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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NORTON

AND

AFSCME OHIO COUNCIL 8

AND

LOCAL 265, NORTON CHAPTER, OFFICE AND CLERICAL UNIT

EFFECTIVE: JANUARY 1, 2013

EXPIRES: DECEMBER 31, 2013

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ARTICLE 1 - PURPOSE

This Agreement, entered into between the City of Norton, (hereinafter referred to as the Employer), and Local 265, Norton Chapter-Clerical Unit and Ohio Council 8, both of the American Federation of State, County and Municipal Employees Union, AFL-CIO, (hereinafter referred to as the Union.)

WHEREAS, this Agreement has as its purpose to provide a peaceful adjustment of differences between the parties, to promote the interest of the employees and to set forth herewith terms and conditions of employment, rates of pay, hours of work and for employees covered by this Agreement.

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

ARTICLE 2 - RECOGNITION

Section 1.

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of employees of the City of Norton Clerical Unit for the purpose of collective bargaining in matters relating to wages, hours, benefits, terms and all conditions of employment in the certified Bargaining Unit as follows:

INCLUDED:

All employees of the City of Norton, including Community Development Coordinator, Building Inspector, Assistant Clerk of Council, Secretary I and II, Account Clerk I, II and III, Clerk and Office Manager.

EXCLUDED:

All management level employees, professional employees, confidential employees, students, members of the police and fire departments, dispatchers, supervisors as defined in the Act, seasonal and casual employees defined by the State Employment Relations Board, the Director of Community Development, Superintendent of Building Inspection, Finance Director, Law Director, Prosecutor, Magistrate, Director of Safety, Service and Personnel, Superintendent of Public Service, Clerk of Council, Clerk of Courts, and all employee represented by an employee organization in another Bargaining Unit on August 1, 1993.

Section 2.

The Employer shall notify the Union within ten (10) days of the establishment of any newly created Bargaining Unit job classification and the parties shall meet for the purpose of negotiating a wage rate. In the event agreement is not reached within thirty (30) days, the unresolved issues may be submitted to arbitration in accordance with the provisions of this

Agreement.

Section 3.

Employees who are excluded from the Bargaining Unit shall not perform the work routinely performed by Bargaining Unit employees, except to assist, train or help a unit employee. Performance of any Bargaining Unit work by an excluded employee, which is diminutive and does not harm a unit employee, shall not be considered a violation of this clause. Employees excluded from the Bargaining Unit shall not be used for the purposes of depleting or eroding the Bargaining Unit or to deny Bargaining Unit employees benefits as provided under this Agreement.

ARTICLE 3 - NON-DISCRIMINATION

Section 1.

The Employer and the Union agree not to discriminate against any employee or applicant for employment because of age, race, sex, color, creed, national origin, marital status, sexual preference, political affiliation, political activity, or persons with qualified disabilities.

Section 2.

The Employer recognizes the right of all employees to be free to become a Union member and to participate in Union activities. Therefore, the Employer agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee because of Union membership or because of Union activity.

Section 3.

Wherever the male pronoun or adjective is used herein, the female is also intended unless otherwise indicated.

ARTICLE 4 - UNION SECURITY

Section 1.

The Employer agrees to deduct Union dues, initiation fees, and assessments from the pay of employees within the unit upon receipt of a voluntary written authorization executed on an Authorization for Check off of Dues Form provided for that purpose. The Union shall notify the Employer of the amounts to be deducted.

Section 2.

Deductions will be made from the pay of employees each pay period. Should deductions not be made in such pay period, a double deduction shall be made in the next deduction period. Dues in arrears shall continue until the employee is current.

Section 3.

The Employer's obligation to make such deductions shall terminate automatically upon

termination of the employment of the employee who signed the authorization or upon his transfer to a job with the Employer not covered by this Agreement, or upon his layoff from work or upon his absence due to an unpaid approved leave. Such deduction shall be resumed if an employee who is on layoff status is recalled, or an employee who is on an approved unpaid leave of absence returns to work, or an employee transferred to a job not covered by this Agreement is later transferred to a job covered by this Agreement or a job to which an employee has been transferred becomes covered by this Agreement.

Section 4.

Deductions provided in this Article shall be transmitted to the Comptroller of Ohio Council 8 no later than the tenth day following the pay dues are deducted. The Employer will furnish together with its check for union dues the following two lists:

- A. An alphabetical list by job classification of all employees whose dues have been deducted showing the deductions and the employee's and current address.
- B. An alphabetical list by job classification of all employees who were dropped from the previous check off list and the reason each was dropped.

A copy of these lists shall be submitted to the Ohio Council 8 Akron Regional office and the Local Union at the same time.

Section 5.

All employees of the Bargaining Unit, as identified in Article 2 of this Agreement, shall pay a service fee (Fair Share Fee) to AFSCME in an amount not to exceed the annual dues for membership in AFSCME as a condition of employment, all in accordance with the Ohio Revised Code, Section 4117.09.

Section 6.

The Employer agrees to deduct voluntary contributions to "Public Employees Organized for Political Activity" (PEOPLE). Deductions shall be submitted to the Union pursuant to the authorization card attached hereto as "Appendix B", no later than the tenth (10th) day following deductions. The Union shall be furnished with an alphabetical listing of employees having political deductions made at the time contributions are submitted to the union.

ARTICLE 5 - UNION ACTIVITY & REPRESENTATION

Section 1.

Accredited representatives of AFSCME Ohio Council 8 shall have access to the Employer's facilities for the purpose of investigating grievances, meeting with local Union representatives and/or Employer representatives, and employees concerning matters covered by terms of this Agreement.

Section 2.

The Union Representative(s) must give the Employer reasonable prior notification and not interfere with employees during working time, except as authorized by the Employer.

Section 3.

The Employer shall provide a bulletin board for use solely by the Union, which shall be located in City Hall. The bulletin board shall be used for posting Union literature and Union information.

Section 4.

In addition to the Chapter Chairperson or his/her designee, the employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances under the Grievance and Arbitration Procedure of this agreement, shall be known as Stewards and each Steward shall be permitted an alternate Steward who shall be recognized and be permitted to act as steward only when the regular Steward is absent from work.

Section 5. Stewards

Stewards, representatives and/or the Chapter Chairperson of the Union shall be permitted reasonable time to investigate and process grievances and represent employees in meetings or disciplinary actions during working hours without loss of pay with prior approval of their immediate supervisor. The Employer shall not arbitrarily deny any representatives time off for these purposes.

Section 6. Union Orientation

The Chapter Chairperson, Local Union President and/or a Representative of Ohio Council 8 shall be permitted to meet with newly hired employees during the first week of their probationary period to review Union matters and benefits of the contract.

Section 7. Notification of Union Representatives

The Union shall notify the Employer of the names of Union officers and Stewards. The Union will also notify the Employer of any changes that take place.

ARTICLE 6 - CORRECTIVE ACTION

Section 1. Employees Covered By Procedure

This procedure shall apply to all non-probationary Bargaining Unit Employees.

Section 2. Just Cause

Discipline, including reprimands, shall be imposed only for just cause.

Section 3. Suspension Pending Investigation.

An Employee may be suspended with pay at any time during the disciplinary procedure at the sole discretion of the Employer.

Section 4. Notice of Pending Disciplinary Action

The specific act(s) for which discipline is being considered and/or imposed shall be specified in writing in the Notice of Discipline to the employee. The Notice shall contain a reference to dates, times and places if possible. Where the Employer seeks as a penalty the imposition of a suspension without pay, demotion, reduction in rank and/or termination, the Notice of Discipline shall be served on the Employee a minimum of seven (7) working days prior to the pre-disciplinary hearing. Said Notice shall be accompanied by a written statement that includes:

- A. the date and time of the pre-disciplinary meeting;
- B. the Employee has a right to object by filing a grievance within seven (7) working days of receipt of the Notice of Pending Disciplinary Action;
- C. the grievance procedure provides for a hearing by an independent arbitrator as its final step; and,
- D. the Employee is entitled to representation as provided in Section 5 (A).

Section 5. Rights During Disciplinary Actions

Employees have the following rights when involved in discipline:

- A. Representation. An Employee shall be entitled to representation by a Union representative or an attorney, at the Employee's expense, at any time after the Employee receives the Notice of Pending Disciplinary Action. If the Employee chooses to decline Union representation, the Employee shall execute a "Waiver of Representative" form found at Appendix A of the Agreement and the Employer shall forward such form to the Union. The Union shall retain the right to be present at any disciplinary hearings notwithstanding a "Waiver of Representation" form.
- B. Criminal Investigation If an Employee is questioned as a suspect in any investigation of a known pending criminal charge, such Employee shall be advised of the appropriate constitutional rights prior to questioning.
- C. Recording Devices No recording device, stenographic or other record shall be used during questioning unless the Employee is advised in advance. If the questioning is recorded, the Employee may request a transcript.

Section 6. Employee's Response

If an Employee receives the Notice provided in Section 4, such employee shall have five (5) working days to respond to such allegations if the Employee so chooses. The employee may waive this right to respond, in writing.

Section 7. Notice of Disciplinary Action.

Upon the conclusion of the meeting, if the Employer believes that just cause exists, discipline shall be imposed. The affected Employee shall be notified in writing of the discipline. The Employee may file a grievance at Step 2 of the grievance procedure within (7) working days following the day the Employee receives the Notice of Disciplinary Action. Nothing contained herein shall prohibit the Employer and the Employee from mutually agreeing to informally meet to attempt to resolve the issue during the (7) day period described herein. A suspension without pay and/or termination of an Employee shall only be imposed concurrent with or subsequent to the Employer's decision at Step 2 of the grievance procedure.

Section 8. Resignation

An Employee may resign at any time following the receipt of the Notice of Pending Disciplinary Action provided in Section 4. Any such resignation will be processed in accordance with the Employer's Rules and Regulations, and the Employee's employment shall be terminated.

Section 9. Failure to Appeal

Failure to file a Step 2 grievance within the above time limit shall be construed as an agreement to the disciplinary action by the affected Employee and the Union. All subsequent appeal rights shall be deemed waived.

Section 10. Settlement

A disciplinary matter may be settled at any time. The terms of the settlement shall be construed as an agreement to the disciplinary action by the affected Employee and the Union. All subsequent appeal rights shall be deemed waived.

Section 11. Civilian Complaints

Complaints of a non-criminal nature which are made about an Employee, either orally or in writing, shall be handled by the Supervisor, or his designee with thirty (30) days of such complaint. Failure to comply within the prescribed time will cause the complaint to be null and void. If the complaint against the Employee is unfounded or if he is found innocent at a formal or informal hearing nothing will be placed in the Employee's personnel file. Anything pertaining to the complaint that is already in the employee's file shall be removed and not referred to.

Section 12. Records of Discipline

Records of disciplinary action shall cease to have force and effect to be considered in future disciplinary matters after a 12-month period, provided in all instances that there has been no intervening disciplinary action during such period.

ARTICLE 7 - CLERICAL GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition

Should any dispute or grievance arise between the Employer and the Union, regarding the interpretation of and/or application of, or compliance with, any provision of this Agreement,

including disciplinary action, such grievance shall be processed as described below.

The Procedures provided for herein provide for a final and binding arbitration of grievances. Therefore, pursuant to ORC 4117.10(A), the City of Norton, Bargaining Unit Employees and AFSCME recognize that any and all disputes arising out of the application and interpretation of this Agreement, including discipline, shall be resolved solely by this Agreement's Grievance and Arbitration Procedures. Neither the State Personnel Board of Review nor the City of Norton's Civil Service Commission has jurisdiction to receive and determine any appeals relating to matters subject to this Agreement's final and binding arbitration procedure.

Section 2. Time Limits and Disposition of Grievances

The time limits provided for in this Article may be extended by mutual agreement of the Employer and the Union. "Working days" as used in this Article shall not include Saturdays, Sundays, or Holidays. Any grievance not presented within the time limits of any step shall not thereafter be considered a grievance under this Agreement. Failure to provide a timely answer under any Step of the Grievance Procedure shall entitle the employee or the Union to proceed to the next step. Any disposition of a grievance between the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union and the employee(s) involved. The Union shall have the right to withdraw any grievances from the Grievance Procedure, and the withdrawal of any grievances shall not be prejudicial to the positions taken by the Parties as they relate to that grievance or any other grievances.

Section 3. Payment for Attendance at Grievance/Arbitration Proceedings

Employee Union witnesses, the grievant and employee Union representatives shall not lose pay for attendance during grievance or arbitration proceedings.

Section 4. Bargaining Unit Wide Grievances

A grievance which affects all or a substantial group of Bargaining Unit employees and arising from the same event or set of facts, may initially be presented by the Union at Step 2 (Administrative Officer Step) of the Grievance Procedure.

Section 5. Disciplinary Grievances

Grievances involving the discipline, suspension, or discharge of an employee, or any other running-back-pay liability case, may be brought initially at Step 2 (Administrative Officer Step) of the Grievance Procedure.

Section 6. Grievance Procedure Steps

Step 1 - Department Head

An employee who has a grievance will take it up orally with his/her Department Head with his/her steward present within five (5) working days of the event involved. The Department Head shall answer the employee's grievance within five (5) working days after the grievance is presented to him/her. A steward

having an individual grievance in connection with his/her own work may ask for the Chapter Chairperson or his/her designee to assist him in adjusting the grievance with his Department Head.

Step 2 - Administrative Officer

If the grievance is not satisfactorily settled at Step 1, the grievant may, five (5) working days after receipt of this Step 1 answer, have his/her grievance reduced to writing and filed by the Union with the Administrative Officer on a Grievance Form setting forth the details of the grievance (namely, the facts upon which it is based, the time of occurrence, the relief or remedy requested, and the section or sections of this Agreement alleged to have been violated). The Grievance shall be dated and signed by the employee and the Union representative. The Administrative Officer shall schedule a meeting with the Chapter Chairperson or his/her designee and Union Steward, together with the employees Department Head, to review the matter within five (5) working days after the grievance has been filed. The Administrative Officer shall provide a written answer to the Chapter Chairperson or his/her designee and Union Steward, with a copy sent to the aggrieved employee within ten (10) working days after such meeting. The AFSCME Ohio Council 8 Regional Director or members of the Regional Director's staff may attend any Step 2 meeting. A copy of the answer shall also be submitted to AFSCME Ohio Council 8 within ten (10) working days after such Step 2 meeting.

Step 3 - Arbitration

If the grievance is not satisfactorily resolved at Step 2, the Union may submit the issue to Arbitration in accordance with Section 7 of this Article.

Section 7. Arbitration Procedure

Should any grievance not be settled satisfactorily at the second step, the Union may, within thirty (30) working days of the receipt of the second step answer, submit a request for arbitration to the Employer. The parties shall meet, within (30) working days of receipt of said request for arbitration for the purpose of selecting the arbitrator from the permanent Panel of Arbitrators. The parties shall select from said list by the alternate strike method until one name remains. This individual shall become the arbitrator.

- A. The following individuals shall be the parties' permanent panel of arbitrators: 1) Dennis Byrne, Ph.D., 2) Dana Castle, Esq., 3) Joseph Gardner, Esq., 4) Michael D. McDowell, 5) William J. Miller, Esq., 6) David Pincus, Ph.D., and 7) Robert Stein, M.A.
- B. Should any of the above Arbitrators retire or otherwise leave the profession, the Parties will insert Gregory Van Pelt into their panel.

Section 8. Arbitration Guidelines

The fees and expenses of the arbitrator shall be borne equally by both parties. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The arbitrator shall not have the power to add to, subtract from, or modify any terms or conditions of this agreement. All decisions of the arbitrators consistent with their jurisdiction, power and authority set forth herein, and all pre-arbitration grievance settlements reached by the Employer and Union shall be final, conclusive and binding on the Employer, the Union and the employees. The arbitrator shall render a written decision to the parties within thirty (30) working days of the close of the hearing.

Section 9. Grievance Mediation

The parties may mutually agree to pursue mediation of a grievance in accordance with the Rules of the Federal Mediation and Conciliation Service within fourteen (14) working days of receipt of the second step answer, prior to written notification by the Union to the Employer of the Union's intent to arbitrate. If mediation is utilized, the Union need not submit a notice of intent to arbitrate until ten (10) working days after the conclusion of the mediation.

ARTICLE 8 - PROBATIONARY PERIOD

Section 1.

Newly hired employees shall be considered on probation for a period of 6 months.

Section 2.

Promotion probationary period shall be three months (3) with forty-five (45) days for the employee to return to his or her previous job. Promotion probationary periods may, however, be extended due to absences in excess of five (5) workdays by the number of days missed.

Section 3.

The Employer will furnish the Union a list of new Bargaining Unit hires showing name, address, and date of hire, social security number, starting rate, department and classification within one (1) week of this hiring. The Employer shall also furnish this same information to the Union within one (1) week of the event, for employees who have completed this probationary period, been terminated, promoted or transferred.

ARTICLE 9 - SENIORITY

Section 1. Definition

Seniority is an employee's uninterrupted length of continuous service with the Employer including any approved leaves of absence. Newly hired probationary employees who have completed their probationary period shall be entered on the seniority list, with seniority retroactive to date of hire.

Section 2. Seniority Posting

The Employer shall post a copy of the seniority list showing the seniority of each employee listed by job classification and department on the Employer's bulletin board. The seniority list shall be reviewed or updated whenever necessary, with copies being furnished to the Union at such time.

Section 3. Loss of Seniority

An employee shall lose all seniority rights for any one or more of the following reasons:

- A. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
- B. Voluntary resignation.
- C. Discharge for cause when such discharge is not reversed by way of a grievance and/or arbitration process.
- D. Failure to return at the end of an authorized leave of absence.
- E. No call/no show for three (3) consecutive work days unless the employee is medically incapacitated and unable to make the call.
- F. Continuous layoff of three (3) years.
- G. Engages in any gainful employment while on an approved leave of absence.

Section 4.

An employee who leaves the Bargaining Unit into a non-Bargaining Unit position shall lose all seniority at the conclusion of the employee's probationary period in this non-Bargaining Unit position. If such employee returns to the Bargaining Unit before the conclusion of the employee's probationary period.

In this non-Bargaining Unit position, seniority shall be reinstated from the point of this promotion.

Section 5.

Employees of the Employer who are employed in classifications outside the Bargaining Unit, who become employed in Bargaining Unit covered classifications, shall be considered as a new employee for purposes of seniority under provisions of this agreement. However, such employee shall receive credit for accumulated Sick Leave, Vacations, Retirement or other type benefits that are accrued.

Section 6.

In the event two Employees share the same hire date, a coin toss will determine their seniority.

ARTICLE 10 - LAYOFF AND RECALL

Section 1. Layoff Notice

Reasons for layoff shall be for lack of work or lack of funds. Should layoff become necessary, the Union and the Employer shall meet to discuss alternatives to layoff. Whenever it becomes necessary to reduce the work force, the Employer shall layoff in the following manner:

- A. Any temporary, casual or seasonal employees within the department and classification shall be first to be laid off.
- B. Any probationary employees within the department and classification shall be the next to be laid off.
- C. Any part-time employees within the department and classification shall be next to be laid off.
- D. Next to be laid off will be full-time employees, starting with employees with the least seniority, within the classification affected.

Section 2.

To avoid layoff, an employee may elect to bump an employee with less seniority within the Bargaining Unit, provided the employee has the skill and ability to perform the duties and functions of the classification into which the employee elects to bump. The employee who elects to bump under this provision shall receive the pay rate for the classification into which the employee elects to bump.

Section 3.

The Employer will provide thirty (30) days advance notice of a layoff to those employees affected by the layoff. Any such notice shall be provided simultaneously to the Union. Such notice shall contain effective date of layoff and reason for layoff.

Section 4.

Employees shall have two (2) working days from receipt of notice of layoff to inform the Employer, in writing, of their election under Section 2. The Employer shall have two (2) working days to confirm or deny the employee's option to bump in conformance with Section 2 of this Article.

Section 5.

An employee shall have the option of either accepting work in any classification into which the employee can bump or accepting the layoff at the employee's discretion.

Section 6.

The Employer or its representatives will not challenge an employee's right to unemployment

compensation who chooses to take a layoff rather than bump, unless the employee refuses a recall to a Bargaining Unit position in the classification from which the employee was originally laid off.

Section 7.

In the event of layoff, such layoff shall not occur until after all bump and layoff options have been exercised and completed.

Section 8.

No new employees in the Bargaining Unit job classification shall be hired, nor shall any promotions be made until all employees on layoff status have been recalled or offered the vacant position, within the classification series, pursuant to Section 11 of this Article.

Section 9.

Employees on layoff shall be notified of openings occurring under Article 11 in classifications other than the classification from which the employees was laid off, and shall have the right to submit a bid pursuant to Article 11.

Section 10.

The Union Chapter Chairperson and Stewards shall remain at the top of seniority lists for layoff and recall purposes. Such Union representatives shall have "Super Seniority" in the appropriate bargaining unit. Such Union representatives shall be designated in writing to the Administrative Officer.

Section 11. Recall

- A. Recall of employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be first by telephone (to be confirmed the same day by certified mail.).
- B. An employee shall have recall rights for three (3) years.
- C. Employees must provide the Employer with current contact information to include address and phone number.

ARTICLE 11 - PROMOTION/TRANSFERS/TEMPORARY TRANSFERS

Section 1. Job Postings

Where there is a vacancy in an existing job, or a new job within the Bargaining Unit, employees desiring to bid on such job may do so as follows:

- A. Notice of vacancy or new job shall be posted on all Union bulletin boards for five (5) working days from the date the job opening has been posted.

- B. Open vacancies or new jobs being posted shall indicate the classification, rate of pay, department and duties of said position. The Employer will provide the Union with a copy of the posting.
- C. During this five-(5) day period, employees who wish to apply for posted opening may do so by submitting a bid application. The bid application must be in writing, signed by employee(s), dated and be submitted to the Administrative Officer. Applications used for this purpose shall be provided by the Employer. The Employer shall provide the Union with completed bid applications.
- D. If there is no qualified bidder, the Employer may fill the vacancy by hiring a new employee.
- E. The Employer will provide each employee who bids on the posted position and was not selected, a written notification within two (2) working days subsequent to the selection, listing the reasons why such employee was not selected for the posted position.

Section 2. Promotional Selection

- A. The Employer shall award the position to the most qualified applicant, within five (5) working days. Qualifications and experience will be the criteria used to make this determination. In cases where the qualifications and experience of the applicants are relatively equal, seniority shall be the determining factor in the selection of the candidate to fill the position. The burden shall be on the candidate contesting the promotion to demonstrate that he/she possess greater skills and ability than the other candidate who was awarded the position. If the Employer determines, in its sole discretion, that there is no qualified bidder, the Employer may fill the position pursuant to its management prerogative pursuant to R.C. § 4117.08(C)(5).
- B. An employee who is promoted shall serve a probationary period pursuant to Article 8, Section 2.
- C. The Employer will provide a notice to the Union showing the name of the employee, seniority date and classification, that was selected to fill the position, or that no employee was selected to fill the position. This notice shall be provided to the Union within two (2) working days subsequent to the decision to select or not to select an employee.

Section 3. Lateral Transfer Requests

- A. The Employer shall transfer applicants with the most seniority to fill the openings, provided the applicant has the skill and ability to perform the job, prior to the job being filled through a bid. In the event there are no lateral transfer requests made during the posting period, such job shall be filled in accordance with Section 1(B) of this article. The employee and Union shall receive a copy of the lateral request.

- B. A lateral transfer would include a transfer within the same classification; a transfer to a different classification at the same rate of pay; a transfer to a lower classification at a lower rate of pay.
- C. Requests made for lateral transfer must be made by the employees during the first three (3) working days of the posting period.

Section 4. Temporary Transfers

- A. In connection with the efficient operation of the Employer, the Employer has the right to temporarily transfer an employee to a different classification to fill in for vacations, to fill in for sick leave, or for emergencies. Such transfers shall not exceed thirty (30) days unless mutually agreed to between the Union and Employer.
- B. An employee transferred to a lower paying classification shall receive his regular rate of pay for the duration of the temporary transfer.
- C. An employee transferred to a higher paying classification shall be paid at the higher rate of pay for the duration of the transfer.
- D. Temporary transfers shall not be used to avoid the employer's obligation to employees under this agreement. A position that is filled by temporary transfer for a thirty (30) day period shall then be filled as pursuant to Section 1 of this Article, unless an extension has been agreed to pursuant to Section 4 A above.

ARTICLE 12 - HOURS OF WORK

Section 1. Workweek and Workday

The workweek for all full-time employees, except as provided herein, shall be forty (40) hours worked in five (5) consecutive eight (8) hour days, Monday through Friday. The normal working time for an employee is established by the appropriate authority of the Employer in order to meet the varying needs and requirements of the different departments, sections, or units and divisions of the Bargaining Unit.

Section 2. Part-time Employees

Part-time employees will be scheduled by the City on an as needed basis. The City agrees to limit the number of part-time employees to one (1) per department. Further, part-time employees will not be scheduled more than forty-eight (48) hours in any two-week pay period.

Section 3. Meals and Breaks

Employees shall be provided a sixty (60) minute meal period each workday, thirty (30) minutes paid, and thirty (30) minutes unpaid. The meal period shall be scheduled as close as possible to the middle of each workday while maintaining necessary service to the public. Reasonable courtesy break times during the workday shall be afforded to employees for the purpose of

informal breaks. The informal break period shall be scheduled as close as possible to the middle of each one-half (1/2) workday. An employee shall not leave the worksite or grounds during this paid break period. Meal periods and break times shall be designated by the Supervisor, or in the absence of a supervisor at the worksite, by the Office Manager.

Section 4. Designated Smoking Area

The Employer will provide a designated Smoking Area, which shall be outside City premises and will not share the same ventilation system in conformance with applicable law.

ARTICLE 13 - OVERTIME

Section 1.

Employees shall be paid one and one-half (1/2) times their applicable rate of pay for all hours worked in excess of eight (8) hours in any consecutive twenty-four (24) hour period, defined as the twenty-four (24) hour period commencing with the start of the regular shift or forty (40) hours in any workweek.

Section 2. Computation of Time Worked

For purposes of computing overtime, credit shall be given for all time paid, except compensatory time, whether actually worked or not.

Section 3. Offering of Overtime

On each occasion, the opportunity to work overtime shall be offered to the employees within the job classification series and department who have the most seniority. The employee may refuse; however, if the employee refuses the overtime, or fails to work it, the overtime will then be offered to the employee with the next highest seniority.

Section 4. Record of Overtime Hours

A record of overtime hours worked and/or refused shall be kept.

Section 5. Compensatory Time in Lieu of Overtime

An employee may choose to use compensatory time in lieu of overtime payment. Compensatory time shall be credited at 1 1/2 days for each eight (8) hours overtime worked or over forty (40) hours in a regularly scheduled work week. The employee may elect compensatory time by giving written notice to the Department Head within two (2) days of the overtime worked. Accrued compensatory time shall be taken upon approval of the Department Head. An employee may accrue a maximum of eighty (80) hours of compensatory time.

ARTICLE 14 - LEAVES OF ABSENCE

Section 1. Injury Leave

- A. Each employee who is disabled and unable to work, as a proximate result of a

work related injury sustained by said employee in the pursuit and performance of the duties of such employment, shall receive in lieu of the benefits otherwise conferred upon employee, injury leave at his/her normal rate of pay; less any compensation received by said employee in lieu of salary or wages received from worker's compensation, less all legal and usual payroll deductions. Said leave shall be paid for such period of time as such employee is totally disabled from performance of his/her normal duties of employment by such injury, but no longer than a period of one hundred eighty (180) days from the date of such disabling injury. The Employer's share of the State of Ohio Retirement Systems payments shall be based on the amount actually received by the employee from the Employer. The Employee will not accrue vacation during injury leave.

- B. A medical examination may be required to determine eligibility for injury leave pay. If a disagreement exists between an employee's and the Employer's doctors, a third doctor to be agreed upon by both the employee and the Employer, will examine the employee and the report of the third doctor shall be final. The cost of the third examination shall be paid by the Employer.
- C. The Administrative Officer may extend the period of time for up to two (2) additional ninety (90) day periods at his/her sole option. The denial of this (these) extension shall not be arbitrary or capricious.

Section 2. Unpaid Sick Leave and Personal Leave

- A. An employee may be granted up to six (6) months of unpaid sick leave. The Employer shall provide up to twelve (12) weeks of unpaid sick leave pursuant to the Family Medical Leave Act ("FMLA"). Such twelve (12) weeks shall be included within the six (6) months as stated above. Employees shall use accrued paid leave while on FMLA leave.
- B. An employee will not accumulate any benefits during any periods of such unpaid leave, except as provided pursuant to the FMLA.
- C. The employee may be granted up to six (6) months unpaid personal leave.

Section 3. Union Leave

At the request of the AFSCME Union Representative, a Union leave of absence shall be granted to an employee who is selected to work on a full-time basis for the Union. Such leave must be renewed each year by the employee. The employee, during such leave, shall accumulate no benefits.

Section 4. Military Leave

The Employer will comply with all Federal and State of Ohio Laws regarding the granting of paid and unpaid Military Leave(s). Said Military Leave provision shall apply to an employee's service in any branch of the United States Armed Forces and shall further grant any and all payment and reinstatement rights under Federal or State Laws.

Section 5. General Rules Applying to Leave of Absence

- A. All leaves of absence and any extensions thereof must be applied for in writing by the employee on a form to be provided by the Employer. Any request for leave of absence shall be answered in writing promptly, and the reason for any denial shall be given. An approved copy of any leave of absence granted under this Article will be furnished by the employer.
- B. An employee may, upon request, return to work upon one (1) week's notice prior to the expiration of any leave of absence only if such early return is agreed to by the Employer. Any employee who has been on any type of leave herein shall, at the request of the Employer, submit a medical certificate indicating fitness to return to duty.
- C. During any unpaid leave of absence, employee benefits shall not continue, unless otherwise indicated in this Article. However, there shall be no break in continuous service during any such leave.
- D. Upon returning from leave, the employee will be returned to the job classification, department and shift which he/she formerly held at the current rate of pay.

ARTICLE 15 - JURY DUTY

Section 1.

An employee who is called for Jury Duty (including Jury Service) or subpoenaed as a witness for Workers' Compensation Hearings, Unemployment Compensation Hearings by the City's attorney shall be excused from work with pay, for the duration of such Service. The employee shall return to work for the remainder of the work day, if released prior to 3:00 P.M.

Section 2.

The employee shall reimburse to the Employer any remuneration that was received for such appearance.

ARTICLE 16 - EDUCATIONAL REIMBURSEMENT

Section 1.

When a course of study at an educational institution is job related and pre-approved in writing by the employee's Department Head. The following reimbursement schedule shall apply subsequent to the employee's completion of such course:

<u>Grade</u>	<u>Reimbursement Percentage</u>
A	100%
B	100%
C	75%
D or less	0%

Reimbursement shall include tuition, required expenses, and required text. Documentation shall be provided including receipts and grade verification when reimbursement is requested.

Section 2.

The employee must pay back the amount reimbursed pursuant to Section 1, if his/her employment with the Employer is separated for any reason, within one (1) year of course completion.

ARTICLE 17 - TRAINING

If an employee requests additional training in a job related subject and such request for training is approved by the employee's supervisor, the Employer will pay the full cost of said training program.

ARTICLE 18 - BEREAVEMENT PAY

Section 1.

An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purpose of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his immediate family, which shall be defined as husband, wife, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, grandchild, grandparents of employees, grandparents of spouse of the employee or any relative who resides for an extended period of time in the home of the employee and is under dependent status.

Section 2.

Step-fathers, step-mothers, step-brothers, step-sisters and step-children shall be included under Section 1 above, provided that the employee actually attends the funeral or equivalent service.

Section 3.

In the event of the death of a member of the employee's immediate household the employee may extend his/her funeral by three days, utilizing sick leave without the necessity of medical verification.

ARTICLE 19 - HOLIDAYS

Section 1.

All full-time permanent employees in the Bargaining Unit shall be granted with pay, the following holidays:

New Years Day

Martin Luther King Day — 3rd Monday in January
 Presidents' Day — 3rd Monday in February
 Memorial Day — Last Monday in May
 Independence Day
 Labor Day
 Columbus Day — 2nd Monday in October
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve (December 24)
 Christmas Day

Section 2.

In the event that any holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In the event any holiday falls on Sunday, the following Monday shall be observed as the holiday.

Section 3.

Any employee required to work on the above holidays except Christmas Day, New Year's Day, Thanksgiving Day, and the day after Thanksgiving, shall be paid one and one-half (1 1/2) their regular rate of pay for hours worked in addition to holiday pay.

Any employee required to work on Christmas Day, New Year's Day, Thanksgiving Day, and/or the day after Thanksgiving shall be paid two (2) times (2x) their regular rate of pay for all hours worked in addition to holiday pay.

Section 4.

Holiday pay shall be considered hours worked for all pay purposes under this Agreement.

ARTICLE 20 - VACATION

Section 1.

Bargaining unit employees shall receive vacation with pay each year in accordance with the following schedule.

<u>After Years of Service:</u>	<u>Period of Paid Vacation:</u>	<u>Accrued at the Rate of:</u>
1	80 hrs.	6 hrs. and 40 min. per mo.
5	120 hrs.	10 hrs. per mo.
10	160 hrs.	13 hrs. 20 min. per mo.
15	200 hrs.	16 hrs. 40 min. per mo.
20	240 hrs.	20 hrs. per mo.

The following second vacation tier schedule shall apply to employees hired after November 20, 2000.

<u>After Years of Service:</u>	<u>Period of Paid Vacation:</u>	<u>Accrued at the Rate of:</u>
1	80 hrs.	6 hrs. and 40 min. per mo.
8	120 hrs.	10 hrs. per mo.
15	160 hrs.	13 hrs. 20 min. per mo.

Section 2.

For purposes of administering vacations, the work week shall be considered Monday through Friday and all days therein shall be deemed working days.

Section 3.

Vacations become due on the employee's anniversary hire date. Vacations may be taken in increments of not less than one (1) hour, as the employee chooses. An employee may request to use a vacation period of up to five (5) working days by giving at least twenty-four (24) hour notification to the employee's Department Head or Supervisor.

Section 4.

For vacation periods of more duration than five (5) working days, a vacation sign-up period shall be provided during the month of February of each year. Employees shall sign-up for vacation periods desired and the vacation shall be scheduled by seniority. In event of any vacation conflict, the senior employee will be given preference. In event an employee does not choose to schedule all accumulated vacation, during the sign up period, any vacation of more duration than five (5) working days thereafter shall be scheduled on a first request basis by giving at least a one (1) week notification to the employee's Department Head or Supervisor.

Section 5.

Except in cases of emergencies, vacation scheduling shall be based upon operational needs and shall not be unreasonably denied by the Employer.

Section 6.

Any vacation not used by an employee during the vacation year that it is due may be credited to the employee's credited vacation during the following vacation year. Vacations may not be carried over beyond a one (1) year period.

Section 7.

Upon retirement, an employee shall be paid for 100% of the employee's accrued but unused vacation at the employee's then current rate of pay.

Section 8.

In event of death of an employee, the employee's estate or designated beneficiary shall be paid at 100% of the employee's accrued but unused vacation at the employee's then current rate of pay.

Section 9.

The Employer shall not recognize vacation leave credit earned by an employee from prior or current service with the State or any other political subdivision of the State or from any other State or political subdivision of the Federal Government.

ARTICLE 21 - LONGEVITY PAY

Section 1.

Bargaining unit employees shall be entitled to receive a single lump sum longevity allowance payable as of the first pay in December, based on their completed service with the City of Norton. Completed service shall be defined as the employee's completed service on December 1 of the applicable year.

Section 2.

All employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule.

LONGEVITY PAY

Seniority Completed	But less than	2010	2011	2012
5	6	\$352.00	\$352.00	\$352.00
6	7	\$387.00	\$387.00	\$387.00
7	8	\$422.00	\$422.00	\$422.00
8	9	\$457.00	\$457.00	\$457.00
9	10	\$492.00	\$492.00	\$492.00
10	11	\$527.00	\$527.00	\$527.00
11	12	\$562.00	\$562.00	\$562.00
12	13	\$598.00	\$598.00	\$598.00
13	14	\$633.00	\$633.00	\$633.00
14	15	\$668.00	\$668.00	\$668.00
15	16	\$738.00	\$738.00	\$738.00
16	17	\$808.00	\$808.00	\$808.00
17	18	\$879.00	\$879.00	\$879.00
18	19	\$949.00	\$949.00	\$949.00

19	20	\$1,019.00	\$1,019.00	\$1,019.00
20 plus		\$1,171.00	\$1,171.00	\$1,171.00

ARTICLE 22 - MAJOR MEDICAL/HOSPITALIZATION

Section 1. During the term of this Agreement the Employer will maintain a comprehensive Major Medical/Hospitalization Plan commensurate with the terms of this Article 22. The Employer reserves the right to change insurance carriers and/or providers but will maintain specified coverage levels.

Section 2. The Employer will provide and pay effective 30 days after the contract is executed, for full-time employees, the full premium for a life insurance policy in the amount of Forty Thousand Dollars (\$40,000.00).

Section 3. Effective January 1, 2010, the Employer will provide a comprehensive medical plan commensurate with the attached Appendix C.

Section 4. The City has the right to implement a generic and/or mail order drug program to effectuate the cost savings for the City. Current mail order provisions provide for up to a 90 day supply.

Section 5. Effective January 1, 2010, Bargaining Unit Members shall contribute One Hundred dollars (\$100.00) per month to the monthly health insurance premium costs.

ARTICLE 23 - OHIO AFSCME CARE PLAN

The Employer shall contribute the sum of seventy-six dollars (\$76.00) per month to the Ohio AFSCME Care Plan for each employee who is covered by this Collective Bargaining Agreement. This coverage includes a Life Insurance, Vision Care II, Hearing Aid and Dental III Plan.

ARTICLE 24 - SUBCONTRACTING

Section 1.

The Employer agrees that work normally performed by Bargaining Unit covered employees shall not be contracted or subcontracted unless Bargaining Unit covered employees do not have the skill, ability, availability during normal working hours and technical knowledge to perform such work. However, under no circumstances will contracting or subcontracting take place if any Bargaining Unit employee is on layoff, which would affect such department or classification.

Section 2.

The Employer agrees that any contracting or subcontracting shall not result in layoff, or reduction in pay or position of Bargaining Unit covered employees by avoiding any provision of

this Agreement or depleting the Bargaining Unit. The Bargaining Unit employee's current work week shall not be shortened or curtailed and the employee's rate of pay shall not be affected by such contracting or sub-contracting.

ARTICLE 25 - SICK LEAVE

Section 1. Sick Leave

Sick leave shall be earned at the rate of four and six-tenths (4.6) hours per each regularly scheduled eighty (80) hours of service and active pay status including paid vacation and sick leave but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

Section 2. Charging of Sick Leave

Sick leave shall be charged in minimum units of fifteen (15) minutes. An employee shall be charged for sick leave only for work time missed on those days which he would otherwise have been scheduled to work. Sick leave payments shall not exceed the normal scheduled work day or work week earnings.

Section 3. Uses of Sick Leave

Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness, injury or pregnancy related conditions of the employee;
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner which cannot be reasonably scheduled during non-working hours.
- D. illness, injury or pregnancy related condition of a member of the employee's immediate family, where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- E. Examination, including medical, psychological, dental or optical of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.
- F. Other specific health or medical related conditions seriously affecting the covered employee, or a member of his immediate family where the covered employee's presence is reasonably necessary.
- G. Immediate family shall be identified as:

Father	Father-in-law	Mother	Mother-in-law
Brother	Brother-in-law	Sister	Sister-in-law
Spouse	Child	Grandparent	Grandchild
Son-in-law	Daughter-in-law	Spouse's Grandparent	
Legal Guardian or other person who stands in place of a parent			
Other relatives living in the employee's residence under dependency status.			

Section 4. Sick Leave Use

- A. **Written Statement.** The Employer may require the employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or physician's certificate shall be grounds for disciplinary action including dismissal.
- B. **Notification by Employee.** When an employee is unable to work, he/she shall notify the supervisor or other designated person within one half hour (1/2) after the time he/she is scheduled to report to work on each day of absence unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.
- C. **Abuse of Sick Leave.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of any wages paid.
- D. **Physician's Statement.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Such physician's statement shall be required for absences of more than two (2) consecutive work days due to illness or when the Employer suspects abuse of sick leave.
- E. **Physician's Examination.** The Employer may require the employee to take an examination conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capabilities to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability. The cost of the examination shall be paid by the Employer. The employee may submit documentation from his physician or psychologist prior to being placed on leave. Disputes shall be determined by a licensed physician or psychologist mutually selected by the Union and Employer. The fee of the mutually selected physician or psychologist shall be shared equally by the Employer and the employee.
- F. **New Employees.** New employees shall not be entitled to use sick leave until they have completed thirty (30) calendar days of employment.
- G. **Credit.** The previously accumulated sick leave of any employee who has been separated from service with the City may be placed to his credit upon re-

employment with the City provided that such re-employment takes place within ten (10) years of the date on which the employee was last separated from service with the City. An employee may not transfer sick leave from any other governmental agency outside the City.

- H. Retirement Payment. Upon retirement, under the appropriate state retirement system (OPERS), an employee shall be paid for 100% of the employee's unused accumulated, sick leave up to a maximum of one hundred and twenty (120) days at the employee's then current rate of pay. In the event of death, this payment shall be made to the employee's estate or to whom the employee has designated to be their beneficiary.
- I. Newer Employees Retirement Payment. Employees hired after January 1, 2003, upon retirement under the appropriate state retirement system (OPERS), shall be paid for 75% of the employee's unused accumulated, sick leave up to a maximum of one hundred and twenty (120) days at the employee's then current rate of pay = ninety (90) days maximum. In the event of death, this payment shall be made to the employee's estate or to whom the employee has designated to be their beneficiary.

Section 5. Holidays. When one or more of any "Paid Legal Holidays" occur while an employee is on approved sick leave, said employee shall not have such holiday charged against their accumulated sick leave time.

Section 6. Sick Leave Time Bank.

- A. Purpose. The purpose of the time bank is to assist a bargaining unit member affected by an illness or incapacitated due to an injury which causes the member to use all the compensated time off available to the member. This Section shall include sick leave, comp time and vacation time.
- B. Eligibility.
 - 1. Participation in the program is strictly voluntary. Donated time shall only be granted to cover absences that are due to the member's serious health condition or illness, as defined in the Family Medical Leave Act.
 - 2. A bargaining unit member who does not have a past record of sick time abuse may request and receive a donation of sick leave, comp time or vacation time from other members.
 - 3. In order to receive donations, a member shall be an employee of the City and have 120 hours or less of all other paid leaves remaining.
 - 4. The member receiving a donation may be required to furnish physician's statements and other such information as necessary to confirm the disability or illness. The member may also be required to provide such information when returning to work.

5. A member donating time to another must maintain at least 400 hours of sick time in their personal sick leave balance. Donations shall be offered in minimum increments of at least four (4) hours.

C. Time Bank Administration.

1. The Time Bank will be administered by the Local Union President and the City Finance Director, or their designees.
2. The need for donated time will be reviewed as necessary to comply with the collective bargaining agreement or any applicable laws.
3. The Time Bank will operate on an "as needed" basis and time will not carry over from one case to another. After time has been donated it shall not be refunded, transferred or undone.
4. Any solicitation for donations shall be directed only to those members eligible to donate.
5. Time donated by a member shall be converted to equal the receiving member's leave rate.
6. Donated leave from another member shall not compound, raise or count towards the accrual of benefits for the receiving member. A member that has exhausted all paid leaves shall not receive any paid benefits from the employer, such as; insurance, sick leave, longevity, clothing allowance, vacation, etc., unless authorized elsewhere.
7. Donated time up to 240 hours may be allotted and received. A 160-hour extension of that time may be requested. A maximum of 400 donated hours may be received by a member within any 12-month period.

ARTICLE 26 - PERSONNEL RECORD

Section 1.

An employee shall have the right to inspect his/her personnel record upon notification to the employee's Department Head. The employee may insert in the personnel file a notation regarding any item in said file, which shall remain a part of the file.

Section 2.

Upon request, an employee will receive copies of materials placed in his/her personnel record file.

ARTICLE 27 - LABOR-MANAGEMENT COMMITTEE

There shall be a meeting of the Employer Representatives, Chapter Chairperson and Stewards of

the Union; such meetings shall occur on an as needed basis. Representatives of Ohio Council 8 may also be in attendance. The purpose of the meeting shall be to discuss matters affecting Bargaining Unit employees. The Union shall submit an agenda of items to be discussed at least three (3) working days prior to the meeting.

ARTICLE 28 - WORK RULES

Prior to implementation of work rules and/or policies or changes in existing work rules and/or policies, such rules, policies and/or changes shall be negotiated as required by law.

ARTICLE 29 - SAFETY AND HEALTH

Section 1.

Safety is a mutual concern to the Employer and the Union. The Union will cooperate with the Employer in encouraging employees to observe all safety rules and practices necessary to maintain a safe and healthful work place.

Section 2.

Employee complaints pertaining to safety and health shall be discussed prior to or in Labor/Management meetings.

ARTICLE 30 - SEXUAL HARASSMENT

Section 1.

The Employer and the Union agree that employee(s) shall not suffer sexual harassment, or intimidation at the work place.

Section 2.

The Employer agrees that complaints of sexual harassment or intimidation may be brought by the Union/and or employee directly to the Administrative Officer unless he/she is directly involved with the situation, at which time another person, will be selected by the Mayor to handle the complaint. An investigation shall be initiated within ten (10) working days of such complaint. A resolution of the complaint shall be submitted to the Union, unless the employee requests in writing that the results be communicated directly to the employee and not the Union, within ten (10) working days of the completion of the investigation. In the event the matter is not satisfactorily resolved, the Union can submit such complaint directly to Step 3 of the grievance procedure.

ARTICLE 31 - POLITICAL ACTIVITY

Recognizing the right of all citizens to engage in the electoral process or political activity, the Employer agrees that it shall not be considered a violation of this Agreement nor cause for discipline or termination because of involvement of Bargaining Unit covered employees in the electoral process or appropriate political activity DURING OFF- DUTY HOURS.

ARTICLE 32 - SAVINGS CLAUSE

Section 1.

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by a final Court of competent jurisdiction, such decision shall apply to the specific Articles, Sections or portions thereof directly specified in the decision. The parties agree to immediately meet and negotiate a substitute for the invalidated Article, Section or portion thereof.

Section 2.

In event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is void.

ARTICLE 33 - SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assignees of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sales, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

ARTICLE 34 - WAGE SCHEDULES

Section 1. Employees in the Bargaining Unit shall be compensated in accordance with the following hourly Wage Schedules.

	1/1/2013
Account Clerk:	
Probationary Wage Rate (First 12 months):	\$11.35
Experienced Wage Rate:	\$17.48
Building Inspector:	
Probationary Wage Rate (First 12 months):	\$17.36
Experienced Wage Rate:	\$19.29
Office Manager/Secretary:	
Probationary Wage Rate (First 12 months):	\$15.74
Experienced Wage Rate:	\$17.48
Safety Division Secretary:	
Probationary Wage Rate (First 12 months):	\$12.92
Experienced Wage Rate:	\$14.35
Secretary:	
Probationary Wage Rate (First 12 months):	\$10.26
Experienced Wage Rate:	\$13.82

Section 2. Newly hired employees will be hired at an hourly "Probationary Wage Rate" on the Wage Schedule established for each respective classification. The "Probationary Wage Rate" is established for the first twelve (12) months of hire or assignment to the position. Bargaining Unit employees, who are not currently paid the "Experienced Wage Rate" in the respective classifications, shall automatically progress to the "Experienced Wage Rate" upon completion of a calendar year within the job position held and on or after January 1st of each year.

ARTICLE 35 - MANAGEMENT RIGHTS

Section 1.

The Employer's exclusive rights include, but shall not be limited to, the following except as expressly limited by the terms as set forth in this Agreement:

- A. Determine matters of inherent managerial policy, including areas of discretion of policy such as functions and programs, standard of service, overall budget, use of technology, and organizational structure,
- B. Direct, supervise, evaluate, or hire employees,
- C. Maintain and improve efficiency and effectiveness of operations,
- D. Determine the overall methods, process, means, or personnel, by which operations are to be conducted,
- E. Suspend, discipline, demote, or discharge, for just cause, lay off, transfer, assign, schedule, promote, or retain employees,
- F. Determine the adequacy of the work force,
- G. Determine the overall mission of the Department,
- H. Effectively manage the work force, and
- I. Take actions to carry out the mission of the Department as a governmental unit.

Section 2.

Nothing in this Agreement shall operate, or be interpreted to operate, in any fashion which impairs the Employer's rights as outlined above. The Employer specifically reserves all rights and privileges not specifically identified or impaired in any Article of this Agreement.

ARTICLE 36 - DURATION AND EXECUTION

Section 1.

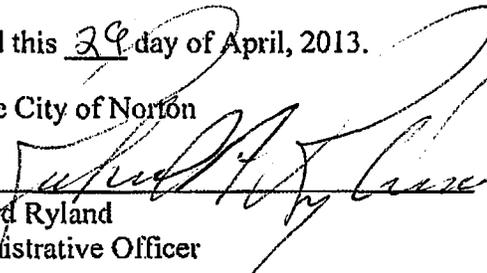
This agreement shall be in effect as of January 1, 2013 and shall remain in full force and effect through December 31, 2013, unless otherwise terminated as provided herein.

Section 2.

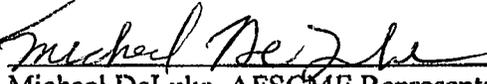
If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

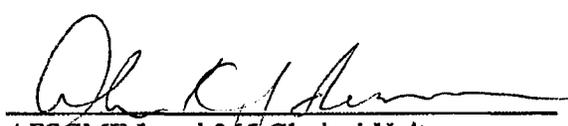
Signed this 29 day of April, 2013.

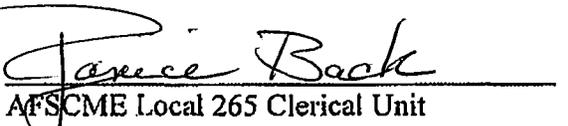
For the City of Norton


Richard Ryland
Administrative Officer

For AFSCME, Ohio Council 8


Michael DeLuke, AFSCME Representative


AFSCME Local 265 Clerical Unit


AFSCME Local 265 Clerical Unit

APPENDIX A. WAIVER OF REPRESENTATIVE

I, _____ (please print name), hereby acknowledge that I have been advised of my rights as they pertain to impending disciplinary action that may be taken against me, and that I hereby execute this waiver of my own free will absent any coercion by anyone involved.

I unqualifiedly waive my right to representation by the Union and will hold them harmless and without responsibility to any resultant action that may or may not result from my decision to represent myself before my Employer in this action.

Employee Signature

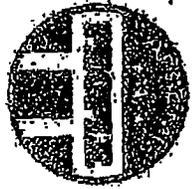
Signed this _____ day of _____, 20__.

Witnessed by:

A copy of Appendix A was forwarded to AFSCME, Ohio Council 8, Local 265, on this _____ day of _____, 20__.

APPENDIX B. AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION

Name of Recruiter (Print)




AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTIONS
NATIONAL PEOPLE COMMITTEE
AFSCME Affiliate _____ **Local** _____

First name _____ last _____ middle _____
 Street _____
 City _____ State _____ Zip _____
 Social Security Number _____
 Phone Number _____

Complete One Blank Only: \$1.00 \$1.50 Per. Give
 \$2.00 VAP Membership Other _____
 (Circle size 205 TIM 101 020 DMH DVMH)

Signature _____ Date _____

In accordance with Federal law, the PEOPLE Committee will accept cash contributions only from members of AFSCME and their families. Contributions or gifts to AFSCME/PEOPLE are not deductible as charitable contributions for Federal income tax purposes.

I hereby authorize my employer and associated agencies to debit each pay period the amount specified above or a voluntary contribution to be paid to the treasurer of the PEOPLE qualified membership, AFSCME, AFL-CIO, P. O. Box 63224, Washington, D.C. 20065, to be used in accordance with the by-laws of the PEOPLE qualified membership for the purpose of making political contributions. My contribution is voluntary and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.

APPENDIX C.

7055917 _1



Join your cause.

COSE SuperMed Plus
Multiple Option P100 Plan



Base Plan	MOP 100	
Network Benefit Period Deductible Single/Family	None	
Non-Network Benefit Period Deductible Single/Family	\$250/\$500	
Network Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/Family	None	
Non-Network Coinsurance Out-of-Pocket Maximum (Excluding Deductible) Single/Family	\$1,500/\$3000	
Office Visit (OV) Copay Network/Non-Network	\$15 / \$15	
Urgent Care (UC) Copay Network/Non-Network	\$35 / \$35	
Coinsurance Network/Non-Network	100% / 70%	
Overall Annual Benefit Period Maximum	\$5,000,000	
Benefits	PPO Network	Non PPO Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon the end of month	
Physician/Office Services		
Office Visit (Illness/Injury)	OV copay, then 100%	OV copay, then coinsurance
Urgent Care Office Visit	UC copay, then 100%	UC copay, then coinsurance
All Immunizations	100%	50% after deductible ¹
Preventive Services		
Preventive Services, in accordance with state and federal law ²	100%	coinsurance after deductible
Routine Physical Exam	100%	50% after deductible ¹
Well Child Care Services		
Well Child Care Exams	100%	coinsurance after deductible
Well Child Immunizations	100%	
Well Child Labs	100%	
Routine Mammogram (one per benefit period)	100%	coinsurance after deductible
Routine Pap Test (one per benefit period)	100%	coinsurance after deductible
Routine PSA, Cholesterol, Colon Cancer Screening Tests, Bone Density Tests, Chlamydia Screening and Endoscopic Services	100%	coinsurance after deductible
Routine EKG, Chest X-ray, Comprehensive Metabolic Panel, Urinalysis and Complete Blood Count (one each per benefit period)	100%	coinsurance after deductible
Outpatient Services		
Allergy Testing and Treatments	100% after deductible	50% after deductible ¹
Physical & Occupational Therapies (40 visits per benefit period)	100% after deductible	coinsurance after deductible
Speech Therapy (20 visits per benefit period)	100% after deductible	coinsurance after deductible
Chiropractic Services (12 visits per benefit period)	100% after deductible	coinsurance after deductible
Cardiac Rehabilitation (24 visits per benefit period)	100% after deductible	coinsurance after deductible
Emergency Use of an Emergency Room	\$150 copay, then network coinsurance	
Non-Emergency Use of an Emergency Room	\$150 copay, then 100%	\$150 copay, then coinsurance
Emergency Services	network coinsurance	
Surgical Services	100% after deductible	coinsurance after deductible
Diagnostic Services (excluding MRI's and CT Scans)	100%	coinsurance after deductible
MRI's and CT Scans	100% after deductible	coinsurance after deductible
Diagnostic Endoscopic Services	100%	coinsurance after deductible



Join your cause.

COSE SuperMed Plus
Multiple Option P100 Plan



Benefits	PPO Network	Non PPO Network
Inpatient Services		
Semi-Private Room and Board	100% after deductible	coinsurance after deductible
Maternity	100% after deductible	coinsurance after deductible
Skilled Nursing Facility (100 days per benefit period)	100% after deductible	coinsurance after deductible
Additional Services		
Ambulance	\$50 copay, then coinsurance	\$50 copay, then coinsurance
Durable Medical Equipment	100% after deductible	coinsurance after deductible
Home Health Care	100% after deductible	50% after deductible ¹
Hospice	100% after deductible	50% after deductible ¹
Organ and Tissue Transplants	100% after deductible	coinsurance after deductible
Private Duty Nursing (\$1,000 maximum per benefit period)	100% after deductible	coinsurance after deductible
Diabetic Education and Training	100%	coinsurance after deductible
Mental Health & Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period; Substance Abuse limited to one admission per benefit period, three admissions per lifetime)	100% after deductible	coinsurance after deductible
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	OV copay, then 100% after deductible	OV copay, then coinsurance after deductible
Prescription Drug -- There are several different freestanding drug options available.		

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

Deductible and coinsurance expenses incurred for services by a PPO Network provider will only apply to the PPO Network deductible and out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a Non PPO Network provider will only apply to the Non PPO Network deductible and out-of-pocket limits.

The coinsurance for non-contracting institutional providers will be the same coinsurance percentage as the Non PPO Network provider. However, you may be subject to balance billing by the non-contracting provider.

The proposed course of treatment for organ/tissue transplants must be pre-determined and approved by a Medical Mutual case manager (except for corneal transplants.) Failure to contact the case manager prior to the proposed course of treatment (including the evaluation) will result in a significant monetary penalty. Refer to your certificate for details.

No payment will be made for services related to a pre-existing condition for a period of 12 months for any condition treated or diagnosed within the six months immediately prior to the effective date of insurance. Pre-Existing does not apply to under the age of 19.

HIPAA allows for crediting time a person was covered under a previous carrier if the previous coverage was continuous with not more than a 63 day gap in coverage prior to the effective date of the new coverage.

¹ Coinsurance does not apply to coinsurance out-of-pocket maximums. These services will not be covered at 100% once Coinsurance out-of-pocket maximums are met.

² Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

SPONSORED BY: Administration
REFERRED TO: Committee Work Session
INTRODUCED BY: Bill Mowery-Personnel Chair

CITY OF NORTON ORDINANCE NO. 31-2013

AN ORDINANCE ADOPTING A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NORTON AND AFSCME OHIO COUNCIL 8, LOCAL 265, NORTON CHAPTER, OFFICE & CLERICAL UNIT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Norton (the "City") and AFSCME Ohio Council 8 Local 265, Norton Chapter, Office & Clerical Unit (the "Union") are parties to an existing collective bargaining agreement for office & clerical employees; and

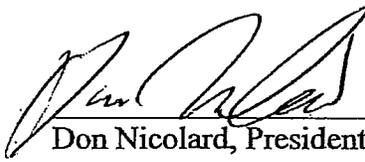
WHEREAS, the City and Union have negotiated an extension to that collective bargaining agreement, in the form attached hereto as **Exhibit A**.

NOW, THEREFORE, be it ordained and adopted by the City of Norton as follows:

- Section 1. The agreement between the City and the Union for the Office & Clerical employees continuing the collective bargaining agreement that expired December 31, 2012 for a one year period is attached hereto and made a part hereof and is hereby adopted by the City.
- Section 2. The Administrative Officer and the appropriate agents of the City are authorized and directed to execute said agreement.
- Section 3: All formal actions of this Council related to this Ordinance and all deliberations of the Council and of any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.
- Section 4: This Ordinance is declared to be an emergency measure necessary for the immediate preservation for the public peace, health and safety of the City, and for the further reason that this Ordinance is required to allow for the effective and timely administration of labor and collective bargaining matters between the City administration and this bargaining group; and provided it receives the approval of two-third members of Council, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest period allowed by law.

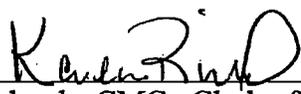
Emergency Vote: 6 Yeas 0 Nays

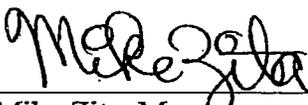
Date passed: 5-13-13


Don Nicolard, President of Council

Date submitted to the Mayor

5-13-13

Attest: 
Karla Richards, CMC- Clerk of Council


Mike Zita, Mayor

Date approved by the Mayor

5-

I, Karla Richards, CMC-Clerk of Council for the City of Norton, Summit and Wayne Counties, Ohio do hereby certify that the foregoing **Ordinance No. 31-2013** was duly and regularly passed by the Council of the City of Norton, Summit County, Ohio at a meeting held on MAY 13th, 2013.

That this legislation was posted according to law on MAY 17th, 2013 and will become effective on MAY 13th, 2013.


Karla Richards, CMC-Clerk of Council

Prepared and approved as to legal form by Peter M. Kostoff, Law Director, City of Norton, May 1, 2013.