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AGREEMENT
BY AND BETWEEN
WOOSTER EMPLOYEES ASSOCIATION
AND
THE CITY OF WOOSTER, OHIO



January 1, 2012
through
December 31, 2013

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PREAMBLE

Section 1. This Agreement is entered into by and between the City of Wooster, Ohio, hereinafter referred to as the Employer, and Wooster Employees Association, hereinafter referred to as the Association.

Section 2. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Association; to provide equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, fringe benefits and other conditions of employment.

Section 3. It is the intent of the Employer to compensate its employees equitably and to carry out all other functions of Management with the best interest of the community in mind. In exchange, the employees agree to put forth a full day's work, and to perform his or her duties to the best of his/her abilities in a cooperative spirit.

ARTICLE I RECOGNITION

Section 1. The Employer recognizes the Association as the sole and exclusive representative for a unit of employees that include all non-supervisory full-time classified employees in the Labor, Trades, Technical, Clerical and Administrative pay schedule. Full-time is defined as any person regularly scheduled to work forty (40) hours in a week.

ARTICLE II AGREEMENT

Section 1. This Agreement sets forth all terms and provisions relative to wages, hours, fringe benefits, and terms and conditions of employment as well as the continuation, modification, or deletion of an existing provision of the Collective Bargaining Agreement. Thus, any of these matters shall remain as is for the duration of the Agreement except as mutually agreed by the parties.

Section 2. Should any specific part of this Agreement or the application of any provision contained herein be found or declared to be invalid by any court action or by any existing or subsequently enacted legislation, the remaining parts, portions and provisions shall remain in full force and effect.

Section 3. It is further agreed that neither party shall have a duty to bargain on any subject contained in this Collective Bargaining Agreement during the term of this Agreement, nor shall any matter as defined in Section 1 be initiated, altered or deleted without the mutual agreement of the parties. However, any legal rule, regulation, benefit or practice not covered by the definition in Section 1. may be initiated, modified, and/or discontinued by the Employer at its discretion. This Collective Bargaining Agreement represents the entire agreement between the Employer and the Association. Thus, the express provisions of the Agreement may be changed only by mutual agreement, reduced to writing, dated and signed by the authorized representatives

of the Employer and the Association. This Agreement supersedes and voids any and all prior Agreements between the parties.

Section 4. The terms and conditions of employment contained in this Agreement shall be binding following the approval of the City Council for the term and duration thereof.

Section 5. No Strike-No Lock Out

A. The Employer and the Association recognize their responsibility to provide for uninterrupted services to the citizens of the City of Wooster and as such the Employer agrees not to lock out the Association and the Association agrees not to strike during the term of this Agreement.

B. The Association agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike or work stoppage by its members or other employees for the duration of the Agreement.

C. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will order, authorize, instigate, cause, aid or condone any lockout of members of the Association.

ARTICLE III DUES DEDUCTION/FAIR SHARE PAYMENT

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, regular monthly dues and assessments levied by the Association from the wages of those employees who are members of the Association upon presentation of a written deduction authorization by the employee. No new authorization forms will be required from any employees in the Association for whom the Employer is currently deducting dues.

Section 2. The dues or assessments so deducted shall be in the amounts established by the Association from time to time in accordance with its Constitution and By-laws. The Association shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues or assessments from each pay.

Section 4. A check in the amount of the total dues/fair share withheld from bargaining unit members shall be tendered to the Treasurer of the Association within ten (10) days from the date of making said deductions.

Section 5. The Association hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Association shall indemnify the Employer for any such liabilities or damages that may arise.

Section 6. No employee covered by this Agreement shall be required to join the Association as a condition of employment.

Section 7. Any employee in the bargaining unit covered by this Agreement, as set forth in Article I Section 1, who is not a member of the Association shall, beginning sixty (60) days following initial employment, pay a fair share fee to the Association, as provided in accordance with Section 4117-11 of the Ohio Administrative Rules.

Section 8. The Association shall determine the amount of the fair share fee, which shall not exceed the amount of the dues for the members of the Association. The amount so determined shall be certified to the Employer.

Section 9. The Employer shall automatically deduct the fair share fee from each employee's pay each pay.

ARTICLE IV NON-DISCRIMINATION

Section 1. The Employer agrees not to discriminate against any employee for his/her activities in behalf of, or membership in the Association.

Section 2. The Employer and employees agree that there shall be no discrimination for or against any employee because of race, color, religion, sex, disability, marital status, age, political affiliation, national origin, association membership or for the purpose of evading the spirit of this Agreement.

ARTICLE V ASSOCIATION RIGHTS

Section 1. All employees have the right to become or not become members of the Association and to participate in its activities.

Section 2. The Association shall have the right to solicit membership of all new employees, and the Employer agrees not to interfere with the rights of new employees to join the Association.

Section 3. The Association recognizes its responsibility as bargaining agent and agrees to represent all members of the bargaining unit, without interference, restraint or coercion, and shall respect the rights of all employees in the bargaining unit.

Section 4. It is mutually agreed by both parties, that it shall be the continuing policy to develop procedures, policies and working agreements which will provide for maximum efficiency and harmony in the Employer's task of administering the affairs of the municipality and in providing equity to the employees.

Section 5. The Employer shall notify and discuss with the Association any proposed new personnel policies and procedures or changes in existing personnel policies and procedures, but shall be required only to negotiate on those subjects which are mandatory in accordance with Article II, Section 3. The Employer is not obligated to negotiate on any permissive subject.

Section 6. The Employer agrees that the employees shall be granted time off without loss of pay, for the purpose of attending meetings which are mutually set by the Employer and the employees, including all Employee-Management Committee meetings. Time off without loss of pay shall be approved by the Division Manager and shall not interfere with the regular operation of the Division.

Section 7. The Employer will provide counsel and liability insurance for all employees.

Section 8. General meetings of the Association will be permitted on the premises of the City after 5:00 p.m. so long as normal work and duties of those on duty are not interrupted by such meetings and space is available.

Section 9. Association Release

A. Whenever requested by an aggrieved employee or an employee who is the subject of an investigation who is summoned into a meeting where possible discipline may result therefrom, the Association President or his/her designee will be released with pay to represent the involved employee(s).

B. The Association President or his/her designee will be provided up to four (4) days unpaid leave to attend conventions, conferences, or seminars in each calendar year under this Agreement; provided that reasonable notice is given to the afore-representative's supervisor no later than thirty (30) days prior to the scheduled convention, conference or seminar; and, provided further, that such does not necessitate the payment of overtime in order to accommodate the requested time off.

ARTICLE VI MANAGEMENT RIGHTS

Section 1. The Employer reserves the exclusive right to determine the mission of and to manage the business of the Divisions represented by the Association bargaining unit in all phases and details. This right includes, but is not limited to, the right to determine the size and composition of the working force, to direct, control and assign employees in the discharge of their duties, to hire, suspend or discharge for proper cause, to apportion the working force, to control the Employer's property and operations and to carry out all other functions of management. In the exercise of these rights, the Employer shall be bound by the applicable provisions, if any, of this Agreement, which shall be controlling.

Section 2. The Association recognizes the exclusive right of the Employer to establish reasonable work rules. Such rules may be established by the Division Manager, Department

Director and/or the Mayor or his/her designee. Such rules, except those of an emergency nature, will not be adopted prior to discussion with the Association's Executive Board.

Section 3. The Employer shall have the right to determine reasonable work schedules and determine methods and processes by which the work shall be performed. The Employer shall have the right to schedule overtime work as necessary and consistent with the requirements of the Divisions' efficiency and operation in the best interest of the community and the citizenry.

Section 4. The Employer retains its rights to administer the Civil Service Laws of the City of Wooster and/or the State of Ohio, not in conflict with this Agreement.

Section 5. It is understood by both parties that all duties and responsibilities connected with a position are not always specifically enumerated in a job description. Nevertheless, it is intended that all duties related to the position shall be performed by the employee as required.

ARTICLE VII EMPLOYEE-MANAGEMENT COMMITTEE

Section 1. An Employee-Management Committee shall be established and will act as a mutual communication mechanism to discuss and resolve areas of concern. Such a committee shall be made up of four representatives of the Association and four representatives of the Employer.

Section 2. This Committee will function in the following areas:

A. To discuss proposed new personnel policies and procedures or changes in existing personnel policies and procedures.

B. To anticipate and discuss problems in the work environment, and ways in which the work environment can be improved.

C. To suggest improved means of performing current services.

D. To advise and consider issues relating to employees and their concerns, including health and safety issues.

E. To develop social and recreational activities, incentive plans, recognition awards and other methods to improve Employee-Employer relations.

ARTICLE VIII PROBATIONARY PERIOD

Section 1. The initial probationary period for any employee shall be three hundred sixty-five (365) calendar days. During this period, discipline, suspension or discharge by the Employer shall not be subject to the grievance procedure.

Section 2. Promotional probationary period shall be ninety (90) calendar days.

ARTICLE IX SENIORITY AND LAY OFF

Section 1. If a lay-off becomes necessary, it shall be made in seniority order consistent with City Ordinance 1978-49, passed 10-16-78, and recall shall be in the inverse order of lay-off. If a lay-off should become necessary, the Employer shall pay the laid off employee for all regular pay due, including pay for accrued but unused vacation, holidays, and compensatory time.

Section 2. Seniority shall not accrue to probationary employees, but shall count toward total seniority once past the probationary period. Seniority shall only be broken by resignation, termination, or death. Unpaid leaves of absence shall not count toward seniority, but shall not constitute a break in seniority.

Section 3. Reduction in Personnel Whenever it becomes necessary to reduce the number of employees in the classified service, the Director of Administration shall have the power to designate the classifications, divisions and departments to be affected by such layoffs. The Director shall notify the Civil Service Commission and furnish the names of the employees in the order in which such layoffs occurred.

Section 4. Order of Layoffs

A. Whenever it becomes necessary to reduce the working force in a classification in any division of the City, the Director shall lay off employees inversely in order of seniority credit. No layoffs shall be affected or influenced by politics, religion, sex or race, and no layoffs shall be used as a substitute for disciplinary action.

B. In the event two or more employees of the same status in the same classification are subject to layoff and have the same seniority credit, the order of layoff shall be according to their final average grades on the examination passed to obtain such classification. The employee with the lowest grade shall be laid off first.

C. Any permanent employee who has been promoted and is subject to layoff shall be entitled to return to the position from which the employee was promoted. If such former position has been filled, the employee in that position shall be demoted into the lower position occupied prior to the promotion. This process shall continue until the most recently hired employee affected by such demotions shall be laid off.

Section 5. Seniority Credit Seniority credit shall be the amount of continuous service an employee has accumulated in the service of the City, according to the following rules:

A. Any permanent employee who has served as a temporary or probationary employee and who has achieved permanent status with no interruption in service shall receive seniority credit for the continuous service during the period served as a temporary or probationary employee.

B. Part-time employees shall have their continuous service pro-rated as it relates to full-time when determining seniority credit for layoff purposes.

C. Any leave without pay other than sick leave, injury leave or military leave shall be subtracted when computing the continuous service of an employee for purposes of determining seniority credit.

D. The continuous service of a permanent employee who has resigned and been re-instated shall be computed from the time of the last re-instatement and no seniority credit shall accrue for service prior thereto.

Section 6. Re-employment List

A. When any permanent employee is laid off, the name of such person shall be placed at the top of the eligible list of the classification from which the employee was laid off. If there is no existing eligible list at the time, the name shall constitute one. When two or more persons have been laid off, whether at the same time or not, their names shall be placed at the top of such eligible list in the order of their appointment in the classification held by them when laid off.

B. Such persons shall be eligible for certification and reemployment for a period of two years thereafter, or, if sooner, until such time as the employee is removed from the eligible list for the reasons provided in Section 133.05 (c) of the Wooster Administration Code passed October 16, 1978.

ARTICLE X DISCIPLINE

Section 1. Disciplinary action taken by the Employer shall only be for just cause.

Section 2. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined.

Section 3. Where reasonable, the Employer and the Association agree that initial discipline shall be carried out in private.

ARTICLE XI EVALUATION

Section 1. Evaluations are the responsibility of Management. However, recognizing that scheduling requirements preclude Management from having daily supervisory contact with all employees, bargaining unit members may be required to give input to Management in the evaluation of an employee. Such input shall not prejudice the employee.

Section 2. The current evaluation form shall remain unchanged for the duration of the Collective Bargaining Agreement.

ARTICLE XII PERSONNEL FILES

Section 1. An Employee may request an opportunity to review his/her personnel file and may have an Association representative present when reviewing his/her file. A request for copies shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

ARTICLE XIII DRUG TESTING

Section 1. The Employer and the Association recognize an employee's substance abuse may have an adverse impact on the Employer, the Employer operations, the image of the employees, and the general health, welfare, and safety of the employees and the general public at large. The Employer and the Association also recognize that the Employer is obligated by its receipt of federal funds to take steps to assure a drug free workplace. Therefore, the parties agree that the Employer shall have the right and authority to require statutorily covered employees to submit to toxicology testing designed to detect the presence of any controlled substance or narcotic drug. The Employer agrees that requiring an employee to submit to testing of this nature shall be limited to circumstances where the employee's immediate supervisor has a reasonable belief that the employee is under the influence of such substances, suffers from substance abuse, has been involved in an accident or is in violation of the Employer's Personnel Rules and Regulations regarding the use of such substances or drugs. The City shall require Employees to submit to post accident/injury testing, provided that the decision to require such testing shall be within the reasonable discretion of the Department or Division Manager having supervision of the Employee involved in the accident/injury. This provision will not be implemented until such provision or similar provision is implemented for all other City employees.

Section 2. It is understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the Employer's legitimate inquiry into the use of any controlled substances or narcotic drug by its employees.

Section 3. All testing shall be analyzed in a certified Ohio Department of Health Medical Laboratory using recognized technologies. All laboratory results shall be required to be interpreted by a Medical Review Officer. In the event an employee's test results are positive, a second test, different from the first, shall be conducted to verify the results. If the employee so requests, he/she shall be given a copy of the test results after the Employer has received same.

Section 4. The results of such tests may serve as a basis for disciplinary action up to and including dismissal. However, it is understood that the purpose of this program is corrective rather than punitive in nature and that any discipline arising thereunder will be considered in light of this objective.

Section 5. The parties agree that the refusal of an employee to submit to toxicology testing in accordance with the provisions of this Article, may constitute just cause for disciplinary action being taken against the employee up to and including dismissal in accord with the provisions of the Disciplinary Article of this Agreement.

Section 6. The parties agree that testing for the presence of controlled substances and/or narcotic drugs shall be done through analysis of the employee's blood or urine.

Section 7. An Association representative may accompany an employee to the testing site but may not be present during sample collection.

Section 8. The Association shall, upon request made prior to the time a sample is taken pursuant to this Article, have the right to have an additional sample taken and sent to a certified Ohio Department of Health Laboratory of the Association's choice for testing at the Association's expense.

Section 9. All laboratory results shall be required to be interpreted by a Medical Review Officer.

ARTICLE XIV HOURLY WAGE RATES

Section 1. For the duration of this Agreement, all members will be compensated at the rate of pay in effect for each employee as of December 31 2010; provided that members may, at the discretion of the Employer, receive increases due to a member's promotion, reclassification or reassignment.

Section 2. Pay Steps: For the duration of this Agreement, there will be no step increases. Employees will be compensated as provided in Section 1, above.

Section 3. Stipend: Employees who were a member of the bargaining unit as of January 1, 2012 will be entitled to receive a one-time stipend of \$700.00 per member, payable with the first full pay period following execution hereof.

ARTICLE XV RETIREMENT INCENTIVE

Commencing with contract year 2005, when a member of the bargaining unit has completed 27 years of service with the City of Wooster, he/she will be eligible for a stipend of two thousand dollars (\$2,000.00) per year, not to exceed six thousand dollars (\$6,000.00) during the term of employment, payable on the anniversary date following eligibility and each City anniversary thereafter until the payment of six thousand dollars (\$6,000.00) has occurred, but in no event shall any payment be made after the 36 year anniversary. It shall be the sole responsibility of the Employee to notify the Human Resources Division as to what years they opt to receive payment. In the event the member has indicated his/her option of receiving payment, but leaves employment

prior to the anniversary date, the stipend will be pro-rated to the date of retirement. The anniversary date will be based upon years of service with the City of Wooster

ARTICLE XVI PENSION ENTITLEMENTS

Section 1. PERS Pick Up. In addition to the pay increase described in Article XIV, the Employer shall pick up 5½% effective 1/01/2004 of the employee's contribution to the Public Employees Retirement System (PERS) and contribute such payment to each employee's account. The 5½% contribution will be treated as a fringe benefit accruing to the benefit of the employees.

Section 2. Salary Reduction Program. The salary reduction program implemented under the 1991-92 Collective Bargaining Agreement will remain in effect.

ARTICLE XVII OVERTIME, COMP TIME & CALL-IN

Section 1. All employees, while on an active pay status, shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate for all work performed in excess of forty (40) hours per week.

Section 2. When an employee receives a call-in from a Division Manager or his/her designee, the employee shall be guaranteed a minimum of two (2) hours of pay at the rate of one and one-half (1 1/2) times the employee's regular hourly rate.

Section 3. An employee's authorization to work overtime must be obtained from the immediate supervisor and/or the Division Manager.

Section 4. Employees working overtime or call-in shall have the option of choosing pay or compensatory time off at the rate stated in Sections 1 and 2 above.

Section 5. Compensatory time shall not be used within the week in which it has been earned.

Section 6. Accumulation of compensatory time will be limited to a forty (40) hour maximum at any one time. Additionally, Employees may cash in accrued compensatory time in increments of not less than eight (8) hours by giving notice to the City in writing of the desire to do so. The compensatory time will be paid out within thirty (30) days of the written request.

Section 7. The use of compensatory time will be during a period which will not disrupt or interfere with the normal operation of the Division.

Section 8. Prior approval for the use of compensatory time shall be obtained from the Division Manager or his/her designee, and shall be used at a time that is mutually agreeable.

ARTICLE XVIII TRAINING AND TESTING

Section 1. All Employer-required training will be conducted when practicable on Employer property at Employer's expense during regular duty time. When not practicable, the Employer is still responsible for paying for all such training, (including employee travel to and from an off-Employer property training site) in accord with the provisions of the Fair Labor Standards Act.

ARTICLE XIX MILEAGE

Section 1. The Employer and the Association agree that employees are to utilize Employer vehicles when traveling on Employer business. If an Employer vehicle is not available, employees, with prior approval of the Division Head or his/her designee, may use personal vehicles and will be reimbursed at the maximum IRS rate.

ARTICLE XX UNIFORMS

Section 1. The Employer shall provide uniforms to all employees as necessary.

ARTICLE XXI HOLIDAYS

Section 1. The following days shall be recognized as paid holidays. Such holidays shall be observed on the day on which they occur.

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

Section 2. Employees shall work their normal scheduled shifts through the calendar year and shall be paid for each hour worked.

Section 3. Employees normally scheduled to work on any of the above holidays shall be paid eight (8) hours, or ten (10) hours if appropriate, for the holiday times the employee's hourly rate at the time the holiday occurs, plus time and one-half (1-1/2) time for those hours actually worked on the holiday.

Section 4. Employees not scheduled to work on any of the above holidays shall be paid eight (8) hours, or ten (10) hours if appropriate, for the holiday time the employee's hourly rate at the time the holiday occurs.

Section 5. Employees not scheduled to work and are called in on any of the above holidays shall be paid eight (8) hours, or ten (10) hours if appropriate, for the holiday plus time and one-half (1-1/2) for those hours worked.

Section 6. Employees desiring to take time off in lieu of holiday pay may be awarded work days off, with pay, in addition to his/her vacation allowance. The use of such days must be approved by the respective Division/Department Head whose approval shall not be unreasonably withheld.

Section 7. Any holidays which are unused as of the last day of the last pay period in November shall receive payment for the above unused holidays in the last pay in November, calculated according to the regular hourly wage each Employee was making at the time the holiday occurred. Employees shall receive payment for the above unused holidays on the last pay in November, calculated according to the regular hourly wage each Employee was making at the time each holiday occurs.

Section 8. Holidays accrued may be used in increments of not less than one (1) hour.

ARTICLE XXII VACATION

Section 1. Vacation shall be accumulated on the following schedule subject to further provisions of Sections 2 through 14.

A. Employees Hired on or Before December 31, 2004.

<u>Years of Service</u>		<u>Vacation Hours Earned</u>
<u>At Least</u>	<u>But Less Than</u>	
0 years	5 years	.03875 hrs. per hrs. worked
5 years	10 years	.0575 hrs. per hrs. worked
10 years	15 years	.0775 hrs. per hrs. worked
15 or more years		.09625 hrs. per hrs. worked

B. Employees Hired on or After January 1, 2005.

<u>Years of Service</u>		<u>Vacation Hours Earned</u>
<u>At Least</u>	<u>But Less Than</u>	
0 years	8 years	.03875 hrs. per hrs. worked
8 years	12 years	.05750 hrs. per hrs. worked
12 years	18 years	.0775 hrs. per hrs. worked
18 or more years		.09624 hrs. per hrs. worked

Section 2. Time spent in regular military service is to be counted towards calculating vacation, provided the person in question was a municipal employee at least one hundred twenty (120) days before entering military service.

Section 3. The Mayor or designee may permit transfer of accrued service time from other governmental agencies for any new employee who is hired from such agency.

Section 4. The Mayor or his/her designee is authorized to establish rules and regulations on the implementation of the vacation leave.

Section 5. All employees shall forfeit his/her right to take or be paid for any vacation leave to his/her credit which is in excess of the accrual from two (2) years of employment. Such excess of the accrual from two (2) years shall be eliminated from the employee's leave balance the first pay period ending in July of the current year, unless the Mayor, in his/her discretion has granted the Employee a waiver up to a maximum of six months. The Human Resources Division shall provide the form for said waiver.

Section 6. Days designated as holidays shall not be charged to vacation, regardless of the day of the week in which it falls.

Section 7. Vacation leave shall be earned during the time the employee is in an active pay status. It is not earned while on unpaid leave of absence or unpaid military leave.

Section 8. Annual vacation shall be taken at such time as the Division Manager approves. All vacation must be requested on a form authorized by the Mayor or his/her designee. All vacation in the excess of three (3) days must be requested five (5) days in advance.

Section 9. A new full-time classified employee, in the first year of employment, shall accrue vacation but shall not be permitted to use it until the employee has completed two thousand eighty (2080) hours of service.

Section 10. An employee shall not be permitted to use vacation which he/she has not accumulated.

Section 11. No employee shall be given vacation credit for overtime hours worked.

Section 12. Upon separation from municipal service, an employee is entitled to compensation for any unused vacation leave to his/her credit at the time of separation. No payment shall be made to employees who have not completed two thousand eighty (2080) hours of service. The maximum amount of vacation that may be paid upon separation is that accumulated vacation time not in excess of the accrual from two (2) years of employment.

Section 13. In case of death of an employee, the approved unused accumulated vacation leave shall be paid to the deceased employee's estate.

Section 14. Vacation accrued may be used in increments of not less than one half (1/2) hour.

ARTICLE XXIII INJURY LEAVE

Section 1. If an employee is injured or contracts illness while performing his/her assigned duties and as a result of said injury or illness is certified unable to work by a licensed physician, the following compensation shall go into effect: The first one hundred twenty (120) scheduled working hours of the disability shall be drawn from accumulated sick leave; the next four hundred eighty (480) consecutive working hours of certified disability caused by the original injury or illness shall be compensated as follows: The Employee will be compensated through Wage Continuation whereby the Employer will pay the Employee's regular earnings in lieu of Ohio Bureau of Worker's Compensation reimbursement. After the exhaustion of the four hundred eighty (480) hours of earnings paid through Wage Continuation, if the employee is still certified disabled and unable to return to work, the Employer shall pay to the Employee the difference between the payment received from Ohio Bureau of Worker's Compensation and his/her regular earnings for an additional five hundred sixty (560) scheduled working hours.

All work related injuries or illness shall be reported to the Department Head or immediate supervisor as soon as possible. Following disability from illness or injury, certification from the attending physician shall be required stating the employee is physically able to return to duty.

Section 2. An additional one thousand forty (1040) consecutive hours of injury leave may be granted by the Employer after the one thousand forty (1040) hours provided for in Section 1 hereof, based on the same condition and upon additional certification by a duly licensed physician and with approval of the Mayor or Designee.

Section 3. An Employee who qualifies for injury leave, but has worked for the Employer less than one (1) year, and who would not have been able to accumulate one hundred twenty (120) hours of sick leave by the time of such injury or illness, shall qualify for injury leave pay after using whatever sick leave credit the employee has accumulated during his/her service with the City.

ARTICLE XXIV COMPULSORY LEAVE OR JURY DUTY

Section 1. Any employee who is called for Jury Duty, either Federal, County or Municipal, shall be paid his/her regular wage, as provided for in the Ohio Revised Code. Any compensation received from such court for Jury Duty shall be turned over to the Employer.

ARTICLE XXV SICK LEAVE

Section 1. All employees covered by the Agreement shall earn sick leave on the following formula: For each completed hour of service, the employee shall earn .0577 sick leave hours. Sick leave accumulation shall be unlimited. Employees shall accumulate sick leave only for time worked, or when in active pay status.

Section 2. An employee shall not be permitted to use sick leave which he/she has not accumulated. An employee who has exhausted his/her sick leave shall be permitted an unpaid leave of absence, as approved by the Mayor or his/her designee, whose approval shall not be unreasonably withheld, not to exceed five (5) days.

Section 3. All Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to other employees and for illness, injury or death in the employee's immediate family, (husband, wife, son or daughter or parents). For parents only, employees are limited to twenty-four (24) hours per contract year. Employees may also use up to four (4) days of sick leave to attend funerals for the following family members: husband, wife, son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, step-son, step-daughter, step-mother, step-father, step-sister, step-brother, step-grandparents and step-grandchildren. Sick leave used for attending such funerals will not be considered as being used when calculating sick leave incentive pay.

Section 4. Before an absence may be charged against accumulated sick leave, the employee must present a sick leave affidavit or a doctor's excuse to justify the use of sick leave. The Division Head may require such proof of illness, injury or death as may be satisfactory to him/her or may require the employee to be examined by a physician designated and paid by the Employer. In the event an employee is absent for more than three (3) consecutive work days, a certificate stating the nature of the illness from a licensed physician shall be required to be eligible for paid sick leave. Falsification of either a written or signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline.

Section 5. At least thirty (30) minutes before starting time on his/her shift, an employee on sick leave shall inform the supervisor in charge of the shift of the fact, except in case of a bonafide emergency.

Section 6. The previously accumulated sick leave of an Employee who has been separated from the City of Wooster may be placed to his/her credit upon re-employment by the City of Wooster, if re-employed within ten (10) years. The Mayor may permit transfer of sick leave from employment with any other employer. The Employer shall recognize sick leave transferred from other agencies provided that the Employee was hired by the City of Wooster on or before December 31, 2004.

Section 7. Absence that is chargeable to sick leave accumulation, in accordance with these provisions, shall be charged in increments of one half (1/2) hour, for the first hour and then one-fourth (1/4) hour increments thereafter.

Section 8. With the approval of the Employee's Division Manager, which shall not be unreasonably withheld, sick leave may be used for examination of the Employee including medical, psychological, dental or optical examination by an appropriate practitioner.

Section 9. An Employee with at least two hundred and forty (240) hours of accrued sick leave may donate up to forty (40) hours of sick leave to any other WEA Employee who has exhausted his/her sick leave due to serious injury or illness. Donated sick leave hours will not be assigned a monetary value and will be on a one-for-one basis regardless of differences in hourly rate of pay between the donating Employee and the donee. Donated sick leave hours to another member will not be calculated as sick leave used when applying the criteria for sick leave incentive. Members shall be limited to one single donation per occurrence of major injury or major illness of another WEA member. An Employee separating from employment will not be permitted to transfer unused sick leave to another WEA member.

ARTICLE XXVI SICK LEAVE INCENTIVE

Section 1. Employees who have a minimum of three hundred twenty-five (325) hours of accumulated sick leave on the first day of the last pay period paid of the preceding year and take no more than thirty-six (36) hours sick leave from the first day of the last pay period paid during the preceding year through the end of the pay period prior to the last pay period paid of the current year shall qualify for sick leave incentive payment.

Section 2. Employees meeting the above requirements shall receive in their last pay of the year an amount equal to twenty (20) sick time hours accumulated during the preceding pay periods defined in Section 1. times the employee's hourly rate of pay in effect on that date. At that time, the Mayor or his/her designee is authorized to deduct the number of hours paid as sick leave incentive from the employee's sick leave balance on the last pay period paid of the year.

Section 3. The Human Resources Manager will provide a schedule of dates for each year of the Agreement, based on the above formula.

Section 4. Sick leave used for attending funerals of family members as defined in Section 3. of Article XXV will not be considered as being used when calculating sick leave incentive pay.

ARTICLE XXVII SEVERANCE PAY

Section 1. Upon retirement from City service, an employee with ten (10) or more years of service shall receive payment for his/her accumulated sick leave based upon the employee's rate of pay at retirement. Maximum payment shall be thirty three percent (33%) of his/her accumulated sick leave, not to exceed a total of six hundred (600) hours. Such payment shall be made only once to any employee.

Section 2. In the case of the death of an employee, the estate of an employee with ten (10) or more years of service to the City shall receive payment for his/her accumulated sick leave based upon the employee's rate of pay at time of death. Maximum payment shall be as described in the preceding section, provided that an employee who died before becoming eligible for retirement will be limited to a maximum payment calculated by multiplying the figure from Section A. by the fraction of the employee's total years of service divided by 30.

ARTICLE XXVIII MEDICAL INSURANCE

Section 1. For each year of the contract, the Employer shall provide comprehensive medical coverage equal to or better than the existing coverage with Community Coordinated Healthcare. The cost of the premium for said coverage will be shared between the Employer and the Employee. There shall be a fixed annual contribution by the Employee of \$983.06 per year for family coverage or \$424.58 per year for single coverage, with the appropriate amount to be assessed in a pro rata amount as a payroll deduction from the Employee's bi-weekly pay. The Employer will pay the remainder of annual premium for family and single coverage. Employees may chose between a Gold or Silver plan design, as shown in Exhibit A. Employees opting for Gold plan design, will not be required to submit screening results to the City.

Section 2. The Employer shall implement a tax deferred Flexible Medical Spending Account for Employee contributions. Effective January 1, 2008, The Employer shall contribute annually to an Employee's FSA the sum of:

\$350 for Employees with marital status of "Single with no dependents"
\$700 for Employees with marital status of "Married" or "Single with dependents"

Where two Employees of the City are married, the combined contribution to the Employee's FSA shall be \$900.

Section 3. Each year at the time the rates are presented by the Carrier, the Employer and Association shall meet to review the rates.

Section 4. The Employer will appoint one (1) individual in the Human Resources Division to handle all insurance inquiries and problems on a regular basis at least three (3) hours, twice a week. Such inquiries and problems will be handled by personal appointments.

ARTICLE XXIX EDUCATIONAL ASSISTANCE

Section 1. Purpose Employees on a full-time status who have been in the continuous employ of the Employer for six (6) months may pursue educational courses to supplement his/her knowledge and increase his/her skills or to obtain a degree in a field related to his/her work. Employees may participate in this educational program by:

- A. Attending classes to improve their skill performance in their present position; or
- B. Preparing for positions in their normal line of promotion by supplementing or building their education along this line.

Section 2. Financial Support The Employer will authorize through the Mayor or his/her designee, a reimbursement of the tuition cost with a maximum payment of four thousand (\$4,000) per year per employee. Reimbursement is made after the employee completes an

approved course of study and attains a satisfactory grade which shall be defined to mean a grade of 'C' or higher on a traditional scale, or 'pass' on a 'pass/fail' scale.

Section 3. Separation Agreement If an employee voluntarily separates from City employment, the employee shall reimburse the employer all tuition paid to the employee in the previous two-year period. The two-year period will be determined by the date of completion of the most recent course taken by the employee.

Section 4. Procedure Full-time employees who wish to acquire additional education through this educational assistance program should initiate his/her request on an application form available in the Human Resources Division. The application should be presented to the Division Manager, who will make his/her recommendation and pass the application on to the Mayor or his/her designee for approval or denial. The prior approval of the Mayor or his/her designee is mandatory to receive educational assistance. Any employee may meet with the Mayor or his/her designee concerning the decision.

ARTICLE XXX GRIEVANCE PROCEDURE

Section 1. Definitions

A. A "Grievance" shall be defined as a dispute or controversy arising from a violation or misapplication or misinterpretation of the specific and express written provisions of this Agreement as it relates to wages, hours, and conditions of employment. A grievance may be also processed challenging the reasonability of new or changed work rules promulgated by the Employer.

B. A "Grievant" shall mean any member or group of members of the Association or the Association itself.

C. "Days" as used in this Article shall mean calendar days, excluding Saturdays, Sundays and Holidays, as provided for in this Agreement.

Section 2. Purpose

A. The purpose of this procedure is to secure equitable solutions to grievances.

B. Both parties agree that the procedure will be kept as informal and confidential as may be appropriate at each step of the procedure, and representation, when requested, will not be restricted at any step.

C. If a written grievance is not filed within ten (10) days after the act or condition giving rise to the grievance is known, or reasonably should have been known, the grievance shall be considered waived.

D. The resolution of any grievance where the Association does not represent the Grievant shall be reported to the Association President and shall not have any precedential value in other grievances.

E. An employee who files a grievance under this procedure shall forward a copy to the President of the Association and to the Human Resources Manager.

Section 3. Procedure Except for dismissals, which may begin at Step IV of the Grievance Procedure, grievances shall be processed in the following manner:

STEP I

An employee who feels aggrieved shall first reduce the grievance to writing and present it to the supervisor within the time frame described in Section 2C above. The Supervisor will meet with the Grievant and/or his/her Association representative no later than ten (10) days following receipt of the grievance. The Supervisor will give a written response to the grievance no later than ten (10) days thereafter.

STEP II

If the dispute is not resolved at Step I, the grievant or the Association may appeal the Step I decision to the Department/Division manager. Such an appeal must be filed within ten (10) days of the issuance of the Step I decision.

STEP III

- (1) The Department/Division Head or his/her designee will meet with the Grievant or his/her Association representative as expeditiously as possible, but no later than ten (10) days following receipt of the Step II appeal unless the parties agree upon a later date. Thereafter, but no later than ten (10) days, the Department or Division Head or his/her designee will give his/her written response to the grievance.
- (2) Any settlement or withdrawal of a grievance in Step III shall be in writing and signed by both parties.
- (3) The Association may appeal an adverse Step III decision to Step IV. Any such appeal must be within fifteen (15) days after receipt of the Department/Division Head or his/her designee's decision unless the parties' representatives agree to extend the time for appeal. Copies of the written decision shall be submitted with the appeal.

STEP IV

The Mayor or his/her designee shall convene a hearing within twenty (20) days of the receipt of the appeal. The hearing will be held with the Grievant, his/her Association

representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his/her designee shall issue a written decision to the Grievant and his/her Association representative within twenty (20) days from the date of the hearing.

STEP V

- (1) If the grievance is unresolved at Step IV, the Association may within thirty (30) days submit in writing the grievance to arbitration for final and binding resolution.
- (2) The decision to pursue the grievance to arbitration shall for the Association, rest with its Executive Board. Either party may retain outside counsel to represent it in arbitration at its own cost.
- (3) The Arbitrator shall be selected by the parties through the alternate strike method from a list of seven (7) arbitrators supplied by the Federal Mediation and Conciliation Service.
- (4) The Arbitrator shall conduct a hearing on the grievance within sixty (60) days of his/her appointment. The Arbitrator shall within thirty (30) days of the close of the record, render a decision that will be final and binding on the parties. The Arbitrator may not add to, subtract from, or otherwise modify the terms of this Agreement.
- (5) The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses and compensation of all witnesses, court reporter, transcripts and representatives shall be borne by the party requesting same. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 4. Miscellaneous

- A. Decisions in response to formal grievances will be in writing setting forth the decision and reason(s) therefore, and will be transmitted to all parties to the grievance and to the Association.
- B. In the event meetings and/or hearings related to the grievance are held during the normal working hours of Association members, the Grievant and one (1) Association representative shall be granted released time without loss of pay or benefits. In the event that the Association is the Grievant, the President and one (1) representative shall be granted released time without loss of pay or benefits.
- C. A Grievant may, at his/her option, have representation present at all levels of the grievance procedure.

ARTICLE XXXI DURATION

Section 1. This Agreement shall become effective January 1, 2012 and cannot be terminated, amended or modified by either party prior to December 31, 2013. Either party wishing to terminate, amend or modify this Agreement after that date must notify the other party, in writing, no sooner than sixty (60) days prior to the expiration date provided for herein by registered or certified mail that it desires to terminate or modify this Agreement.

Section 2. Within twenty (20) days after receipt of a notice to terminate or desire to modify, the Employer and the Association shall commence negotiations unless it is mutually agreed to extend the number of such days.

Section 3. The terms of this Agreement shall be converted to Ordinance for review and adoption by City Council. The form and language of such ordinance shall be subject to this Agreement.

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ARTICLE XXXII EXECUTION

Section 1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of February 2012.

FOR THE ASSOCIATION



Dave Case, President



Janell Cooper, Executive Committee Member



Sheila Fike, Executive Committee Member



Chad Frank, Executive Committee Member



Bob King, Executive Committee Member

S. Randall Weltman, Labor Counsel

FOR THE EMPLOYER



Robert F. Breneman, Mayor



Richard R. Benson, Jr., Director of Law
