall not apply in cases of emergencies or where the City could be harmed by having to comply with the thirty (30) calendar days' notice requirement. Upon request of the Union, the City shall meet with the Union representatives to discuss the subcontracting before expiration of the thirty (30) calendar days' notice period.

Article 37. Incorporation by Reference

All exhibits attached hereto shall be incorporated by reference into this Agreement and made a part hereof as if fully rewritten herein.

Article 38. Voluntary Dispute Settlement Procedure

In accordance with and subject to the Ohio Revised Code, the parties hereby agree to the following dispute settlement procedure, which shall be in lieu of other procedures provided in Chapter 4117. This Article shall apply to negotiations conducted for a contract to be effective in the year 2009.

A. If, during the period of fifty (50) to fifty-five (55) days before the expiration date of any current collective bargaining agreement, or contract modification, the parties are unable to reach agreement, the parties shall request mediation by seeking the service and assistance of the Federal Mediation and Conciliation Service or by mutual agreement of the Bureau of Mediation of the Ohio State Employment Relations Board. Such request for mediation must be in writing and signed by at least one (1) party. After mediation is requested, negotiations shall be conducted using the conciliation services to the extent available from the agency chosen until settlement is reached between the parties prior to the termination date of the agreement or extension thereof.

B. This Article shall not be subject to the grievance and arbitration procedure of any such collective bargaining agreement between the parties.

Article 39. Commercial Driver's License

State and Federal mandates have implemented requirements related to the operation of certain types of vehicles and equipment. These requirements are generally encompassed within the ambit of the Ohio Commercial Driver's License (CDL). The Union and the City have, through labor management initiatives, addressed the effects of these state and federal mandates upon the members.

The City has designated certain classifications within the bargaining unit in which a CDL is essential to the job functions. Any employee required to obtain and maintain a CDL in the course of their employment with the City will be eligible for the required CDL physical made available and paid for by the City through a facility chosen by the City. Any employee who elects not to participate in these physicals shall be responsible for obtaining the physical examination at his own expense.

A member in a classification for which a CDL is required who does not hold or is unable to maintain a CDL is unable to perform the essential functions of that classification, and the consequences of that inability are addressed through the Collective Bargaining Agreement and the Memoranda of Understanding between the parties related to the CDL policy. The City and the Union understand, however, that a member could be disqualified from holding a CDL for health reasons or impairments that are not the fault of the member. At the request of the member who is disqualified from holding a CDL because the member is unable to pass the required physical, the City and the Union agree to make a reasonable effort to accommodate the member so that he/she may remain in the City's employment. The Union and the City agree that each disqualification will be dealt with on a case by case basis. The city and the Union agree that in accommodating the member, some contract mandates may need to be waived or modified, including but not limited to overtime equalization, bidding and standby.

Article 40. Communicable Diseases and Life-Threatening Illness

The City recognizes that employees with life-threatening illnesses, including but not limited to cancer, heart disease, and AIDS, may wish to continue their active employment as long as their medical conditions are not a threat to themselves or others on the job. At the same time, the City has an obligation to provide a safe work environment for employees and for those who use the services of the City. Inasmuch as the guidelines issued by the Public Health Service's Centers for Disease Control (CDC) dealing with AIDS in the workplace state that "the kind of nonsexual person-to-person contact that generally occurs among workers and clients or customers in the workplace does not pose a risk for transmission of AIDS", the City is under no obligation to inform citizens or employees that an employee has AIDS or a related illness. Nonetheless, an employee should take every reasonable precaution to ensure that the employee's medical condition does not present a health or safety threat to other employees or citizens.

The City will comply with all Federal, State, and Local laws and regulations regarding discrimination against individuals suffering from life-threatening illnesses, including but not limited to cancer, heart disease, and AIDS. The City will comply with all Federal, State, and Local laws and regulations protecting the confidentiality of medical records. All policies and procedures relating to benefits, sick leave, and injury leave, are the same for employees with AIDS and other life-threatening illnesses as for all other employees.

The City and the Union shall, within 120 days from the execution of this Agreement, compile information on communicable diseases to which Bargaining Unit Members may have exposure in the workplace. This information may be in the form of existing literature, and shall include information on modes of transmission, methods of self-protection, proper procedures and special precautions. A copy of this information shall be available in the Division of Records (Human Resources) through the Union and will be provided to each Bargaining Unit Member. This

information shall be reviewed by the City and the Union periodically, through the Labor Management Committee, and any additions or modifications shall be made available as provided herein.

Any Bargaining Unit Member who has contact with the blood or other body fluids of another while on duty should wash the affected area immediately (mucous membranes should be flushed with water). If EMS personnel respond, the member shall advise such personnel of the exposure, and shall accompany the EMS personnel to the hospital. If EMS personnel do not respond, the member shall proceed to the Cuyahoga Falls General Hospital Emergency Room as soon as possible. Upon arrival at the hospital the member shall immediately advise the emergency room physician of the exposure and the circumstances thereof, and should request to fill out the form entitled "Employee or Emergency Care Worker Request for Information on Infectious Diseases". As soon as practicable after the exposure the member shall file an Exposure Report with his department/division head or his designee on forms provided by the City.

The City shall reimburse Bargaining Unit Members who report exposure as provided herein for any out of pocket expenses associated with medical testing as a result of an on duty exposure to the blood or other body fluids of another. In addition, the City will make hepatitis inoculation available to all Bargaining Unit Members who the parties through the Labor Management Committee have determined have potential occupational exposure to blood borne pathogens in the work place by virtue of their occupation.

Article 41. Corporate Wellness Program

Our mission is to improve the lives of our employees and their families through health promotion. In the process of promoting healthier living, we save the City's taxpayers money by reducing overall health costs. As health costs continue to skyrocket, the City is forced to bear the burden or pass these rising costs to the City employees. Reduced health care costs are a benefit for the employees of the City, as well as the homeowners and taxpayers of the community.

For the levels of workout participation attendance the frequency of use in The Natatorium to receive 100% reimbursement of the membership fee would be 120 visits per year, or an average of ten workouts per month. Lesser attendance would provide lesser reimbursement. Following is the grid of workouts per year vs. reimbursement:

1. 120 or more workouts equal 100% reimbursement
2. 96 to 119 workouts equal 75% reimbursement
3. 72 to 95 workouts equal 50% reimbursement

This program is provided for employees only, not spouses or other family members. However, if the employee wants to purchase a spouse pass or a family pass, that would be acceptable. The employee pass would be the only pass eligible for reimbursement. however, it is possible to pay for all memberships, including spouse and family through payroll deductions over 26 pays at the annual rate. At the

end of a twelve month period, a check will be issued to an employee based on participation level. Once again, only the "employee" portion will be reimbursed.

Article 42. Term of Agreement

This Agreement shall be effective from November 1, 2011 to December 31, 2013. To the extent the term of this Agreement overlaps the term of the prior collective bargaining agreement, the prior agreement is superceded. To initiate negotiations for a successor agreement, either party shall give written notice to the other at least ninety (90) days prior to December 31, 2013.

Article 43. Orientation

The City agrees to inform the Union when an orientation or meeting is held for newly hired bargaining unit employees and allow the Union a reasonable amount of time to meet with the employee(s).

IN WITNESS WHEREOF, the City of Cuyahoga Falls has caused this Agreement to be executed by its Mayor and Local 2662, American Federation State, County, and Municipal Employees, and Ohio Council 8, AFL-CIO, and has caused this Agreement to be executed by its President and Vice President, and Ohio Council 8 representative. This Agreement is effective November 1, 2011 pursuant to authority duly granted by the Council of the City of Cuyahoga Falls, Ohio.

Signed at Cuyahoga Falls, Ohio, this 4th day of November, 2011.

LOCAL #2662, AFSCME-AFL-CIO

CITY OF CUYAHOGA FALLS

By: Mark Walters
Mark Walters, President

By: Don L. Robart
Mayor Don L. Robart

By: Doug Nissel
Doug Nissel, AFSCME Steward

By: Margo Tauber
Margo Tauber, AFSCME Steward

By: Ronald Braddom
Ronald Braddom, AFSCME Steward

OHIO COUNCIL 8, AFSCME, AFL-CIO

By: Billy Brooks
Billy Brooks, AFSCME Steward

By: Shelby Woodall
Shelby Woodall, Staff Representative

By: Bernie Garner
Bernie Garner, AFSCME Vice President

CERTIFICATE OF THE DIRECTOR OF LAW

Approved as to form and correctness:

Paul A. Janis 11/7/2011

Paul A. Janis
Director of Law

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligation under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Scott K. Fitzsimmons Deputy Finance Director
for Joseph F. Brodzinski
Director of Finance

APPENDIX "A" TO ARTICLE 2

RECOGNITION

Classifications Included in the Bargaining Unit:

Clerical and Administrative:

- Clerk Typist I
- Clerk Typist II
- Secretary I - Police Department, Parks and Recreation, Incumbent employee - Garage, Fire (Subject to Civil Service Approval if required)
- Secretary II - Planning, Parks and Recreation, Police Department (Secretary II within the Division of Records is hereby removed from the bargaining unit.)
- Temporary Office - Clerical
- Telephone Operator and Receptionist
- Printer
- Stockkeeper

Planning and Urban Renewal:

- Housing Inspector
- Housing Rehabilitation Coordinator

Parks and Recreation:

- Park Section Leader
- Grounds Maintenance
- Carpenter

Engineering and Related:

- Engineering Aide I
- Engineering Aide II
- Engineering Aide III
- Engineering Aide IV
- Account Clerk II
- Building - Zoning Inspector
- Electrical Inspector
- Heating - Air Conditioning Inspector

Skilled Trades and Related:

- Automotive Mechanic
- Automotive Services Specialist
- Apprentice Mechanic
- Painter
- Apprentice Electronics and Signal Technician
- Electronics and Signal Technician
- Technical Specialist

Labor-Maintenance - Equipment Operator and Related

- Cleaning Personnel I
- Cleaning Personnel II

Building Maintenance Personnel I
Building Maintenance Personnel II
Building Maintenance Personnel III
Falls River Square Section Leader
Refuse Collector
Sanitation Route Leader
Motor Equipment Operator I
Motor Equipment Operator II
Motor Equipment Operator III
Street Maintenance Worker
Street Division Tool & Inventory Clerk

Public Utilities - Water:

Dispatcher
Meter Reader
Water Meter Repair Specialist I
Water Meter Repair Specialist II
Water Meter Repair Specialist III
Utilities Meter Service Worker
Water and Sewer Repair Specialist I
Water and Sewer Repair Specialist II
Water and Sewer Repair Specialist III
Maintenance Mechanic
Cement Worker I
Cement Worker II
Cement Worker III
Water Treatment Plant Operator I
Water Treatment Plant Operator II
Water Treatment Plant Operator III
Laboratory Technician
Water Equipment Operator I
Water Equipment Operator II
Water Equipment Operator III
Apprentice Maintenance Mechanic
Senior Mechanic
Water Treatment Plant Senior Maintenance Mechanic
Stockkeeper

Accounting, Data Processing and Related:

Account Clerk I
Account Clerk II
Data Entry Operator
Data Processing Operator
Tax Auditor

Laborers All Departments/Divisions:

Regular Part-Time Laborer
Full-Time Laborer

APPENDIX "B"
PAY RANGE CLASSIFICATION

Range	Job Titles	Range	Job Titles
RPT	Regular Part-Time Laborer	11	Park Section Leader
1	Full-Time Laborer	11	Falls River Square Section Leader
1	Clerk Typist I	11	Engineering Aide II
1	Cleaning Personnel I	11	Sanitation Route Leader
2	Clerk Typist II	11	Cement Worker II
2	Cleaning Personnel II	12	Automotive Parts Stock Worker
3	Dispatcher	12	Stockkeeper
3	Telephone Operator and Receptionist	12	Water or Sewer Repair Specialist III
4	Secretary I – AFSCME	12	Motor Equipment Operator III
4	Street Maintenance Worker	12	Utilities Meter Service Worker
5	Apprentice Maintenance Mechanic	12	Cement Worker III
5	Building Maintenance Personnel I	12	Painter
6	Building Maintenance Personnel II	12	Street Division Tool & Inventory Clerk
7	Account Clerk II	13	Water Meter Repair Specialist III
8	Motor Equipment Operator I	13	Water Equipment Operator III
8	Water Equipment Operator I	14	Maintenance Mechanic
8	Apprentice Mechanic	14	Engineering Aide III
8	Refuse Collector	14	Automotive Mechanic
8	Engineering Aide I	16	Water Treatment Plant Operator I **
8	Data Processing Operator	17	Water Treatment Plant Operator II **
9	Automotive Service Specialist	17	Carpenter
9	Secretary II – AFSCME	17	Housing Inspector
9	Grounds Maintenance*	17	Senior Mechanic
10	Motor Equipment Operator II	18	Water Treatment Plant Operator III **
10	Water Meter Repair Specialist I	18	Apprentice Electronics & Signal Technician
10	Water or Sewer Repair Specialist I	18	Engineering Aide IV
10	Cement Worker I	18	Building & Zoning Inspector
10	Meter Reader	18	Electrical Inspector
10	Technical Specialist	18	Heating – Air Conditioning Inspector
11	Building Maintenance Personnel III	19	Water Treat. Plant Sr Maint. Mechanic
11	Water Equipment Operator II	19	Electronics & Signal Technician
11	Water or Sewer Repair Specialist II	20	Laboratory Technician
11	Water Meter Repair Specialist II		

* Grounds Maintenance Personnel from Pay Grade 4 to Pay Grade 9, was effective with the 2006 contract. Additional pay for licenses was eliminated, as the licenses are required to hold the position.

** New pay ranges for Water Treatment Operator I/II/III were effective with the 2006 contract. Additional pay for licenses was eliminated, as the licenses are required to hold the position.

Pay Ranges November 1, 2011 to November 30, 2011

<u>Grade</u>		<u>Step 1*</u>		<u>Step 2*</u>		<u>Step 3*</u>		<u>Step 4*</u>	
RPT		10	11.0503	20	11.6139	30	12.1651	40	12.7164
A01		10	13.6108	20	14.1620	30	14.7869	40	15.2891
	5 Years	11	13.8701	21	14.3968	31	15.0216	41	15.5484
	10 Years	12	13.9435	22	14.4703	32	15.1196	42	15.6219
	12 Years	13	14.2009	23	14.7276	33	15.3647	43	15.8914
	15 Years	14	14.2743	24	14.8011	34	15.4381	44	15.9771
	20 Years	16	14.3478	26	14.8747	36	15.5362	46	16.0506
A02		10	14.7869	20	15.2891	30	15.9262	40	16.5387
	5 Years	11	15.0216	21	15.5484	31	16.1609	41	16.7980
	10 Years	12	15.1196	22	15.6219	32	16.2344	42	16.8715
	12 Years	13	15.3647	23	15.8914	33	16.5285	43	17.1655
	15 Years	14	15.4381	24	15.9771	34	16.6019	44	17.2513
	20 Years	16	15.5362	26	16.0506	36	16.6754	46	17.3248
A03		10	15.1788	20	15.6812	30	16.4285	40	17.0655
	5 Years	11	15.4137	21	15.9405	31	16.6633	41	17.3124
	10 Years	12	15.5117	22	16.0138	32	16.7490	42	17.3860
	12 Years	13	15.7689	23	16.2712	33	17.0307	43	17.6923
	15 Years	14	15.8424	24	16.3692	34	17.1042	44	17.7658
	20 Years	16	15.9405	26	16.4427	36	17.1900	46	17.8392
A04		10	16.4285	20	17.2493	30	17.9965	40	18.6581
	5 Years	11	16.6633	21	17.4840	31	18.2313	41	18.9052
	10 Years	12	16.7490	22	17.5698	32	18.3049	42	18.9910
	12 Years	13	17.0307	23	17.8762	33	18.6356	43	19.3093
	15 Years	14	17.1042	24	17.9497	34	18.7092	44	19.3951
	20 Years	16	17.1900	26	18.0353	36	18.7826	46	19.4686
A05		10	16.7102	20	17.4453	30	18.1313	40	18.8665
	5 Years	11	16.9450	21	17.7045	31	18.3661	41	19.1011
	10 Years	12	17.0184	22	17.7781	32	18.4519	42	19.1745
	12 Years	13	17.3248	23	18.0965	33	18.7704	43	19.5177
	15 Years	14	17.3982	24	18.1701	34	18.8561	44	19.5912
	20 Years	16	17.4717	26	18.2436	36	18.9297	46	19.6768
A06		10	16.9307	20	17.5801	30	18.2415	40	19.0992
	5 Years	11	17.1776	21	17.8149	31	18.4886	41	19.3461
	10 Years	12	17.2634	22	17.8883	32	18.5744	42	19.4319
	12 Years	13	17.5453	23	18.2068	33	18.8930	43	19.7626
	15 Years	14	17.6310	24	18.2803	34	18.9787	44	19.8485
	20 Years	16	17.7168	26	18.3538	36	19.0520	46	19.9220
A07		10	17.0655	20	17.6904	30	18.5846	40	19.3198
	5 Years	11	17.3124	21	17.9250	31	18.8317	41	19.5545

	10 Years	12	17.3860	22	18.0109	32	18.9052	42	19.6279
	12 Years	13	17.6923	23	18.3171	33	19.2236	43	19.9709
	15 Years	14	17.7658	24	18.4029	34	19.3093	44	20.0446
	20 Years	16	17.8392	26	18.4764	36	19.3951	46	20.1301
A08		10	17.9965	20	18.6581	30	19.5402	40	20.2384
	5 Years	11	18.2313	21	18.9052	31	19.7873	41	20.4732
	10 Years	12	18.3049	22	18.9910	32	19.8730	42	20.5589
	12 Years	13	18.6356	23	19.3093	33	20.2160	43	20.9265
	15 Years	14	18.7092	24	19.3951	34	20.3016	44	21.0001
	20 Years	16	18.7826	26	19.4686	36	20.3753	46	21.0736
A09		10	18.5846	20	19.2584	30	20.1036	40	20.9736
	5 Years	11	18.8317	21	19.5054	31	20.3507	41	21.2204
	10 Years	12	18.9052	22	19.5789	32	20.4241	42	21.2941
	12 Years	13	19.2236	23	19.9220	33	20.7795	43	21.6737
	15 Years	14	19.3093	24	19.9956	34	20.8530	44	21.7474
	20 Years	16	19.3951	26	20.0689	36	20.9388	46	21.8332
A10		10	18.6581	20	19.5402	30	20.2384	40	21.2062
	5 Years	11	18.9052	21	19.7873	31	20.4732	41	21.4533
	10 Years	12	18.9910	22	19.8730	32	20.5589	42	21.5268
	12 Years	13	19.3093	23	20.2160	33	20.9265	43	21.9067
	15 Years	14	19.3951	24	20.3016	34	21.0001	44	21.9924
	20 Years	16	19.4686	26	20.3753	36	21.0736	46	22.0659
A11		10	19.5402	20	20.2384	30	21.2062	40	22.1373
	5 Years	11	19.7873	21	20.4732	31	21.4533	41	22.3722
	10 Years	12	19.8730	22	20.5589	32	21.5268	42	22.4579
	12 Years	13	20.2160	23	20.9265	33	21.9067	43	22.8499
	15 Years	14	20.3016	24	21.0001	34	21.9924	44	22.9233
	20 Years	16	20.3753	26	21.0736	36	22.0659	46	22.9970
A12		10	20.2384	20	21.2062	30	22.1373	40	23.0929
	5 Years	11	20.4732	21	21.4533	31	22.3722	41	23.3399
	10 Years	12	20.5589	22	21.5268	32	22.4579	42	23.4134
	12 Years	13	20.9265	23	21.9067	33	22.8499	43	23.8178
	15 Years	14	21.0001	24	21.9924	34	22.9233	44	23.9035
	20 Years	16	21.0736	26	22.0659	36	22.9970	46	23.9770
A13		10	20.5447	20	21.4145	30	22.2965	40	23.3134
	5 Years	11	20.7917	21	21.6616	31	22.5437	41	23.5605
	10 Years	12	20.8653	22	21.7351	32	22.6293	42	23.6339
	12 Years	13	21.2327	23	22.1148	33	23.0092	43	24.0506
	15 Years	14	21.3062	24	22.2006	34	23.0950	44	24.1241
	20 Years	16	21.3921	26	22.2742	36	23.1685	46	24.2098
A14		10	21.2062	20	22.1373	30	23.0929	40	24.4098
	5 Years	11	21.4533	21	22.3722	31	23.3399	41	24.3568
	10 Years	12	21.5268	22	22.4579	32	23.4134	42	24.4302

	12 Years	13	21.9067	23	22.8499	33	23.8178	43	24.8591
	15 Years	14	21.9924	24	22.9233	34	23.9035	44	24.9326
	20 Years	16	22.0659	26	22.9970	36	23.9770	46	25.0183
A15		10	21.4145	20	22.2965	30	23.3134	40	24.3916
	5 Years	11	21.6616	21	22.5437	31	23.5605	41	24.6386
	10 Years	12	21.7351	22	22.6293	32	23.6339	42	24.7243
	12 Years	13	22.1148	23	23.0092	33	24.0506	43	25.1531
	15 Years	14	22.2006	24	23.0950	34	24.1241	44	25.2266
	20 Years	16	22.2742	26	23.1685	36	24.2098	46	25.3001
A16		10	22.1373	20	23.0929	30	24.1098	40	25.1388
	5 Years	11	22.3722	21	23.3399	31	24.3568	41	25.3736
	10 Years	12	22.4579	22	23.4134	32	24.4302	42	25.4594
	12 Years	13	22.8499	23	23.8178	33	24.8591	43	25.9004
	15 Years	14	22.9233	24	23.9035	34	24.9326	44	25.9862
	20 Years	16	22.9970	26	23.9770	36	25.0183	46	26.0597
A17		10	22.2965	20	23.3134	30	24.3916	40	25.4941
	5 Years	11	22.5437	21	23.5605	31	24.6386	41	25.7289
	10 Years	12	22.6293	22	23.6339	32	24.7243	42	25.8024
	12 Years	13	23.0092	23	24.0506	33	25.1531	43	26.2556
	15 Years	14	23.0950	24	24.1241	34	25.2266	44	26.3414
	20 Years	16	23.1685	26	24.2098	36	25.3001	46	26.4271
A18		10	23.0929	20	24.1098	30	25.1388	40	26.3026
	5 Years	11	23.3399	21	24.3568	31	25.3736	41	26.5374
	10 Years	12	23.4134	22	24.4302	32	25.4594	42	26.6110
	12 Years	13	23.8178	23	24.8591	33	25.9004	43	27.0766
	15 Years	14	23.9035	24	24.9326	34	25.9862	44	27.1500
	20 Years	16	23.9770	26	25.0183	36	26.0597	46	27.2479
A19		10	23.9506	20	25.1388	30	26.3026	40	27.5155
	5 Years	11	24.1975	21	25.3736	31	26.5374	41	27.7625
	10 Years	12	24.2710	22	25.4594	32	26.6110	42	27.8361
	12 Years	13	24.7121	23	25.9004	33	27.0766	43	28.3138
	15 Years	14	24.7856	24	25.9862	34	27.1500	44	28.3873
	20 Years	16	24.8591	26	26.0597	36	27.2479	46	28.4609
A20		10	26.3026	20	27.5155	30	28.8876	40	30.3210
	5 Years	11	26.5374	21	27.7625	31	29.1224	41	30.5557
	10 Years	12	26.6110	22	27.8361	32	29.1959	42	30.6538
	12 Years	13	27.0766	23	28.3138	33	29.6982	43	31.1806
	15 Years	14	27.1500	24	28.3873	34	29.7963	44	31.2541
	20 Years	16	27.2479	26	28.4609	36	29.8697	46	31.3275

Pay Ranges December 1, 2011 to December 31, 2013 - 2.25%

Grade		Step 1		Step 2		Step 3		Step 4	
RPT		10	11.2989	20	11.8752	30	12.4388	40	13.0025
A01		10	13.9170	20	14.4806	30	15.1196	40	15.6331
	5 Years	11	14.1822	21	14.7207	31	15.3596	41	15.8982
	10 Years	12	14.2572	22	14.7959	32	15.4598	42	15.9734
	12 Years	13	14.5204	23	15.0590	33	15.7104	43	16.2490
	15 Years	14	14.5955	24	15.1341	34	15.7855	44	16.3366
	20 Years	16	14.6706	26	15.2094	36	15.8858	46	16.4117
A02		10	15.1196	20	15.6331	30	16.2845	40	16.9108
	5 Years	11	15.3596	21	15.8982	31	16.5245	41	17.1760
	10 Years	12	15.4598	22	15.9734	32	16.5997	42	17.2511
	12 Years	13	15.7104	23	16.2490	33	16.9004	43	17.5517
	15 Years	14	15.7855	24	16.3366	34	16.9754	44	17.6395
	20 Years	16	15.8858	26	16.4117	36	17.0506	46	17.7146
A03		10	15.5203	20	16.0340	30	16.7981	40	17.4495
	5 Years	11	15.7605	21	16.2992	31	17.0382	41	17.7019
	10 Years	12	15.8607	22	16.3741	32	17.1259	42	17.7772
	12 Years	13	16.1237	23	16.6373	33	17.4139	43	18.0904
	15 Years	14	16.1989	24	16.7375	34	17.4890	44	18.1655
	20 Years	16	16.2992	26	16.8127	36	17.5768	46	18.2406
A04		10	16.7981	20	17.6374	30	18.4014	40	19.0779
	5 Years	11	17.0382	21	17.8774	31	18.6415	41	19.3306
	10 Years	12	17.1259	22	17.9651	32	18.7168	42	19.4183
	12 Years	13	17.4139	23	18.2784	33	19.0549	43	19.7438
	15 Years	14	17.4890	24	18.3536	34	19.1302	44	19.8315
	20 Years	16	17.5768	26	18.4411	36	19.2052	46	19.9066
A05		10	17.0862	20	17.8378	30	18.5393	40	19.2910
	5 Years	11	17.3263	21	18.1029	31	18.7793	41	19.5309
	10 Years	12	17.4013	22	18.1781	32	18.8671	42	19.6059
	12 Years	13	17.7146	23	18.5037	33	19.1927	43	19.9568
	15 Years	14	17.7897	24	18.5789	34	19.2804	44	20.0320
	20 Years	16	17.8648	26	18.6541	36	19.3556	46	20.1195
A06		10	17.3116	20	17.9757	30	18.6519	40	19.5289
	5 Years	11	17.5641	21	18.2157	31	18.9046	41	19.7814
	10 Years	12	17.6518	22	18.2908	32	18.9923	42	19.8691
	12 Years	13	17.9401	23	18.6165	33	19.3181	43	20.2073
	15 Years	14	18.0277	24	18.6916	34	19.4057	44	20.2951
	20 Years	16	18.1154	26	18.7668	36	19.4807	46	20.3702
A07		10	17.4495	20	18.0884	30	19.0028	40	19.7545
	5 Years	11	17.7019	21	18.3283	31	19.2554	41	19.9945

	10 Years	12	17.7772	22	18.4161	32	19.3306	42	20.0695
	12 Years	13	18.0904	23	18.7292	33	19.6561	43	20.4202
	15 Years	14	18.1655	24	18.8170	34	19.7438	44	20.4956
	20 Years	16	18.2406	26	18.8921	36	19.8315	46	20.5830
A08		10	18.4014	20	19.0779	30	19.9799	40	20.6938
	5 Years	11	18.6415	21	19.3306	31	20.2325	41	20.9338
	10 Years	12	18.7168	22	19.4183	32	20.3201	42	21.0215
	12 Years	13	19.0549	23	19.7438	33	20.6709	43	21.3973
	15 Years	14	19.1302	24	19.8315	34	20.7584	44	21.4726
	20 Years	16	19.2052	26	19.9066	36	20.8337	46	21.5478
A09		10	19.0028	20	19.6917	30	20.5559	40	21.4455
	5 Years	11	19.2554	21	19.9443	31	20.8086	41	21.6979
	10 Years	12	19.3306	22	20.0194	32	20.8836	42	21.7732
	12 Years	13	19.6561	23	20.3702	33	21.2470	43	22.1614
	15 Years	14	19.7438	24	20.4455	34	21.3222	44	22.2367
	20 Years	16	19.8315	26	20.5205	36	21.4099	46	22.3244
A10		10	19.0779	20	19.9799	30	20.6938	40	21.6833
	5 Years	11	19.3306	21	20.2325	31	20.9338	41	21.9360
	10 Years	12	19.4183	22	20.3201	32	21.0215	42	22.0112
	12 Years	13	19.7438	23	20.6709	33	21.3973	43	22.3996
	15 Years	14	19.8315	24	20.7584	34	21.4726	44	22.4872
	20 Years	16	19.9066	26	20.8337	36	21.5478	46	22.5624
A11		10	19.9799	20	20.6938	30	21.6833	40	22.6354
	5 Years	11	20.2325	21	20.9338	31	21.9360	41	22.8756
	10 Years	12	20.3201	22	21.0215	32	22.0112	42	22.9632
	12 Years	13	20.6709	23	21.3973	33	22.3996	43	23.3640
	15 Years	14	20.7584	24	21.4726	34	22.4872	44	23.4391
	20 Years	16	20.8337	26	21.5478	36	22.5624	46	23.5144
A12		10	20.6938	20	21.6833	30	22.6354	40	23.6125
	5 Years	11	20.9338	21	21.9360	31	22.8756	41	23.8650
	10 Years	12	21.0215	22	22.0112	32	22.9632	42	23.9402
	12 Years	13	21.3973	23	22.3996	33	23.3640	43	24.3537
	15 Years	14	21.4726	24	22.4872	34	23.4391	44	24.4413
	20 Years	16	21.5478	26	22.5624	36	23.5144	46	24.5165
A13		10	21.0070	20	21.8963	30	22.7982	40	23.8380
	5 Years	11	21.2595	21	22.1490	31	23.0509	41	24.0906
	10 Years	12	21.3348	22	22.2241	32	23.1385	42	24.1657
	12 Years	13	21.7104	23	22.6124	33	23.5269	43	24.5917
	15 Years	14	21.7856	24	22.7001	34	23.6146	44	24.6669
	20 Years	16	21.8734	26	22.7754	36	23.6898	46	24.7545
A14		10	21.6833	20	22.6354	30	23.6125	40	24.6523
	5 Years	11	21.9360	21	22.8756	31	23.8650	41	24.9048
	10 Years	12	22.0112	22	22.9632	32	23.9402	42	24.9799

	12 Years	13	22.3996	23	23.3640	33	24.3537	43	25.4184
	15 Years	14	22.4872	24	23.4391	34	24.4413	44	25.4936
	20 Years	16	22.5624	26	23.5144	36	24.5165	46	25.5812
A15		10	21.8963	20	22.7982	30	23.8380	40	24.9404
	5 Years	11	22.1490	21	23.0509	31	24.0906	41	25.1930
	10 Years	12	22.2241	22	23.1385	32	24.1657	42	25.2806
	12 Years	13	22.6124	23	23.5269	33	24.5917	43	25.7190
	15 Years	14	22.7001	24	23.6146	34	24.6669	44	25.7942
	20 Years	16	22.7754	26	23.6898	36	24.7545	46	25.8694
A16		10	22.6354	20	23.6125	30	24.6523	40	25.7044
	5 Years	11	22.8756	21	23.8650	31	24.9048	41	25.9445
	10 Years	12	22.9632	22	23.9402	32	24.9799	42	26.0322
	12 Years	13	23.3640	23	24.3537	33	25.4184	43	26.4832
	15 Years	14	23.4391	24	24.4413	34	25.4936	44	26.5709
	20 Years	16	23.5144	26	24.5165	36	25.5812	46	26.6460
A17		10	22.7982	20	23.8380	30	24.9404	40	26.0677
	5 Years	11	23.0509	21	24.0906	31	25.1930	41	26.3078
	10 Years	12	23.1385	22	24.1657	32	25.2806	42	26.3830
	12 Years	13	23.5269	23	24.5917	33	25.7190	43	26.8464
	15 Years	14	23.6146	24	24.6669	34	25.7942	44	26.9341
	20 Years	16	23.6898	26	24.7545	36	25.8694	46	27.0217
A18		10	23.6125	20	24.6523	30	25.7044	40	26.8944
	5 Years	11	23.8650	21	24.9048	31	25.9445	41	27.1345
	10 Years	12	23.9402	22	24.9799	32	26.0322	42	27.2097
	12 Years	13	24.3537	23	25.4184	33	26.4832	43	27.6858
	15 Years	14	24.4413	24	25.4936	34	26.5709	44	27.7609
	20 Years	16	24.5165	26	25.5812	36	26.6460	46	27.8610
A19		10	24.4895	20	25.7044	30	26.8944	40	28.1346
	5 Years	11	24.7419	21	25.9445	31	27.1345	41	28.3872
	10 Years	12	24.8171	22	26.0322	32	27.2097	42	28.4624
	12 Years	13	25.2681	23	26.4832	33	27.6858	43	28.9509
	15 Years	14	25.3433	24	26.5709	34	27.7609	44	29.0260
	20 Years	16	25.4184	26	26.6460	36	27.8610	46	29.1013
A20		10	26.8944	20	28.1346	30	29.5376	40	31.0032
	5 Years	11	27.1345	21	28.3872	31	29.7777	41	31.2432
	10 Years	12	27.2097	22	28.4624	32	29.8528	42	31.3435
	12 Years	13	27.6858	23	28.9509	33	30.3664	43	31.8822
	15 Years	14	27.7609	24	29.0260	34	30.4667	44	31.9573
	20 Years	16	27.8610	26	29.1013	36	30.5418	46	32.0324

*Step denominations for internal purposes only.

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. 88 - 2011

6
7 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
8 AN AGREEMENT WITH THE AMERICAN FEDERATION OF
9 STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME),
10 LOCAL 2662, EFFECTIVE NOVEMBER 1, 2011, AND
11 DECLARING AN EMERGENCY.

12
13 WHEREAS, Ohio Revised Code Chapter 4117 authorizes public employees to bargain collec-
14 tively with public employers regarding wages, hours, terms and other conditions of employment
15 and to enter into collective bargaining agreements; and

16
17 WHEREAS, the Mayor and his representatives and AFSCME Local 2662 have bargained col-
18 lectively and in good faith and said bargaining has resulted in a tentative agreement on a
19 collective bargaining agreement effective November 1, 2011, and

20
21 WHEREAS, on or about October 27, 2011, the membership of AFSCME Local 2662 ratified
22 said collective bargaining agreement;

23
24 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County
25 of Summit and State of Ohio, that:

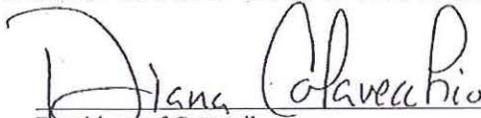
26
27 Section 1. The Mayor is hereby authorized to enter into a collective bargaining agreement as
28 negotiated with and ratified by AFSCME Local 2662, effective November 1, 2011, substantially in
29 the form of agreement placed on file with the Clerk of Council in Council File No. _____.

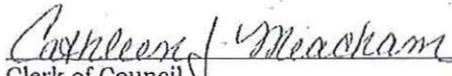
30
31 Section 2. Any other ordinances and resolutions or portions of ordinances and resolutions
32 inconsistent herewith are hereby repealed but any ordinances and resolutions or portions of ordi-
33 nances and resolutions not inconsistent herewith and which have not previously been repealed
34 are hereby ratified and confirmed.

35
36 Section 3. It is found and determined that all formal actions of this Council concerning and
37 relating to the adoption of this ordinance were adopted in an open meeting of this Council and
38 that all deliberations of this Council and of any of its committees that resulted in such formal
39 action were in meetings open to the public, in compliance with all legal requirements including
40 Chapter 107 of the Codified Ordinances.

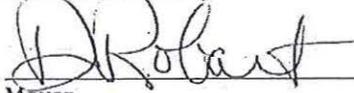
41
42 Section 4. This ordinance is hereby declared to be an emergency measure necessary for the
43 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga
44 Falls and the inhabitants thereof and provided it receives the affirmative vote of two-thirds of the
45 members elected or appointed to Council, it shall take effect and be in force immediately upon its
46 passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest
47 period allowed by law.

48
49
50 Passed: 10-31-11

51 
52 _____
53 President of Council

54 
55 _____
56 Clerk of Council

57
58 Approved: 11/1/11

59 
60 _____
61 Mayor