03-09-16
12-MED-02-0106
2217-08
K33328

5-111
5-311
5-314

AGREEMENT

BETWEEN THE

CITY OF ALLIANCE

AND THE

ALLIANCE WATER AND SEWER DISTRIBUTION EMPLOYEES ASSOCIATION

SERB CASE # 2012-MED-02-0106

Effective January 1, 2014

Through December 31, 2016

Table of Contents

PREAMBLE/PURPOSE 1
ARTICLE 1 – RECOGNITION 1
ARTICLE 2 – DUES CHECK OFF AND FAIR SHARE FEE 1
ARTICLE 3 – APPLICATION OF CIVIL SERVICE LAW 2
ARTICLE 4 – MANAGEMENT RIGHTS 3
ARTICLE 5 – SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING 3
ARTICLE 6 – SEPARABILITY 4
ARTICLE 7 – NO STRIKE/NO LOCKOUT 4
ARTICLE 8 – EMPLOYEE TESTING/FITNESS FOR DUTY 5
ARTICLE 9 – WORK RULES 5
ARTICLE 10 – ASSOCIATION LEAVE/ACTIVITY/REPRESENTATION 6
ARTICLE 11 – WAIVER IN CASE OF EMERGENCY 6
ARTICLE 12 – NON-DISCRIMINATION 6
ARTICLE 13 – DISCIPLINARY ACTION 7
ARTICLE 14 – GRIEVANCE PROCEDURE 8
ARTICLE 15– PROBATIONARY PERIOD 11
ARTICLE 16 – SENIORITY 12
ARTICLE 17 – LAYOFF AND RECALL 13
ARTICLE 18 – HOURS OF WORK/OVERTIME COMPENSATION 14
ARTICLE 19 – OVERTIME/EXTRA DUTY ASSIGNMENT 15
ARTICLE 20 – HOURLY WAGES 15
ARTICLE 21 – PAYROLL DEDUCTIONS 17
ARTICLE 22 – LONGEVITY 17
ARTICLE 23 – MILEAGE AND CAR ALLOWANCES 18
ARTICLE 24 – UNIFORM ALLOWANCE 18
ARTICLE 25 – OUT OF CLASS PAY 18
ARTICLE 26 – EDUCATION 19
ARTICLE 27 – INSURANCE 19
ARTICLE 28 – LEGAL FEES 22
ARTICLE 29 – REIMBURSEMENT OF DAMAGES 22
ARTICLE 30 – SICK LEAVE 23
ARTICLE 31 – SICK LEAVE CONVERSION UPON RETIREMENT 24

ARTICLE 32 – SICK LEAVE BONUS 25
ARTICLE 33 – INJURED ON DUTY 25
ARTICLE 34 – VACATION 27
ARTICLE 35 – HOLIDAYS 29
ARTICLE 36 – PERSONAL LEAVE 29
ARTICLE 37 – FUNERAL LEAVE 30
ARTICLE 38 – JURY SERVICE 30
ARTICLE 39 – UNPAID LEAVE OF ABSENCE 30
ARTICLE 40 – FAMILY AND MEDICAL LEAVE ACT 31
ARTICLE 41 – RESIDENCY 31
ARTICLE 42 – ETHICS & INCOMPATIBLE EMPLOYMENT 31
ARTICLE 43 – DRUG SCREENING 32
ARTICLE 44 – CERTIFICATION REQUIREMENT 34
ARTICLE 45 – SAFETY AND HEALTH 36
ARTICLE 46 – DURATION 37
SIGNATURE PAGE 38
APPENDIX A – HEALTH INSURANCE BENEFITS 39
APPENDIX B – SIDE LETTER – LUMP SUM PAYMENT 40
APPENDIX C – AGREEMENT ON INCREASE TO UNIFORM ALLOWANCE 40

PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is between the City of Alliance, Ohio, a municipal corporation, hereinafter called the "City," "Employer," or "Management," and the Alliance Water and Sewer Distribution Employees Association (WSDEA), hereinafter called the "Association" or "Union."

Section 2. Purpose. It is the general purpose of this agreement to promote to the fullest extent possible economy and efficiency of operation, distribution of water/sewer, protection of property and lives, and to comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

However, this clause notwithstanding, all past practices enjoyed and not bargaining about shall remain undisturbed. In the event that the Association or the City suggests the existence of the past practice, the Party suggesting the existence of the past practice shall be required to demonstrate the existence of that past practice and its elements through clear and convincing evidence.

ARTICLE 1
RECOGNITION

Section 1. Included. The City hereby recognizes the Water and Sewer Distribution Employees Association as the sole and exclusive bargaining agent of all full-time employees in the City of Alliance as listed below:

Utility serviceman, mechanics.

Section 2. Excluded. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, part-time, temporary, seasonal, intermittent and employees in the unclassified service shall not be included in the bargaining unit. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 2
DUES CHECK OFF AND FAIR SHARE FEE

Section 1. Dues Deductions. The City agrees to deduct monthly from the wages of any employee who is a member of the Union membership dues, initiation fees, and/or assessments. Employees shall submit a written authorization for dues deductions. The Union will notify the City annually in writing of the dues it charges and its current membership. The Union will update membership information as necessary. Except as otherwise provided for in this article, each eligible employee's written authorization for Union dues deduction shall be honored by the Employer for the duration of this agreement or until such employee submits a written revocation of the Union dues deduction authorization to the Employer or its designee. Upon expiration of this agreement, the dues deduction procedure shall expire.

Section 2. Deduction Submission. Such sums deducted from a bargaining unit member's pay, accompanied by a list of bargaining unit members from whose pay they have been deducted and the amount deducted, shall be forwarded to the Union as directed by the Union within the month such collection is made.

Section 3. Refunds/Deduction Errors. In the event that a refund is due any bargaining unit member for any sums deducted from wages paid to the Union, it shall be the responsibility of such member to obtain the appropriate refund from the Union. The City shall not be liable for the remittance or payment of any sum other than those constituting actual deductions made, and if for any reason it fails to make a deduction for a bargaining unit member as above provided, it shall make that deduction from the member's next pay in which such deduction is normally deducted after the error has been called to the attention by the bargaining unit member or Union.

Section 4. Indemnification. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this article.

Section 5. Fair Share Fee Contribution. In recognition of the Union's services as the bargaining representative, all employees of the bargaining unit not electing membership shall share in the financial support of the Union by paying a fair share fee. The fair share fee shall not exceed, on a monthly basis, the monthly Union dues paid by members of the Union. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with the Ohio Revised Code Section 4117.09(C). The deductions shall be transmitted to the Association as provided in Section 2. Upon expiration of this agreement, the fair share fee contribution procedure shall expire.

Section 6. Fair Share Fee Deduction Procedure. Sixty (60) days after the commencement of employment, employees not electing to hold membership in the Union will as a condition of employment pay the Union a fair share fee. The Union warrants to the Employer that it maintains an internal fair share fee notice, rebate, and appeal procedure and that it shall administer its fair share fee rebate procedure in accordance with state and federal law. All disputes concerning the amount of the fair share fee shall not be subject to the grievance procedure of this agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure.

ARTICLE 3
APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Alliance nor Rules and Regulations of the Civil Service Commission of the City of Alliance, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Section 3. Exclusive Remedy. Employees covered by this agreement having a dispute with the City relating to the aforesaid terms and conditions of employment must pursue the provisions of this agreement as their sole and exclusive remedy.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive rights of the City with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations not in conflict with the provisions of this agreement; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality of work to be produced; 11) select and local buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, sub-contract, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes or work; 14) determine the methods, processes, means, and personnel by which government operations are conducted.

Section 2. The City specifically retains all those rights contained in Section 4117.08(C)(l)-(9), Ohio Revised Code, which are not listed above. In addition, all functions, rights, powers, responsibilities and authority of the Employer, with regard to the operation of its work and business and the direction of its workforce, which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer. The City is not required to bargain on any subjects, including but not limited to, those enumerated above, reserved to and retained by the City under this article.

ARTICLE 5
SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING

Section 1. The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set

forth in this agreement. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union.

Section 2. Mid-Term Bargaining. Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to making such change, shall inform the Union of said proposed change prior to the date of implementation and meet to discuss the matter with the Union. The Employer may unilaterally implement such changes after discussions have taken place.

ARTICLE 6
SEPARABILITY

Section 1. In the event that any provision of this agreement is found to be contrary to law, it shall be of no further force and effect, but the remainder of the agreement shall remain in full force and effect, and the parties shall meet at mutually agreeable times in an attempt to discuss a lawful provision on the same subject matter, if practicable.

Section 2. Notwithstanding the provisions set forth in this agreement, modification of, or variance from, any contractual provision(s) for the purposes of complying with the Americans with Disabilities Act (ADA), and the Family and Medical Leave Act (FMLA), or any other state or federal law relative to handicap or disability discrimination, shall not be construed by either party as a violation of this agreement or any provision herein.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 1. The Association recognizes that a strike, as defined in Section 4117.01 of the Ohio Revised Code, is illegal during the term of a collective bargaining agreement and during the settlement procedure set forth in Section 4117.14 of the Ohio Revised Code, and it pledges not to engage in any strike against the City of Alliance as defined in the preceding sections, as prohibited in Section 4117.15 of the Ohio Revised Code, including but not limited to slow downs, job actions, and sympathy strikes, and further agree to cross any picket line established by any other association representing the employees of the City of Alliance in order to perform their own duties. The Union agrees to actively seek stoppage of any type of job action by a member or members of the bargaining unit. The Union shall take whatever further steps are reasonably within its ability that are necessary to end such job action. Nothing in this article shall be construed to preclude the City from seeking to enjoin any such strike in accordance with the provisions of Section 4117.15 and 4117.16, Ohio Revised Code, or any disciplinary action which may be taken against striking employees pursuant to Section 4117.15(C), Revised Code.

Section 2. Moreover, the obligations, rights and provisions of this article shall be completely independent of and shall not affect or be affected by any other provisions of this agreement, including any grievance and arbitration provisions, nor shall the grievance and arbitration provisions act to preclude the City from exercising any statutory right to enjoin the strike or to discipline strikers.

Section 3. The City will not institute a lockout for any cause, whatsoever, during the term of this agreement.

ARTICLE 8
EMPLOYEE TESTING/FITNESS FOR DUTY

Section 1. Testing of Probationary Employees. The City, at its own expense, retains the management right to conduct physical and agility testing, psychological testing, and other non-discriminatory job-related testing for a probationary employee and require that such tests be taken prior to hiring or prior to the completion of that probationary period.

Section 2. Testing of Non-Probationary Employees. The City, at its own expense, also retains the management right to conduct physical, agility, psychological and other non-discriminatory job related testing where the City reasonably determines such testing to be necessary to insure the continuing capabilities of its non-probationary employees.

Section 3. Fitness for Duty. The Employer reserves the right to have an employee alleging illness or injury to submit to a physical examination or examinations at the Employer sole discretion and the Employer's expense, for purposes of determining fitness for duty. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated.

ARTICLE 9
WORK RULES

Section 1. All bargaining unit members shall comply with all departmental rules and regulations, including those work rules relating to conduct and work performance.

Section 2. The Union recognizes that the Employer, under this agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 3. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union, and if requested, meet with the Union to discuss the matter prior to the date of implementation.

Section 4. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this agreement.

ARTICLE 10
ASSOCIATION LEAVE/ACTIVITY/REPRESENTATION

Section 1. Association representatives shall be afforded up to an aggregate one hundred fifty (150) hours of time off without loss of pay during regular work hours for the purpose of fulfilling responsibilities with the City, including processing grievances, meetings and enforcement of this Agreement.

Association time cannot be used for contract negotiations. During negotiation meetings with the City, members of the negotiation team who are not on duty shall accrue comp time. The negotiation team will consist of no more than three (3) representatives.

Section 2. Carryover/Limitations. The Association shall be entitled to carry over unused Association time from year to year; however, at no time shall that balance exceed sixty four (64) hours.

Section 3. There shall be a maximum of two employees permitted off on Association time on any given shift to address Association matters. The City has the right to limit this to one employee if allowing two off will cause a scheduling conflict.

Section 4. Approval/Conflict with Duties. Any Association time used that will interfere with the normal duties of an employee must be approved by the Superintendent before it is used.

ARTICLE 11
WAIVER IN CASE OF EMERGENCY

Section 1. In case of circumstances beyond the control of Management, such as act of God, riot, flood, civil disorder, and other similar acts which require a declaration of emergency by the Mayor, the Association agrees that Management reserves the right, during any such emergency, to assign employees to work duties without regard to provisions of this agreement. Such rights shall be effective after announcement and declaration of emergency by the Mayor through the news media.

ARTICLE 12
NON-DISCRIMINATION

Section 1. The parties agree not to unlawfully discriminate against any employee in the administration of this agreement because of age, race, sex, color, creed, national origin, ancestry, genetic history, disability or military status.

Section 2. Union/Non-Union Affiliation. The parties recognize the right of all employees to be free to become a Union member and to participate in Union activities and to refrain from such membership or activity. The parties agree that there shall be no discrimination, interference,

restraint, coercion or reprisal against any employee because of union or non-union affiliation or because of an employee engaging or refraining from activity on behalf of the Union.

Section 3. Gender Neutral. 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 4. Grievance Procedure Tolling. Where the subject matter of a grievance involves this article and there exists a concurrent collateral administrative action (e.g., OCRC/EEOC allegation, etc.) or court action, including instances where the City has been notified of pending action, the grievance procedure shall be tolled until such time as the collateral action is resolved.

ARTICLE 13
DISCIPLINARY ACTION

Section 1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including working suspensions), discharged, or removed except for grounds stated in section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Demotion.
6. Discharge.

For purposes of progressive discipline letters of instruction and cautioning (documented verbal warning) and written reprimands shall remain active and have force and effect for a period of one (1) year from the date it is issued to the employee provided there is no intervening discipline. For purposes of progressive discipline suspensions of any kind and demotions shall remain active and have force and effect for a period of three (3) years from the date it is issued to the employee provided there is no intervening discipline. If there is intervening discipline any prior active discipline shall remain active and have force and effect for the full active period of the most recently issued discipline.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public and/or co-workers, neglect of duty, absence without leave, substance abuse, violation of City or department work rules, regulations, policies, or procedures, failure of good behavior, violation of Chapter 124 or

Rules of the Civil Service Commission, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Progressive Discipline. The Employer generally practices progressive discipline but reserves the right to determine the amount of discipline based upon the seriousness of the offense. The practice of progressive discipline does not infringe upon the right of the Employer to terminate an employee's employment for a first offense. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Predisciplinary Conference. Whenever the Employer determines that an employee may be subject to suspension, reduction, or termination, the Employer will hold a predisciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least twenty-four (24) hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence, and what form of discipline may be imposed.

The employee may be accompanied by a Union steward or officer during the predisciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the predisciplinary conference as an observer only. At the conference, the employee and/or his union representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

Section 5. Disciplinary Records/Appeals. An employee subject to discipline involving a loss in pay/suspension in excess of three (3) days or more shall have the ability to contest such action through the grievance and arbitration procedure. Disciplinary actions involving no loss in pay or three (3) days or less shall be subject to the grievance procedure, but are not eligible for arbitration. Records of prior discipline shall be considered in all future disciplinary actions.

All written notices dealing with discipline shall be reduced to writing and shall state the type and amount of discipline imposed and the reason for the actions being taken. Both the employee and his superintendent will receive a copy prior to any disciplinary action.

ARTICLE 14
GRIEVANCE PROCEDURE

Section 1. Definition. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of only the explicit and express provisions this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement which are controlled by ordinances of the City of Alliance, or by the provisions of federal and/or state laws and/or by the United States or Ohio constitutions.

Section 2. Group Grievances. Any member of the bargaining unit or the Union may file a grievance. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one

member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 3. Time Limits. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer or default rejection, if applicable, at the last completed step. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

Section 4. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and shall contain the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee.

Section 5. Time limit Calculations. The word "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays for the purpose of this article.

Section 6. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. Where an employee elects to file a formal grievance, each grievance shall be processed in the following manner:

Step 1: Department Head/Designee. Within five (5) calendar days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the department head/designee, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The department head shall either respond to the grievance or schedule a meeting to discuss the grievance and respond in writing to the grievant within five (5) calendar days of receipt of the grievance.

Step 2: Safety-Service Director/Designee. A grievance unresolved at Step 1 may be submitted by the grievant to the Safety-Service Director/designee within five (5) calendar days of receipt of the Step 1 answer or default rejection. The Safety-Service Director//designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within

fourteen (14) calendar days of submission of the grievance to Step 2. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) calendar days of such meeting.

Step 3: Arbitration. If the grievance is not satisfactorily settled in Step 2, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the Mayor within five (5) calendar days of the date of the answer at Step 2, and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply. In lieu of utilizing FMCS, the parties may agree to select from a permanent panel of arbitrators contained herein where a timely demand for arbitration has been submitted.

Section 7. Selection of the Arbitrator (FMCS). Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject two (2) panels of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

Section 8. Hearing and Decision. The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific article(s) and section(s) of this agreement, and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable laws.

2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under its rule-making powers not inconsistent with the agreement.

3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulations presently or in the future established by the Employer, so long as such practice, policy, rules, or regulations do not conflict with this agreement.

4. Implying any restriction or condition upon the Employer from this agreement, it being understood that, except to such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any

article and section herein, the matter in question falls within the exercise of rights set forth in the article of this agreement entitled "Management Rights."

5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.

6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.

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 previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement except as specifically authorized herein. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. The arbitrator shall be without authority to render any decision on the merits of a grievance that does not conform to the parties' negotiated grievance procedure. The arbitrator shall not mitigate the level of discipline imposed by the Employer upon a finding that, by a preponderance of evidence, misconduct occurred.

Section 9. Arbitrability. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. In the event that an issue is raised concerning the jurisdiction of the arbitrator, or arbitrability, the issue will be tried and decided first.

If the matter is determined to be arbitrable, a new arbitrator will be selected from a new list as provided herein, to decide the merits of the grievance. However, where the grievance sought to be arbitrated has an immediate, actual, net value of less than $3,500.00, exclusive of arbitration costs, the Employer may decline to proceed to arbitration. In such a situation the Employer's final step grievance response will control without establishing binding precedent or past practice.

Section 10. Arbitration Expenses. The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness. Employee witnesses shall suffer no loss in straight time pay.

Section 11. Arbitration Awards/Settlements. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

ARTICLE 15
PROBATIONARY PERIOD

Section 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

employee receives compensation from the Employer and shall continue for a period not to exceed thirty (30) months; however, when the employee attains certification his probationary period will end, so long as the employee has worked at least one hundred eighty (180) calendar days from his date of hire. Where the employee fails to attain certification within thirty (30) months the employee's employment shall be terminated without recourse.

Section 2. Probationary employees may be disciplined or terminated without recourse to the grievance procedure or to civil service appeal during the probationary period.

ARTICLE 16
SENIORITY

Section 1. Definition of Seniority. Seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer. The following situations shall not constitute a break in continuous service for purposes of seniority:

A. Absence while on approved leave of absence;
B. Absence while on approved sick leave or disability leave;
C. Military leave;
D. Layoff for less than thirty-six (36) months.

The following situations constitute breaks in continuous service for which seniority is lost:

A. Discharge for just cause;
B. Retirement;
C. Layoff for more than thirty-six (36) months;
D. Failure to return to work within fourteen (14) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
E. Failure to return to work at the expiration of leave of absence; and
F. Resignation.

Section 2. Definition of Departmental Classification Seniority. Departmental classification seniority shall be calculated on the basis of uninterrupted service within a classification within a department. Where two (2) employees have the same length of uninterrupted service within a classification within a department, the employee first appointed or first named in order of appointment shall be senior.

Section 3. If an employee is promoted to supervision, and decides to return to the bargaining unit within one (1) year from the date of the promotion, the employee will be returned to the bargaining unit with the seniority the employee held at the time of the promotion. If an employee transfers to another department of the City, and decides to return to the Water/Sewer Department within ninety (90) days from the date of such transfer, the employee will be returned to the bargaining unit with the seniority the employee held at the time of the transfer. In the case of either a promotion or transfer, the employee returning to the bargaining unit will be assigned to an available open position and to the shift of that available opening.

ARTICLE 17
LAYOFF AND RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Alliance's Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a lack of work or a lack of funds exists, or reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff, job abolishment, reduction in hours, furlough, etc.) shall occur. The Employer shall notify the affected employee(s) in writing at least five (5) calendar days prior to the date of the reduction.

Section 3. Procedure. The Employer shall determine the applicable division and classification where the initial reduction (i.e., layoff or job abolishment) is to occur by initially designating the specific area of reduction from the following:

A. Temporary, casual, or seasonal employees within the affected department and classification.

B. Newly hired probationary employees within the affected department and classification.

C. Full-time employees, starting with the employee with the least classification seniority, within the department and classification affected.

Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 28, Seniority, of this agreement.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for thirty-six (36) months. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the Employer shall recall from the layoff list in reverse order in which the members were laid off, within the classification recalled.

Employees shall be given ten (10) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall to the position from which they are laid off shall lose all seniority and recall rights. Employees who refuse or accept recall to a position other than that from which they were laid off shall retain seniority and recall rights to the position from which they were laid off, but only from the date of their original layoff. In the event of extenuating circumstances (e.g., illness, injury, absence from city or state or other good cause as determined by the Director of Safety and Service) preventing the employee from returning within the above time limit, the employer shall grant a reasonable extension, not to exceed sixty calendar days.

Section 5. Notice/Procedure for Furloughs. In the event the Employer determines that a furlough is necessary, the Employer agrees to provide the Union and those affected members with as much notice as possible, but not less than seven (7) days, of the planned furlough. Such notice will indicate how the furlough is to be accomplished, apportioned among the bargaining unit, and the effective date that the planned reduction will begin. Furloughs will be limited to personnel paid out of the fund(s) where the lack of funds exists. The Employer agrees to offer employees the option to voluntarily take unpaid furloughs prior to implementing any involuntary furlough time. Once the number and extent of involuntary furlough time is determined, employees will be required to schedule their applicable amount of furlough time by seniority, but subject to the approval of and operational needs of the Employer. The total yearly amount of involuntary furlough time shall be capped at eighty (80) hours per employee. Employees may voluntarily agree to assume a greater amount of unpaid furlough time.

Employees who are subject to furlough shall not have their vacation service time reduced, their seniority reduced, nor shall they lose eligibility for Employer sponsored insurance offered under the parties' agreement.

ARTICLE 18
HOURS OF WORK/OVERTIME COMPENSATION

Section 1. This article is intended to define the normal hours of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions. This article is intended to be used as the basis for computing overtime eligibility for non-exempt employees and shall not be construed as a guarantee of work per day or per week or as a restriction on management's rights as specified in the Management Rights Article herein.

Section 2. The work period shall begin at 12:01 a.m. on Sunday and continue for seven (7) consecutive calendar days (one hundred sixty-eight [168] consecutive hours) ending at 12:00 midnight the following Sunday.

Section 3. When an employee is required to work in excess of forty (40) hours during the seven (7) day work period, he shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1.5) times his regular hourly rate of pay. Overtime compensation shall not be paid more than once for the same hours under any provision of this article or agreement. For purposes of determining an employee's eligibility for overtime, time spent on sick leave shall not be considered hours worked. Those hours actually worked by the employee, vacation time, scheduled holiday time, compensatory time, bonus sick time, and personal ***sick*** time will be considered hours worked for purposes of overtime eligibility.

Section 4. Mandatory Overtime/Approval/Records. In the event of any emergency, management may require periods of overtime work to meet operational needs. When it is practical and possible, all overtime shall be approved by the Appointing Authority in advance. All overtime must be reported to and justified as required by the Safety-Service Director or the appointing authority. Complete records of overtime shall be maintained by the Department.

Section 5. Court Pay. Whenever an employee is required to appear during his regular off-duty time before any official court or before a prosecutor on matters pertaining to or arising from the employee's official duties, the employee shall be compensated for a minimum of two (2) hours at the appropriate hourly rate. If an employee appears before a court or at a pretrial conference for more than two (2) hours, such excess time shall also be compensated at the applicable rate.

Section 6. Call-in Pay. Any time an employee is called to work outside of his normal work shift, thus necessitating additional travel to and from work, he shall be guaranteed a minimum of four (4) hours pay. This minimum guarantee shall not be applicable to hours of work which are contiguous to the employee's regular work shift.

ARTICLE 19
OVERTIME/EXTRA DUTY ASSIGNMENT

Section 1. The Superintendent, at his sole and exclusive discretion, may prescribe periods of overtime work to maintain operational needs.

Section 2. When an overtime situation occurs, the overtime requirement shall be filled by utilizing the extra duty/overtime list. The said list shall be in effect from January 1 until December 31 and shall continue each preceding year until the term of this agreement expires. A new list shall start at zero (0) hours for each employee January 1 of each year.

The extra duty/overtime overtime list shall be established to include non-supervisory employees only. When a manpower shortage occurs creating overtime, the employee with the least hours on the fair share overtime list shall be asked to work. In the event this employee cannot be contacted or refuses the overtime, the employee next lowest on the list shall be contacted and this shall continue until the man power shortage has been filled. This section shall not apply to emergency call-ins. Refusals will be recorded as though the hours were worked. Where the Employer is unable to find suitable numbers of employees for the overtime situation, it may mandate employees to work the overtime. An employee who fails to work when mandated is subject to discipline.

Section 3. Holiday overtime will be included on the extra duty/overtime list.

ARTICLE 20
HOURLY WAGES

Section 1. Base Salary and Wages. The following are the base wage ranges for bargaining unit members and classifications.

A. Effective January 1, 2014, bargaining unit members shall receive a one percent (1.0%) general wage increase.

B. Effective January 1, 2015, bargaining unit members shall receive a one percent (1.0%) general wage increase.

C. Effective January 1, 2016, bargaining unit members shall receive a one percent (1.0%) general wage increase.

Wage rates effective during term of contract:

Utility Serviceman	Current	1/1/2014	1/1/2015	1/1/2016
Level I	$18.22	$18.40	$18.59	$18.77
Level II	$17.32	$17.49	$17.67	$17.84
Level III	$16.77	$16.94	$17.11	$17.28
Level IV	$16.21	$16.37	$16.54	$16.70

Mechanic	Current	1/1/2014	1/1/2015	1/1/2016
Level I	$19.25	$19.44	$19.64	$19.83
Level II	$18.48	$18.66	$18.85	$19.04
Level III	$17.73	$17.91	$18.09	$18.27
Level IV	$17.16	$17.33	$17.50	$17.68

License	Current	1/1/2014	1/1/2015	1/1/2016
Class I	$ 0.83	$0.84	$0.85	$0.86
Class II	$ 1.97	$1.99	$2.01	$2.03
Class III	$ 3.14	$3.17	$3.20	$3.23

Section 2. Classification step increases. listed in this Article are based on a combination of longevity, job performance, and effort to obtain certifications. As such, they are considered merit increases and are given at the discretion of the Distribution Superintendent with the approval of the Safety-Service Director. Criteria for merit increases must be uniformly applied. Advancement may not be withheld for reasons that are arbitrary or capricious.

Section 3. Wage Schedule Administration. The above general wage increases shall be applied to the pay schedule for the applicable classification in each successive year of the Agreement and steps of such schedule as may be applicable and appended to the parties Agreement as Appendix A. Movement between steps in the wage schedule shall only occur while this contract is in effect and shall not occur in subsequent years after the expiration of the Agreement until such time as a new contract is in effect.

Section 4. Merit Increases/Bonuses. Merit raises other than classification step increases described in Section 2 may be given by the Appointing Authority at his discretion at any time during a contract year subject to the constraints of the wage scale and availability of funds. Such increases/bonus payments shall be based on the following criteria: production; performance; and attendance. Employees shall be evaluated by their immediate supervisor, who shall submit the evaluations to the Appointing Authority/Designee. The Designee, if applicable, shall submit the evaluations to the Appointing Authority. The evaluations shall be in writing and shall include a recommendation as to whether or not it is recommended that the employee should be considered for a merit increase or bonus and, if so, the amount of the recommended increase. Once recommended, the Appointing Authority shall make a determination and shall provide the designee, if applicable, and employee with his decision. Any employee dissatisfied with the Appointing Authority's decision may request a meeting with him to discuss the decision. The

Appointing Authority's decision is at his discretion and is final and not appealable. Merit increases/bonuses may be in the form of hourly adjustment or lump sum equivalents.

ARTICLE 21
PAYROLL DEDUCTIONS

Section 1. Credit Union. The City agrees to deduct from employees who have given written authorization any monies for any such credit union office authorized by the City Auditor and remit such withholdings to the credit union.

Section 2. Savings Bonds and United Way. The City agrees to deduct from employees who have given written authorization any monies for the U.S. Savings Bond Program and the United Way Payroll Deduction Program and remit such withholding to the proper authorities.

Section 3. Deferred Compensation. The City agrees to deduct from employees who have given written authorization any monies for an authorized deferred compensation program and remit such withholdings to the proper authority.

ARTICLE 22
LONGEVITY

Section 1. All full-time employees shall be placed in one of the following groups and classified according to their continuous service record and shall receive the following compensation.

CLASSIFICATION	COMPENSATION
Group A – 0 through 4 years	-0-
Group B – over 4 years through 10 years	$ 30.00 per month
Group C – over 10 years through 15 years	$ 70.00 per month
Group D – over 15 years through 20 years	$ 90.00 per month
Group E – over 20 years	$110.00 per month

Longevity shall be paid in equal installments in the second pay in June and the first pay of December.

Section 2. Continuous service of an eligible employee shall be determined by using the date on which the employee was last hired by the City. Any eligible employee who leaves the employment of the City for any reason other than as indicated in Section 3 of this article, shall be considered as having broken his/her continuous service record; and if such employee is later re-hired by the City the employee shall begin a new continuous service record on the day he/she is rehired.

Section 3. If an employee has been granted a medical leave of absence or is on sick leave or on layoff or on a tour of duty in any branch of the Armed Forces of the United States, the employee shall have such time credited to his continuous service with the City for purposes of this article.

Section 4. Employees hired on or after January 1, 2015, shall not be eligible for longevity payments. At the discretion of the Employer, this restriction on eligibility for longevity may be waived based on an applicant's prior experience and qualifications.

ARTICLE 23
MILEAGE AND CAR ALLOWANCES

Section 1. Use of Private Vehicles. An employee, authorized to use a private vehicle for any out-of-city job-related court appearance, pre-trial appearance, training, seminars, meetings, conferences, continuing education programs, or any other job-related activities (not to include Association and certification related activities) shall be reimbursed for mileage at the rate applicable to all other City employees after completing the appropriate request forms.

ARTICLE 24
UNIFORM ALLOWANCE

Section 1. Full time hourly employees (non-office and non-management) in Water/Sewer Distribution shall receive an annual uniform/personal risk allowance of eleven hundred dollars ($1,100.00) per year, payable to said employee in two (2) equal installments of five hundred fifty dollars ($550.00) on the second (2nd) pay day of June and the first (lst) pay day of December.

Section 2. The Safety-Service Director shall select the uniform code. Management may, upon request, authorize additional items of clothing to be worn during periods of inclement weather.

Section 3. In the event that there are changes in the uniform, there shall be a one (l) year wear-out period for the previous uniform.

Section 4. Probationary employees will receive a pro-rated payment based on the number of months they were employed prior to the dates specified in "A" above. For the pro-rata calculation a whole month will be counted if employed prior to the l6th of a given month. If employed the l6th or thereafter, the month is not counted.

Section 5. Employees will be issued a new Carhartt coat and bib, or equivalency as requested by the employee and approved by the Superintendent of Water and Sewer Distribution, at the beginning of this contract. The coat will be marked as required by management.

ARTICLE 25
OUT OF CLASS PAY

Section 1. Acting Pay. In the event any employee set forth in this ordinance is assigned by Management to assume responsibilities in a higher classification for a period exceeding twenty-four (24) hours, such employee shall receive the lowest rate of pay of the designated higher classification that is higher than his/her current wage. Management reserves the right to appoint any qualified employee to a position in the absence of a person in a higher classification.

Upon attaining the one (1) twenty-four (24) hour day minimum, the employee shall receive compensation at the higher rate for all such time worked. In the event that the employee acts in a higher classification on his/her normal scheduled day off, he/she shall be paid at the overtime rate of that classification.

ARTICLE 26
EDUCATION

Section 1. Where there has been prior written approval by the Department Head and the Safety Service Director, the City shall reimburse employees, within thirty (30) calendar days of grade submission for all tuition, fees, and course mandated materials, including books, for job related continuing education programs.

Section 2. If an employee takes a course in which no letter grade is given, the City will reimburse 100% of all tuition and mandated expense within thirty (30) days of proof of completion of the course by the employee. Where a grade is given, reimbursement shall be made according to the following schedule:

Employee earns a letter grade or equivalent of:	City pays this percentage of tuition and mandated expenses:
A	100%
B	85%
C	75%
Below C	0%

The education reimbursement in this section does not apply to EPA certification which is covered in Article 44, sections 3 and 4.

ARTICLE 27
INSURANCE

Section 1. For the term of this agreement, the Employer agrees to provide bargaining unit employees the same health insurance plan, inclusive of medical, hospitalization, dental, eye-care and prescription coverage (health care), as that provided to non-bargaining unit employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Until such time as a majority of City bargaining units are participating in the insurance committee, coverage and benefits shall remain comparable to those contained in attachment "A." Contribution rates shall remain unchanged until January 1, 2015. A change in insurance carrier, plan administrator or health care system (PPO, HMO, etc.) that requires a change in health care providers while maintaining comparable benefits is a comparable under this section. Once a majority of City bargaining units are participating in the committee, coverage will be determined by the committee and cost containment measures may be adopted by the Employer or the Committee-pursuant to the provisions of Section 5 herein.

Section 2. Annual Wellness Screening Program. Commencing in calendar year 2015, the City shall institute an annual wellness screening program that will be offered to all employees and spouses participating in the group health plan made available through the City. The City will determine the manner in which screening is to be accomplished. The wellness screening program will allow each employee to receive a two and one-half percent (2.5%) reduction in their applicable monthly premium for certifying to the City that they and their spouse if applicable have been screened from a health care provider in the following categories: (1) Tobacco Use, (2) Blood Pressure, (3) Cholesterol, (4) Obesity, and (5) Glucose level. The

reduction will apply to the first month following the submission of the required verifying documentation to the City. In order to receive this reduction, the employee and his spouse (if applicable) shall be required to complete a City form certifying that the screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the nicotine test. For 2015, the reduction is expressed in the formula contained in Section 4.

Section 3. Tobacco Use Surcharge. Commencing in calendar year 2015, the City shall institute a tobacco use surcharge for all employees and spouses participating in the group health plan made available through the City. Under this program employees shall be required to pay a five percent (5%) surcharge in their applicable monthly premium for tobacco use by the employee or the covered spouse if applicable. The surcharge rate is reflected in the base cost sharing formula contained in Section 4. In order to avoid the surcharge, an employee and spouse (if applicable) whose tobacco use is not covered in Section 2 shall be required to complete a City form certifying that the tobacco screening has occurred and complete a release the will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the screening test.

Section 4. Cost Sharing. Employees shall be required to share in the cost of health care coverage up to the maximums permitted by the ACA. Effective January 1, 2015, the Employer shall contribute a maximum base amount of the total cost per employee, per coverage type, per month as set forth below, and participating employees shall contribute the minimum base amount as set forth below:

For those Employees qualifying for Screening Reduction (2.5% reduction)

Monthly Maximum January 1, 2015	Employer Contribution	Monthly Minimum January 1, 2015	Employee Contribution	Total Base Contribution 2015
Single	$409.33	Single	$33.19	$442.52
EE + Child(ren)	$757.25	EE + Child(ren)	$61.40	$818.65
EE + Spouse	$859.59	EE + Spouse	$69.70	$929.29
Family	$1,330.31	Family	$107.86	$1,438.17

Base Contribution Without Surcharge or Incentive

Monthly Maximum January 1, 2015	Employer Contribution	Monthly Minimum January 1, 2015	Employee Contribution	Total Base Contribution 2015
Single	$398.27	Single	$44.25	$442.52
EE + Child(ren)	$736.79	EE + Child(ren)	$81.87	$818.65
EE + Spouse	$836.36	EE + Spouse	$92.93	$929.29
Family	$1,294.35	Family	$143.82	$1,438.17

For Tobacco Users With Screening (5% surcharge less 2.5% credit= 2.5% surcharge)

Monthly Maximum January 1, 2015	Employer Contribution	Monthly Minimum January 1, 2015	Employee Contribution	Total Base Contribution 2015

Single	$387.21	Single	$55.32	$442.52
EE + Child(ren)	$716.32	EE + Child(ren)	$102.33	$818.65
EE + Spouse	$813.13	EE + Spouse	$116.16	$929.29
Family	$1,258.40	Family	$178.77	$1,438.17

For Tobacco Users Without Screening (5% surcharge)

Monthly Maximum January 1, 2015	**Employer Contribution**	**Monthly Minimum January 1, 2015**	**Employee Contribution**	**Total Base Contribution 2015**
Single	$376.14	Single	$66.38	$442.52
EE + Child(ren)	$695.85	EE + Child(ren)	$122.80	$818.65
EE + Spouse	$789.90	EE + Spouse	$139.39	$929.29
Family	$1,222.44	Family	$215.73	$1,438.17

Commencing in January 2015, any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on the base contribution percentage to the Employer and to the employee. The parties recognize that employee affordability under the ACA will be measured based upon the cost of the bronze (i.e., lowest tier plan being offered) single plan and the employee's household income. Any employee who believes his contribution exceeds the maximum allowable by law may submit a written request for review to the Auditor.

Section 5. Health Care Committee. A health care committee will be created for the purposes of monitoring and supporting the wellness program, and for reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and a number of management representatives of the Employer equivalent to or less than the total number of city bargaining unit representatives participating in order to allow for an odd number of voting representatives. The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. The committee's authority will vest and begin with the 2015 plan year.

Specifically, the committee may recommend any of the following options:

A. To keep the same plan and/or benefit levels and pass on any cost increase above the levels set forth in Section 4 of this article to the participating employees; or

B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on to participating employees; or

C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee (A, B or C above) will be implemented by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee fails to submit a valid recommendation by sixty (60) days prior to plan renewal for the following plan year, the City may unilaterally select and implement one of the options (A, B or C above).

Section 6. Coverage Coordination. If both spouses are employed by the Employer, they shall be offered one (1) family coverage but they may select the spouse that will make the premium contribution.

Section 7. Spousal Coverage. Spousal coverage will be available only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer and will not be eligible for coverage under the City plan. The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. The Employer reserves the right to verify this information at any time. It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

Section 8. Dental Insurance. The City of Alliance shall maintain and pay full premiums for a dental insurance package as close to the current City of Alliance Dental Plan as practical for the bargaining unit members and their families during the term of this Agreement. The City retains the right to change the carrier and the benefit levels during the term of this Agreement.

Section 9. Life Insurance. The City will provide $25,000.00 of life insurance coverage for all employees.

ARTICLE 28
LEGAL FEES

Section 1. Legal defense and indemnity shall be provided pursuant to Ohio Revised Code, Section 2744.07. Compliance with this provision shall not be subject to arbitration.

ARTICLE 29
REIMBURSEMENT OF DAMAGES

Section 1. While in the performance of his or her duties, if an employee should suffer damages to his or her eyeglasses, wristwatch, dentures, uniform or similar type items, a Proof of Loss Form shall be filed with the Safety-Service Director. Upon approval said employee shall be reimbursed for damages not to exceed two hundred and fifty dollars ($250.00) per item damaged.

Section 2. The City shall be entitled to the right of subrogation. If the employee is reimbursed by another party, the City shall be entitled to said reimbursement.

ARTICLE 30
SICK LEAVE

Section 1. Upon the approval of the Employer, employees may use sick leave for:

A. Illness, injury, or pregnancy-related condition of the employee;
B. Exposure by the employee to a contagious disease communicable to other employees;
C. Illness, injury or death in the employee's immediate family;
D. Examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, when such examination cannot be scheduled during non-work hours.

Section 2. All employees shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours of service, up to a maximum of one hundred twenty (120) hours annually. Service for sick leave credit includes all hours in active pay status, including hours actually worked, all paid leaves (including personal sick time and injury-on-duty leave), but not paid sick leave, unpaid leave, unpaid suspension, or layoff.

SET IT ON DC

Section 3. Reporting. When an employee is unable to report to work due to illness or injury, he shall notify his superior, when practicable, of such absence and the reason therefore at least thirty (30) minutes before the start of his/her work shift each day he/she is to be absent. Whenever possible, earlier notification is recommended for notification of replacement or substitutes. An employee who expects to be on extended sick leave must notify his immediate supervisor, or other designated person, every day he is absent, unless otherwise agreed.

Section 4. Documentation. Before an absence may be charged against accumulated sick leave, the Employer will require such proof of illness, injury or consultations in the form of a written signed statement. If medical attention is required an acceptable certificate from a licensed medical practitioner may be required to justify the use of sick leave. The Employer may require the employee to be examined by a physician designated by the Employer. Such examination shall be paid by the Employer.

In any event, an employee who is absent more than three (3) consecutive workdays shall supply proof of illness per Section 4 of this article.

If the employee fails to submit adequate proof as required by this section upon the date he/she returns to work, such leave may be considered an unauthorized leave and discipline may be issued. If the Employer finds that the written statement was falsified, such shall be grounds for dismissal.

Section 5. Abuse/Patterned Absence. Any abuse of sick leave or the unexplainable patterned use of sick leave shall be sufficient cause for an appropriate form of discipline as may be determined by the Employer.

Section 6. Fitness for Duty Examinations. The Employer may require an employee who has been absent due to personal illness or injury, prior to, and as a condition of his/her return to duty, to be examined by a physician of the Employer's choice and paid for by the Employer to

establish that he/she is able to perform his/her normal duties and that the return to duty will not jeopardize the health and safety of other employees.

Section 7. Immediate Family Defined. For purposes of this article, "immediate family" shall be defined to only include the employee's:

1.	Spouse	4.	Stepchildren (in home)
2.	Children	5.	Mother-in law
3.	Parents	6.	Father-in-law

Section 8. Sick Leave Transfer. An employee who transfers from one department to another department of the Employer shall be allowed to transfer his/her accumulated sick leave to the new department. Sick leave shall not be transferable to the City of Alliance from another public entity.

Section 9. Accumulation/Minimum Usage Increment. Unused sick leave shall be accumulated without limit. When sick leave is used, shall be used in a minimum increment of one-half (1/2) hour and it shall be deducted from an employee's credit on the basis of one (1) hour for each one (1) hour of absence from his or her scheduled duty day.

ARTICLE 31
SICK LEAVE CONVERSION UPON RETIREMENT

Section 1. Employees who retire according to the rules and regulations established by the applicable retirement board shall be compensated in a lump sum for that portion of unused sick leave as follows:

A. For employees hired before January 1, 2015, all sick leave hours on credit up to a maximum of nine hundred sixty (960) hours. Additionally, twenty-five percent (25%) of all sick leave hours over nine hundred sixty (960) hours, up to a maximum of six hundred (600) hours (maximum of one hundred fifty [150] additional hours paid). Under no circumstances will more than one thousand one hundred ten (1,110) hours be paid.

B. For employees hired on or after January 1, 2015, the maximum sick leave conversion shall be twenty-five percent (25%) of their accumulation, not to exceed two hundred forty (240) hours paid.

A lump sum payment shall be calculated on the basis of the employee's base hourly rate multiplied by the number of sick leave hours for which he/she is to be paid. Such lump sum payment is to be made in full on the second pay in June and first pay in December of each year, provided that the employee has given the City six (6) months advance notice of the date of retirement (written).

Section 2. If the employee's separation from employment occurs for any reason other than retirement, the employee shall reimburse the Employer for all moneys received under this article within thirty (30) days. The employee authorizes the Employer to withhold any compensation or moneys owed to the Employer paid under this article.

Section 3. Employees who have retired and received lump sum payments for sick leave credit as outlined above, shall not, upon re-employment by the City, be eligible for sick leave reaccrediting.

Section 4. The death of an employee shall be treated as a retirement for the purpose of payment of sick leave lump sum amounts. The maximum payment shall be one thousand sixty (1,060) hours.

Section 5. Any sick leave taken for elective surgery or improper use of sick leave in the three (3) month period immediately preceding retirement shall be deducted hour-for-hour from the maximum sick leave payable under Article 31 upon retirement.

ARTICLE 32
SICK LEAVE BONUS

Section 1. Employees shall be granted eight (8) hours or ten (10) hours, as applicable, of time off or eight (8) or ten (10) hours, as applicable, of compensation at the employee's base rate of pay for every six (6) consecutive months of perfect attendance. Sick leave bonus time may be taken in one (1) hour increments.

Section 2. Injury on duty, death in immediate family, previously scheduled vacation or personal leave shall not be considered as a break in the six (6) consecutive month period in Section 1 of this article.

Section 3. The sick leave bonus day shall be taken within the six (6) months immediately following the date it is credited to the employee or it shall be forfeited.

ARTICLE 33
INJURED ON DUTY

Section 1. The employee shall be paid for the rest of the day on the date of the injury and those days going forward from the date of injury during the IOD period. There shall be no loss of benefits provided by the City or any applicable labor agreement during the leave.

Section 2. **Injury on Duty Leave.** When a bargaining unit employee is injured in the line of duty while actually working for the City, and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured on Duty leave (I.O.D), provided that he complete all of the steps required by the Employer to determine eligibility and otherwise adheres to any proscribed course of treatment/transitional work/light duty. The employee shall be paid for the rest of the day of injury and those days going forward from the injury date during the IOD period provided that he satisfies the eligibility requirements of Section 3.

Section 3. **Eligibility.** To be eligible for IOD the employee shall:

1. Submit a completed and signed internal incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts

surrounding the injury, and any other information supporting the granting of Injured On Duty Leave within twenty-four (24) hours of the incident.

2. Furnish the City with a signed City of Alliance Authorization(s) to Release Medical Information relevant to the claim.

3. File for Worker's Compensation medical benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.

4. Suffer lost time from employment for a period exceeding seven (7) consecutive days.

5. Provide a medical certification from a physician on the list of City approved providers opining that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, the recommended treatment, and the employee's inability to return to work as a result of the injury, along with an estimated date of return.

6. Participate in any light duty or transitional work program offered and made available by the Employer. Time spent on light duty or engaged in transitional work shall be counted against the maximum IOD entitlement.

Section 4. Procedure/Payment/Duration of Leave. Commencing with the date the injury is incurred, the employee shall be paid from accrued sick leave. If the employee is not able to return to work, due to the injury, on the eighth (8th) day of injury, payment shall commence from I.O.D. pay. If the individual is not able to return to work on the fourteenth (14th) day of injury, the sick time for the first seven (7) days shall be restored. If an employee has not accumulated forty (40) hours of sick leave and if the disability ends in less than fourteen (14) calendar days, the employee shall be paid sick leave during the first week of disability; however, the payment for that week shall be charged against future accrual of sick leave.

Each employee shall be entitled to a six (6) month period per injury on duty commencing with the date on which the injury occurs and expiring six (6) months thereafter. If an employee returns to work for any reason other than light duty, the balance of the six (6) months related to that specific injury shall be held in reserve for future aggravation or recurrence of that injury. Under no circumstances shall a new IOD entitlement be granted where the claim is based on an aggravation or reoccurrence.

Section 5. Disqualification/Denial of Claim/Reimbursement. Any employee found eligible to receive benefits or payments from the Public Employees Retirement System shall not be eligible to receive IOD benefits. Employees shall not be eligible for IOD unless the injury is of such severity as to require medical care. If, for any reason, the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, said IOD leave shall cease and the employee shall reimburse the City for any amounts paid pursuant to this section. The City may exercise its right to reimbursement through payroll deduction either in paid or accrued time. Any deduction by the Employer shall not exceed more than five percent (5%) of the employee's pay per pay period and shall be limited to the amount of benefit overpaid.

Section 6. Review of Claim. The City reserves the right to review the employee's status every fifteen (15) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the Employer during the leave.

Section 7. Concurrent FML/Exhaustion of Injury on Duty Benefits. Family and Medical Leave time is run concurrently with IOD benefits used for a qualifying condition. An employee that is no longer eligible for IOD benefits shall take his accrued sick, vacation, and personal time prior to applying for an unpaid leave of absence or unpaid Family and Medical Leave. This request must be in writing.

Section 8. Disability Separation. If the employee is unable to return to work or unwilling to return to work, the Employer will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation.

Section 9. False Claims/Abuse. The Employer reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, who abuses of the privilege covered in this article, or who works for another employer while on injury leave. Any such employee will also be subject to disciplinary action within two years of the discovery of the false claim or abuse. Examples of what might constitute "abuse" as used in this section include, but are not limited to, an employee's refusal to perform the duties associated with his/her transitional work/light duty assignment or failure to comply with the terms outlined in this agreement.

ARTICLE 34
VACATION

Section 1. It is the intent of the parties to prevail over R.C. 9.44. Employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of full-time service with the Employer as follows:

Employees hired full-time before January 1, 2015

Length of Full-time Service	Vacation
After completion of 1 year	10 days
After completion of 6 years	15 days
After completion of 12 years	20 days
After completion of 17 years.	25 days
After completion of 21 years	30 days

Employees hired on or after January 1, 2015

Length of Full-time Service	Vacation
After completion of 1 year	10 days
After completion of 6 years	15 days
After completion of 13 years	20 days
After completion of 20 years	25 days

An employee with less than one (1) year of service is not entitled to vacation credit, but is credited with the applicable amount of vacation leave on his first anniversary of employment.

Section 2. Full-time anniversary date, for the purpose of vacation, shall be used only to establish eligibility for the next highest vacation bracket. In order to receive the additional vacation, an employee must have, on his/her hire anniversary, completed the year specified in the vacation schedule. Vacation leave accrues while on vacation, paid military leave, and sick leave. No vacation is earned while an employee is in no-pay status. Prorated vacation credit is given for any part of a pay period.

Section 3. During the vacation herein provided for, full-time employees shall be entitled to full pay for such period at the employee's regular rate of compensation, for the number of hours the employee is regularly scheduled to work, e.g., eight (8) hours or ten (10) hours per day. An employee who leaves the employment of the City for any reason will receive pay at his base hourly rate for vacation that he/she may have been eligible for if not already taken at the time of termination. Vacation time must be used in full workday increments (e.g. 8 or 10 hours as applicable) except that in the last two (2) hours of a 10 hour shift the employee may use vacation leave in a one (1) hour increment provided the employee obtains approval from the Superintendent or his designee at the beginning of the work day; said approval shall be in the sole discretion of the Superintendent or his designee.

Section 4. Accumulation and Carry-Over. Vacation leave shall be taken by an employee in the year in which it was accrued and by the next anniversary date of employment. Vacation time under the provisions of this subsection may accumulate from one (1) year to another up to a maximum of thirty (30) days. Vacation time accrued over the maximum amount of thirty (30) days shall be forfeited. Absence on account of sickness, injury, or disability in excess of that authorized for such purpose, may at the request of the employee and within the discretion of the Department Head, be charged against vacation leave allowance, provided it has been requested in advance of days taken.

Section 5. Scheduling. No employee will be granted more than thirty (30) days actual vacation time in a calendar year off except when the employee retires or terminates his/her service with the City, or if approved by the Director. The Employer shall keep records of vacation leave allowance and shall schedule vacation leaves by departmental seniority. The Employer shall distribute a vacation calendar by December 1 of the year. Prior to December 31 employees may request dates for vacation during the following year (January 1 to December 31). Such request shall be honored on the basis of the employee's seniority with the Employer subject to workload requirements. Vacation requests submitted after December 31 shall be honored on a "first-come, first-served" basis at a time mutually agreeable to the employee and Employer. After December 31, vacations shall be granted to the employee with the greatest seniority only if two (2) or more employees request vacation leave for the same date(s) simultaneously and the Employer cannot grant vacation leave to all employees making the request.

Section 6. Any employee having service credit with the City of Alliance shall have this credit applied to his/her anniversary date for the purpose of vacation. The employee shall not receive the credit if he received payment for his unused vacation leave after his previous separation from the City.

Section 7. Conversion of Vacation into Pay. While the City encourages employees to take all available vacation time off, an employee with ten (10) years employment earning fifteen (15) or more days of vacation may elect, with the approval of the appropriate appointing authority and subject to the availability of funds, to be paid at his regular base rate for all but two (2) weeks (ten [10] days) of unused vacation each calendar year. Each employee must take at least one (1) week vacation per year after the first year of employment. The leave that is converted shall be that which is earned in the given year and payment shall be made by January 31 of the year following the leave being earned.

The amount of leave considered earnable salary shall be reduced by any leave utilized during the year for which it is being earned and no employee shall be permitted to receive payment for more vacation leave that he otherwise earns in a given year.

ARTICLE 35
HOLIDAYS

Section 1. Recognized Holidays. Employees shall receive compensation in pay or accumulative holiday time for the following legal holidays:

1. New Years Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day
11. Day after Thanksgiving
12. One (1) Personal Holiday consisting of eight (8) hours or ten (10) hours, as applicable.

Section 2. Holiday Pay/Time. Employees shall receive eight (8) or ten (10) hours, as applicable, of compensation in pay at their base hourly rate of pay for each holiday listed above. The Personal Holiday hours when taken as paid leave shall be used in a minimum one (1) hour increment. Personal Holiday hours may not be carried over to the next year.

Section 5. Holiday Pay/Time Eligibility. If an employee is absent the normally scheduled day preceding or following each holiday, the employee's holiday pay is forfeited. An employee must be credited with working a full eight or ten hour shift as applicable, when scheduled, preceding and following each holiday to qualify for holiday pay. Credited time for this holiday pay is defined as being at work or using any pre-approved leave (which includes "personal sick leave") except sick leave, or a combination of work and pre-approved leave.

Section 6. Rate of Pay for Holiday Work. In the event it becomes necessary for an employee to work on any holiday identified in Section 1, the employee is entitled to compensation as follows for all hours worked on the holiday at one and one-half (1.5) times the regular hourly rate.

ARTICLE 36
PERSONAL LEAVE

Section 1. An employee may use two (2) days, sixteen (16) hours, as applicable, of sick leave annually as personal leave. Except for emergencies, twenty-four (24) hours notice shall be given

for a personal leave request. A Personal Leave Request Form must be submitted to Management within said time limit.

ARTICLE 37
FUNERAL LEAVE

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

Section 2. In order to receive payment for a day's funeral leave, the employee must have been scheduled for work on the date or dates for which he requests payment, and if more than one (1) day is claimed (up to a maximum of three (3) days), must be continuous and occur within and/or include the date of the death and the date of the funeral.

Section 4. Immediate family for purposes of this article shall be defined as follows: mother, father, step-mother, step-father, spouse, mother-in-law, father-in-law, grandparent, children, grandchildren, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, foster children, step-children living in the home.

Section 5. The Safety-Service Director may authorize additional time off to be charged against the employee's sick leave, which shall not be unreasonably withheld, for an out-of-state funeral or special circumstances, such as the need to take of care of the business affairs of the deceased.

ARTICLE 38
JURY SERVICE

Section 1. An employee who is called for jury duty will be paid his/her regular straight time pay for the day, if it was a scheduled workday. The employee will give the City any jury duty pay received. Written confirmation from the court of your jury service is required. Employees are required to report to work during any scheduled work day in which their services as a juror do not require their presence in court or when they are excused with more than four (4) hours remaining in their work day.

ARTICLE 39
UNPAID LEAVE OF ABSENCE

Section 1. Application. An employee may apply for a personal leave of absence not to exceed one (1) year in length. The approval of both the Department Head and the Safety-Service Director must be obtained. Such requests for leave will be considered and may be granted for good cause if the employee's absence will not adversely affect efficient operation of the department. The authorization of an unpaid leave of absence is a matter of administrative discretion and will not be considered precedent for a grievance based on the denial of another leave of absence.

Section 2. Benefits. No benefits shall accrue to the employee while on an unpaid leave of absence.

Section 3. Medical Leave. When on such leave due to medical disability, the employee's medical insurance will be maintained by the City to the extent that such is required by the FMLA and the employee will continue to accrue seniority up to one (1) year for purpose of vacation and longevity which shall be applicable when the employee returns to the City. No seniority shall accrue if an individual is on a non-medical unpaid leave of absence.

ARTICLE 40
FAMILY AND MEDICAL LEAVE ACT

Section 1. Employees shall be eligible for Family and Medical Leave (FML) in accordance with the Employer's policy which shall be in compliance with federal law (i.e., Family and Medical Leave Act [FMLA]). Any period of leave (i.e., sick leave, vacation, etc.) due to a qualifying condition under the FMLA shall run concurrent with the employee's entitlement to leave under the Act.

ARTICLE 41
RESIDENCY

Section 1. Bargaining unit members must reside in Stark County or any adjacent county.

ARTICLE 42
ETHICS & INCOMPATIBLE EMPLOYMENT

Section 1. Gratuities/Ethics. No employee shall utilize his public position, equipment, office, or status as a City of Alliance employee for personal gain. No employee shall accept any gratuity, gift, or other valuable item for his personal use from another person, when such gifts are given with the expectation or understanding that the employee will attempt to secure for such person at the hands of the City better or more favorable treatment than that accorded other persons.

Section 2. Incompatible Employment. No employee shall engage in an occupation or outside activity which is incompatible with his employment by the City. Any employee engaging in any occupation or outside activity for compensation shall inform the Mayor of the time required and the nature of such activity in writing, and the Mayor shall determine whether or not such activity is compatible with City employment. Any occupation or outside activity which is subject to any form of inspection review, or approval on the part of any City Department, Board or Commission is considered to be a conflict of interest and this not compatible with employment by the City.

Section 3. Discipline. Any employee who violates the requirements of Sections 1 and 2 of this article shall be subject to discharge at the sole and exclusive discretion of the Employer.

ARTICLE 43
DRUG SCREENING

A. Drug screening tests may be given to employees to detect the use of illegal drugs or controlled chemical substances. Such testing may be done on a random basis for safety sensitive personnel and CDL holders and as part of reasonable suspicion testing for all employees. If the screening is positive, the employee may be ordered to undergo a confirmatory test which shall be administered by a medical laboratory qualified to administer such tests.

B. The bargaining unit member may have a second confirmatory test done at a lab of his choosing, at his expense, provided, however, such tests must be done by a laboratory testing all known drugs subject to abuse, have a sensitivity of at least sixty (60) per cent and a specificity of ninety-nine (99) per cent. This test shall be given the same weight as the two previous tests.

C. If both the screening and the confirmatory tests are positive, the City may require the bargaining unit member to participate in a rehabilitation or detoxification program which is covered by the bargaining unit member's health insurance program. A bargaining unit member who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the detoxification program. If no such leave credits are available, such bargaining unit member shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the bargaining unit member is no longer using illegal drugs or abusing controlled substances, the bargaining unit member shall be returned to his position. Such bargaining unit member may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return. Any bargaining unit member in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

D. If the bargaining unit member refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such bargaining unit member shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City.

E. For the purpose of this article, "periodic" shall mean not more than one time per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use and a bargaining unit member may be tested more frequently during one (1) year period after his return from a rehabilitation or detoxification program.

F. For the purposes of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the physical examinations/drug screen testing provided for in this article. Except as

otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the bargaining unit member, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the bargaining unit member.

G. If a bargaining unit member is indicted in connection with drug use or abuse, and is not disciplined or discharged by the employer, the bargaining unit member shall be placed on a leave of absence without pay until resolution of the court proceedings. A bargaining unit member may use accrued vacation or holiday time during such leave. A bargaining unit member found guilty by a court of competent jurisdiction shall be summarily discharged. A bargaining unit member found innocent of the charges shall be paid for all straight time hours and shall have any vacation or holiday time, which was used during such leave, restored to his credit. The bargaining unit member's health insurance premiums will be paid during the leave of absence.

H. Notification of Prescription Medications/Narcotics. All personnel operating motor vehicles in the course of their employment with the City, holding CDLs, or occupying safety sensitive positions are required to notify the applicable Department Head and Safety-Service Director when under a course of treatment that includes prescription narcotics so that a review of the employee's essential job functions and the impact, if any, of those prescription narcotics can be made. Such information shall be considered confidential and not subject to disclosure except to the Medical Review Officer who shall evaluate the employee's ability to safely perform the essential functions of his position in light of the prescription medication. The Medical Review Office shall be a physician designated by the City and having expertise in occupational medicine.

I. Elevated Testing & Prescription Medications. Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the NIDA established levels in these substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this policy if the level reflects the dosage regimen. However, where the level is above the NIDA level and inconsistent with the dosage schedule the employee shall be subject to discipline as a positive test.

J. Reasonable Suspicion Testing: All employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with long or short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Adequate documentation of unsatisfactory work performance or on-the-job behavior.

2. Physical signs and symptoms consistent with prohibited substance abuse or alcohol misuse such as slurred speech and body odors.

3. Evidence of manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or prohibited substances.

4. Occurrence of a serious or potentially serious accident that may have been caused by human error.

5. Fights (to mean physical contact), assaults, and flagrant disregard or violation of established safety, security, or other operating procedure.

6. Argumentative, cantankerous behavior.

Reasonable suspicion referrals will be made by a supervisor (two [2] when practical) who detects the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or alcohol misuse.

Post-Accident and Post-Injury Testing: All employees will be required to undergo urine and breath testing if they are involved in an accident with a City vehicle or injured in the course of their employment. This includes all employees that are on duty in the vehicles and any other whose performance could have contributed to the accident or injury.

Following an accident or injury, the employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any employee involved in an accident or injury shall remain in paid status and must refrain from alcohol use for eight (8) hours following the accident/injury or until he/she undergoes a post-accident/injury alcohol test. Any employee who is involved in an accident or is injured and fails to immediately report the accident or injury without justifiable explanation will be considered to have refused the test and their employment may be terminated.

Return-to-Duty Testing: All employees who previously tested positive on a drug or alcohol test must test negative (below 0.02 for alcohol) and be evaluated and released to duty by a substance abuse professional before returning to work.

Follow-up Testing: Employees will be required to undergo frequent unannounced random urine and/or breath testing following their return to duty after a positive test result. The follow-up testing will be performed for a period of one (1) to five (5) years with a minimum of six (6) tests to be performed the first year.

ARTICLE 44
CERTIFICATION REQUIREMENT

Section 1. New employees shall obtain Class I Operator License certification within thirty (30) months of the original date of hire of each new employee. This minimum licensing requirement shall be necessary for continued employment at the Alliance Water/Sewer Distribution. If the

employee fails to obtain the Class I Operator License from the Ohio EPA for his position, the employee shall be dismissed. An employee taking an EPA licensure examination during his scheduled work shift shall be paid for the necessary time spent taking the exam and travelling to and from the exam site but only to the extent this occurs during the employees' regular work hours.

Section 2. The City may waive the foregoing time requirements if, at the City's sole discretion, it appears that an employee is likely to pass the certification examination the next time that the employee is eligible to sit for the examination and the employee is satisfactory in matters of performance, attendance, and comportment. Should the City waive the time requirements, the employee must sit for and pass the next examination. Failure to take or pass the examination will result in termination.

Section 3. Reimbursement of Exam Fees. Employees may receive a one-time reimbursement of five-hundred dollars ($500.00) for expenses involved with taking EPA exams. To receive this lump sum an employee must present evidence of having successfully taken an EPA exam since the effective date of this contract. Each employee may only collect this reimbursement one time in his career, and the City shall have no further financial obligations to its employees as relates to expenses associated with attempting this exam, even in those instances where becoming certified has been made mandatory.

Section 4. Renewal Fees. The City will continue to pay the renewal fee for licenses (EPA and CDL). For CDL's the City will only pay the difference between a CDL and a normal operator's license.

Section 5. The City will provide an opportunity for needed contact hours each year to meet Ohio Environmental Protection Agency continuing education requirements for the license(s) applicable to their job classification. Employees who do not take advantage of the sessions offered must obtain the needed hours independently.

The City will bear the cost for the fees for each offering, and will provide for transportation where needed. The City will pay regular wages for employees participating in offered contact hours during their regularly scheduled hours. Employees participating in offered contact hours who are not working their regularly scheduled hours will be paid at straight time rate for the time spent in contact hours.

Section 6. CDL Physical. The City will pay for any physical examination required by any applicable Federal or state statute to maintain a C.D.L. license.

Section 7. CDL Endorsement. All bargaining unit employees must obtain a minimum Class B CDL driver's license, with air brakes endorsement, and maintain this license throughout his/her employment. New employees must obtain this license within one hundred eighty (180) days of employment. Employees employed by the City as of January 1, 2014, shall maintain the CDL license class they possess as of January 1, 2014. These timeframes will be extended in the event of equipment unavailability. The City will reimburse employees for the fee of the permit package and for taking the driving test one (1) time.

ARTICLE 45
SAFETY AND HEALTH

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

Section 2. The City shall make every reasonable effort to comply with applicable safety and health laws, rules and regulations. Employees accept the responsibility to operate and work with the Employer's tools, equipment, and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer.

Section 3. The City shall provide protective devices and other equipment which it deems necessary to protect employees from accidents and health hazards. The employees agree to wear all protective equipment so provided and the Association agrees to assist the City in obtaining voluntary compliance by employees. Refusal to wear protective equipment shall subject an employee to disciplinary action.

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

Section 5. Complaints involving unsafe equipment or conditions should be reported by the employee to his immediate supervisor. The supervisor shall examine the piece of equipment and, if he/she determines it to be unsafe for operation, shall not permit the equipment to be operated and so mark the keys to said equipment. Employees shall not be required to operate equipment until it is fixed. If the supervisor does not agree that the equipment is unsafe, the employee may process a complaint through the grievance procedure or call for an appropriate Association officer to resolve the issue. Grievances filed pursuant to this article shall not be arbitrable.

Section 6. The City shall provide protection, to the extent that is specified in the City's liability coverage, for all Bargaining Agreement employees for liabilities arising from their employment, in the form of liability insurance, or in another manner at no cost to the employee (up to the limits of the insurance coverage). The City also shall provide all reasonable legal counsel, to the extent that is specified in the City's liability coverage, without cost to the employee or the Association.

Section 7. Safety Provisions.

A. The City shall provide for the personal safety and protection of each bargaining unit employee the following, which must meet or exceed OSHA standards:

1. Two full sets of Carhartts (see B below)
2. Two insulated hard hat liners
3. One hard hat
4. One pair clear safety glasses
5. One pair tinted safety glasses

6. Ear protection
7. Two pair cloth gloves
8. Two pair insulated leather gloves (firefighters type or equivalent)
9. One pair insulated rubber gloves
10. One pair non-insulated rubber gloves (sewer jet)
11. One pair leather palmed work gloves
12. One pair over-the-boot, below the knee rubber boots
13. One pair hip boots (fireman type)
14. Hepatitis-B vaccination including pre and post blood screening/analysis (upon request)

B. Full set of Carhartts consisting of black lined bibs, black lined coat, and black lined hood. All items must be Carhartt brand. Black lined coveralls may be substituted for black lined bibs and black lined coat. Lighter weight items may be substituted at employee's request.

C. Safety items are not limited to the list in Section A. The City will supply any additional safety items required on a job-by-job basis.

D. Employees have the right to refuse any item on above list.

E. The City has the right to place an identifying mark on any item issued to an employee.

F. The City shall be responsible for the immediate replacement of all items in Section A unless item is damaged or lost due to negligence by the employee, then the employee shall be responsible for its replacement. When possible employees shall return damaged and worn items to be replaced.

ARTICLE 46
DURATION

This agreement shall be effective from January 1, 2014, through December 31, 2016, unless either party gives timely written notice to the other of its intent to commence negotiations. Notice shall be given no sooner than (90) days prior to the expiration of the agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 5 day of November, 2014.

For the City of Alliance

Dr. Alan Andreani, Mayor

Michael Dreger, Safety/Service Director

Kevin Knowles, Auditor

Matthew B. Baker, Labor Consultant
Clemans, Nelson & Associates, Inc.

For the FOP/OLC

WSDEA Local Representative

WSDEA Local Representative

WSDEA Local Representative

APPENDIX A
HEALTH INSURANCE BENEFITS

Pending the creation of the City Health Insurance Committee and the participation by a majority of the City Bargaining Units in that committee, the Employer shall continue coverage at these benefit levels. The coverage(s) shall have non-integrated deductibles, NETWORK and NON-NETWORK.

MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION COVERAGES		
AULTCARE or A NETWORK WITH EQUIVALENT COVERAGE		
ITEM	NETWORK	NON-NETWORK
Deductibles	Individual $250 Family $500	Individual $500 Family $1000
Maximum Out-of-Pocket Coinsurance Amount Per Calendar Year	Individual $500 Family $1000	Individual $1000 Family $2000
Hospital Expense	90%	70% of R & C
Outpatient Services	90%	70% of R & C
Physician Services (e.g. Office Services)	$15.00 Co-Pay	70% after Deductible
Prescription Drugs All Within Network Up to 30 Day Supply	• Generic = $8 Co-Pay • Preferred Brand or Formulary = $15 Co-Pay • Non-Preferred Brand or Non-Formulary = $25 Co-Pay	Not Available
Mail Order Prescription Drugs All Within Network and Up to 90 Day Supply	Two Co-pays for Up to a 90 Day Supply (i.e. 2 for 3) All Within Network	

APPENDIX B
SIDE LETTER
LUMP SUM PAYMENT

Within thirty (30) days of the execution of the execution of this agreement, all bargaining unit members employed as of the ratification date of the agreement shall receive a lump sum payment of seven hundred fifty dollars ($750.00).

APPENDIX C
AGREEMENT ON INCREASE TO UNIFORM ALLOWANCE

It is understood that during the negotiations for the Collective Bargaining Agreement with the effective dates of Jan. 1, 2014 to December 31, 2016 the Employer and the Union agreed that Article 35 – Donating Blood, shall be removed from the Collective Bargaining Agreement. In exchange, the Employer has agreed to an increase in the Uniform Allowance of $100.00 which is included in the Uniform allowance negotiated for this Collective Bargaining Agreement.