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Signed 9/30/11

Enacted 10/4/11

10-MED-04-0618

K#27994

AGREEMENT BETWEEN
CITY OF SALEM, OHIO

AND

LOCAL #2701

AFSCME, OHIO COUNCIL 8

(AFL-CIO)

STATE EMPLOYMENT
RELATIONS BOARD
2012 JAN 19 P 1:48

July 1, 2011 through June 30, 2014

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ARTICLE 1 PURPOSE

- A. This agreement is made and entered into this 1st day of July, 2011 by and between the City of Salem, Ohio, hereinafter designated as the City or the Employer, and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 2701, hereinafter designated as the Union.
- B. The purpose of this contract is to provide an orderly and peaceful procedure for the resolution of grievances of bargaining unit employees. This Agreement also allows bargaining unit employees, through Union representation, to participate in the establishment of working terms, hours, and conditions of employment in the City of Salem.

ARTICLE 2 RECOGNITION

- A. The Union is recognized as the sole and exclusive bargaining representative for a bargaining unit of all employees, as certified by the State Employment Relations Board and as contained in Appendix A, for the purpose of establishing terms and conditions of employment, but excluding all supervisors, professional (as defined by the collective bargaining act), administrative employees, guards and security (as defined by the collective bargaining act), and students. The City will not recognize any other union, organization or person as the representative for any of the employees in the bargaining unit.

ARTICLE 3 NONDISCRIMINATION

- A. The City and the Union agree that both parties shall not discriminate against any employee on the basis of age, sex, color, creed, national origin, religion, political affiliation, marital status, sexual preference, or disabilities.
- B. The City and the Union continue to endeavor to carry out their obligations and responsibilities under the American with Disabilities Act (ADA) and have attempted to avoid conflicts between this Collective Bargaining Agreement and the Employers duty to provide reasonable accommodation. The parties agree that the Employer has full authority to comply with the ADA, even where such action may conflict with this Agreement.
- C. The City agrees that it shall not discriminate against, interfere, restrain, or coerce any employee because of membership in the Union nor because an employee holds Union office, nor shall it interfere with an employee's rights to become a member of the Union.

- D. The City and the Union agree that sexual harassment at the workplace shall not be tolerated. The Union can submit a complaint of sexual harassment directly to the last step of the grievance procedure. Such harassment is defined as, but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
- 1) Submission to the conduct is either an explicit or implicit term or condition of employment;
 - 2) Submission to or rejection of the conduct is used as the basis for employment decisions affecting the person who did the submitting or rejecting;
 - 3) Such conduct has the purpose of unreasonably interfering with an individual's work performance or creating an intimidating or offensive working environment.
- E. Sexual harassment shall not include a consenting relationship between adults.
- F. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE 4

UNION DUES & FAIR SHARE FEE

- A. The Employer agrees to deduct Union membership dues, in accordance with this Article, for all employees eligible for the bargaining unit.
- B. The Employer agrees to deduct regular Union membership dues once each pay period, from the pay of any employee in the bargaining unit eligible for such deduction, upon receiving written authorization, signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted, following the pay period in which the authorization was received by the Employer.
- C. The Employer shall be relieved from making such individual check-off deductions upon an employee: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) written revocation of the check-off authorization.
- D. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

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- E. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made, in writing, to the Employer within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.
- F. The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) months advance notice must be given to the Employer prior to making any changes in any individuals dues deductions. The Employer shall remit the aggregate of Union dues deductions and a list of employees from whom dues have been deducted within ten (10) days of payroll date to Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512.
- G. Employees, who are members of the Union, may cancel dues deduction by directing a certified letter to the Union and to the Employer in the 120-day period prior to the expiration of this Agreement.
- H. Each bargaining unit employee, who is not a member of the Union, shall, as a condition of employment, pay a fair-share fee to the Union. The fair-share fee obligation shall commence on the first pay period during which fees and dues are deducted, following sixty (60) calendar days of employment.
- I. Fair-share fees shall be paid by automatic payroll deduction. Fair-share fee deductions do not require prior authorization from the affected employee. Fair-share fees shall be deducted in amounts determined by the Union, in accordance with law.
- J. Fair-share payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair-share fee was deducted during the previous month, including the amount of the deduction.
- K. The Employers obligation to deduct fair-share fees is contingent upon the Unions fulfillment, on behalf of each nonmember bargaining unit employee, of each obligation established by law.
- L. The Union may amend the fair-share fee amount by providing the Employer with written documentation of its compliance with applicable law. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.
- M. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out

of the provision of this Article, regarding the deduction of Union dues or fair-share fees. 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. The Union warrants and guarantees to the Employer that no provision of this Article violates the Constitution or laws of the United States of America or the State of Ohio, and that all of its procedures regarding deduction, reporting, use, and rebate are in accordance with applicable law. 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.

- N. Nothing in this Article shall be construed to limit the right of the Employer to seek judicial review of any of its provisions at any time.
- O. The Employer and the Union intend that this Article shall be lawful in every respect. If any court of last resort determines that any provision of this Article is illegal, then that provision, alone, shall be void. Invalidation of any provision is judicially invalidates, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

ARTICLE 5 PERSONNEL FILES & RECORDS

- A. Any employee may request to see and will be permitted to examine her/his personnel file, so long as s/he does so in the office where the files are kept and does not remove any article from the file.
- B. The employee shall be shown a copy of all derogatory notations in her/his file. If said offense does not reoccur within two (2) years, said notation may be removed from her/his file and personnel records upon petitioning to have them removed made to the Mayor of the City of Salem.
- C. Bargaining unit members may appeal disciplinary actions through the Grievance Procedure.

ARTICLE 6 GRIEVANCE PROCEDURE

- A. A grievance is a complaint, dispute or other controversy in which it is claimed that either party has failed in an obligation under the terms of this Agreement and which involves the meaning, interpretation, or application of this Agreement

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- B. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Grievance Procedure or anywhere else in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration, and having it adjusted without intervention of representation of the Union.
- C. Failure, by Management, at any step of this procedure, to communicate the decision on a grievance within the specified time limit shall permit the employee to lodge an appeal at the next step of this procedure. Any grievance not advanced, by the employee, from one step to the next, within the time limits of that step, shall be considered dismissed.
- D. The written grievance shall state the specified Article and paragraph of this Agreement alleged to have been violated, a brief set of facts, and the relief requested. Suspensions and discharges may be filed directly at Step 3.
- E. The steps of the Grievance Procedure are as follows:
- 1) Step 1: A grievance must be presented in writing, within five (5) calendar days after it has become known, or should have become known, to the employee or to the employee's immediate supervisor. The employee may be accompanied by the employee's designated Union representative if s/he so requests. The supervisor shall be required to meet with the principals in the grievance and to reply in writing to the employee within five (5) business days after it has been presented to her/him. If the grievance is not resolved, or if the supervisor fails to reply within the five (5) business days limit, the grievance may then be forwarded to Step 2 of this procedure.
 - 2) Step 2: If a grievance is not resolved at the first step of this procedure, the employee may appeal, in writing, within five (5) calendar days of receiving the supervisors reply or at the end of the supervisors allotted time, to the appropriate department head. Within five (5) business days from the date the grievance is presented to her/him, the department head shall meet with the principals of the grievance, make a decision in the matter, reduce it to writing, and return it to the employee within five (5) business days after the date of the meeting. If the grievance is not resolved, or if the department head fails to reply within her/his allotted time, the grievance may then be advanced to Step 3 of this procedure.
 - 3) Step 3: If a grievance is not resolved at the second step of this procedure, the employee may appeal, in writing, within five (5) calendar days of receiving the department heads reply or at the expiration of the allotted time, to the Mayor of the City of Salem. The Mayor of the City of Salem shall initiate an investigation of the

situation and, within five (5) business days of receipt of the grievance, unless otherwise agreed and arranged, shall meet with the employee, her/his Union representatives (if s/he so wishes), the department head and the employees supervisor. Within five (5) business days after meeting with the employee, the Mayor shall issue a decision in writing.

F. The steps of Arbitration are as follows:

- 1) Any grievance not resolved in the foregoing steps of this Grievance Procedure may be submitted to arbitration by the Union within thirty (30) days. The Arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some expressed term or provision of the Agreement, under the Voluntary Arbitration Rules of the Federal Mediation and Conciliation Services, which shall act as the administrator of the proceedings.
- 2) The decision of the arbitrator shall be given not more than thirty (30) days from the hearing date and shall be binding upon the parties.
- 3) The cost of the services of the arbitration and the expenses submitted by the arbitrator, related to the arbitration proceedings, shall be borne equally by both parties. Expenses relating to the calling of witnesses or the obtaining of depositions or to any other expenses associated with such proceedings shall be borne by the parties requesting the same.
- 4) Union representatives and employee witnesses shall not lose pay for time in grievance and/or arbitration proceedings if said proceedings are during the employees regular scheduled working hours. The Union agrees that the representative and witnesses used in arbitration will be witnesses whose testimony is relevant to the particular matter at issue.
- 5) Only the Unions President or the Unions designated steward shall be the official representative of the Union in all grievance hearings.
- 6) The parties agree that the arbitration provided for herein may be dispensed with in the event the parties agree on a permanent arbitrator, whose name shall be included herein, and who shall have the same powers, duties and responsibilities as previously provided for herein.

COLLECTIVE BARGAINING AGREEMENT

the right and responsibility of the Employer to do the following:

- 1) Determine the overall mission of the Employer as a unit of government;
- 2) Determine matters of inherent managerial policy, which include but are not limited to areas of discretion or policy, such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- 3) Direct, supervise, evaluate or hire employees;
- 4) Maintain and improve the efficiency and effectiveness of governmental operations;
- 5) Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;
- 6) Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- 7) Determine the adequacy of the work force;
- 8) Effectively manage the work force; or
- 9) Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 9 JOB BIDDING

- A. Vacancies within the bargaining unit shall be posted in all departments in the bargaining unit for five (5) days.
- B. All applications shall be considered and the position shall be filled by the most senior and qualified applicant possessing the skills and abilities to perform the job.

ARTICLE 10 LAYOFF & RECALL

- A. In the event that it becomes necessary to layoff and/or abolish positions, the City shall layoff employees in the following order:
 - 1) Students;

- 2) Temporary and seasonal;
- 3) Part-time;
- 4) Employees who have not completed probation;
- 5) Employees who have completed probation, in reverse seniority order.

Employees designated for layoff may bump another employee within their department, in an equal or lower rated position, who has less seniority. To bump another employee, an employee must be able to perform the job without additional training.

- B. Recall shall be in order of seniority.

ARTICLE 11 HOURS OF WORK

- A. Hours of work shall be as follows:

Streets Department:	7:30 A.M. to 3:30 P.M. Monday through Friday, with a 15-minute paid lunch break at the job site.
Parks Department	8:00 A.M. to 4:00 P.M. Monday through Friday, with a 15-minute paid lunch break.
City Hall:	8:00 A.M. to 5:00 Monday through Friday, with a 1-hour unpaid lunch break,
Parks & Recreation Office:	8:00 A.M. to 5:00 P.M. Monday through Friday, with a 1-hour unpaid lunch break.

- B. All bargaining unit employees of all departments shall have a 15-minute break in the morning and a 15-minute break in the afternoon. Said breaks may be broken up to accommodate weather.

ARTICLE 12 OVERTIME

- A. Members of the bargaining unit shall receive overtime pay at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked or in active pay status in excess of

forty (40) hours in any week or eight (8) hours in any workday/ overtime may be compensated in either pay or compensatory time off. A maximum of one hundred sixty (160) hours of compensatory time may be accumulated, as stated in the Personnel Policy Manual. A maximum of eighty (80) hours may be carried over from one year to the next; however, the maximum of one hundred sixty (160) hours allowable accumulation may not be exceeded by such carry-over.

ARTICLE 13 SICK LEAVE

- A. Sick leave shall be identified as an absence with pay necessitated by the following:
- 1) Illness or injury to the employee;
 - 2) Exposure by the employee to a contagious disease communicable to other employees;
 - 3) Serious illness, injury or death in the employee's immediate family;
 - 4) Pregnancy and maternity.

Each member of the bargaining unit may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicable to other employees, or for illness, injury or death in the employees immediate family. Immediate family shall be defined and construed to mean an employee's spouse, parents, children, grandparents, sibling, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of a parent (*in loco parentis*). Time off for doctor and dental appointments for employees shall be charged to sick leave.

- B. All full-time employees covered in this Agreement shall earn sick leave at a rate of .06 hours for each hour worked. An employee, who transfers from this department to another department in the City of Salem, shall be permitted to transfer her/his accumulated sick leave to the new department.
- C. An employee, who is to be on sick leave, shall notify the Management or its designee of such absence and the reason thereof at least one-half (.5) hour after the start of her/his shift each day s/he is to be absent, unless an employee notifies the City of a long-term illness and expected date of return. Proof of disability from a physician is required for more than two (2) consecutive days of absence due to illness. Failure to submit the proof shall be cause for denying all sick leave for the term of the illness and shall subject the employee to disciplinary action.

- D. Non-probationary, bargaining unit employees are eligible for and may participate in the Employer's sick leave donation, which is described in Ordinance No. 0303415-29.

ARTICLE 14 SICK LEAVE CONVERSION

- A. Upon severance of employment of any bargaining unit member who has at least five (5) years of continuous service with the City of Salem, or upon retirement of any bargaining unit member who is eligible to receive retirement benefits from PERS as a result of the combination of age and public service, said bargaining unit member shall be entitled to receive a cash payment equal to 25% of her/his accrued but unused sick leave, not to exceed three hundred twenty (320) hours pay. Such election shall eliminate the employee's entire sick leave balance. Each employee may elect sick leave conversion only once in her/his employment with the City.
- B. An employee, who has at least ten years public service and who dies, shall be considered to have retired on the date of her/his death, and any sick leave conversion benefits and back pay due shall be paid to her/his spouse. If there is no spouse, payment shall be made equally to any children, if there are no children, payment shall be made to the estate.

ARTICLE 15 PERS BENEFITS

- A. Until July 1, of 2013 the City will pay a portion of the employee's contribution to his pension fund. Said funds are to be credited to the individual member's account in the same manner as if the funds had been withheld from the member directly.

Effective July 1, 2011, employees will pay 5% of their pension contribution.

Effective July 1, 2012, employees will pay 7½ % of their pension contribution.

Effective July 1, 2013, employees will pay the entire portion of their pension contribution.

ARTICLE 16 HOSPITALIZATION COVERAGE

- A. From the effective date of this agreement through, June 30, 2014, the City agrees to provide health insurance for all members covered by this agreement. The City may revise plan and cost health insurance coverage effective July 1, 2011. From the effective date of this

agreement through June 30, 2012, each member of the bargaining unit shall pay, through payroll deduction, eleven percent (11%) of the premium of family or single plans, on the effective date of this agreement. The City of Salem agrees to pay eighty-nine percent (89%) of the cost of the family or single plan. The parties will re-open the contract on the subject of health insurance in or about May of 2012 to set the health insurance coverage and amounts for July 1, 2012. The parties will re-open the contract on the subject of health insurance in or about May of 2013 to set the health insurance coverage and amounts for July 1, 2013. The parties agree that the employee portion of the premiums will not exceed 15% during the life of this Agreement.

- B. Deductibles – Effective January 1, 2011, Employees will pay a deductible of \$200 for Single Coverage, and \$400 for Family Coverage.
- C. It is expressly understood that the selection of a carrier or other method of provision of health coverage by the City is at the sole discretion of the employer.

Should the Employer decide to change coverage, deductibles and/or co-pay provisions, it shall notify the union a minimum of sixty (60) days in advance. Upon request of the Union, the Employer shall meet to negotiate over options.

- D. The Employer and the Union agree to meet on a regular and mutual basis to review alternative health care plans and to confer on levels of coverage and cost to employees and the Employer, with the objective of lowering the cost to both the Employer and the employees.

ARTICLE 17

AFSCME CARE PLAN

- A. The City shall contribute seventy dollars (\$70.00) per month for each bargaining unit member to the Ohio AFSCME Care Plan. For said payment, the Ohio AFSCME Care Plan shall provide each member of the bargaining unit with the life insurance, dental insurance III, eye care insurance, and hearing care insurance benefits currently in effect in the Fund, for the duration of this contract.
- B. The City shall assume no responsibility for the administration of these programs.

ARTICLE 18 GROUP LIFE INSURANCE

- A. Group life insurance, in the amount of twenty-five thousand dollars (\$25,000) shall be provided to all employees of the City of Salem, who are covered in this Agreement. The City shall bear the full expense of this benefit.

ARTICLE 19 HOLIDAYS

- A. The following holidays shall be observed and are hereby declared to be official holidays for regular, full-time City employees:

New Years Day	2 Personal Holidays
Martin Luther King Jr. Day	Labor Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Should any of the above holidays fall on a Sunday, then the following Monday shall be considered the holiday. Should any of the above holidays fall on a Saturday, then the preceding Friday shall be considered the holiday.

- E. Employees who are required to work on an official holiday shall be paid at one and one-half (1.5) times their hourly rate of pay.
- F. To qualify for a holiday or a day off in lieu of a holiday, an employee must have done the following:
- 1) Performed thirty (30) turns of work since her/his last date of hire prior to the holiday; and
 - 2) Performed work in the week in which the holiday falls; and
 - 3) Worked her/his scheduled workday next preceding and next following the holiday, except that an employee on vacation or absent because of illness shall be deemed to have met the requirements of subsections 1 and 2.
- G. Effective January 1, 2002 and each January 1 thereafter, employees in active service shall receive two (2) personal days to be used within the next year. Personal days must be used in whole day increments, and do not carry over from one year to the next, and may not be

cashed in. Newly hired employees receive two (2) personal days on the January 1 next following their date of hire. A newly hired employee who has not completed the probationary period as of January 1 shall be credited with two (2) personal days upon completion of the probationary period.

- H. Personal holidays shall be scheduled at least twenty-four (24) hours in advance of when taken and must be approved by the department head.

ARTICLE 20 VACATIONS

- A. Members of the bargaining unit shall be entitled to paid vacations under the conditions as specified herein.
- B. The vacation year is defined as January 1 through December 31, and each member of the bargaining unit shall express her/his first and second choice vacation preference to the department head by April 1 each year. All bargaining unit members, who apply for vacation leave by this date, shall have their vacations scheduled by seniority preference. All other vacation leave shall be subject to a first come, first serve basis.
- C. The vacation qualifying year shall be January 1 through December 31, or such other date as may be the anniversary of the last date of hire.
- D. Regular, full-time employees must have completed at least one (1) year of continuous service since the last date of hire before becoming eligible for any vacation.
- E. All members of the bargaining unit shall receive paid vacation by the following schedule:
- | | |
|-----------------------------------|-------------|
| Completion of 1 year of service | 10 workdays |
| Completion of 5 years of service | 15 workdays |
| Completion of 12 years of service | 20 workdays |
| Completion of 17 years of service | 23 workdays |
| Completion of 20 years of service | 25 workdays |
- F. Days of vacation, as established in section (E) hereof, are hereby determined to mean working days. The term week is deemed to mean a calendar week except where the workweek begins on a day other than Monday.
- G. Up to forty (40) hours of vacation each calendar year may be taken in 8-hour increments. The remaining vacation shall be taken in 40-hour increments. An employee's supervisor shall have the authority to grant additional 8-hour increments of vacation requests so long as it

does not affect the operational needs of that particular department.

- H. When a holiday occurs during the vacation period of an employee, the employee will be given an additional day off subject to holiday leave provisions.
- I. Vacation pay shall be based on the bargaining unit members normal rate of pay.
- J. Scheduling of vacations shall be the responsibility of the department head for whom the employee works, and shall be subject to sufficient manpower available to cover such leave.
- K. Vacation credit for a vacation year must be taken by the end of that vacation year, except that a member may carry over, from one year to the next, up to one (1) week of vacation.
- L. Each employee, with earned vacation time, shall, with the approval of the Director of Public Service, have the option of carrying over one (1) week into the next calendar year, and/or receiving pay in lieu of vacation for one week of earned vacation.
- M. An employee, who has scheduled at least a 40-hour vacation with the approval of her/his supervisor and department head, and who has given the City Auditor at least two (2) weeks notice, shall be entitled to receive advanced payment for her/his vacation.
- N. The City shall pay, to the spouse of an employee who dies, any accrued but unused vacation benefit to her/his credit at the time of death. If there is no spouse, payment shall be made equally to any children. If there are no children, payment shall be made to the estate.

ARTICLE 21 UNPAID LEAVES OF ABSENCE

- A. Members of the bargaining unit may be granted a leave without pay for personal reason(s) of the employee.
- B. The authorization of a leave without pay is a matter of administrative discretion. The department head, or other designated official, in each individual case, should decide if a leave of absence is to be granted. Said leaves shall not exceed six (6) months, except for reasons of illness. The granting of a leave of absence shall not be unreasonably denied.
- C. Upon completion of the leave, the employee shall be returned to a similar position as s/he held prior to the leave.
- D. In the event that a layoff has occurred during an unpaid leave, the following language shall govern:

1. Employees on unpaid leave shall retain seniority. When they return from leave, every effort shall be made to return the employee to a similar position as held prior to the leave.

ARTICLE 22 MILITARY LEAVE

- A. Military leave shall consist of twenty-two (22) eight (8) hour-days of paid leave each year, as specified in the Ohio Revised Code, Sec. 5923.05 as modified September 18, 1997.

ARTICLE 23 CALL BACK

- A. Employees shall receive a minimum of three (3) hours call back pay, at the rate of one and one-half (1.5) times their hourly rate. When the job for which the employee was called is completed, s/he shall then be dismissed from the duty.
- B. A written rotation schedule shall be used for call backs in the Street Department. Supervisors shall not be included on the call back list. Electricians, traffic and safety, and mechanics shall have separate call back lists. After exhausting each list, the call back may be offered outside that respective list.
- C. The City agrees to equalize overtime opportunities for all employees. A list of employees in the bargaining unit shall be maintained on a departmental basis and employees shall be called from a list in a rotating basis. After departmental lists are exhausted, employees from other departments may be called, if they are qualified to perform the work.

ARTICLE 24 SAFETY

- A. The City shall make every effort to be in compliance with all OSHA safety regulations that apply to the safety of personnel in the bargaining unit. Required safety equipment shall be furnished at City expense.
- B. Members of the bargaining unit, who believe an unsafe working condition exists, may bring said condition to the immediate attention of her/his supervisor, who shall attempt to remedy the situation, or the President of the Union may bring the unsafe condition to the attention of the department head. After said notification, if the condition has not been corrected, the Union may file a grievance directly to Step 2 of the Grievance Procedure.

ARTICLE 25 WAGES

- A. All base hourly rates are contained in Appendix B.
- B. Due in part to the small size of the AFSCME, Ohio Council 8 bargaining unit, and further due to the ability of other City unions to proceed to final and binding conciliation on wage issues, the Employer agrees as follows: During the term of this agreement, should the Police or Fire bargaining units or non-bargaining employees of the City be granted annual average wage increase in excess of that specified in Appendix B, such excess shall also be granted to members of this AFSCME, Ohio Council 8 bargaining unit under the same circumstances as granted to other bargaining units, or all non-bargaining unit employees.

ARTICLE 26 LONGEVITY

- A. In addition to their regular wages, regular, full-time employees in the bargaining unit shall receive longevity pay as listed below:
- | | |
|--------------------------------------|-----------------|
| After 5 years of continuous service | \$30 per month |
| After 10 years of continuous service | \$55 per month |
| After 15 years of continuous service | \$80 per month |
| After 20 years of continuous service | \$105 per month |
| After 25 years of continuous service | \$130 per month |
- B. When calculating service time for longevity pay, a break in service time caused by the City shall not count against the employees.

ARTICLE 27 CONFLICT & AMENDMENT

- A. This Agreement may not be amended during its term except by mutual agreement.
- B. In the event that, at any time, a court of competent jurisdiction finds any provision of this Agreement to be contrary to the state and federal laws, such provision shall be void and inoperative to the extent that it violates the law; however, all other provisions of this Agreement shall continue to be in effect. Substitute action, if any, shall be subject to appropriate negotiations, and any negotiated changes, in order to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 28 UNIFORMS

- A. The City janitor, all Parks Department laborers, and all Street Department bargaining unit members shall receive uniforms (shirts and trousers) supplied and laundered by the City. Employees shall wear City provided uniforms at all times while on duty. The City shall provide rain gear for use by employees.
- B. The City shall provide a shoe and glove allowance of seventy-five dollars (\$75) per year to each bargaining unit member holding a classification specified above.

ARTICLE 29 DISCIPLINARY PROCEDURES

- A. No employee shall be reduced in pay, suspended, or discharged except for just cause.
- B. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner, in accordance with the Employers policy.
- C. Progressive discipline for related offenses shall take into account the nature of the violation, the employee's record of discipline, and the employee's records of conduct. The order of progression may include oral reprimand, written reprimand, suspension (with copy to the Union), and discharge.
- D. Whenever the Employer determines that an employee will be suspended for disciplinary reasons or terminated, the Employer will hold an informal hearing. The Employer shall notify, in writing, the employee and the Union President of the exact charges against the employee, what form of discipline may be imposed, and the date and time of the hearing.

The employee may be accompanied by a Union steward or officer during the disciplinary hearing. Prior to the time of the hearing, the employee may waive, in writing, the disciplinary hearing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity to respond orally to the charges prior to discipline being imposed or may have the Union representative present her/his response. An employee, who is disciplined, may file a grievance in accordance with the grievance procedure herein. An employee, who is suspended or terminated, may file a grievance at Step 2 of the grievance procedure and may have a conference with a Union steward or officer for the purposes of completing a grievance form prior to leaving the Employers premises.

- E. Records of disciplinary action shall have force and effect according to the following schedule and shall be removed from an employee's file, upon her/his written request, provided there has been no intervening disciplinary action taken during the same period:

Written reprimands	18 months
Suspension of less than 3 days	24 months
Suspension of 3 days or more	48 months

- F. After giving reasonable notice to the Employer, an employee may inspect her/his file to ensure that such disciplinary action records are removed within the time limits established in this Agreement. Upon the employee's request, a Union representative of the employees choosing may accompany the employee.
- G. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

ARTICLE 30 DURATION

- A. This Agreement shall become effective as of July 1, 2011, and shall remain in full force and effect through June 30, 2014, unless otherwise modified as provided herein.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days, no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks of receiving notice of intent.
- C. Notwithstanding sections B and D of this Article, the parties agree that they will reopen negotiations, on the issue of health insurance coverage provided for in Article 16 of this agreement. Either party may open such negotiations at any time on or after May 1, 2012, and May 1 of 2013 by notifying the other party in writing.
- D. The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and

unequivocally waives the right to bargain collectively or individually 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 of either or both of the parties at the time they negotiated or signed this Agreement.

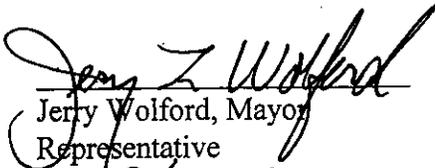
SIGNATURES

9-30-11

Entered into this ___ day of July, 2011.

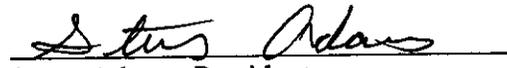
For the City of Salem, Ohio

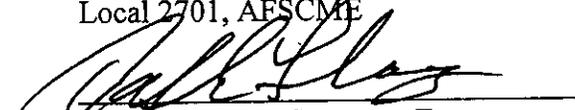
For Local 2701 and AFSCME Ohio Council 8:


Jerry Wolford, Mayor
Representative

Jaladah Aslam
Representative


Steve Andres
Director of Public Service


Steve Adams, President
Local 2701, AFSCME


Ralph Flanigan, Secretary Treasurer
Local 2701, AFSCME

Approved by the Council of the City of Salem, Ohio, October 4, 2011

APPENDIX A BARGAINING UNIT EMPLOYEES

Street Department:

Laborer

Equipment Operator

Senior Equipment Operator

Mechanic

Traffic & Safety

Electrician

Electrician/Traffic & Safety Helper

Sr Electrician/Traffic & Safety Helper

Parks Department:

Laborer

Mechanic/Laborer

Secretary

City Hall:

Income Tax Clerk

Janitor

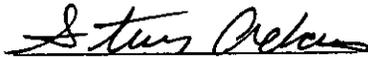
APPENDIX B WAGE SCHEDULE

POSITION	07/01/2011 4% Raise	07/01/ 2012 3% Raise	07/01/2013 3% Raise
Streets Laborer	\$12.19	\$12.55	\$12.93
after 120 days	\$16.22	\$16.71	\$17.21
Equip. Op.	\$16.81	\$17.31	\$17.83
Sr. Equip. Op.	\$18.11	\$18.65	\$19.21
Streets Mechanic	\$18.11	\$18.65	\$19.21
after 120 days	\$18.60	\$19.15	\$19.73
Traffic & Safety*	\$18.11	\$18.65	\$19.21
Electrician	\$18.58	\$19.14	\$19.72
Elect/Traffic & Safety Helper	\$12.19	\$12.55	\$12.93
after 120 days	\$16.22	\$16.71	\$17.21
Sr. Elect/Traffic & Safety Helper	\$16.81	\$17.31	\$17.83
Parks Laborer	\$13.92	\$14.33	\$14.76
Parks Mechanic/Laborer	\$16.35	\$16.84	\$17.34
Parks Secretary	\$13.56	\$13.97	\$14.39
Janitor	\$15.03	\$15.48	\$15.94
after 120 days	\$15.51	\$15.97	\$16.45
Income Tax Clerk	\$14.14	\$14.57	\$15.01
*Add \$0.25/ hr for Level I Signal Tech and/or Level I Signs and Markings certificate.			

MEMORANDUM OF UNDERSTANDING (TEMPORARY EMPLOYEES)

The parties agree that the Employer may hire temporary, seasonal workers to aid in the grass cutting and other general labor work for a period of time not to exceed one-hundred and eighty (180) days. The parties further agree that the hiring of such temporary and seasonal workers shall not displace or cause a layoff of employees in the bargaining unit. It is further agreed that the hiring of the temporary and seasonal workers will not cause the erosion of the bargaining unit, thereby eliminating any union positions. The Union agrees said workers will not be included in the bargaining unit and are not entitled to any contractual benefits under the collective bargaining agreement. If the City keeps the workers for more than one-hundred and eighty days, it is agreed that the temporary employee will be hired as a full-time, bargaining unit employee, and be awarded all rights and privileges under the collective bargaining agreement.

For the Union:



For the City:

