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COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF ALLIANCE, OHIO

and

**LOCAL 2233
ALLIANCE STREET DEPARTMENT**

and

OHIO COUNCIL 8

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES UNION, AFL-CIO**

SERB Case # 11-MED-10-1606

**January 1, 2012
through
December 31, 2014**

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PREAMBLE/PURPOSE

This Collective Bargaining Agreement, entered into at Alliance, Ohio, between the City of Alliance, (hereinafter referred to as the City), and Local 2233 and Ohio Council 8, both of the American Federation of State, County and Municipal Employees Union, AFL-CIO, (hereinafter referred to as the Union).

Whereas, it is the intent and the purpose of the parties hereto that this Agreement respect and promote the mutual interests, responsibilities and obligations of the City and the Union to achieve better understanding, to provide for the efficient and economic operation of the services provided by the City, to provide a peaceful adjustment of differences between the parties and to provide for matters pertaining to wages, hours, benefits, and terms and conditions of employment. **Changes made by the parties for their January 1, 2012 through December 31, 2014 Successor Agreement are entered in bold type.**

Now, therefore, in consideration of these mutual covenants herein contained, the parties agree to as follows:

ARTICLE I RECOGNITION AND BARGAINING UNIT

1. The City hereby recognizes the Union as the sole and exclusive representative and bargaining agent for the Bargaining Unit consisting of employees in the Streets Department for the purposes of collective bargaining. The City shall not recognize any other organization, person or Union as representing any employee within the Bargaining Unit herein.
2. The Bargaining Unit shall include all full-time and regular part-time employees of the Streets Department of the City of Alliance, except those excluded in Paragraph (C) of this Article.
3. Excluded from the Bargaining Unit and Agreement are all employees of all other departments of the City of Alliance and all office clerical employees, all management level employees, supervisory employees, included but not limited to superintendents, assistant superintendents, foremen and head mechanics, confidential employees, plant clerical employees, professional employees and casual employees so defined under Chapter 4117, Ohio Revised Code.
4. It is understood that supervisory employees currently perform Bargaining Unit work and will continue to perform Bargaining Unit work at the discretion of the City. However, the City shall not use the foregoing as a subterfuge to reduce the size of the Bargaining Unit.

Moreover, no supervisor will be permitted to perform Bargaining Unit work which would provide an overtime opportunity for a Bargaining Unit member unless all Bargaining Unit members are at that time, performing Bargaining Unit work or unless that overtime work has been worked regularly performed by the supervisory employee(s) in the past. The foregoing restriction will not apply in the case of emergency, training, the unavailability of Bargaining unit employees, or where the amount of Bargaining Unit work is de minimis, and the like.

5. It is understood that the City employs Welfare/Workfare individuals and persons assigned by the courts to perform work which may be considered Bargaining Unit work. It is agreed that the City will retain the right to use such individuals to supplement the Streets Department Workforce. However, the foregoing shall not be used as a subterfuge to reduce the size of the Bargaining Unit and no Welfare/Workfare or Court assigned person shall not be permitted to operate any Street Department equipment except lawn mowers and hand tools.
6. When the Employer creates a new classification in which the employees perform work in the Streets Department similar to work performed by unit employees, such classification shall be included in the Bargaining Unit.

ARTICLE II MANAGEMENT RIGHTS

Section 1. The Union recognizes, that except as otherwise limited in this Agreement, it is the exclusive function of Management to maintain order, discipline, efficiency, and to operate the City and perform all functions attendant thereto including, but not limited to, the following:

1. To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the departments; its available funds and its budget; and the standards, methods, means and procedures by which employees shall be required to perform functions, services and programs of the departments.
2. To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, demote, transfer, layoff, train, retrain; to suspend, discipline, remove, or dismiss fro just cause, and to retain, or reinstate employees.
3. To direct, supervise and manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; and to select the personnel by which departmental operations shall be carried out; to establish, continue or change, policies, practices, rules and regulations.
4. To maintain or increase the efficiency and/or effectiveness of departmental services; to relieve employees from their duties because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of departmental services; and to

schedule overtime;

5. To take any actions deemed necessary to carry out the functions, services and programs of the department in an emergency; and
6. To determine the classifications, size and duties of the work force, determine shifts and reasonable overtime requirements, assign allocated work to and between departments, reorganize, discontinue or enlarge any departments, or portions thereof, and to otherwise carry out all ordinary and customary functions in management.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects, including but not limited to, those enumerated above, reserved to and retained by the City under this Article.

Section 2. This Agreement expresses the complete understanding and agreement of the parties on all matters pertaining to or relating to wages and other compensation, working conditions and the terms and conditions of employment. Each party retains those rights inherent to or previously exercised by it except as specifically limited by this Agreement. It is acknowledged and agreed that during negotiations which resulted in this Agreement, the parties had the free and unlimited right to make proposals and demands relative to all subjects of bargaining. Therefore, the parties specifically waive any rights which either may have to require the other to bargain collectively, during the life of this Agreement, with respect to the exercise of any rights reserved to and retained by the City pursuant to either Section 4117.08 (C) of the Revised Code, or Section 1 of this Article.

Section 3. The City specifically retains all those rights contained in Section 4117.08 (C) (1)-(9), of the Ohio Revised Code.

ARTICLE III

DUES DEDUCTIONS/ASSESSMENTS/FEES/AND OTHER PAYROLL DEDUCTIONS

Section 1. The City agrees to deduct payroll deductions of Union dues, fees or assessments once each month from the pay of any employee in the Bargaining Unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union must be presented to the City by the Union. Upon receipt of the authorization, the City will deduct Union dues, fees or assessments from the payroll check for the next pay period in which the authorization was received by the City.

Section 2. The rate of which dues, fees or assessments are to be deducted shall be certified to the payroll clerk by the Treasurer of the local Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in dues, fees or assessments.

Section 3. The City shall not be liable for the remittance or payment of any sum other than those

constituting actual deductions made; and if for any reason it fails to make a deduction for an employee as provided above, the City shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to the attention by the employee or the Union.

Section 4. The City agrees to forward to the Treasurer, care of the Controller, AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085, a warrant in the aggregate amount of the dues deductions, fees or assessments, with a listing of the employees for which such deductions were made, to be transmitted within the month such deductions were made. The local Union Treasurer and Ohio Council 8, Akron Regional Office, shall be forwarded a copy of the warrant and listing each month.

Section 5. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, demands, actions, proceedings or other forms of liability 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 obligation and responsibility of the Union.

Section 6. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

Section 7. Fair Share Fee. Effective with the execution and approval of this Agreement, all employees in the Bargaining Unit who, sixty days from the date of hire, are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment. All employees hired prior to the execution and approval of this Agreement, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective sixty days from the employee's date of hire as a condition of employment. The fair share fee amount shall be certified to the City by the Treasurer of the local Union. The deduction of the fair share fee from any earnings of the employee shall be made without a written authorization for payroll deduction. A separate listing of all names of employees who are being deducted a fair share fee shall be furnished to the Union and Ohio Council 8 as in Section (4) above. Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein. The City shall notify each new employee at the time of hire of their right to join the Union, or their obligation as a condition of employment to payment of a fair share fee as indicated above

OTHER PAYROLL DEDUCTIONS:

Section 1. The City agrees to payroll deduction from the pay of employee who have given written authorization of my monies for any Credit Union as authorized by the City Auditor and to remit such deductions to the Credit Union.

Section 2. The City agrees to payroll deduction from the pay of employees who have given written authorization of any monies for the items for which it currently makes such other payroll deductions, such as U.S. Savings Bonds, Ohio Deferred Compensation, United Way, P.E.O.P.L.E. and the like.

ARTICLE IV **PROBATIONARY PERIOD**

Section 1. The probationary period for all new hires in classifications covered by this Agreement shall not exceed ninety (90) calendar days for new hires and thirty (30) calendar days for transfer personnel. New hires and transfers shall have no seniority during probationary periods, however, upon completion of the probationary period seniority shall start from date of hire.

Section 2. Newly hired probationary employees may be terminated without recourse to the grievance procedure during the probationary period.

Section 3. The City may require a new employee to be tested for physical and agility, psychological testing and other non-discriminatory job-related tests, with such testing at no cost to the employees.

The City at its own expense, may require an employee to submit to a physical, psychological and other non-discriminatory job-related testing to determine an employee's capabilities to operate equipment or for specialized duties commensurate with classification opportunity, for job bid openings an employee may be promoted to or to assure that an employee is still capable of performing his present job. Such testing and requirement shall not be arbitrary nor unreasonable.

ARTICLE V **WORK RULES AND DISCIPLINE**

Section 1. Reasonable work rules relating to the conduct of employees may be promulgated by the Employer. Any employee, upon whom such rules are enforced, may challenge the application of the rule through the Grievance Procedure as established by this Agreement. In the case of any offense for which an employee may be discharged, the City may, in its discretion, impose a lesser penalty including but not limited to warnings, suspensions, reductions in pay or deductions.

Section 2. Work rules shall be reduced to writing and posting on all Bargaining Unit bulletin boards for a period of fourteen (14) days before the rule becomes effective. A copy of all work rules that are implemented by the Employer shall be forwarded to the Union President or his designee upon the posting of any work rule. All new Bargaining Unit employees for the duration of this Agreement shall be supplied by the Employer, with a personal copy of work related rules. The Union agrees that its members will comply with all departmental rules and regulations, including

those rules relating to conduct and work performance.

Section 3. The Employer has the right to discharge, suspend or otherwise discipline employees for “just cause”. All written notices and documentation thereto dealing with discipline shall state the type and amount of discipline imposed and the reasons for the action being taken. The employee, the Superintendent and the Union President will receive a copy within twenty-four (24) hours after imposition of such disciplinary action. All disciplinary actions or records thereto, shall cease to have force and effect two (2) years after the effective date of such disciplinary action or records thereto.

Section 4. Management shall practice corrective, progressive discipline, as defined in the Rules and Regulations, but management reserves the right to determine the step of the procedure available to an offense at which discipline begins and the amount of discipline at each step of the procedure based upon the seriousness of the offense. Management practice of progressive discipline does not infringe upon its right to remove an employee from the payroll on the first instance for a firing offense. Management's decision to administer a certain level of discipline for a particular offense will be made on a case-by-case basis and is not to be relied upon as a binding practice.

Section 5. Any grievance involving disciplinary actions referred to in Section 1 may be submitted through the grievance procedure beginning at Step 3 or at the source, by the employee or the Union.

Section 6. The employee shall have the right to representation at any meeting regarding the disciplinary actions, questioning or investigation by the Employer, if he requests such representation. At a disciplinary hearing where no representation is requested, the Union may have a witness.

ARTICLE VI **SENIORITY**

Section 1. (A) Seniority shall mean the employee's length of service in the department with the Employer when he first starts to receive compensation from the City. Any employee who leaves the employ of the City for any reason, other than as indicated in Section (B) of this Article, shall have considered as having broken his City service, provided that if the employee returns within one (1) year his seniority shall be considered frozen at the time that he left the City's employ and seniority shall begin to accumulate again.

(B) If an employee has been granted a medical leave of absence, including sick or disability leave, or on layoff or on a tour of duty in any branch of the Armed Forces of the United States, the employee shall have such time credited to his continuous service with the City.

Section 2. New hires shall have no seniority during their probationary period. However, upon completion of the probationary period, seniority shall be computed from the start of receiving

compensation from the Employer or as otherwise applied in Section 1 (A) above.

Section 3. Seniority is not to be confused with continuous service with the City of Alliance. Continuous service with the City shall be defined as the uninterrupted service of an employee from his/her original date of employment with the City of Alliance to include and take into account any consecutive inter-department transfers or appointments.

Section 4. Should there be a tie in seniority, then the time stamped application for employment shall prevail. If a tie still exists, a flip of a coin between the employees or other mutually agreeable method agreed upon between the Union and the City shall prevail to break such a tie.

Section 5. Any Bargaining Unit employee who hereafter is promoted or transferred to a job outside of the Bargaining Unit shall retain such Bargaining Unit seniority as is provided in this agreement, but he or she shall not accumulate additional Bargaining Unit seniority after the date of said promotion or transfer.

If the Employer should return an employee to a job within the Bargaining Unit within a two year period, his or her name shall be restored to the Bargaining Unit seniority list with seniority to be determined according to this Article.

Any employee hired directly into a job outside the Bargaining Unit and/or an incumbent City employee who is in a position outside the Bargaining Unit as of the effective date of this Agreement, shall not be entitled to Bargaining Unit seniority preference or provisions of seniority under any section of this Article except as they relate to items governed by continuous service with the City of Alliance, and shall be placed at the bottom of any Bargaining Unit seniority list.

Section 6. A seniority list of Bargaining Unit employees shall be kept current by the City on all Union bulletin boards with copies forwarded to the Union President, or his designee, and all Union stewards and posted on Street Department bulletin boards with a copy forwarded to the President of the Union or his designee, within thirty (30) days of the signing of this Agreement.

ARTICLE VII **LAYOFF/RECALL**

Section 1. Layoff Procedure. Whenever the Employer determines that it is necessary to reduce the number of employees in the department due to a lack of funds or lack of work, the Union President shall be notified in writing, as soon as possible, and furnished a layoff list prior to notifying the employee(s). The Employer may select the affected classifications.

In the event of an actual layoff, Management will notify the affected employee(s) in writing not less than seven (7) days in advance of the layoff date. The Union President shall be forwarded a copy of any such notice served.

Section 2. Seniority/Order of Reduction. Any such layoff shall proceed by laying off in inverse order of seniority with the employee in the following order:

1. All nonpermanent employees;
2. Permanent probationary employees;
3. Permanent employees.

Section 3. Bumping Rights. A permanent employee who is laid off by a reduction in the work force may exercise his seniority to bump an employee with the least seniority within the same classification or, if he has the least seniority, he may bump an employee with the least seniority within the next lower paying classification within the same department if he can immediately, without training, perform the duties of that next lower classification. Any permanent employee displaced from his classification under the procedures of this Article may elect to take the layoff rather than exercise his bumping rights. An employee who is given the opportunity, and refuses to bump into the same classification, or into a lower paying classification for which he is qualified, will not be recalled to such lower classification should one become available.

Any employee affected by layoff who wishes to exercise bumping rights must so notify the Employer of such desire in writing within five (5) calendar days of his receipt of notification of layoff pursuant to Section 1 of this Article or will be deemed to have elected to take the layoff.

Section 4. Benefits. An employee who is laid off shall be entitled to be compensated, on request, for all unused comp time, overtime, holiday and vacation time at his/her current rate of pay. This same schedule applies to resignation.

Section 5. Recall Rights. Employees laid off under this Article and Agreement, shall be entitled to be recalled to a vacancy which may thereafter occur in their former classification by seniority, or to any other lower rate of pay classification the employee qualified to fill. If the employee refuses such a recall, he shall lose recall rights to the classification originally held. Recall rights shall be for a period of twenty-four (24) months.

Employees maintain the right to grieve the layoff procedure.

Section 6. Employees will be notified of their recall by telephone followed with a notice of recall by the Employer to be sent to the employees' last known address on file provided by the employees to the Employer by certified mail, return receipt. Except for illness or injury, verified by the employee to the Employer, by a medical statement certifying his inability to return to his position, failure of an employee to report to his position with the Employer within ten (10) calendar days of receipt of the recall notice or from return of the unclaimed, refused or otherwise undeliverable certified mail, shall constitute forfeiture of the employee's right to recall. Failure of an employee to report under this Section due to illness or injury within thirty (30) calendar days of notification shall also constitute forfeiture of his right to recall at that time, but shall remain on the

recall list under the terms of this Article.

Section 7. The City agrees that prior to laying off a Bargaining Unit member, it will meet with the Union to discuss alternatives to layoff which could include a reduction in hours or days per week for employees in order to effectuate the needed payroll savings. However, the City's decision after meeting with the Union shall be final. Employees maintain the right to grieve the layoff procedure.

Section 8. The Employer shall not hire any new employees or transfer or assign any employee from another department as long as Bargaining Unit employees remain on layoff recall lists, and until such recall lists are exhausted or are no longer in effect under this Article and Agreement.

ARTICLE VIII **WORKING OUT OF CLASSIFICATION**

Section 1. Working Below Classification. Bargaining Unit employees who are temporarily assigned or directed to work in a lower paid classification than their own, shall receive their regular rate of pay.

Section 2. Working Above Classification. Bargaining Unit employees assigned or directed to work in a higher paid classification than their own shall receive the higher rate of pay for all hours or fractions, after the first two (2) hours, assigned to such higher classification, to also include the higher appropriate overtime rate when overtime is involved in the higher classification assigned to work. An employee may reject an assignment or directive to work in any higher classification if he believes that he is not qualified to perform the job duties without penalty.

ARTICLE IX **NO STRIKE/NO LOCKOUT**

The Union and the employees recognize that a strike, as defined in Section 4117.01 of the Ohio Revised Code, is illegal during the term of a collective bargaining agreement and during the settlement procedure set forth in Section 4117.14 of the Ohio Revised Code and they pledge not to engage in any strike against the City of Alliance as defined in the preceding sections, as prohibited in Section 4117.15 of the Ohio Revised Code, including but not limited to , slowdowns, job actions, sympathy strikes, or other concerted interference or the withholding of any job assignments, and further agree to cross any picket line established by any other Union representing the employees of the City of Alliance in order to perform their duties. Nothing in this section shall be construed to preclude the City from seeking to enjoin any such strike in accordance with the provisions of Section 4117.15 and 4117.16, Ohio Revised Code, or any disciplinary action which may be taken against striking employees pursuant to Section 4117.15 (C), Revised Code.

Moreover, the obligations, rights and provisions of this Article shall be completely independent of

and shall not affect or be affected by any other provisions of this Agreement, including any grievance and arbitration provisions, nor shall the grievance and arbitration provisions act to preclude the City from exercising any statutory right to enjoin the strike or to discipline strikers. The City agrees not to lockout its employees during the term of this Agreement.

ARTICLE X GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Procedure. A grievance is a complaint, dispute or controversy in which it is claimed that the City has failed in an obligation under this Agreement and which involves the meaning, interpretation or application of this Agreement. Both parties agree that all grievances shall be dealt with promptly and every effort shall be made to settle grievances as close to the source as possible. Should the City fail to comply with the time limits, the Union may appeal immediately to the next step. Should the Union fail to comply with the time limits herein, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent.

Grievance forms shall be provided by the Union as the local Union determines. The Regional Director and/or staff representative of Ohio Council 8, AFSCME, and the Union President may attend any Step 3 meeting to assist in settling grievances.

Section 2. "Day" The word "day" shall mean calendar days, excluding Saturdays, Sundays, and legal holidays worked for the purpose of this Article.

Section 3. The following procedure shall be utilized when a grievance is initiated by an employee, group of employees, or the Union.

Step 1: A grievance must be presented orally to the immediate supervisor, within three (3) working days of the occurrence or within three (3) days after the occurrence has become known to the employee. The supervisor shall have three (3) days following such presentation to submit an oral response.

Step 2: If the grievance is not settled at the first step, the Union or the aggrieved may reduce the grievance to writing. The written grievance must be presented to the Superintendent of the aggrieved within three (3) days after receipt of the Step 1 answer. The grievant, steward and the Superintendent shall meet promptly to attempt to resolve the grievance. The Superintendent shall reply in writing within three (3) working days of such meeting.

Step 3: If the grievance is not settled at Step 2, the Union may appeal in writing to the Safety-Service Director. Such appeal must be submitted within five (5) days after receipt of the Step 2 reply. The Safety-Service Director or his designated representative shall meet within fourteen (14) calendar days with the Union to attempt to resolve the grievance. The Safety-Service Director shall reply to the Union in writing within five (5) days following such meeting to the grievant, Union President and to a representative of Ohio Council 8 in attendance at such meeting.

Step 4: If the grievance is not resolved in Step 3, the Union may, within **thirty (30)** days of the decision of the Safety-Service Director, certify in writing to the City of its intent to submit the grievance to arbitration.

Section 4. Arbitration.

1. **The failure to request an arbitration panel within thirty (30) working days of the termination of the grievance procedure will result in the dismissal of the grievance. The parties shall have five (5) working days to select an arbitrator by mutual agreement. If such an agreement is not reached, either party may send a panel of seven (7) arbitrators to both parties. When the list is received, either party may reject the list and request that the Federal Mediation and Conciliation Service supply a second list of seven (7) new names. The representatives of the parties shall alternatively strike names from the list until only one (1) name remains. The last remaining name shall be the arbitrator. A hearing date must be selected within fourteen (14) days after the Union advises the City that the matter has been approved for arbitration by the Union.**
2. The parties may mutually agree to mediate a grievance prior to the selection of the Arbitrator. The Mediator shall be chosen from the panel of arbitrators, but shall not be used as the Arbitrator, should mediation fail and the grievance goes to arbitration. The cost of mediation shall be equally shared between the Local Union and the City.
3. **Jurisdiction.** Jurisdiction of the Arbitrator selected shall be limited to:
 - a) Adjudication of the issues which, under the express terms of this Agreement and any submission agreement which shall be entered into between the parties hereto, are subject to submission to arbitration; and
 - b) Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the Arbitrator, such jurisdiction shall not give the Arbitrator authority to supplement or modify this Agreement by reference to any so-called practices or customs of any other Employer; and
 - c) The rendition of a decision or award which in no way modifies, adds to, subtracts from, or changes or amends any term or condition of this Agreement or conflicts with the provision of this Agreement; and
 - d) The rendition of a decision or an award which is not retroactive to a date preceding the date the grievance upon which the decision or award is based or was first represented in writing; and
 - e) The rendition of a decision or an award which does not grant relief extending beyond the termination date of this Agreement, except as mutually agreed upon by the parties hereto; and
 - f) The rendition of a decision or award in a discharge or disciplinary layoff case which

adjudicates only which in no way modifies or amends the penalty imposed, provided that if the Arbitrator finds that the employee was not discharged or disciplined for just cause, any award of back pay shall be limited to the amount of regular wages the employee would have otherwise earned from his employment with the City during the period limited by subparagraphs (4) and (5) above; and

- g) The rendition of a decision or award in writing which shall include a statement of the reasons and grounds upon which the decision or award is based; and
 - h) The rendition of a decision or award based upon the evidence and arguments presented to the Arbitrator by the respective parties and in the present of each other, and arguments presented in written briefs of the parties, if briefs are presented; and
 - i) The rendition of an award within thirty (30) days of the date of the presentation of the written briefs of the parties, if briefs are presented.
4. No one Arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by the Arbitrator until the Arbitrator has rendered his decision and award in writing. The decision of the Arbitrator within the limits herein described will be final and binding on the City, the Union, and the employee affected.
5. All expenses involved in the arbitration proceeding shall be equally shared between both parties. However, expenses related to the calling of witnesses, attorneys fees, or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses are called or attorneys employed.
6. As provided in Section 4117. 10(A), the Civil Service Commission shall have no jurisdiction to receive and determine any appeals related to matters that are subject to this final and binding grievance procedure.

ARTICLE XI WORK WEEK AND HOURS OF WORK

Section 1. The employees' work week shall begin on Sunday at midnight and will consist of five (5) consecutive days, Monday through Friday, with two (2) consecutive days off on Saturday and Sunday, except when the Snow and Ice Control schedule goes into effect. The work week hours for Bargaining Unit employees are as indicated in Section 2 (A) below. Snow and Ice Control shifts will be scheduled beginning approximately the middle of November and extend until approximately April 1, although the City retains the right to start the shifts earlier or later and to end the shifts earlier or later, based upon weather conditions. **The Employer shall give employees a minimum of seven (7) days notice before instituting said schedule change.**

Section 2. (A) The work week and working hours schedule is as follows for employees covered under the Bargaining Unit:

ARTICLE XII
OVERTIME WORK AND ADDITIONAL COMPENSATION

Section 1. Administration: In the event of any emergency, Management may prescribe reasonable periods of overtime work to meet operational needs. When it is practical and possible, all overtime shall be approved by the Safety-Service Director in advance. All overtime must be reported to and justified as required by the Safety-Service Director. Complete records of overtime shall be maintained by the Department.

If an employee is required to attend training sessions in the City of Alliance beyond the normal work schedule, prior approval must be received from the Safety-Service Director and the employee shall be paid overtime compensation.

Section 2. Overtime Compensation:

- (A) Employees who are required to work more than forty (40) hours in one week, or eight (8) hours in one day shall be paid at the rate determined by the following formula:

$$\text{Employee's Total Hourly Rate} = \text{Rate per hour} \times 1.5 = \text{O.T. Rate}$$

- (B) Computation of overtime payment shall include credit for vacations, holidays, jury leave or injury leave. Complete and accurate records of overtime, and all hours, credited toward computation of overtime shall be maintained by the City.
- (C) Employees may take "Comp Time" off in lieu of overtime compensation. Comp time shall be accrued and banked at 1.5 hours for every hour worked. All other Sections of this Article shall apply to "comp time". Employees shall comply with Section 3, Article XVII, Sick Leave, when reporting off and using comp time. Comp time earned shall be taken within one (1) year after its accrual. All comp time not used by the end of the one (1) year period shall be paid to the employee at the straight time rate. Maximum "comp time" which may be accumulated is 240 hours, except for "road crews" in emergencies whose members may accumulate up to 480 hours. Employees shall comply with Article XVII, Section 3, Sick Leave, when reporting off and using comp time.
- (D) When an employee is called in to work while off duty, he or she shall be paid for a minimum of two (2) hours of pay at the appropriate rate of such call-in; if he works more than two (2) hours he will be paid a minimum of four (4) hours. If overtime occurs immediately before or after the employee's regular shift, he shall be paid for the actual overtime worked in fifteen (15) minute increments. There will be no call-in pay paid when an employee reports to work as a result of "trading shifts" with another employee. If a Bargaining Unit employee is called in to make an assignment of emergency overtime, such

as replacing a stop sign or removing broken glass from a street following an auto accident, that employee shall complete the overtime work and not call in additional personnel unless he is not qualified to perform such work or such work requires more than one person.

- (E) When a scheduled employee reports for work on his or her regular shift, and finds work not available due to an emergency, not in the control of the Employer, he or she shall be assigned any available work. If work is not available and the employee sent home, such employee shall be paid no less than four (4) hours pay at their regular rate of pay.
- (F) In the event non-emergency overtime occurs in a department, it shall be on a voluntary basis.
- (G) All employees not exempt under the Fair Labor Standards Act, shall receive time and one-half for all hours worked or credited over forty (40) hours in one week or eight (8) hours in one day. All unscheduled work on Saturdays, Sundays or an employee's off day under this Agreement, shall be paid at the overtime rate.

ARTICLE XIII **OVERTIME ASSIGNMENT**

Section 1. The Superintendent shall prescribe periods of overtime work to maintain operational needs.

Section 2. On each occasion, the opportunity to work overtime shall be offered to the employee within the department who has the most seniority in the department. If the most senior employee refused overtime then the next senior shall be offered. So on and so on.

Section 3. In the event sufficient employees do not accept the overtime assignment, the overtime shall be offered to employees in the department in the reverse order of seniority and such employee shall be required to work the overtime. Such overtime must be offered at least four (4) hours in advance of the employee's normal quitting time.

Section 4. If a Bargaining Unit member is required, related to the proper performance of his/her duties as an employee of the City of Alliance, to appear in a Court of law, Pre-Trial Conference, Prosecutor's hearing or similar legal proceeding he/she shall be compensated. Said compensation shall be a minimum of two (2) hours at the appropriate rate of pay.

Section 5. A Bargaining Unit employee shall have a maximum of ninety (90) days department seniority to qualify for overtime, except in case of emergency.

Section 6. When an overtime situation is in operation, any employee who has worked twelve (12) hours or more may leave when he/she feels extremely fatigued. Said employee will report to

any immediate management personnel, on duty, prior to leaving in order to allow for a replacement. An employee will not be forced to work any more hours until eight (8) hours of rest has been awarded to said fatigued employee.

ARTICLE XIV
JOB DESCRIPTION

Section 1. The Employer shall maintain and create reasonable job descriptions and specifications for each classification of the Bargaining Unit that shall fairly describe the responsibilities, duties and qualifications needed. The City shall continue to post those job descriptions.

Section 2. If a new job classification is created in the Streets Department, the City shall establish a job description for the new classification and discuss it with the Union. The City and Union also shall discuss the wage rate for the new classification and shall review the skill, effort, ability and responsibility of the new classification as those factors compare to other jobs in the Street Department when assessing the wage rate to be assigned to the new classification.

If the City and Union cannot agree on a wage rate for the new classification within thirty (30) days of their first discussion over the wage rates, the City may set the wage rate for the new classification and the Union may grieve the matter in accordance with the procedures set out in the grievance and arbitration procedure.

ARTICLE XV
RETIREMENT/P.E.R.S.

Section 1.

Bargaining Unit employees who retire in accordance with the rules and regulations of P.E.R.S. (Public Employees Retirement System of Ohio) shall be compensated in a lump sum for that portion of unused sick leave as follows:

Employees shall be compensated in a lump sum at the employee's appropriate hourly rate for up to 960 hours, and also receive compensation for 25% of any hours in excess of 960 hours, up to a maximum of 150 additional hours. The maximum allowable lump sum compensation for unused sick leave under this provision is 1110 hours.

Said lump sum payment shall be calculated on the basis of the employee's annual wage at retirement divided by 2080, multiplied by the number of sick leave hours for which he/she is to be paid. Such lump sum payment is to be made in full on the effective date of retirement, provided that the employee has given the City six (6) months advance notice of retirement.

In the event of death of a covered employee unused sick leave in the maximum amount defined in paragraph 1 herein, shall become payable in a lump sum in the employee's name and given to his spouse or his estate, if no spouse survives. Only sick leave credit earned by employment with the City may be converted.

ARTICLE XVI
WAGES

Section 1. Hourly Wage Scale.

		01/01/2012	01/01/2013	01/10/2014
Equipment Operator	Level 1	\$16.64	Wage Reopener	Wage Reopener
	Level 2	\$16.14	Wage Reopener	Wage Reopener
	Level	\$15.63	Wage Reopener	Wage Reopener
	Level 4	\$15.16	Wage Reopener	Wage Reopener

Merit Raises - Pay level classifications listed in this Agreement are based on a combination of longevity, job performance and effort to obtain qualifications and certifications if applicable. As such, they are considered merit increases and are given at the discretion of the Street Department Superintendent with the approval of the Director of Public Safety and Service. Criteria for merit increases must be uniformly applied. Advancement may not be withheld for reasons that are arbitrary or capricious.

New employees will be paid **\$12.00** for the first year of employment, **\$13.50** for the second year of employment, and at the lowest rate applicable to their classification beginning with the employee's third year of employment. The City, at its sole discretion, may elect to start a new employee at Level 4 of Section 1 herein.

Lead Men designated by the Superintendent shall receive thirty (\$0.30) cents per hour above their regular rate. The part-time mason shall receive thirty (\$0.30) cents per hour above his regular rate during the time he actually performs masonry work.

Personnel assigned to the second (2nd) and third (3rd) shift(s) will receive a shift premium of thirty-five (\$0.35) cents per hour plus operator's rate.

In accordance with existing practice personnel will be assigned to the ditching machine, street sweeper, road grader, black top box, striper, or back hoe by seniority, except that one day or 20% percent of the operation per week may be assigned out-of-line of seniority for training purposes.

Section 2. The employees of the Streets Department must live within an eight (8) mile radius

of the center of the City of Alliance, Ohio.

Section 3. Pension Pick-up. The City agrees to institute a pension pick-up program for the employees of the Street Department who are members of this Bargaining Unit in the same fashion it has for the other City employees covered by P.E.R.S., if I.R.S. approval is received.

Section 4. Paychecks shall be distributed every other Friday. If Friday is a holiday, the employees will be paid on the preceding Thursday.

ARTICLE XVII
HEALTH INSURANCE

Section 1. Health Care Plan:

The City shall maintain a health insurance package as close to the current insurance package as practical for Bargaining Unit members and their families until December 31, 2010. The City retains the right to change the carrier or network but not reduce the benefit levels during the term of this Agreement. Effective January 1, 2007, the plan changes as specified in Section 3 below shall apply. The terms of the insuring plan are controlling.

Section 2. Other Insurance:

The City will maintain the Bargaining Unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of the Agreement. The City retains the right to change carriers but will not reduce the benefit levels during the term of this Agreement. The life insurance benefit shall be maintained at \$10,000 at the Employer's cost.

Section 3. Major Medical/Hospitalization/Prescription:

The Employer will provide a comprehensive Major Medical/Prescription plan that includes the following covered changes. Said changes shall become effective January 1, 2009. Subject to Section 1(A) above, the Employer shall continue coverages at these benefit levels until December 31, 2010. The coverage(s) shall have non-integrated deductibles, NETWORK and NON-NETWORK.

MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION COVERAGES		
AULTCARE or A NETWORK WITH EQUIVALENT COVERAGE		
ITEM	NETWORK	NON-NETWORK
Deductibles	Individual \$250 Family \$500	Individual \$500 Family \$1000
Maximum Out-of-Pocket	Individual \$500	Individual \$1000

Coinsurance Amount per Calendar year	Family \$1000	Family \$2000
Hospital Expense	90%	70% of R&C
Outpatient Services	90%	70% of R&C
Physician Services (e.g. Office Visits)	\$15 Co-Pay	70% After Deductible
Prescription Drugs All within Network up to 30 Day supply	Generic = \$8 Co-Pay Preferred Brand or Formulary = \$15 Co-Pay Non-Preferred Brand or Non-Formulary = \$25 Co-Pay	Not Available
Mail Order Prescription Drugs all within Network and up to a 90 day supply	Two Co-Pays for Up to a 90 Day Supply (i.e. 2 for 3) All within Network	

The deductibles above are non-integrated with Network and Non-Network Benefits.

Section 4. Fully Insured Coverage Levels City-Wide:

If the employer can obtain, during the course of this Agreement, by bid process, coverage levels in excess of those listed above at a more cost effective level City-Wide the Employer will have the option to purchase said insurance package. The Employer would then apply said coverages City Wide. The option to accept and/or reject any competitive bid(s) in regard to Health Insurance remains a retained Management Right of the City of Alliance.

Section 5. Term of Coverage

The parties agree that the coverages listed in Sections 1 through 4 preceding shall remain in effect until December 31, 2012.

Section 6. Employee Contribution

Effective January 1, 2007 Bargaining Unit employees shall contribute, via payroll deduction, twenty (\$20.00) dollars per pay period for family coverage, fifteen (\$15.00) dollars per pay period for employee/spouse or employee/child coverage and ten (\$10.00) per pay period for single coverage. The Employer would agree to establish a Section 125 plan in order to make said deductions pre-tax.

Section 7. Spousal Coverage

- A) If an employee's spouse is eligible for insurance coverage through his or her Employer's medical, dental or other insurance plan, based upon the employee's spouse working an average of twenty-five (25) or more hours per week as per HIPPA Standards, then primary coverage must be carried with the primary Employer of each spouse to be eligible for

medical coverage under the City of Alliance's health care plan. Eligible dependents for which the City of Alliance has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the City of Alliance medical plan.

- B) The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. For eligibility determination under this provision, an annual Spousal Medical Coverage form shall be completed by the employee. The Spousal Medical Coverage form is attached to this Agreement as Appendix A. The Employer reserves the right to verify this information at any time.
- C) Under this provision, the Employer reserves the right to pay spousal medical claims as a secondary payer, but not as the primary payer based on items A and B above
- D) Implementation is required at the spouse's next earliest open enrollment period or qualifying event.
- E) It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

Section 8. Effective January 01, 2013, the medical benefits and deductibles in Section 3 and employee contribution in Section 6 shall become open for re-negotiation. Effective January 01, 2014, the medical benefits and deductibles in Section 3 and employee contribution in Section 6 shall become open for re-negotiation.

Section 8. Ohio AFSCME Care Plan

The City shall contribute to the Ohio AFSCME Care Plan for the purpose of providing Dental IIA, Vision, Hearing, Prescription and Life Insurance benefits to eligible Bargaining Unit Employees in accordance with the rules and regulation of the Fund and all applicable Federal and State Laws. Contributions shall be made between the first (1st) and the tenth (10th) of each month at the rate of **sixty-three dollars and seventy-five cents (\$63.75** per month for each Bargaining Unit employee). Newly hired employees shall become eligible to enroll into the Ohio AFSCME Care Plan on the ninety-first (91st) day of employment. The monthly rate shall not increase during the term of this contract.

Section 9. Ohio AFSCME Legal Services Fund

The City shall contribute to the Ohio AFSCME Legal Services Fund five dollars (\$5.00) per month for each full-time Bargaining Unit employee commencing on the ninety-first (91st) day of employment for newly hired employees.

Section 10. Successor Agreement

It is understood that Sections 8 and 9 are effective for this contract only and the coverage will expire automatically at the end of this contract unless included within the successor labor Agreement, if any.

ARTICLE XVIII
SICK LEAVE

Section 1. Sick leave shall be identified as an absence with pay necessitated by:

- (A) Illness or injury to the employee;
- (B) Exposure by the employee to a contagious disease communicable to other employees; and
- (C) Illness, injury or death in the employee's immediate family.

Section 2. All full-time employees shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours of service. An employee who has been laid off, suspended, or is on leave of absence will not accumulate or receive sick leave credit.

Section 3. An employee who is to be absent on sick leave shall notify his supervisor of such absence and reason therefore at least thirty (30) minutes before the start of his/her work shift each day he/she is absent by calling the supervisor at home at the telephone numbers provided to employees. If the supervisor does not answer, the employee shall page the supervisor and leave the message on the supervisor's pager.

Section 4. Before an absence may be charged against accumulated sick leave, the Department Head will require such proof of illness, injury or consultations in the form of a written signed statement, or may require the employee to be examined by a physician designed by the Department Head and paid by the Employer.

Section 5. (A) In any event, an employee absent for more than three (3) consecutive scheduled work days must supply a physician's report to be eligible for paid sick leave.

(B) If the employee fails to submit adequate proof for Section 5 (A) of this Section, such leave may be considered an unauthorized leave and discipline may be issued. If the Department Head finds that the written statement was falsified, such shall be grounds for dismissal.

Section 6. Any abuse of sick leave or the unexplainable patterned use of sick leave shall be sufficient cause for an appropriate form of discipline as may be determined by the Employer.

The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a Physician paid for by the Employer, to establish that he is able to perform his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 7. An employee, after he has exhausted his sick leave, may use his vacation leave to receive pay for time off due to sickness.

Section 8. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to include only the employee's:

- | | | | |
|----|----------|----|-----------------------|
| 1. | Spouse | 4. | Step-Children in home |
| 2. | Children | 5. | Mother-in-law |
| 3. | Parents | 6. | Father-in-law |

An employee who transfers from this Department to another Department of the Employer, shall be allowed to transfer his accumulated sick leave to the new Department, providing that his amount of accumulated sick leave shall not exceed the accumulation limit in his new Department.

Unused sick leave shall be accumulated without limit. When sick leave is used, it shall be deducted from an employee's credit on the basis of one (1) hour for each one (1) hour of absence from his or her scheduled duty day.

Previously accumulated sick leave of an employee who has been separated from the City Service shall be placed to his or her credit upon re-employment in the City Service.

Section 9.

- (A) An employee may use two (2) days, sixteen (16) hours of sick leave annually as personal leave.
- (B) Except for emergencies, twenty-four (24) hours notice shall be given for a personal leave request. A personal leave request form must be submitted to the City within the time limit unless due to an emergency
- (C) Paid legal holidays shall be excluded from use as a personal leave day
- (D) As an incentive to accumulate sick leave, the City shall grant one (1) additional work day off with pay in the event the employee works six (6) consecutive months without missing a work day, for any reason. The employee may elect to take an additional scheduled work day off or to receive an extra day's pay in lieu of the day off. Employee(s) who earn the additional work day must use it within a six (6) month period from the day it was earned.

Section 10. An employee who becomes sick during working hours or before the end of their work day shall report said illness to their immediate supervisor prior to clocking out or leaving work. In the event no immediate supervisor is available, then the employee shall report to the person responsible or in charge. Any employee who leaves work under these circumstances will be charged for a minimum of one (1) hour sick leave. This one (1) hour minimum charge will not apply to prearranged doctor's appointments, or to situations where the employee is permitted to leave work to visit the doctor and returns to work in less than one (1) hour. If an employee leaves work early and the City has reason to believe that the claimed sickness is not legitimate, the City may require the employee to provide evidence that the use of sick leave was justified with the burden of proof being placed on the employee.

ARTICLE XIX
FUNERAL LEAVE

Section 1. An employee may be off work with pay up to a maximum of three (3) days for the death of a member of the employee's immediate family charged against sick leave, excepting aunts and uncles for whom the maximum shall be one (1) day.

In order to receive payment for a day's funeral leave the employee must have been scheduled for work on the date or dates for which he requests payment, and if more than one (1) day is claimed (up to a maximum of three (3) days, must be continuous and occur within and/or include the date of the funeral.

Section 2. Immediate family for funeral leave shall be defined as follows:

- | | | |
|---------------------|-------------------|--------------------------|
| 1. Mother (or legal | 7. Grandparents | 13. Brother-in-law |
| 2. Father guardian) | 8. Children | 14. Sister-in-law |
| 3. Husband | 9. Grandchildren | 15. Foster Children |
| 4. Wife | 10. Brother | 16. Son-in-law |
| 5. Mother-in-law | 11. Sister | 17. Daughter-in-law |
| 6. Father-in-law | 12. Step-Children | 18. Spousal Grandparents |
| | | 19. Step Parents |

Section 3. The Safety-Service Director may authorize additional sick leave which shall not be unreasonably withheld for an out-of-state funeral or if special circumstances, such as the need to take care of the business affairs of the deceased, necessitates additional time off.

ARTICLE XX
JURY DUTY PAY/COURT LEAVE

Section 1. The City shall grant Jury Duty/Court Leave with full pay to any employee who is summoned for jury duty by any court of competent jurisdiction or if the employee is subpoenaed to Court and required to testify about a matter resulting from his duties as a City employee.

Any compensation or reimbursement for jury/court duty received by the employee from the court, when such duty is performed during an employee's normal working hours shall be turned over to the City.

If an employee reports for Jury Duty and is excused that day, he/she shall be required to report to the Street Department for work as soon as practical thereafter except such employee shall not be required to report for work at the Street Department if there is less than two (2) hours remaining in the shift. Employees scheduled for Jury Duty shall be scheduled to work Monday through Friday day shift.

Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

ARTICLE XXI **UNPAID LEAVE OF ABSENCE**

Section 1. Any employee who believes he or she has justifiable reason may apply for a leave of absence, with the approval of the Superintendent and Safety-Service Director, not to exceed one (1) year for personal reasons. Such leave shall be granted for good cause if the employee's absence will not adversely affect efficient operation of the Streets Department.

However, no benefits shall accrue to the employee while on such a leave, except in the case of a leave granted due to medical disability, to the employee, employee's spouse, and his children, in which case the employee's hospitalization insurance will be maintained by the City but no other benefits shall accrue.

When on such leave due to employee's medical disability, the employee will continue to accrue seniority up to one year for purposes of vacation, longevity and sick time which shall be applicable when the employee returns to full-time duty. No seniority shall accrue if an individual is on personal leave.

Abuse of Leave:

If it is found that a leave is not actually being used for the purpose for which it was granted, the City may cancel the leave and direct the employee to report for work by giving written notice to the employee and the Union.

Failure to Report:

An employee who fails to report to duty within five (5) working days of the completion or a valid cancellation of a leave of absence without pay, without explanation to the City or their representative, may be removed from the City employment. An employee who fails to return to employment from a leave of absence without pay and is subsequently removed from employment is deemed to have a termination date corresponding to the ending date of the leave of absence without pay.

Section 2. Family and Medical Leave Act. Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve weeks of leave during the twelve month period measuring backward from the first day of the leave.

1. The birth of a son or daughter or to care for a newborn child;
2. The placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter or parent with a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An employee must use accrued sick leave, if the leave qualifies for sick leave under other provisions of this Agreement, or vacation or "comp time" during the leave before the leave of absence is without pay.

The requirement for coverage by the FMLA, the need for medical certification, advance notice for such leave (where possible), the continuation of health insurance coverage, the definition of a serious medical condition and the right to reinstatement to a substantially equivalent position are set forth in the FMLA statute(s) and the City's policy.

ARTICLE XXII PAID LEGAL HOLIDAYS

Section 1. (A) Employees shall receive compensation in pay or accumulated holiday time for the following legal holidays.

- | | |
|---------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. M.L. King' Day | 8. Veteran's Day |
| 3. Presidents Day | 9. Thanksgiving Day |
| 4. Good Friday | 10. Day after Thanksgiving |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | 12. Personal Day |

Section 2. When a holiday falls on a Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday, whichever is applicable.

Section 3. The employee must work the scheduled day before and the scheduled day after the holiday in order to receive holiday pay. However, if an employee is on funeral leave or jury duty leave, when a holiday is celebrated, he shall receive an alternative day off, with pay, mutually agreed upon between the City and the employee.

Section 4. Where work is the result of a call-in on any of the holidays identified in Section 1 (A), the employee is entitled to additional compensation as follows:

1. Option I - Pay only; employee shall be paid 2.5 times the regular rate, i.e. "20 hours for 8 hours worked".
2. Option II - Pay plus compensatory time; employee can elect to be paid 1.5 times the regular rate for the hours worked and the balance of the compensation in time off; i.e. "12 hours pay for 8 hours worked and 8 hours comp time".
3. Option III - Compensatory time only; employee can elect to be paid the regular rate for the hours worked and the balance of the compensation in time off; i.e., "8 hours pay for 8 hours worked and 12 hours comp time".

Section 5. When an employee is not scheduled to work on a holiday, he is entitled to:

1. Option I - Pay only: employee shall be paid 8 hours holiday time at regular rates, i.e. "8 hours pay at regular rate".
2. Option II - Compensatory time only: employee can accrue 8 hours of compensatory time to be used as comp time at some future date provided it does not require replacement overtime.

Section 6. Any individual using legitimate paid leave during the week in which a holiday occurs shall not be denied any of the applicable benefits as stipulated in Sections 4 or 5.

Section 7. Any employee who reports off sick on a scheduled holiday is denied any holiday compensation as identified in Sections 4 or 5 and is paid 8 hours at regular rates only and the pay is charged against accumulated sick leave.

ARTICLE XXIII
INJURED ON DUTY

Section 1.

- (A) The Safety-Service Director shall pay an employee who is injured or disabled while in the discharge of his duties, his full regular salary (subject to Section (B) below) for a period of six (6) months, or such part thereof. During the period of disability such disabled or injured employee may perform duties within the Streets Department, other than his regular duties, if he is physically able to do so.

 - (B) Commencing with the date the injury is incurred, the employee shall be paid from accrued sick leave. If the employee is not able to return to work, due to the injury, on the eighth (8th) day of injury, payment shall commence from I.O.D. pay. If the employee is not able to return on the fourteenth (14th) day of injury, the sick time of the first seven (7) days shall be restored.
- If any employee has not accumulated forty (40) hours of sick leave, and if the disability ends in less than fourteen (14) days, he shall be paid sick leave during the first week of disability; however, the payment for that week shall be charged against his future accrual of sick leave.
- (C) If any employee covered by this Agreement shall be entitled to receive benefits or payments from the Public Employees Retirement System, the foregoing provisions of this Article shall not be effective.

 - (D) Paragraphs (A) and (B) shall not be effective unless the injury is of such severity as to require medical care, and a request for I.O.D. pay shall be made in writing on a form provided by the Safety-Service Director, unless an employee is physically unable to do so.

The employee shall be required to provide a physician's statement verifying the employee's injury. He shall further be required to furnish a physician's statement verifying he/she is capable of returning to normal or light duty.

- (E) The Safety-Service Director may, from time to time, require a medical report on a form prescribed by the Director from the employee's attending physician verifying the disability. I.O.D. time also will be counted against an employee's available Family and Medical Leave Act leave.

- (F) Each employee shall be entitled to a six (6) month period per injury on duty. If an employee returns to work for any reason other than light duty, the balance of the six (6) months related to that specific injury shall be held in reserve for future aggravation or reoccurrences of that injury.

- (G) If an employee is denied Workers' Compensation benefits, I.O.D. time will not be paid and any I.O.D. time paid previously will be reimbursed to the City after a determination by the Bureau of Workers' Compensation that an injury was not work related.

Section 2

(A) If an employee returns to light duty, the light duty shall not be counted against the six (6) month's I.O.D.

(B) Paragraph "B" of Section 1 will not apply in the event of aggravation or reoccurrence.

ARTICLE XXIV
SAFETY AND HEALTH

Section 1. Safety is a mutual concern of the City and the Union. The City shall utilize all reasonable efforts to maintain safe working facilities, vehicles, tools and equipment. The employees and the Union are expected to cooperate with the City in maintaining safe working facilities, vehicles, tools and equipment.

Section 2. The City shall make every reasonable effort to comply with applicable safety and health laws, rules and regulations.

Section 3. The City shall provide protective devices and other equipment which it deems necessary to protect employees from accidents and health hazards. The employees agree to wear all protective equipment so provided and the Union agrees to assist the City in obtaining voluntary compliance by employees. This provision shall be reasonably applied.

Section 4. Adequate First Aid Kits shall be maintained at all work areas and work sites. All City vehicles shall carry First Aid Kits in their cabs or other accessible locations.

Section 5. Complaints involving unsafe equipment or conditions should be reported by the employee to his immediate supervisor. If the alleged unsafe equipment or condition is not corrected within a reasonable time, the employee may process a complaint through the grievance procedure or call for an appropriate Union Steward to resolve the issue.

Section 6. In the event a piece of equipment is considered unsafe to operate, the employee shall immediately notify his immediate supervisor. The supervisor shall examine the piece of equipment and, if he determines it to be unsafe for operations, shall not permit the equipment to be operated and so mark the keys to said equipment. Employees shall not be required to operate equipment so marked.

Section 7. The Employer shall provide protection for all Bargaining Unit employees for liabilities arising from their employment, in the form of liability insurance, or in another manner at no cost to the employee (up to the limits of the insurance coverage). The City also shall provide all reasonable necessary legal counsel necessary without cost to the employee or the Union.

ARTICLE XXV
MILITARY LEAVE

Military leave, with or without pay, shall be granted as provided by Ohio Revised Code and Ohio Administrative Law.

ARTICLE XXVI
VACATION

Section 1. Vacation accumulation shall be based on the schedule established herein for all appointed official and all other employees of the City.

Section 2. Employees Hired after April 1, 1985.

- (A) During the first partial calendar year of employment an employee will accumulate vacation time from his/her hire date to December 31 of his/her hire year.
- (B) After January 1st of the following calendar year, the employee shall be entitled to take the pro-rata amount of vacation accumulated during his/her previous partial calendar year of employment.
- (C) During the first full calendar year of employment an employee will then accumulate vacation time to be taken in the following calendar year.
- (D) When an employee's hire date is prior to the 16th day of a month employee shall be credited for the full month for vacation purposes. If an employee's hire date is the 16th of the month or after the employee shall not receive credit for the month. Credit shall begin on the first day of the next month.
- (E) This Article does not apply to part-time employees.

Section 3. Hire date Anniversary adjustment for:

- (A) When an employee becomes eligible for the next higher vacation bracket, the additional vacation shall be taken after the hire date anniversary. The additional vacation is to be taken prior to the completion of the calendar year in which he/she became eligible for the additional vacation except:
- (B) If an employee's hire anniversary date is December 1st through December 31st, the additional vacation may be carried forward to the next calendar year, but it shall be taken by March 31st of that calendar year. When this circumstance occurs, the limit will be waived to allow no more than two (2) employees off on any given shift. The senior employee in any given

department shall have first selection of this time.

- (C) Vacations shall also be accumulated at the higher level for the full calendar year in which an employee becomes eligible for additional vacation. This vacation shall be taken in the next calendar year.

Section 4. Hire anniversary date, for the purpose of vacation, shall be used only to establish eligibility for the next highest vacation bracket. In order to receive the additional vacation, an employee must have, on his/her anniversary, completed the year specified in the vacation schedule.

Section 5.

(A) Vacation for employees shall be as follows beginning for vacations to be taken in 1986:

At completion of first year through fifth year	10 days
At completion of sixth year.....	15 days
At completion of twelve years	20 days
At completion of seventeen years	25 days
At completion of twenty one years	30 days

(B) Days as stated in sub-section (A) of this Section shall be eight (8) hour days and years shall be years of service.

Section 6.

- (A) An employee who leaves the employ of the City for any reason will receive vacation pay for any vacation that he/she may have been eligible for if not already taken at the time of termination.
- (B) No employee will be granted in a calendar year more than the eligible periods spelled out in Section 5 (A) except when the employee retires or terminates his/her service with the City.
- (C) Vacation time under the provisions of this sub-section shall not accumulate from one year to another, except where specifically stated and if not taken shall be forfeited.
- (D) Absence on account of sickness, injury or disability in excess of that hereafter authorized for such purpose, may at the request of the employee and within the discretion of the Department Head, be charged against vacation leave allowance, provided it has been requested in advance of the days taken.
- (E) The Department shall keep records of vacation leave allowance and shall schedule vacation leaves with particular regard, insofar as possible, to the employee's departmental seniority.
- (F) During the vacation herein provided for, the employee shall be entitled to full pay for such

period at the regular rate of compensation.

- (G) Splitting of vacation shall be allowed, but an employee shall not pick his second choice until all other below stated in Section 6, sub-section (H) have selected their first choice.
- (H) The vacation selection list shall be posted on December 1st and all selections shall be made by February 1st. Employees shall sign-up for vacation periods desired and the vacation shall be scheduled by seniority. In event of any vacation conflict, the senior employee will be given preference. In event an employee does not choose to schedule vacation during the sign up period, any vacation thereafter shall be scheduled on a first request basis subject to approval and operational needs of the Department. Cancellation of prescheduled vacation by the employee will negate their seniority status and any future requests will be based on the operational needs of the Department.

Section 7.

- (A) Any employee selling any portion of his/her vacation as specified in Section 7(B) or who leaves the employment of the City for any reason other than retirement, shall be paid as follows:

Annual Base Salary divided by Annual Normal Scheduled Hours = Hourly rate (x's) unused vacation.

- (B) An employee after completion of ten (10) years of service, may elect, with the approval of the Department Head, to be paid at regular rates for any unused vacation.
- (C) Other articles of this Agreement notwithstanding, the City agrees that employees will be granted all vacation due as time off, compensation or carried over to the following year.

ARTICLE XXVII **ALLOWANCES**

Section 1. Uniforms/Clothing Allowance: Employees in classifications of the bargaining unit shall be paid a clothing allowance of \$500.00 per year, payable to said employees in two (2) equal installments of \$250.00 on the second pay in June and the first pay in December. The City will establish the uniform to be worn including a standard work shirt. The City also will provide each employee one set of Carharts (pants, bib and hood), rubber foot wear, and work gloves. These items will be replaced when worn out. However, the employee must return the Carharts and foot wear to be replaced to determine their condition before a new set will be authorized. **Newly hired employees shall receive their Carharts in a timely fashion after the employee's probationary period.**

Section 2. Mileage Allowance: An employee using a private vehicle for any out-of-City job-

related court appearance, pretrial appearance, training, seminars, meetings, conferences, continuing education programs, or any other job-related activities, shall be reimbursed for mileage at the current federal allowed rate per mile then applicable.

ARTICLE XXVIII
MEAL PERIOD

If an employee's shift is called in for overtime for four (4) or more hours, each full four (4) hour period shall include a paid twenty (20) minute meal or rest period, or as otherwise established or practiced.

ARTICLE XXIX
UNION RIGHTS/BULLETIN BOARDS/FACILITIES

Section 1. The Employer shall provide a space on the employee's Bulletin Board for the Union to place Union notices for the Union's use. The Union shall be permitted to post notices dealing with Union business as long as the posted material is not political in nature and does not adversely portray the Employer, or any City Official, or any City employee.

Section 2. The Union may use the facilities of the Streets Department to conduct meetings as long as reasonable advance notice, at least twenty-four (24) hours, is given to the Employer when possible. Union representatives and officials may also use a City telephone for local calls made necessary by the terms and provisions of this Agreement, however, such calls shall not disrupt the Employer's operations.

Section 3. When the Union believes that it needs to review Employer records or personnel files in order to meet its statutory duty and obligations to represent employees in the Bargaining Unit, it will make a request for such information and access thereto as defined and excepted under 149.43 O.R.C.. The Employer shall promptly provide reasonable copies when so requested at no charge to the Union or employees covered under this Agreement.

ARTICLE XXX
EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City and Union recognize the value of counseling and assistance programs to those employees who have personal problems such as alcoholism, drug habits and other medication or psychological problems, which interfere with the City's efficient and productive performance of his duties and responsibilities. The City and Union will therefore aid such employees who request assistance with such problems. The City and the Union will encourage the employee to seek professional assistance where necessary.

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

The City and the Union agree that employees being rehabilitated will have an income while in the program; therefore, employees participating will be entitled to use their accumulated vacation time and sick leave.

Agreement to this program by the City shall not preclude the City from disciplining an employee who refuses treatment for such problems, or who after treatment, does not correct such problems.

ARTICLE XXXI **LONGEVITY PAY**

Section 1. All Bargaining Unit employees shall be paid on the second pay in June and the first pay in December of each year, according to the following service credit and longevity rate pay schedule as follows:

<u>Anniversary Service Credit:</u>	<u>Amount:</u>
0 through 4 years	\$ -0-
over 4 through 10 years	\$30.00 per month
over 10 years through 15 years	\$70.00 per month
over 15 year through 20 years	\$90.00 per month
over 20 years through retirement	\$110.00 per month

Section 2. An employee shall advance to the next higher group with years of service in the month of the employee's anniversary date, if the employee's anniversary date is between the 1st and 15th of the month, and in the month following the employee's anniversary date, if the anniversary date is between the 16th and 31st of the month.

ARTICLE XXXII **LABOR/MANAGEMENT COMMITTEE**

In the interest of sound Labor/Management and to promote harmonious relations, a Labor/Management Committee shall be established.

Meetings shall be held quarterly each year and shall be scheduled at convenient, mutually agreed to times by the Parties. Additional meetings may be scheduled by mutual agreement.

The Committee shall be made up of the Employer, his designee and one (1) member of the local

Union. An Ohio Council 8 Staff Representative may attend such meetings and each side may invite one (1) additional member on an “ad-hoc” basis.

Labor members of the Committee shall suffer no loss of pay for attending said meetings.

An agenda shall be exchanged at least three (3) working days in advance of the scheduled meeting with a list of the matters to be discussed and acted upon in the meeting.

ARTICLE XXXIII **UNION TIME AND UNION ACTIVITY**

Section 1. The Union shall be entitled to forty (40) hours of time off for internal Union business per calendar year, without loss of pay.

Section 2. Union representatives shall be afforded reasonable time during regular duty hours to fulfill responsibilities with the City, including negotiations, processing grievances, meetings and administration and enforcement of this Agreement without loss of pay or Union time. The Union Contract Negotiations Committee shall include a maximum of two (2) members as designated by the President of the Local Union.

Section 3. The Union shall be entitled to carry over unused Union time under paragraph (A) above from year to year. However, at no such time shall that balance exceed eighty (80) hours.

Section 4 In the event the Union should use all time to which it is entitled in any given year, the Union shall be permitted additional time off under this Article not to exceed five (5) additional work days, but without pay.

Section 5. It is agreed that any employee within the Bargaining Unit has the right to join the Union for mutual aid or protection and to bargain collectively. Employees also have the right to refrain from being a member of the Union. Neither the City nor the Union shall discriminate against any employee with regard to such choice. It is further agreed that there shall be no discrimination among employees by virtue of participation or non-participation in activities of the Union.

Section 6. As bargaining agent, the Union is required to represent all employees who are members of the Bargaining Unit fairly and equitable, regardless of their membership or non-membership in the Union. The City and the Union agree there shall be no discrimination against any employee on the basis of race, color, creed, sex, age, handicap, religion or national origin.

Section 7. The President of the Local Union shall be scheduled by the City to meet with all newly hired employee(s) for a duration of not longer than one (1) hour, to inform said employee(s) of functions of the Local Union and on-the-job safety and work procedures. City facilities shall be made available for this purpose.

Section 8. The Employer agrees to provide to the Union President every six (6) months with a list of all Bargaining Unit employees that includes the following information: name, address, telephone number, Employer ID, date of hire, classification, pay rate, shift, department and work location. This list shall be provided to the Union in a hard copy and electronic form.

ARTICLE XXXIV
SAVINGS/SEVERABILITY

If any Article or Section of the Agreement or amendments or supplements thereto shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, amendment or supplement thereto shall be effective and shall remain in full force.

Subject to the above paragraph, if any provisions of this Agreement are found or made invalid, the City and the Union shall meet within thirty (30) working days thereto to negotiate a legal alternative, if possible.

ARTICLE XXXV
ACKNOWLEDGMENT

The Union and Management acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.

Therefore, the Management and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

By written mutual agreement, the covenants of this paragraph will be waived for negotiations by the parties and any amendments or supplements to this Agreement shall be in writing, signed and made part of this Agreement and incorporated herein.

However, this clause, notwithstanding, all past practices enjoyed and not bargained about shall remain undisturbed. The wages, hours and terms and conditions of employment herein supercede any related Ohio laws, to the extent permitted by law, including all specifications thereunder or related thereto.

ARTICLE XXXVI
UNION LEAVE

An employee elected or appointed delegate to conferences or conventions shall be granted time off without pay to attend each conference. Such conferences or conventions shall not exceed a period of four (4) work days per calendar year for the Bargaining Unit. However, should any official or representative of the Local Union accept the position AFSCME Council 8 or the AFSCME Unit International Union Staff, he/she shall be granted and indefinite leave of absence with seniority to continue to accumulate for a period of one (1) year. If he/she does not return to the Bargaining Unit after one (1) year, his/her accumulation of seniority will stop until he/she returns.

ARTICLE XXXVII
TERM OF AGREEMENT

This Collective Bargaining Agreement shall be effective from **January 1, 2012**, and shall continue through **December 31, 2014**, and shall continue in effect from year to year thereafter, unless either party gives written notice to the other party not less than sixty (60) days prior to the termination date of the desire to terminate, modify, or negotiate a successor collective bargaining agreement.

Signed at Alliance, Ohio, this 24 day of October, 2012.

FOR LOCAL 2233 AFSCME, AFL-CIO

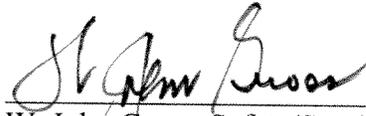


Tim Harlan, President, Local 2233



Stevan Pickard, Staff Representative
Ohio Council 8

FOR THE CITY OF ALLIANCE



W. John Gross, Safety/Service Director