

STATE EMPLOYMENT
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**AGREEMENT BETWEEN
CITY OF NORTHWOOD
AND THE
AMERICAN FEDERATION OF FEDERAL,
STATE AND COUNTY MUNICIPAL EMPLOYEES,
OHIO COUNCIL 8, LOCAL #755**

**EFFECTIVE
April 1, 2012 through March 31, 2015**

54

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	1
1	RECOGNITION	1
2	PLEDGE AGAINST DISCRIMINATION	1
3	NO STRIKE - NO LOCKOUT.....	2
4	WAIVER IN CASE OF EMERGENCY	2
5	MANAGEMENT RIGHTS	3
6	LABOR-MANAGEMENT MEETINGS.....	4
7	SAVINGS CLAUSE.....	4
8	HEALTH AND SAFETY.....	5
9	WORK RULES.....	6
10	PERFORMANCE OF WORK BY SUPERVISORS	6
11	WORKING OUT OF CLASSIFICATION	7
12	SEASONAL AND TEMPORARY EMPLOYEES.....	7
13	PROBATIONARY PERIOD.....	8
14	WORK DAY - WORK WEEK - PAY PERIOD.....	8
15	OVERTIME.....	9
16	COMPENSATORY TIME	10
17	MEAL ALLOWANCE.....	11
18	CALL BACK PAY	11
19	SENIORITY.....	12
20	POSTING AND BIDDING	14
21	LAYOFF AND RECALL.....	14
22	CLOTHING ALLOWANCE.....	15
23	REPLACEMENT OF PERSONAL ITEMS.....	16
24	SANITARY FACILITIES	17
25	CORRECTIVE ACTION	17
26	HOLIDAYS	19
27	VACATION.....	19
28	SICK LEAVE	21
29	UNPAID LEAVE OF ABSENCE	25
30	COURT LEAVE.....	28
31	FUNERAL LEAVE.....	29
32	MILITARY LEAVE.....	29
33	UNION LEAVE.....	30
34	INJURY LEAVE	30
35	BULLETIN BOARD	31
36	VISITS BY UNION REPRESENTATIVES.....	32
37	STEWARDS AND OFFICERS.....	32

TABLE OF CONTENTS

ARTICLE		PAGE
38	GRIEVANCE PROCEDURE.....	33
39	SUBCONTRACTING	38
40	UNION DUES CHECKOFF	39
41	GROUP INSURANCE	41
42	PRINTING AND SUPPLYING OF AGREEMENT	42
43	WAGES	42
44	EDUCATIONAL ASSISTANCE.....	43
45	COMMERCIAL DRIVER'S LICENSE	43
46	DRUG AND ALCOHOL TESTING.....	44
47	DURATION.....	47
	SIGNATURE PAGE.....	48
	LETTER OF UNDERSTANDING 1	
	LETTER OF UNDERSTANDING 2	
	LETTER OF UNDERSTANDING 3	

PREAMBLE

This Agreement, entered into by the City of Northwood, hereinafter referred to as the "City", and Ohio Council 8 and Local 755, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, fringe benefits and the mutual agreement on other conditions of employment.

ARTICLE 1 RECOGNITION

Section 1.1. The City of Northwood hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, terms and other conditions of employment. This recognition covers all full-time and regular part-time non-uniformed employees, including Laborer, Custodian, Building and Grounds Worker, Maintenance Technician, Tax Clerk, Payroll Coordinator, and Accounts Payable Coordinator, but excluding management, professional, and confidential employees, supervisors, seasonal, casual and temporary employees.

Section 1.2. When the city creates a new job classification, the City and the Union shall meet to discuss whether the classification shall be included in the bargaining unit or not. If the City and the Union cannot reach mutual agreement relative to any new classification(s) or position(s) within thirty (30) days after the date they were created, then the matter shall be submitted to the State Employment Relations Board for determination. Once a determination has been made that the classification should be included in the bargaining unit the parties shall then negotiate the rate of pay for the new classification.

ARTICLE 2 PLEDGE AGAINST DISCRIMINATION

Section 2.1. The City and the Union agree to abide by the provisions of applicable Federal and State laws, including compliance with the regulations of the Equal Employment Opportunity Commission and the Ohio Civil Rights Commission. Should any compliance conflict with the provisions of this Agreement, a conference will be held between the City and the Union to resolve these matters.

Section 2.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 2.3. The City agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion

by the City or its representatives against any legal employee activity which is in accordance with this Agreement in an official capacity on behalf of the Union.

Section 2.4. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any non-Union member exercising the right to decline membership in the Union or to decline participation in Union activities. Nothing in this Section shall prohibit the Union from excluding non-members from any Union activity or function or from any benefits provided for its members by the Union.

ARTICLE 3 NO STRIKE - NO LOCKOUT

Section 3.1. Understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that during the term of this Agreement neither the Union, nor any member of the bargaining unit, shall authorize, sanction, encourage, or participate in any strike, or any other concerted activity which would interrupt the City's operation or services.

Section 3.2. Any employee who violates Section 1 above may be subject to discipline, up to and including discharge.

Section 3.3. If any activity described in Section 1 above occurs, the Union, upon being notified thereof, shall make a reasonable effort to prevent such unauthorized acts and advise employees to resume their normal work duties. Such Union effort shall include, but not necessarily be limited to, advising all bargaining unit employees, both orally and by letter or telegram, to resume their normal work duties despite the existence of a picket line, and instructing such employees that their conduct may subject them to discipline, up to and including discharge.

Section 3.4. There shall be no "lockout" instituted by the City during the term of this Agreement.

ARTICLE 4 WAIVER IN CASE OF EMERGENCY

Section 4.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the City:

- A. time limits for the processing of grievances;
- B. all work rules and/or agreements and practices relating to the assignment of employees.

Section 4.2. Under such emergencies, bargaining unit members shall be utilized to perform the available work to the fullest extent possible.

Section 4.3. The City shall give notice of such emergency to the Union when declared and when ended.

Section 4.4. Upon the termination of the emergency should valid grievance(s) exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1. Except as expressly modified by the terms of this Agreement, the Union recognizes the right and authority of the City to administer the business of the City of Northwood, and, in addition to other functions and responsibilities which are required by law, the Union recognizes that the City has and will retain the full right and responsibility to direct the operations of the City, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to:

- A. Determining matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Directing, supervising, evaluating, or hiring employees;
- C. Maintaining and improving the efficiency and effectiveness of governmental operations;
- D. Determining the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspending, disciplining, demoting, or discharging for just cause, or laying off, transferring, assigning, scheduling, promoting, or retaining employees;
- F. Determining the adequacy of the work force;
- G. Determining the overall mission of the City as a unit of government;
- H. Effectively managing the work force;
- I. Taking actions to carry out the mission of the City as a governmental unit.

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the City not expressly restricted or modified herein and as permitted by law shall remain the exclusive function of the City, and that nothing herein shall be construed to restrict the City's inherent and exclusive rights with respect to matters of general managerial policy.

ARTICLE 6
LABOR-MANAGEMENT MEETINGS

Section 6.1. In the interest of sound labor-management relations and effective communication, either party may request a labor-management meeting to discuss problems and administration of the Agreement. Such meetings will be held at a time on a date mutually agreeable to both parties.

Section 6.2. All requests for such meetings shall be made in writing and presented to the other party not less than five (5) calendar days in advance of the requested meeting date. Such written request shall include an agenda of items the requesting party wishes to discuss, as well as, the names of those representatives who will attend the meeting. The party receiving such a request may likewise submit an agenda of items it wishes to discuss at the meeting, and such party shall provide the requesting party with a list of those representatives it will have in attendance at the meeting. No more than two (2) Union employee representatives and a Union Staff Representative shall attend any such meeting. The City Administrator, or an appropriate designee, shall represent the City.

Section 6.3. Such meetings shall be scheduled during working hours, and, unless otherwise mutually agreed upon, shall be limited to one and one-half (1-1/2) hours in duration.

Section 6.4. No Union employee representative shall receive overtime compensation for his attendance at such meetings. An employee representative may be required to work if an emergency arises during such a meeting.

ARTICLE 7
SAVINGS CLAUSE

Section 7.1. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of State or Federal law, existing or promulgated in the future, or by a tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

Section 7.2. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the City and the Union will meet promptly, if required, for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 8
HEALTH AND SAFETY

Section 8.1. The City and the Union agree to promote the safety and health of all employees and to cooperate in an effort to prevent injuries.

Section 8.2. The Union agrees that careful observance of safe working practices and City safety rules is a primary duty of all employees. The City agrees to uniformly enforce safety rules without discrimination.

Section 8.3. Employees shall make reasonable effort to report unsafe conditions to the City, and the City shall make a reasonable effort to provide safe working conditions.

Section 8.4. An employee will not be required to operate unsafe equipment or to perform unsafe work that the employee, acting in good faith, believes presents an imminent danger of death or physical harm to the employee, provided that such conditions are not such as normally exist for or reasonably might be expected to occur in the occupation of the employee.

If an employee is requested to operate equipment which he reasonably believes is unsafe or to perform work which he reasonably believes presents an imminent danger of death or physical harm to the employee which do not normally exist in the occupation, the Safety Committee shall be convened as quickly as practicable for the purpose of reviewing the matter in order to attempt to resolve the dispute.

Section 8.5. One (1) member of the Union and one (1) administrative employee shall comprise the Safety Committee. The Safety Committee shall meet not less than four (4) times per calendar year, unless otherwise mutually agreed. Safety Committee meetings shall be held during working hours and shall last one (1) hour, unless otherwise mutually agreed. The Safety Committee shall review overall safety procedures and may also recommend corrective action as such may be needed to maintain safe working conditions.

Section 8.6. A steward and his supervisor may make a tour of their department at mutually agreed times and report their findings to the Safety Committee. Such a tour may also be conducted when an employee reports an unsafe condition.

Section 8.7. An employee disciplined for failure or refusal to abide by the Employer's safety policies, rules and procedures may appeal such discipline under the Grievance Procedure contained herein. This shall be the appropriate procedure for adjusting such disputes. An employee seeking remedy before any other agency shall not be eligible to have his grievance heard before an arbitrator under Step 2 of the Grievance Procedure.

If a grievance under this Section is heard by an arbitrator, the arbitrator will not have the authority to invalidate a safety or health policy, rule or procedure that is reasonable and fairly applied.

ARTICLE 9
WORK RULES

Section 9.1. When the City determines that existing work rules are to be changed or that new work rules are to be established, it will give the Union written notice of such new rules or changes not less than ten (10) work days prior to the effective date thereof. Upon request of the Union, the City shall meet with the Union to discuss such new rules or changes.

Section 9.2. When existing rules are changed or new rules are established, they shall be posted prominently on the bulletin board within the work area(s) affected for a period of not less than five (5) work days prior to implementation. Nothing in this section shall preclude the suspension of the five (5) day posting period upon mutual agreement between the Employer and the Union.

Section 9.3. All work rules shall be uniformly applied and enforced as to all employees under similar circumstances.

Section 9.4. All work rules, as well as changes therein, shall be promulgated by the City Administrator.

Section 9.5. All new work rules or changes in existing work rules must be necessary and reasonable, and no work rules, or change therein, shall violate any express term of this Agreement.

ARTICLE 10
PERFORMANCE OF WORK BY SUPERVISORS

Section 10.1. The parties agree that it is the City's right and responsibility to determine the necessity for and to authorize overtime work.

Section 10.2. The parties further agree that in emergency situations requiring immediate response and affecting and involving the public safety, supervisory and management personnel may act and do all things necessary and incidental to the maintenance and restoration of service to the public and to provide for the public safety until sufficient unit employees are available to do the work.

Section 10.3. The parties also agree that supervisors may perform work regularly done by employees in the following circumstances:

- A. When instructing, training or assisting employees;
- B. When relieving regular employees during lunch and rest periods;
- C. When starting and testing new equipment, machinery or processes;

- D. When a regular employee refuses, for whatever reason, to perform the work assigned to him and no other qualified employee is available;
- E. When no qualified regular employee is available to perform available overtime work after reasonable efforts by the City to contact such employees;
- F. When no regular, qualified employee is available to perform the required work.

ARTICLE 11
WORKING OUT OF CLASSIFICATION

Section 11.1. Any employee temporarily assigned to perform work outside of his job classification shall suffer no loss or reduction in pay.

Section 11.2. If an employee is temporarily assigned to perform work in a job classification with a higher rate of pay than the classification to which the employee is regularly assigned, the employee shall receive the higher rate of pay for all hours worked during such temporary assignment. (See Letter of Understanding No. 1)

Section 11.3. When work is to be temporarily assigned in a lower classification, the qualified employee in the higher classification with the least seniority will work in the lower classification.

Section 11.4. Qualified bargaining unit employees assigned on a weekly rotation basis to perform duties of the Public Service Director in the latter's absence shall receive a stipend of \$1.00 per hour in addition to the employee's regular base rate of pay.

ARTICLE 12
SEASONAL AND TEMPORARY EMPLOYEES

Section 12.1. No temporary or seasonal employee will perform work that is done by the bargaining unit where such replacement would cause loss of job.

Section 12.2. Seasonal and temporary employees shall continue to do only the work which they have traditionally done.

Section 12.3. Any laid off employee shall have the opportunity to work as a seasonal employee prior to the hiring of a seasonal employee. In the event a laid off employee refuses such opportunity, the City shall not contest that employee's status with the Bureau of Unemployment Compensation.

Section 12.4. If a laid off employee accepts the seasonal work, he shall be paid at the seasonal rate. However, if he is assigned to bargaining unit work, he shall be paid at the bargaining unit rate.

ARTICLE 13
PROBATIONARY PERIOD

Section 13.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employees receive compensation from the City and shall continue for a period of twelve (12) months. Employees in the classifications set forth in Article 1, Recognition, shall be represented by the Union, except representation shall not be provided in matters related to discipline until completion of the full probationary period.

Section 13.2. A newly hired probationary employee may be terminated any time during his probationary period and such termination shall not be appealable through the Grievance Procedure contained elsewhere herein.

ARTICLE 14
WORK DAY - WORK WEEK - PAY PERIOD

Section 14.1. It is agreed that the normal work week shall be forty (40) hours per week and the normal work day shall be eight (8) hours per day, Monday through Friday. An employee assigned to custodial work may ~~The custodial employee shall work up to~~ forty (40) hours per week. The actual scheduling of such hours may fluctuate at the employer's discretion. The work week shall start at 12:01 a.m. Monday and conclude at 12:00 midnight Sunday. Paychecks shall be issued on a biweekly basis.

Section 14.2. Temporary changes in the normal hours of work shall be for the purpose of promoting efficiency or improving services. Should it be necessary to make changes to the normal hours of work, the Employer shall give notice of such change to the affected employee(s) and the Union as far in advance as is practicable.

Section 14.3. All full-time maintenance employees shall be provided two (2) ten (10) minute paid work breaks and one (1) thirty (30) minute unpaid lunch period each work day. The ten (10) minute work breaks will not be extended by travel time to and from the job site. Each employee will be permitted a maximum of five (5) minutes before the lunch period and five (5) minutes after the lunch period for travel time. Employees who abuse this section will be subject to disciplinary action.

Section 14.4. Clerical employees shall combine the two (2) fifteen (15) minute paid breaks with the one-half (1/2) hour unpaid lunch break to take a one (1) hour lunch break period to begin occur between ~~11:30 a.m.~~ 12:00 noon and ~~2:00~~ 1:30 p.m.

Section 14.5. Part-time bargaining unit employees shall receive one (1) fifteen (15) minute work break at approximately midpoint of their assigned shift.

Section 14.6. Before any permanent changes in the normal work week or normal work day are made, the City will give written notice thereof to the Union, unless it is impractical to do so. If it is impractical to give such advance written notice, the City shall give the Union such written notice as soon thereafter as practical. Upon request of the Union, the City shall meet with the Union to discuss such changes in the normal work week or normal work day.

ARTICLE 15 OVERTIME

Section 15.1. The following overtime rates shall be observed. An employee shall be paid time and one-half (1-1/2) his regular rate of pay for all hours in excess of forty (40) that are spent in active pay status in any one week.

Section 15.2. A seniority rotating list shall be established in each job classification on November 1st of each calendar year, and the City shall post the list on or before November 1st. The seniority rotating list shall be posted and maintained in each department by the City throughout the year. Such seniority list shall be utilized to equalize overtime as much as possible among employees by job classification by offering each overtime opportunity to the employee(s) who have been charged with the least amount of overtime. When an employee is called at the telephone number provided to the City and either does not answer or refuses the overtime, the employee shall be charged as though he had worked the overtime. When an employee accepts the overtime, he shall be charged with the overtime.

Section 15.3. Overtime shall first be offered to the employees qualified to do the work who are in the classification requiring the overtime. If no employee in that classification who is qualified to do the work accepts the overtime, then the overtime shall be offered to employees in other classifications who are qualified to do the work and have been charged with the least amount of overtime. If a sufficient number of employees do not accept the overtime, then the least senior qualified employee, or employees, shall be required to work.

Section 15.4. If an employee works on a holiday, he shall be paid two (2) times his regular rate of pay for hours worked in addition to holiday pay. Work performed on Sunday shall be compensated at one and one-half (1-1/2) times the regular rate of pay.

Section 15.5. There shall be no pyramiding of overtime pay.

Section 15.6. An employee who is on vacation or personal day will not be charged with overtime not worked and will not be called for overtime unless an emergency exists.

An employee who is on authorized sick leave will not be charged with overtime not worked and will not be called for overtime, until the employee has reported back for the next regularly scheduled shift, unless an emergency exists. When an employee has been off work for sick, injury, or unpaid leave for a period in excess of twenty-five (25) work days, the employee shall

be credited with the average of overtime hours worked/refused in his or her department for the period of the absence.

Section 15.7. An employee assigned to work immediately following his regular shift shall receive a minimum of one-quarter (1/4) hour pay at the applicable rate.

Section 15.8. Only those employees who have obtained the appropriate license will be eligible for overtime assignments doing mosquito and insect spraying. Those employees covered by this Section who have refused overtime on mosquito and insect spraying three (3) times in a season (Memorial Day through Labor Day) will no longer be eligible for this type of overtime. If in the event, any such employee regains their license or resigns up for this overtime they then would be reeligible for this overtime rotation at the beginning of the next spraying season.

Section 15.9. Employees of the Street Department designated as being on standby status for a given week by the Public Service Director with the approval of the City Administrator, shall be paid one hour of the employee's regular rate of pay for each day on standby status in addition to the applicable rate of pay for all hours actually worked on the job. When employees are called into work while on standby status, they will be paid at one and one-half (1/2) times their base hourly rate of pay for all time worked outside their normal work hours. The City shall place on standby status the two (2) employees who have been charged the least amount of overtime pursuant to the provisions of Section 15.2 and shall provide phones which said employees shall be required to have and use. An employee on standby who is called must return the call within fifteen (15) minutes and be able to report to work within one (1) hour of the call. Failure to respond or report will result in loss of the standby pay for that day and progressive disciplinary action. This provision is limited to the period from November 1 through March 31 and to predicted weather emergencies. Employees may trade phone assignments on a full day basis upon at least one day's prior written notice to the Public Service Director.

ARTICLE 16 COMPENSATORY TIME

Section 16.1. A bargaining unit employee may elect to use compensatory time off in lieu of overtime pay, for any authorized overtime worked.

Section 16.2. If an employee elects to take compensatory time off in lieu of monetary compensation for overtime worked, the employee shall be entitled to one and one-half (1-1/2) hours compensatory time for each one (1) hour of overtime worked.

Section 16.3. Employees shall be permitted to accumulate no more than one hundred twenty (120) hours of compensatory time. After an employee has accumulated one hundred twenty (120) hours of compensatory time, he shall then be monetarily compensated for overtime hours worked at the rate of one and one-half (1-1/2) times his usual straight time hourly rate. On a quarterly basis, employees may make application to convert any Comp Time on the books to cash at the current hourly rate.

Section 16.4. Overtime designated by an employee to be taken as compensatory time in lieu of monetary payment (during the period of November 1 to October 31) must be utilized as compensatory time not later than October 31. If an employee fails to utilize compensatory time by October 31, the City shall, at the conclusion of the next payroll period, compensate the employee for each such overtime hour not taken as compensatory time at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate.

Section 16.5. When an employee completes his time card at the end of his work week, he shall designate thereon the overtime hours worked during that week which he elects to take as compensatory time in lieu of monetary payment therefor.

Section 16.6. After its accumulation, compensatory time off may only be taken with mutual agreement between the employee and his Department Head and will not be scheduled more than fourteen (14) days in advance unless otherwise mutually agreed between the Supervisor and the employee.

Section 16.7. An employee shall be considered in active pay status when using compensatory time.

Section 16.8. Compensatory time shall be taken and charged in minimum units of one hour (1) provided the employee notifies his supervisor twenty-four (24) hours in advance of the requested compensatory time off.

Section 16.9. Approved compensatory time off shall not be rescinded by another employee's request for vacation time that had not been granted previously.

ARTICLE 17 MEAL ALLOWANCE

Section 17.1. If an employee works for twelve (12) consecutive hours, the employee shall receive a ~~\$7.00~~ \$8.50 meal allowance, and, when the work permits, a fifteen (15) minute rest break with pay. When work does not permit taking the break, the employee shall receive an additional fifteen (15) minutes pay at the applicable overtime rate.

Section 17.2. If an employee is called back to work within two (2) hours after his quitting time and then works four (4) or more consecutive hours, the employee shall receive a ~~\$7.00~~ \$8.50 meal allowance, and, when the work permits, a fifteen (15) minute rest break with pay. When work does not permit taking the break, the employee shall receive an additional fifteen (15) minutes pay at the applicable overtime rate.

Section 17.3. The employee entitled to a meal allowance under this article may be reimbursed for reasonable meal expenses in excess of the ~~\$7.00~~ \$8.50 amount upon the presentation of a valid receipt.

ARTICLE 18
CALL BACK PAY

Section 18.1. Any full-time employee called back to work at a time other than his regular work schedule, and reports within one (1) hour shall receive a minimum of three (3) hours pay at the applicable overtime rate.

Section 18.2. It is understood that any call-back which starts prior to his regular shift and continues into the employee's regular shift or time worked immediately following the regular shift, shall not be eligible for the minimum provided in Section 1.

Section 18.3. If an employee is called back to work after being released, it shall be considered another call back and not continuous overtime.

Section 18.4. If an employee is called back to work, his compensation and hours worked shall be calculated beginning with the time he punches the time clock or reports to his normal work location.

Section 18.5. The provisions of this Article shall not apply when an employee performs work that is an uninterrupted continuation of his normal work shift.

ARTICLE 19
SENIORITY

Section 19.1. An employee's seniority shall be computed on the basis of his uninterrupted length of continuous service with the City beginning upon the first day for which he receives compensation from the City in a position in the bargaining unit.

Section 19.2. When two (2) or more employees in the bargaining unit are appointed to positions on the same date, their seniority will be computed on the basis of their Civil Service examination placement for the position. However, in the event that there be a tie score, or no test was given, then their seniority shall be determined by their respective employment application dates. When individuals transfer from outside the bargaining unit into the bargaining unit, their City-wide seniority will be taken into consideration for vacation scheduling and credit, as well as for step advancement, but not for other departmental purposes. The positions held by each member of the bargaining unit as of the effective date of this Agreement are confirmed to be the employee's proper position regardless of any informality in his appointment.

Section 19.3. The City shall post a seniority list on the City Bulletin Board not later than January 15th of each year, and shall update the list as changes occur. Copies of all posted seniority lists and updates shall be provided to the Union. Seniority lists shall include each employee's name, date of hire, department or division, and classification.

Section 19.3.1. The employer agrees to provide the Union the following information as the changes reflected occur:

- a. A list of the names, addresses and telephone numbers of employees who have left the bargaining unit or gone on an unpaid leave of absence;
- b. A report of the names, addresses and telephone numbers of new hires and transfers into the bargaining unit; and
- c. A list of all bargaining unit employees reflecting names, addresses, telephone numbers, employee i.d., dates of hire, classification, pay rate, shift, department and work location as changes in classification, shift, department or base work location changes.

Section 19.4. An employee's continuous service shall be broken and his seniority terminated upon the happening of any of the following events:

- A. He quits or resigns.
- B. He retires or is rendered unable to perform his assigned job duties due to illness, injury, disability, or handicap pursuant to a determination by the Public Employee Retirement System of Ohio;
- C. He is discharged for just cause;
- D. He fails to notify the city of his intention to return to work within five (5) calendar days after receipt of a notice of recall;
- E. He fails to return to work within ten (10) working days after receipt of a notice of recall, unless a later date for returning to work is otherwise specified in the notice, or mutually agreed to by the City and the employee; and unless there are extenuating circumstances;
- F. He is absent for three (3) consecutive work days without giving the City notice of such absence;
- G. He is on layoff in excess of two (2) years.

Section 19.5. A termination of employment lasting less than six (6) consecutive months shall not constitute a break in continuous service if the employee is reemployed by the City, and the employee's seniority accrued prior to his termination shall be reinstated. However, the employee shall accrue no seniority during the period of such termination.

ARTICLE 20
POSTING AND BIDDING

Section 20.1. When a vacancy occurs, the City shall first determine whether the vacancy will be filled on a permanent basis, and the City shall notify the Union, in writing, of its decision not later than sixty (60) calendar days following the date on which the vacancy occurs. When the position is to be filled on a permanent basis, or a new position is created, notice of the vacancy shall be posted on the Union bulletin board for five (5) work days. An employee may bid on the position by filling out the proper form provided and return it to his department head or to the Administrator. The job shall be awarded to the employee with the most seniority who has bid on the job and has the qualifications. If no employee has the qualifications for the job, the City may hire from an outside source. The posting shall include the title of the job, a description of the job, the rate or range of pay for the job, the location of the job, and the name of the last person holding the job.

Section 20.2. The Union shall receive a copy of every posting the same day it is posted, and the Union shall also be notified when the job has been filled and by whom, and the reasons in writing. All bidders shall be notified of the successful bidder.

Section 20.3. The City may abolish a vacant position, providing the Union is notified in writing. Upon request of the Union, the City shall meet with the Union to discuss the reasons for the job abolishment.

Section 20.4. Full time positions will be filled with full time people, and no Civil Service testing shall be required for bidding.

Section 20.5. The City shall, in compliance with Section 1 above, fill the position temporarily during the sixty (60) day period provided for in said Section 1 by assigning the most senior qualified employee interested in the temporary position. If no qualified employee expresses interest in temporarily filling the vacancy, the City may assign the least senior qualified employee to temporarily fill the vacancy.

ARTICLE 21
LAYOFF AND RECALL

Section 21.1. When the Employer determines that a layoff or job abolishment is necessary, emergency, temporary and seasonal employees performing bargaining unit work shall be laid off before any employees in the bargaining unit. Bargaining unit employees shall be laid off next within the department or classification affected and by seniority. An employee who is laid off or whose job is abolished shall have the right to displace another employee in the unit with less seniority provided he has the qualifications of the position. Any employee who is displaced due to this procedure shall also have the same rights to displace other employees based on seniority, provided he has the qualifications of the position. This process shall repeat itself until the

161662.doc/cak

employees having the least amount of seniority in the bargaining unit have been displaced by employees with greater seniority who have the qualifications of the position. Any employee whose position has been identified for abolishment or who has been displaced by a more senior employee shall have the right to accept a layoff, without the Employer challenging the Unemployment Compensation claim, rather than to displace another employee.

In the event an employee is laid off, he shall, upon request, receive payment for earned but unused vacation and unpaid overtime. In the event of recall, those employees who have received vacation pay will be entitled to take their scheduled vacation without pay. The City agrees to give the Union President and employees identified for layoff a written notice of layoff fourteen (14) days in advance. Upon the request of the Union, the City shall meet with the Union to discuss the reasons for and the impact of the layoff on bargaining unit employees.

Section 21.2. Employees laid off or displaced will be placed on a recall list by seniority for a period of two (2) years. Employees will remain on this list until they are returned to the classification they occupied in their department prior to the layoff or the expiration of two (2) years from the date of layoff, whichever occurs first. As jobs again become available, permanent employees will be recalled by seniority to fill the vacancies in the same, lower, or higher salary group, providing the employee has the qualifications to perform the job. The City will not hire from an outside source until all employees on the recall list are back to work or unless there are no employees on the recall list who accept the job opening, or there are none who are qualified to perform the available work. All recalled employees shall be notified by certified mail with return receipt to the address of record. It is the responsibility of employees to provide their latest change of address to the City.

ARTICLE 22 CLOTHING ALLOWANCE

Section 22.1. The Employer shall determine the appropriate uniforms for employees in the Street Department and Building and Grounds Department. Employees shall be in proper uniform while on duty and uniforms will be worn only when employees are performing work for the City. Uniform items shall be replaced on an as needed basis. Any articles lost or damaged through negligence of the employee shall be replaced at the employee's expense.

Each uniform set will consist of the following: five pairs of pants, four winter shirts, four summer shirts, five T-shirts, one winter hat, one summer hat, one winter jacket, one summer jacket.

The Employer agrees to reimburse an employee for fifty percent (50%) of a set of CARHART coveralls, on an as needed basis as determined by the Employer. The employee will provide an accurate receipt in order to receive the reimbursement.

Section 22.2. The City shall also provide each employee with the equipment necessary to do the job, such as weather-related clothing, boots and gloves.

Section 22.3. The City shall provide safety glasses for appropriate employees.

Section 22.4. The City also agrees to provide an annual reimbursement for the purchase of safety shoes for each Street Department and Building and Grounds Department employee in the amount of one hundred ~~seventy-five~~ ~~fifty~~ dollars (\$175.00) (~~\$150.00~~) upon presentation of the original receipt to the Public Service Director.

ARTICLE 23 REPLACEMENT OF PERSONAL ITEMS

Section 23.1. If an employee's eyeglasses, contact lens, dentures, hearing aid, or artificial limb is damaged or lost as a result of the employee performing his assigned job duties, the City shall replace such damaged or lost items at its own cost or the City shall pay all costs incurred to repair any such item.

Section 23.2. Any such damaged item specified in Section 1 above, which is damaged as a result of the employee's work-related activity, shall be repaired rather than replaced if by repair the item can be restored to its prior condition and usefulness unless such repair would cost more than replacement of the item.

Section 23.3. The City shall not be responsible for damage and/or loss of contact lens that results from the natural dislodgement thereof or which is unrelated to any trauma or physical contact or incident that directly results from work related activity.

Section 23.4. If any such damaged item specified in Section 1 above is not capable of being restored to its prior condition and usefulness by repair thereof, the City shall replace such item with an item of comparable kind, quality, and replacement cost.

Section 23.5. The employee shall notify his supervisor as soon as possible, but no later than at the end of his work shift, that such damage or loss has occurred, unless extenuating circumstances prevent notification.

Section 23.6. Within seventy-two (72) hours after such damage or loss occurs, the employee shall submit to the City a written statement attesting to the circumstances that caused the damage or loss, unless extenuating circumstances prevent such.

Section 23.7. The employee shall provide the City with receipts or bills substantiating such replacement or repair.

Section 23.8. The City shall not be responsible for the replacement or repair of any item specified in Section 1 above that is damaged or lost as a result of the employee's carelessness, negligence, or failure to observe and abide by the City's Safety and Work Rules.

Section 23.9. The City shall not be required to pay such replacement or repair costs if the item which is so damaged or lost is covered by insurance. However, if insurance does not cover the total cost of the repair or replacement, the City shall pay the difference.

ARTICLE 24 SANITARY FACILITIES

Section 24.1. The City will provide two (2) clothing lockers, a clothing change area, a lunchroom area, and a wash-up area for Street Maintenance personnel.

Section 24.2. The employees will police and keep clean those areas assigned for the above purposes.

ARTICLE 25 CORRECTIVE ACTION

Section 25.1. An employee may be disciplined for incompetency, inefficiency, neglect of duty, absence without leave, drunkenness on the job, immoral conduct, dishonesty, thievery, being under the influence of alcoholic beverages, use of illegal drugs or narcotics, the selling, or offering for sale, of illegal drugs or narcotics, physical violence, gross insubordination, discourteous treatment of the public, violation of law, any other failure of good behavior including insubordination, or any other acts of misfeasance, malfeasance, or nonfeasance in office. However, whether for acts committed on or off the job, employees may only be disciplined for just cause.

Section 25.2. In cases involving the discipline of an employee, the City shall follow the principle of progressive and corrective disciplinary action and disciplinary steps shall be as indicated below for a repeated offense. However, the following disciplinary steps shall not be skipped except for a serious infraction, but the City, in the exercise of its discretion, may repeat a disciplinary step or impose a lesser disciplinary action provided in a lower disciplinary step depending upon the nature and degree of the infraction.

- Step 1. Verbal warning;
- Step 2. Written reprimand;
- Step 3. One to five working days suspension, without pay;

Step 4. Five to twenty working days suspension, without pay;

Step 5. Discharge.

Section 25.3. An employee may be suspended with pay pending an investigation if the employee is charged with a serious infraction. A hearing must be held as soon as practicable upon completion of the investigation.

Section 25.4. Offenses will be cleared in the following manner:

1. Any verbal warning or written reprimand shall no longer have force and effect after twelve (12) months from the date of the last repetitious behavior of the same or similar conduct.
2. Any suspension shall no longer have force and effect after a period of eighteen (18) months from the date of the last repetitious behavior of the same or similar conduct.

Section 25.5. When an employee is to be disciplined, the charges will be put in writing and presented to the employee in the presence of a steward and a copy will be given to the Union steward. In no case, shall an employee be suspended or discharged without first having been presented the written charges and then having a hearing before his immediate supervisor or the City Administrator, except as provided above. A predisiplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Written notice of such hearing may be mailed or personally delivered to the employee. Such notice shall specify the time, date and place of the hearing, and the notice shall also advise the employee of his right to be represented at the hearing by a steward and/or staff representative of his choice. The employee and/or the union representative shall have the right to question witnesses at the predisiplinary hearing.

Section 25.6. All charges must be presented to the employee and the Union in writing within fifteen (15) work days of the City's knowledge of the occurrence of the offense exercising reasonable diligence. In exceptional circumstances where information cannot be obtained in the fifteen (15) work day period due to circumstances beyond the control of the Employer, the Employer shall, within the time limit set forth above, present notice to the affected employee and the Union that an investigation is underway and that charges will be presented as soon as possible. Disciplinary charges shall be specific, concise and shall list the offense(s). All disciplinary actions shall comply with the above procedures to be considered. Hearings under this procedure shall be held as soon as practicable.

Section 25.7. Disciplinary action of suspensions and discharge are appealable to the arbitration level of the grievance procedure. Warnings and reprimands may be appealed to Step 1 and then Step 2 (City Administrator) of the grievance procedure, but not arbitration.

ARTICLE 26
HOLIDAYS

Section 26.1. The following days shall be considered holidays with pay for all full-time employees provided that the employee works or is in active pay status on the regularly scheduled working day immediately preceding and immediately following such holiday:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving Day
Memorial Day	(in lieu of Veteran's Day)
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
President's Day	New Year's Eve Day
Columbus Day	Two (2) Personal Days each calendar year to be used at times mutually agreed by the employee and his supervisor

Section 26.2. Whenever a holiday falls on Saturday, all employees who are entitled to this day off will celebrate that holiday on the preceding Friday. Whenever a holiday falls on Sunday all employees who are entitled to this day off will celebrate that holiday on the following Monday.

Section 26.3. A part-time employee shall receive his usual regular straight time hourly rate of pay for the hours he would normally work on the above holidays, provided such holidays are observed on a day when he would have been scheduled to work.

Section 26.4. An employee's regular work schedule shall not be changed for the purpose of avoiding holiday pay.

ARTICLE 27
VACATION

Section 27.1. Full-time employees are entitled to vacation with pay after one (1) year of service with the City. The amount of vacation to which an employee is entitled is based upon length of continuous service as follows:

<u>LENGTH OF SERVICE</u>	<u>WEEKS OF VACATION</u>
Less than 1 year	0
1 year, but less than 6 years	2
6 years, but less than 12 years	3
12 years, but less than 18 years	4
18 years but less than 25 30 years	5
30 25 years or more	6

Employees with 25 years of service on or before January 1, 2012 shall continue to receive 6 weeks of vacation and shall accrue vacation at the rate of .1154 hours on the scale below.

Vacation leave shall be paid at the employee's regular rate of pay.

Section 27.2. Upon completion of one (1) year of service, an employee shall be entitled to two weeks of vacation. Such vacation shall normally be taken by December 31st of the same year. Effective the following January 1st, the employee shall be entitled to two (2) additional weeks of vacation to be used by the following December 31st. In this manner, employees shall be entitled to additional vacation each January 1st at the full amount provided in Section 1 above, and based on the length of service that will be attained during that calendar year.

All full-time hourly employees shall accrue hours of vacation leave, on up to forty (40) hours a week, for each hour in active pay status according to the following table:

<u>Length of Service</u>	<u>Hourly Accrual</u>
<u>Less than 5 years</u>	<u>.0385 hours</u>
<u>5 years, but less than 11 years</u>	<u>.0577 hours</u>
<u>11 years, but less than 17 years</u>	<u>.0769 hours</u>
<u>17 years but less than 29</u>	<u>.0962 hours</u>
<u>29 years or more</u>	<u>.1154 hours</u>

Section 27.3. Vacations shall be scheduled in accordance with the workload requirements of the City's individual work units. Employees shall be entitled to schedule vacation with preference for scheduling purposes being determined by seniority in the following manner. An employee shall be entitled to his choice of vacation for up to two (2) weeks of vacation when scheduled by March 15th and shall take it as scheduled. An employee shall be entitled to his or her choice of vacation for the remainder of his or her vacation when scheduled by April 30th. In addition, an employee may retain vacation he may schedule after April 30th. Vacations shall be scheduled at least two (2) weeks in advance of the time taken unless otherwise mutually agreed between the supervisor and the employee. Vacations shall be scheduled in increments of no less than one full work day unless otherwise agreed between the supervisor and the employee. Clerical employees may be granted vacation time in increments of no less than one-half hour if mutually agreed between the supervisor and the employee.

Section 27.4. Vacation leave may shall be taken by an employee as it accrues and during the year following the year of accrual. between January 1st and December 31st of each year. The Employer may permit an employee the opportunity to carry-over not more than one (1) week two (2) weeks of vacation to an additional the next year. This carry-over is based upon inability to have scheduled the vacation during the year of accrual and the ensuing year and must be approved in advance pursuant to a written request by the employee.

Section 27.5. If an employee, while on vacation, contracts an illness or suffers an injury, or experiences a death in his immediate family, which would warrant paid leave had the employee been at work, the employee shall be allowed, upon showing proper evidence, to charge such absence to appropriate paid leave. Proper evidence shall be deemed to mean a doctor's certificate in the case of illness or injury, or an official obituary notice in the case of death.

Section 27.6. Prior to going on vacation, an employee may apply for the total amount of vacation pay corresponding to the amount of vacation leave the employee is taking at that time, and he shall receive such vacation pay upon the last pay period prior to going on vacation, provided that he has given notice to the City of his request for such advance payment at least two (2) weeks prior to going on vacation.

Section 27.7. An employee must be in active pay status at least one hundred twenty (120) days each calendar year to receive full vacation the following year. If an employee does not meet this requirement, vacation shall be prorated.

ARTICLE 28 SICK LEAVE

Section 28.1. Crediting of Sick Leave

Employees shall earn sick leave at the rate of 2.3 hours for each forty (40) hours of service in active pay status with the City. Therefore, sick leave will be calculated at the rate of .0575 hours for each hour the employee is in active pay status.

Section 28.2. No Sick Leave Earned for Overtime Work

No employee, whether full time or otherwise, shall earn sick leave for overtime work or for any work performed outside of his regular work shift.

Section 28.3. Charging of Sick Leave

Non-emergency sick leave shall be charged in minimum units of one (1) hour and shall be scheduled consistently with the anticipated work load requirements of the City's individual work units. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 28.4. Evidence Required for Sick Leave Usage

An employee shall furnish a standard written statement to justify the use of sick leave, or in accordance with Section 6, a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor. Failure to comply with sick leave requirements or falsification of either a

written, signed statement or a physician's certificate shall be grounds for disciplinary action under this Agreement.

Section 28.5. Notification by Employee

When an employee is sick, he shall call the City dispatcher no later than the start of the work shift, unless, due to an emergency, such call could not be made. However, sick leave is not authorized or approved for payment until the employee has submitted a written request for sick leave and had it approved by the department head. When an employee is on an extended leave, the employee will only call on the first day of the leave and give an approximate date of return to work.

Section 28.6. Physician Statement

~~An employee using excessive amounts of sick leave or with an illness or disability exceeding two (2) consecutive workdays may be required to furnish a statement from his physician before returning to work, notifying the City that the employee was unable to perform his duties during the period of absence and is able to return to work. Where sick leave is required to care for a member of the immediate family, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, if the immediate family member's illness or disability exceeds two (2) consecutive work days.~~

Evidence Required For Sick Leave Usage. The employee shall be required to furnish a satisfactory written signed statement to justify the use of sick leave. Authorization for any absence and the approval of any pay for sick leave is dependent on the timely submission of the written sick leave request to the employee's supervisor. A written sick leave request may be denied by the Employer based upon any investigation which discloses facts inconsistent with the proper use of sick leave.

The employee may be required to furnish a certificate from a physician to support any absence due to illness or injury if the Employer has cause to suspect that the absence may be unwarranted. If an employee takes sick leave without certification of inability to work by a duly licensed physician or medical authority and such leave exceeds six (6) days or forty-eight (48) hours within a payroll year, the employee shall be granted sick leave for any additional hours off during that payroll year only upon certification of inability to work by a licensed physician or medical authority.

During prolonged periods of illness or injury, the employee may be required to submit a physician's statement at intervals of at least thirty (30) days to justify payment of sick leave.

At the conclusion of illness or injury, the employee shall submit a physician's certificate stating the nature of the medical condition, the specified dates the employee was under the physician's care, and a statement that the employee is physically able to return to work under the current conditions of employment of the employee's job.

Falsification of either the sick leave request or a physician's certificate or using sick leave for purposes other than that for which it is requested shall be grounds for disciplinary action up to and including discharge. Nothing in this article will be construed to mean that paid sick leave will automatically be granted to an employee requesting it. It is within the discretion of the Employer to approve or disapprove sick leave requests.

Section 28.7. Physician Examination

In the event an employee has demonstrated that he is unable to perform his required duties satisfactorily or has used sick leave in an excessive manner, the City may require the employee to take an examination, conducted by a mutually agreed upon licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or be granted a disability separation. The cost of such examination shall be paid by the City. Before requiring such examination, the City shall furnish the employee with a written statement indicating the City's reasons for believing that such examination is necessary. The City may also require such examination if an employee has been unable to work for ten (10) or more consecutive work days as a result of injury, or physical or mental illness.

Section 28.8. Uses of Sick Leave

Sick leave may be granted to any employee upon approval of the City for the following reasons. Sick leave will only be approved for the actual number of hours required; i.e., an employee will not be granted an entire workday for a routine medical or dental examination.

1. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required.
2. Death of a member of his immediate family (sick leave usage limited to a maximum of two (2) working days).
3. Medical, psychological, dental or optical examination or treatment of the employee or a member of his immediate family, which requires the attendance of the employee, and which cannot be scheduled during non-working hours.

4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
5. Pregnancy and/or childbirth and other conditions related thereto.

Section 28.9. A female employee shall be granted Family and Medical Leave (FMLA) for purposes of childbirth. The employee shall be entitled to use as much of her accumulated sick leave, per Article 28; earned vacation leave, per Article 27; and unpaid leave of absence, per Article 29, or any combination thereof to provide for the necessary time off. The employee shall provide written notification to the Employer as required in advance of such leave.

In the event an employee has exhausted her sick leave for pregnancy/childbirth and is granted an unpaid medical leave of absence, her hospitalization, surgical insurance, prescription insurance, life insurance but not dental coverage shall be continued in force for up to one (1) year. A doctor's statement verifying the need and duration of such leave may be required by the City not more frequently than sixty (60) day intervals.

The employee shall be returned to her former position or a comparable position upon being released by a physician to return to work provided the employee returns to work within one (1) year of the beginning of her unpaid medical leave of absence.

A male employee shall have the option of utilizing up to thirty (30) days of his accrued sick leave for the purpose of assisting his family during his wife's pregnancy, delivery or post-delivery medical problems.

Section 28.10. Definition of Immediate Family

The definition of immediate family for the purpose of Section 8 (2) shall be: grandparent, brother, sister, father, mother, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, step-parents, or other close relative living in the same household. The definition of immediate family for the purposes of Section 8 (1), (3), (4), and (5) shall be defined as above when such individual lives with the employee or when it appears justified.

Section 28.11. Falsification of Sick Leave Applications

Employees failing to comply with sick leave provisions contained herein shall not be paid, and any employee found to have falsified a sick leave application shall be subject to discipline, up to termination.

Section 28.12. Payment of Unused Sick Leave upon Retirement

In accordance with this Article, payment of accrued, but unused, sick leave will be made to each employee upon disability or service retirement under the Public Employees Retirement System from active service with the City. Such payment shall be based on the employee's rate of pay at

161662.doc/cak

the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee, and the amount of such payment shall be limited to fifty percent (50%) of the employee's accrued, but unused, sick leave up to a maximum of ninety (90) days.

* * *

~~Section 28.13. Bargaining unit employees shall earn sick leave bonus pay for each calendar year worked in which sick leave usage is limited in accordance with the following formula:~~

<u>Sick Leave Hours Used</u>	<u>Sick Leave Bonus</u>
0-8	Three (3) days off or \$350.00
9-16	Two (2) days off or \$250.00
17-24	One (1) day off or \$150.00
25 or more	Nothing

~~The employees shall have sole discretion to elect on or before December 1 of each year between receiving the bonus as pay or time off. Sick leave bonus shall be paid by separate check in January each year based on each employee's sick leave usage during the previous calendar year.~~

ARTICLE 29 UNPAID LEAVE OF ABSENCE

Section 29.1. Short Duration

An employee who has exhausted all available forms of paid leave may request, in writing, an unpaid leave of absence of up to ten (10) working days.

This leave may be granted upon the approval of the City in accordance with the rules established herein. An approved leave of absence is required anytime the employee is absent for more than one (1) work day.

Any request for an approved absence for a period of five (5) days or less may be granted by the employee's supervisor without the necessity of preparing formal leave papers. A request for a leave of absence of more than five (5) days shall be in writing in triplicate, shall be signed by the employee, shall state the reason for said leave, and shall be subject to the approval of the City Administrator.

Where qualifying, such leave may be deducted from the employee's "Family and Medical Leave Act" (FMLA) balance.

Section 29.2. Upon written application to, and written approval by, the Mayor, a leave of absence without pay may be granted for up to one year without loss of position by the employee. When an employee returns from an approved leave of absence, the employee shall return to the position in the service from which the leave was granted or a comparable position. No employee shall be entitled to both this leave and leave under Section 29.5 for a continuous period of absence from work. (Absence from work shall be considered continuous if not interrupted by a period of not less than ninety (90) working days following the completion of either said leave of absence,)

Section 29.3. An employee on an approved leave of absence shall continue to accumulate seniority during the period of the employee's absence. An employee on an approved leave of absence of thirty (30) calendar days in any calendar year or less shall have hospitalization, surgical insurance, dental insurance, life insurance, and prescription insurance continued in force by the City. An employee on an approved leave of absence for more than thirty (30) calendar days in any calendar year shall not receive fringe benefits during the period of such leave; however, the employee may arrange to prepay through the office of the Finance Director the premiums necessary to continue the employee's hospitalization, surgical insurance, dental insurance, life insurance, and prescription insurance during the period of time the employee is on leave.

Section 29.4. No employee shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the employee is found to be employed by another employer or to be self-employed while on leave, the employee shall be given the opportunity to resign from service with the City. If the employee fails or refuses to resign, then the employee will be discharged.

Section 29.5. Personal Medical Leave

In the event an employee has exhausted his sick leave, he shall be entitled to an unpaid medical leave of absence for up to one (1) year, unless extended by mutual agreement. A doctor's statement verifying the need and approximate duration of such leave may be required by the City at sixty (60) day intervals. During the authorized medical leave of absence, the employee's hospitalization, surgical insurance, prescription insurance, life insurance but not dental coverage, shall be continued in force by the City. No employee shall be entitled to both this leave and leave under Section 29.2 for a continuous period of absence from work. (Absence from work shall be considered continuous if not interrupted by a period of not less than ninety (90) working days following the completion of either said leave of absence.)

Where qualifying, such leave may be deducted from the employee's "Family and Medical Leave Act" (FMLA) balance.

Section 29.6. Family and Medical Leave Act of 1993*

Pursuant to the Family and Medical Leave Act of 1993, as amended ("FMLA"), FMLA leave may be granted to an "eligible" employee who has been employed for at least twelve (12)

161662.doc/cak

months by the City and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any rolling twelve (12) month period for the following reasons:

1. Because of the birth of a child and to care for a newborn child or placement for adoption or foster care of a child;
2. In order to care for the spouse, child, parent, or one who stood in place of a parent of the employee, if such person has a serious health condition;
3. Because of a "serious health condition" that makes the employee unable to perform the functions of the employee's job;
4. Because of any qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; and
5. To care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent or "next of kin" of the service member.

If the employee qualifies under reason No. 5 above, the employee may be granted up to a total of twenty-six (26) weeks leave during any rolling twelve (12) month period.

If the leave is foreseeable, the employee must provide the employer with thirty (30) days advance notice of the leave or, if thirty (30) days notice is not practicable, as much advance notice as is practicable. The employee must provide the employer with an appropriate certification of the need for leave. The employer may obtain, at employer expense, a second opinion on the validity of the certification. If the opinions of the employee's and the employer's designated health care providers differ, the employer may require the employee to obtain certification from a third health care provider, again at the employer's expense.

An employee seeking FMLA leave must first use paid sick time, if applicable, then vacation and personal days before going on unpaid leave. The total amount of family leave paid and unpaid leave will not exceed a total of twelve (12) weeks or, in the case of leave to care for the serious health condition of a covered service member, twenty-six (26) weeks.

In a case in which a husband and wife are entitled to family leave and both are employed by the employer and the leave is for the birth of a child, care of a newborn child or placement of a child for adoption or foster care, the husband and

wife may be limited to an combined total of twelve (12) weeks leave during any twelve (12) month period.

An employee shall pay his or her share of all applicable health insurance costs during the period of FMLA leave. However, the employer may only terminate health insurance coverage in accordance with the provisions of 29 CFR Section 825.212. The employer may recover any payments that it makes to cover the employee's share of health insurance benefits from the employee upon return from leave or upon the end of leave.

All employees returning from leave shall provide a fitness for duty certification prior to the end of leave.

It is intended that this Article comply with the Family and Medical Leave Act of 1993, as amended, and that the employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement or as may be required by law.

*This statement is a summary only. All leave conditions are controlled by 29 CFR Part 825 which is incorporated herein by reference.

ARTICLE 30 COURT LEAVE

Section 30.1. An employee who is required to report for jury service by any court of record shall be paid his regular rate of pay during the period of his jury service. However, no employee shall receive any pay from the City while on jury service on any day or for any hours when the employee is not scheduled to work, except those holidays listed in Article 27 of this Agreement.

Section 30.2. An employee required to report for jury service shall only receive his regular rate of pay from the City upon providing the City with a certificate from the Clerk of Courts or other satisfactory evidence substantiating the employee's required jury service.

Section 30.3. An employee subpoenaed as a witness in behalf of the City, or any law-enforcement agency, shall be paid his regular rate of pay as provided in Sections 1 and 2 of this Article.

Section 30.4. An employee discharged from jury service or released from attendance as a witness prior to twelve o'clock noon shall report to his assigned job.

Section 30.5. All monies received by an employee in connection with required jury service or attendance as a witness shall be paid over to the City by the employee, except those monies required to compensate the employee for expenses actually incurred or paid by the employee as a

direct consequence of his jury service or attendance as a witness. Whenever possible, the employee shall provide the City with receipts or other substantiation of such expenses.

ARTICLE 31 FUNERAL LEAVE

Section 31.1. In the event of death in the immediate family, a bargaining unit employee will be granted a three (3) day leave of absence, with pay. For such purpose, the immediate family shall be considered to be a father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, grandparent, step-parent, step-child, or other close relative living in the same household.

One (1) day absence, with pay, shall be allowed any such employee attending the funeral of a domestic partner or of an aunt, uncle, sister-in-law, brother-in-law, niece or nephew who is not living in the same household. If possible, notification of circumstances permitting a leave of absence under the provisions of this section shall be given to the department head or the City Administrator prior to absence from duty. Such department head or the City Administrator may require proof of the facts and circumstances claimed to entitle an employee to such leave of absence.

Section 31.2. Upon approval of the Employer employees may use up to two (2) days of sick leave to supplement funeral leave or use personal days or vacation leave for that purpose in accordance with the workload requirements.

ARTICLE 32 MILITARY LEAVE

Section 32.1. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, the reserve components of the Armed Forces of the United States, or the Federal Emergency Management Agency, shall be entitled to a military leave of absence from their duties, without loss of pay, for such time as they are in the military services on field training or active duty for a period not to exceed thirty-one (31) days in any calendar year. The maximum number of hours for which payment will be made in any one (1) calendar year is 176 hours. The employee shall remit to the Employer of all compensation, allowances, and reimbursements paid to him by any third party in connection with such temporary military service. Contractual benefits and seniority accrual will continue while an employee is on annual temporary active status.

Section 32.2. The Employer shall grant a leave of absence, without pay or contractual benefits, to an employee who enters active military service and subsequent re-employment rights in accordance with applicable federal law. An employee on military leave shall accrue seniority as if the employee had continued to work for the Employer during such military leave. Vacancies created by military leaves may be filled on a temporary basis by the Employer.

ARTICLE 33
UNION LEAVE

Section 33.1. Local 755 will be allowed a total of six (6) Union leave days (forty-eight (48) hours work), without pay, during each calendar year. Such Union Leave shall only be used for the following AFSCME events:

AFSCME Ohio Educational Conference
AFSCME Ohio Council 8 Convention
AFSCME International Convention
AFSCME Ohio Legislative Political Action Conference
AFL-CIO Convention

Section 33.2. The Union shall notify the City at least two (2) weeks in advance of the use of Union Leave.

Section 33.3. No more than one (1) employee within a department, division, or classification shall be on Union leave at any given time.

Section 33.4. With approval of the employee's department head, an employee on Union Leave may receive pay during such leave by charging his absence, or a part thereof, against his earned, but unused, vacation leave, compensatory time, or as a personal day.

Section 33.5. An employee within the bargaining unit who desires to work for the Union shall be granted a leave of absence without pay or benefits. The employees seniority shall continue to accrue during said leave of absence. When and if the employee elects to return to the City of Northwood, he/she shall be reinstated and shall be placed in any vacancy in his/her former classification and position or to such other vacant position for which he/she is qualified and shall commence receiving benefits at the same level as had the employee never left the employment of the City.

ARTICLE 34
INJURY LEAVE

Section 34.1. In the event a bargaining unit employee is injured while performing his official duties and as a result of such injury is thereafter unable to perform his usual job duties, the employee will receive injury leave with regular pay, not including overtime and other premiums, for a period up to thirty (30) consecutive calendar days from the date of such injury. In order to be eligible for such injury leave, the employee shall submit a report of injury form to the Employer within 24 hours of the injury or if unable to submit such report, the supervisor shall submit the report. Injury leave pay is not authorized or approved for payment until the employee has submitted a written request for injury leave, a report of injury and had it approved by the Employer. At the discretion of the employer, the employee may be assigned light duty work in lieu of injury leave or worker's compensation if the employee is medically deemed capable of performing the assignment by the treating physician.

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Section 34.2. During the period of injury leave, the employee shall assign by appropriate waiver from those weekly compensation benefits received from Worker's Compensation. If the employee is deemed ineligible for Worker's Compensation benefits, he shall be deemed ineligible for any injury leave and any injury leave benefits already paid may be deducted from his accrued sick leave or vacation leave balances. If the employee has no such balances, any injury leave benefits already paid will be deducted from the employee's earnings after he/she returns to duty and has worked for a period of time equal to the duration of the injury leave.

Section 34.3. Additional injury leave may be granted by the Employer in thirty (30) consecutive calendar day increments for a total injury leave of 150 consecutive calendar days.

Section 34.4. If the employee returns to work prior to expiration of the original thirty (30) day injury leave, as set forth in Section 1 above, and then is disabled at a later date due to the same injury, the employee may use the unused portion of the injury leave arising per Section 1, including extensions pursuant to Section 3 of this Article, provided the employee is eligible for Worker's Compensation for the time period. Follow-up visits to the treating physician will be charged to sick leave, not injury leave.

Section 34.5. The employee shall file all required documents necessary to the processing of his injury pay and provide the Employer with all requested medical information related to the injury leave.

The employee may be required to submit to a physical examination by a physician of the Employer's choice at the City's expense for the purpose of establishing the validity of the employee's claim for injury leave. The employee may request that he be examined by a third physician whose selection shall be mutually agreed upon by the employee's physician and the City-selected physician. The cost of such third physician shall be shared equally by the employee and the City, and the results of such examination by the third physician shall determine the continuation of injury leave pending determination by Worker's Compensation. If the employee is found to have been in violation of any department rule or is determined to have been negligent resulting in the injury, he shall be denied injury leave.

Section 34.6. Where qualifying, injury leave and/or Workers' Compensation leave may be deducted from the employee's "Family and Medical Leave Act" (FMLA) balance.

ARTICLE 35 BULLETIN BOARD

Section 35.1. The City shall continue to provide the existing bulletin board for the exclusive use of the Union. The bulletin board shall be placed in a conspicuous location agreed on by the City and the Union.

Section 35.2. Only Union Officers or Stewards shall have authority to post material on the Union bulletin board.

Section 35.3. No material may be posted on the Union bulletin board which contains:

- A. Personal attacks upon a City employee;
- B. Scandalous, scurrilous or derogatory remarks or attacks about or upon the City;
- C. Comments regarding any candidate for public office or any incumbent public official;
- D. Derogatory comments upon any issue or matter pending before or requiring action by the City Council or any agency or department of the City.

Section 35.4. No Union related material may be posted other than on the Union bulletin board.

Section 35.5. If the Union violates Section 3 above, the City Administrator shall contact a Union steward to remove the objectionable material. If the Steward refuses, the Administrator may remove the objectionable material.

ARTICLE 36 VISITS BY UNION REPRESENTATIVES

Section 36.1. The Employer shall grant reasonable access to non-employee representatives of the Union for the purpose of processing grievances, attending labor-management meetings, attending Safety Committee meetings, and attending disciplinary hearings and to investigate current working conditions and compliance with the terms herein. Visitation for such purpose may be made with notice to the City Administrator by the close of business on the preceding day when possible, or as otherwise agreed. The Union agrees that no representatives of the Union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees except to the extent authorized by the City Administrator.

Section 36.2. International Union or Council representatives will be recognized by the City as Union representatives in accordance with this Agreement upon receipt of notification identifying them by an Ohio Council 8 AFSCME representative.

Section 36.3. Employees will not suffer any loss of compensation for meeting with such officers or representatives for purposes related to collective bargaining and contract administration.

ARTICLE 37 STEWARDS AND OFFICERS

Section 37.1. The Union shall provide to the City a list of all Officers and Stewards employed by the City.

In addition, the Union shall provide notification designating the Local President and Secretary/Treasurer if not employed by the City. The Union will also provide addresses and home telephone numbers, if listed, work phone number, and each Steward's designated area of representation.

Section 37.2. Stewards and Officers will be recognized by the City upon receipt of written notification from the Union so identifying them. The Union will notify the City in writing of any changes of Officers and Stewards.

Section 37.3. The Union shall be entitled to two (2) Stewards: one (1) for clerical employees, and one (1) for maintenance employees.

Section 37.4. Union Stewards shall investigate and process grievances, prepare for and represent members at disciplinary hearings and participate in Labor-Management meetings during working hours with no loss of pay.

Section 37.5. Prior to using such release time, the Steward shall obtain approval from his immediate supervisor. Such approval shall not be unreasonably denied.

Section 37.6. Approval may be denied only in an emergency or when City business is pressing. If approval is initially denied, the supervisor shall approve use of release time as soon as the emergency ceases or City business will allow.

Section 37.7. Any disapproval of the use of release time that delays the use of such time or the filing of a grievance by one day or more shall automatically extend the deadline for the processing of a grievance by an equal number of days.

ARTICLE 38 GRIEVANCE PROCEDURE

Section 38.1. A grievance is any dispute which may arise involving the application, meaning or interpretation of this Agreement.

Section 38.2. Each grievance shall be numbered and shall be considered to be presented in the order of its number. For the purpose of this Article, the time computation requirements as established in Section 6 shall commence with the presentation of the grievance. All time periods established for action by either party may be extended by mutual consent if agreed upon by the steward and the City Administrator, or his designee, in writing.

Section 38.3. A grievance under this procedure may be brought by the Union or by any bargaining unit employee who believes himself to be aggrieved by a specific violation of this Agreement. Where a grievance is being filed involving an alleged violation which affects a group of bargaining unit employees in the same manner, one employee, selected by the group, or

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the Union, shall process the grievance, and the grievance shall specify all employees allegedly aggrieved.

Section 38.4. Employees in their initial probationary period of employment shall not have access to the Grievance Procedure to appeal disciplinary actions or discharge.

Section 38.5. Grievances must be processed at the proper step in order to be considered at subsequent steps. However, any grievance not answered by the responding party within the prescribed time limits may be advanced by the grievant or the Union to the next step in the grievance Procedure. Failure of the responding party to answer a grievance within the prescribed time limits shall not be considered approval of the grievance or the granting of the relief sought. All time limits provided herein shall be strictly adhered to, and any grievance not filed initially or appealed within the prescribed time limits will be deemed waived and void. Any grievance may be withdrawn at any point by submitting a statement to that effect in writing, or by permitting the time limits to lapse as provided above.

Section 38.6. The parties mutually desire to provide for the prompt adjustments of grievances, with a minimum amount of interruption of the City's operations and services. Every responsible effort shall be made by the parties to effect resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

STEP 1: The Union and/or the grieved employee shall present the grievance in writing to the immediate supervisor within seven (7) work days of the occurrence of the facts giving rise to the grievance or seven (7) work days of the date, in the exercise of reasonable diligence, of the employee's knowledge of the occurrence of the facts giving rise to the grievance. The grievance shall be submitted on the mutually agreed upon grievance form. Grievances submitted beyond the above work day limits shall not be considered. The immediate supervisor shall conduct the grievance meeting and give his written response within seven (7) working days of his receipt of the grievance.

The employee shall have the right to present grievances and have them adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union has the opportunity to be present at the adjustment.

STEP 2: If the grievance is not resolved at Step 1, the employee or the Union may refer the grievance, in writing, to the City Administrator, or his designee, within seven (7) work days after the Step 1 reply. The City Administrator, or his designee, shall have seven (7) work days in which to schedule a meeting with the grieved employee and his appropriate Union representative and a non-employee bargaining agent representative, if the employee so chooses. The City Administrator, or his designee, shall respond to the grievant and appropriate Union representative in writing, within seven (7) work days following the

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meeting. If the grievance is not satisfactorily resolved at Step 2, the Union may choose to submit the grievance to arbitration by giving the City written notice of its intention to do so within ten (10) work days after receipt of the City Administrator's or his designee's, answer, in which case the provisions of Section 7 below shall apply.

Section 38.7. With mutual agreement, grievance mediation may be utilized by the parties after Step 2 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within ten (10) workdays following the Step 2 answer. If the City (Human Resources) and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appeal a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of either of the mediators in the Toledo office of the Federal Mediation and Conciliation Service (FMCS). Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the local union steward, the grievant and a representative of AFSCME Ohio Council 8. The City may be represented by an equal number of representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written material to be used solely for purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

Any advisory opinion of the mediator, if accepted by the parties, shall not constitute precedent, unless the parties otherwise agree. If either party requests, the settlement will be reduced to writing and signed by the parties.

If no settlement is reached at mediation, the parties are agreed to arbitrate. All applicable time limits for appeal a grievance to arbitration contained in this collective bargaining agreement shall commence on the later of the mediation session or the day any advisory opinion is issued.

In the event that a grievance that has been mediated subsequently goes to arbitration, no person serving as a mediator may be referred to at the arbitration.

The parties agree that the mediator may conduct more than one (1) mediation conference in a day.

Any fees or expenses associated with the mediation conference (i.e. room charges) shall be shared equally by the parties.

Section 38.8. The Arbitrator shall be chosen by mutual agreement of the parties. If no agreement is reached, either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) National Academy arbitrators with principal places of business in Ohio and Southeast Michigan. Within ten (10) work days after receipt of such list, the parties shall meet to select the Arbitrator by striking from the list. The party to strike the first name shall be chosen by lot. Either party shall have the option to completely reject the entire list of names provided by the Federal Mediation and Conciliation Service and request another list, but neither party may reject the entire list more than once in regard to a particular grievance. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The Arbitrator shall hold the arbitration hearing promptly and issue his decision within a reasonable time thereafter. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law unless such law is superseded by this Agreement. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision or language of this Agreement. The Arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any other Agreement, grievance or practices.

The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date of the occurrence of the facts giving rise to the grievance. In the event either party raises the question or arbitrability, then the first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the scope of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator at the same hearing, if the Arbitrator considers it feasible. Decisions of the Arbitrator will be final and binding upon the parties and the employee.

All costs involved in obtaining the initial list of arbitrators, shall be borne by the party requesting arbitration. All costs involved in obtaining subsequent lists of arbitrators shall be borne by the party initiating the request for the subsequent list. All costs directly related to the services of the Arbitrator shall be shared equally between the parties. The expenses of any witness shall be borne, if any, by the party calling the witness. Each party shall pay its own expenses incurred with respect to preparation and presentation of this case to the Arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter's recording, or request a copy of any transcripts. Employees called to testify during their regularly scheduled working hours shall suffer no loss in pay during the period of their appearance before the Arbitrator.

The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to the arbitration hearing.

Selection of the Arbitrator and scheduling of the arbitration hearing shall be completed as quickly as possible.

Section 38.9. For the purpose of this Article, "work day" shall be defined as those days upon which the grieved employee was scheduled to perform services for the City. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the grieved employee when he is the moving party, and the business days of the City when it is the responding or moving party.

Section 38.10. All grievances shall contain the following information and must be filed using the grievance form mutually agreed upon by both parties:

1. aggrieved employee's name and signature;
2. aggrieved employee's classification;
3. date grievance was first discussed at Step 1 and name of supervisor with whom the grievance was discussed;
4. date grievance was filed in writing;
5. date and time grievance occurred, if possible;
6. the location where the grievance occurred;
7. signature of the aggrieved employee's Union representative;
8. a description of the incident giving rise to the grievance;
9. specific Articles and Sections of the Agreement allegedly violated;
10. desired remedy to resolve the grievance.

Section 38.11. Grievances arising from the suspension without pay or the discharge of an employee shall be initiated at Step 2 of this Grievance Procedure.

Section 38.12. Each party shall have the right to present its case at each level of this Grievance Procedure, and each party shall have the right to call witnesses at Step 2 hereof.

ARTICLE 39
SUBCONTRACTING

Section 39.1. The city will not subcontract work normally performed by bargaining unit employees, thereby causing bargaining unit employees to be laid off, unless:

- A. Adequate existing equipment and/or other facilities are not available when the work is needed;
- B. The City is required by law to seek competitive bids;
- C. Bargaining unit employees do not have sufficient skills and ability to perform the required work;
- D. There is an insufficient number of bargaining unit employees to do and complete the required work;
- E. In the event of a lack of funds that would create the necessity of a layoff and/or a reduction in services, and the City determines that it is less expensive to contract out the work because the work can be done more economically by an outside source.

Section 39.2. As provided in Subsection E of Section 1 above, the City shall have the right to subcontract work on specific projects when a lack of funds exists, subject to the following conditions:

- A. That the City has verified that a lack of funds exists.
- B. That the City has verified that a subcontractor can perform the work less expensively than bargaining unit employees can.
- C. That the City has notified the Union of its intent to so subcontract not less than thirty (30) calendar days prior to the commencement of such subcontracting and has given the bargaining unit employees, who are qualified to perform the work, an opportunity to decide whether they wish to accept a layoff or to perform the work at a cost to the City not exceeding that which the City would pay the subcontractor.
- D. The City shall not contest the Unemployment Compensation claims of those employees who choose to accept a lay-off under the provisions of this Article.
- E. Those employees who are thus laid off, shall be recalled when the project is completed and sufficient funds are available.

Section 39.3. The following provisions shall apply in the event that bargaining unit employees elect to accept a reduction in pay and to perform the work at a cost not to exceed that which the City would have paid the subcontractor:

- A. Not less than fourteen (14) calendar days prior to the commencement of the subcontracting, the Union shall notify the City that a sufficient number of qualified employees have elected to perform the work at a reduced rate of pay.
- B. In determining whether the bargaining unit employees can perform the work at the same, or a lesser cost than the subcontractor, the parties shall take into account each employee's rate of pay, together with all other cost factors associated with his employment, such as PERS, Worker's Compensation, and Unemployment Compensation premiums, health insurance premiums, and all other fringe benefits.
- C. Employees will be expected to perform such work during their normal, regularly scheduled working hours, and no overtime compensation will be paid to employees assigned to such projects that would have otherwise been awarded to subcontractors.
- D. Upon completion of the project, the wages of those employees assigned to the project shall be restored to those levels provided for elsewhere in this Agreement.
- E. Employees elected to be assigned to such a project in lieu of being laid off shall be paid their usual and applicable hourly rate of pay for all work performed that is not a part of the work project which the City proposed to subcontract.

ARTICLE 40
UNION DUES AND PEOPLE CHECKOFF

Section 40.1. The City agrees to deduct Union membership dues, initiation fees or assessments in accordance with this Article for all employees within the bargaining unit upon successful completion of the first sixty (60) days of their original probationary period.

Section 40.2. The City agrees to deduct regular Union membership dues, initiation fees, or assessments once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction authorization form must be presented to the City by the employee or a Union Representative.

Upon receipt of the proper authorization, the City 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 City.

Section 40.3. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions, suits, or proceedings by any employee arising from deductions made by the City pursuant to this Article.

Section 40.4. All amounts so deducted from employees' wages in accordance with this Article shall be remitted to the Treasurer of the Union no later than ten (10) days following the deduction. Once the funds are remitted to the Treasurer of the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 40.5. The City shall be relieved from making such individual "check-off" deductions upon an employee's: 1) termination of employment; 2) transfer to a job other than one included in the bargaining unit; 3) layoff from work; (4) unpaid leave of absence; or 5) revocation of the payroll deduction authorization in accordance with the terms of this Agreement.

Section 40.6. The City shall not be obligated to deduct dues, initiation fees, or assessments from the wages of any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, initiation fees, or assessments.

Section 40.7. The parties agree that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City in writing within 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 deductions would normally be made by deducting the proper amount.

Section 40.8. The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during the months of November, December or January. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an employee's dues deduction.

Section 40.9. Except as otherwise provided herein, each eligible employee's written and voluntarily signed authorization for dues deduction shall be honored by the City for the duration of this Agreement.

Section 40.10. All bargaining unit employees who are not members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment.

All bargaining unit employees who do not become members in good standing of the Union are required to pay a fair share fee to the Union, as a condition of employment. This condition is effective date of hire or the date this agreement is signed by the parties, whichever is later.

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

The deduction of fair share fees will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council 8.

Payment to the Union of fair share fees deducted will be made according to the same provisions of the Agreement that govern the payment to the Union of the regular dues deductions.

The payment will be accompanied by an alphabetical list of name, social security number, and current address of those employees for whom a deduction was made, and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted.

Section 40.11. The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntary executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union with fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, PO Box 65334, Washington, D.C. 20035-5334. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 41 GROUP INSURANCE

Section 41.1. The Employer will continue to make available to bargaining unit employees a group health insurance plan (hospitalization and medical care) and prescription drug plan equal to the least expensive plan that it maintains for non-union employees of the City. Employee premium cost shall be made through payroll deduction. If the bargaining unit members are required during the term of this Agreement to contribute to the cost of monthly premiums, no member shall be required to pay more than \$115.00 per month for family plans and \$80.00 per month for single plans during the plan year commencing June 1, 2009, \$120.00 per month for family plans and \$85.00 per month for single plans during the plan year commencing June 1, 2010, or \$125.00 for family plans and \$90.00 per month for single plans during the plan year commencing June 1, 2011.

ARTICLE 42
PRINTING AND SUPPLYING OF AGREEMENT

Section 42.1. This Agreement shall be duplicated by the City. Each bargaining unit employee shall be given a copy of the Agreement.

ARTICLE 43
WAGES

Section 43.1. The following top rate of the existing pay matrixes, maintaining the same relative relationship of the lower steps in the pay matrix shall be placed into effect with the first full pay period commencing in April, 2012 ~~2009~~ representing a general wage increase of 1.0% ~~2.5%~~, the first full pay period commencing in April, 2013 ~~2010~~ representing a general wage increase of 1.0% ~~2.5%~~ and the first full pay period commencing in April 2014 ~~2011~~ representing a general wage increase of 1.25% ~~2.5%~~, respectively:

	1 st Full Pay Period Commencing in April <u>2012</u> 2009 <u>1.0%</u> 2.5% increase	1 st Full Pay Period Commencing in April <u>2013</u> 2010 <u>1.0%</u> 2.5% increase	1 st Full Pay Period Commencing in April <u>2014</u> 2011 <u>1.25%</u> 2.5% increase
Tax Administrator	<u>21.78</u> 20.52	<u>22.00</u> 21.03	<u>22.28</u> 21.56
Accounts Payable Coordinator	<u>20.30</u> 19.13	<u>20.50</u> 19.61	<u>20.76</u> 20.10
Payroll Coordinator	<u>20.30</u> 19.13	<u>20.50</u> 19.61	<u>20.76</u> 20.10
Tax Clerk/Compliance Auditor	<u>20.30</u> 19.13	<u>20.50</u> 19.61	<u>20.76</u> 20.10
Maintenance Technician	<u>23.24</u> 21.90	<u>23.47</u> 22.45	<u>23.77</u> 23.01
Street Department Laborer	<u>21.92</u> 20.65	<u>22.14</u> 21.17	<u>22.41</u> 21.70
Buildings and Grounds	<u>23.24</u> 21.90	<u>23.47</u> 22.45	<u>23.77</u> 23.01
Custodian	<u>14.83</u> 13.97	<u>14.98</u> 14.32	<u>15.16</u> 14.68
Street Foreman	<u>23.24</u> 21.90	<u>23.47</u> 22.45	<u>23.77</u> 23.01

Section 43.2. Each full-time employee who has completed a minimum of five (5) years of continuous employment with the Employer shall receive an annual longevity payment as provided below, beginning in calendar year 2001:

Length of Service

Longevity Payment

Five (5) to ten (10) years of service	\$40/year
Eleven (11) to fifteen (15) years of service	\$42/year
Sixteen (16) to twenty (20) years of service	\$45/year
Twenty-one (21) plus years of service	\$50/year/\$1250 max.

The Longevity Pay shall be payable in a lump sum minus taxes and pension deductions during the first pay period in December. Longevity is to be rolled into the base pay as part of the salary compensation.

Longevity Pay shall exclude all overtime hours worked by any employee.

ARTICLE 44 EDUCATIONAL ASSISTANCE

Section 44.1. An employee may request written reimbursement for up to one hundred percent (100%) of the cost to obtain additional training or schooling above and beyond that required by the Employer for the performance of the employee's job duties. The training course must be job-related. If the Employer determines that such additional training is sufficiently beneficial to the City to warrant payment by the Employer, the Employer may authorize tuition reimbursement. Approval must be obtained in advance of starting the training and the employee must present satisfactory evidence to the Employer indicating the amount of tuition paid and proof that the employee has successfully completed the course and obtained a final passing grade of C or equivalent. The provisions of this Article will be applied as uniformly as possible by the Employer.

The total per employee tuition reimbursement shall not exceed \$500 per calendar year.

ARTICLE 45 COMMERCIAL DRIVER'S LICENSE

Section 45.1. It is the employee's responsibility to notify the Employer immediately if his CDL license is suspended, revoked, or canceled, or if he is disqualified from driving. An employee who has his CDL suspended, canceled or revoked shall be subject to disciplinary action.

Section 45.2. An employee who receives his first 24 hour "out-of service" order or who loses his CDL for more than twenty four hours due to suspension or revocation for the first offense shall upon written request to the Employer be granted a technical layoff without pay pending reinstatement of his license for a period of the suspension or revocation, but in no case for more than sixty (60) calendar days. Management may, at its sole discretion, grant an extension of the technical layoff for a period not to exceed a total duration of one (1) year including the original sixty (60) calendar days; management decisions not to grant such extensions shall not be grievable and the granting of any extensions shall not give rise to any claim of past practice. The granting of a technical layoff in no way abridges the Employer's right to discipline the employee. Subsequent out-of service orders, revocations, suspension or cancellations will also subject the employee to disciplinary action and technical layoffs will not be granted for subsequent offenses.

Section 45.3 Any employee occupying a position for which a CDL is required shall be considered unable to continue to fill such position if he fails to properly renew his CDL or has his CDL suspended or revoked.

ARTICLE 46
DRUG AND ALCOHOL TESTING

Section 46.1. Drug and alcohol screening/testing shall be conducted upon: (1) pre-promotional; "reasonable suspicion" which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol; or randomly in common with all other employees of the Employer to the extent required for the Employer to receive the maximum premium discounts available to it under the State of Ohio Bureau of Workers' Compensation Drug Free Workplace Program. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

Section 46.2. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .04 shall be cause for the Employer to proceed with sanctions as set forth in this Article.

Section 46.3. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by DHHS recognized certification program. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 46.4.

A. All samples shall be tested for chemical adulteration, narcotics, cannabis, pcp, amphetamines, sedatives and/or alcohol as follows:

DRUG	SCREENING TEST	CONFIRMATION
1. Amphetamines	1000 ng/ml Amphetamine	500 ng/ml GC-MS
2. Barbiturates	300 ng/ml Barbiturate	300 ng/ml GC-MS

3. Benzodiazepines	300 ng/ml	300 ng/ml
4. Cocaine Metabolites	300 ng/ml	150 ng/ml
5. Marijuana Metabolites	50 ng/ml	15 ng/ml
6. Methadone	300 ng/ml	300 ng/ml
7. Oxycodone	100 ng/ml	100 ng/ml
8. Opiates	300 ng/ml	2000 ng/ml
9. Phencyclidine PCP	25 ng/ml	25 ng/ml
10. Propoxyphene	300 ng/ml	300 ng/ml

Alcohol - .04 of 1% or more by weight of blood alcohol or .04 of 1% or more by weight of blood alcohol per 200 liters of employee's breath.

B. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

C. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the employee will be reimbursed for the cost of the split sample test.

Section 46.5. Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory (currently Occupational Care Consultants ("OCC")) using Employee identification numbers only. Random testing shall be administered at the Employer's expense and during the work hours of any selected Employee.

Section 46.6. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who

participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medial leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that a the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return to work as provided for in Section 46.9. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

Section 46.7. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the AFSCME shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

Section 46.8. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, the cost of such test shall be at the employee's expense.

Section 46.9. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided in this Article.

Section 46.10. The provisions of this Article shall not require Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 46.11. Duty Assignment After Treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment.

Section 46.12. Right of Appeal. The employee has the right to challenge any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

Section 46.13. Changes in Testing Procedures. The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain to amend this procedure to include such improvements.

Section 46.14. Conflict With Other Laws. This article is in no way intended to supersede or waive any constitutional or other rights that the employee or the Employer may be entitled to under federal, state, or local statutes.

Section 46.15. Employees with Commercial Driver's Licenses shall constitute a separate pool for random testing in compliance with United States Department of Transportation (USDOT)

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regulations governing drug and alcohol testing of employee's with Commercial Driver's Licenses remaining employees in the bargaining unit will be included in a random testing pool of all other City personnel to the extent required to enable the City to qualify for the highest discounts for which it is otherwise eligible under the drug free workplace program of the Ohio Bureau of Worker's Compensation.

ARTICLE 47
DURATION

Section 47.1. This Agreement shall be effective this 1st day of April, ~~2012~~ 2009 and shall remain in full force and effect until twelve o'clock midnight on March 31, ~~2015~~ 2012.

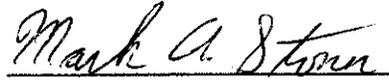
Section 47.2. If either party desires to modify or amend this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration of this Agreement.

Section 47.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the entire understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the City and the Union, and all prior agreements, practices and policies, either verbal or written, are hereby canceled. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, 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 parties at the time they negotiated or signed this Agreement.

SIGNATURE PAGE

This Agreement is signed and entered into as of this 13th day of April, 2012 and is hereby in full force and effect.

For the City of Northwood:



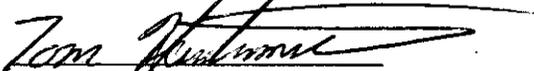
Mayor



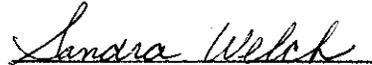
President of Council

For the Union:

AFSCME Local #755,

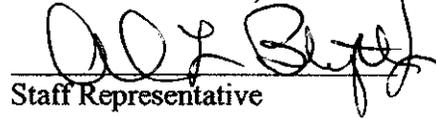


Bargaining Committee Member



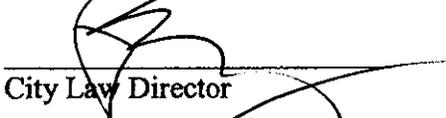
Bargaining Committee Member

For Ohio Council 8, AFSCME



Staff Representative

Approved As To Form:



City Law Director

Approved As To Content:

Management Consultant

LETTER OF UNDERSTANDING NO. 1

This letter is to memorialize a conceptual agreement of April 18, 2000 concerning Article 11, "Working Out of Classification."

A question had arisen as to when an Accounts Payable Coordinator could assert a claim to a higher rate of pay in the Finance Department.

It was agreed that, as to Accounts Payable Coordinator working in the Finance Department, Article 11, "Working Out of Classification Pay," would be available, subject to the following limiting factors:

1. Such "Working Out of Classification" wages apply only when the department head is absent for the stipulated time period.
2. The Finance & Revenue Director must be absent and the Accounts Payable Coordinator must perform substantially all of the duties of the Finance & Revenue Director, in one (1) week blocks of time in order for the Accounts Payable Coordinator to be eligible under this agreement and under this Article.
3. When the Accounts Payable Coordinator is acting as Finance & Revenue Director, with the prior approval of City Council, the Accounts Payable Coordinator will receive a weekly wage equal to the weekly wage of the Finance & Revenue Director in lieu of the Accounts Payable Coordinator's regular rate of pay.
4. When the Accounts Payable Coordinator is acting as Finance & Revenue Director without the approval of City Council, the Accounts Payable Coordinator shall receive one-half (1/2) of the difference between the Accounts Payable Coordinator's weekly wage and the weekly wage of the Finance & Revenue Director, in addition to regular salary.

For the City of Northwood:

Mark A. Stone
Mayor

Randy Kozina
President of Council

For the Union:

AFSCME Local #755

Tom Whitman
Bargaining Committee Member

Sandra Welch
Bargaining Committee Member

LETTER OF UNDERSTANDING NO. 2

- A. Any claims of past practice of excluding the Family Medical Leave Act (FMLA) qualifying usage of sick leave from the computations of sick leave usage for purposes of qualifying for sick leave bonus under Section #28.13 of the Collective Bargaining Agreement will cease effective 4/1/09.
- B. Disputes, if any, will be handled through the grievance procedure of the Collective Bargaining Agreement.

For the City of Northwood:

Mark A. Stokes
Mayor

Randy Kozina
President of Council

For the Union:
AFSCME Local #755

Tom Hutson
Bargaining Committee Member

Sandra Welch
Bargaining Committee Member

For Ohio Council 8, AFSCME

Willie L. Lyle
Staff Representative

Approved As To Form:

[Signature]
City Law Director

Approved As To Content:

Management Consultant

