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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF NORTON

AND

OHIO COUNCIL 8, AFSCME, AFL-CIO

AND

LOCAL 256, AFSCME, AFL-CIO

NORTON CHAPTER - SERVICE MAINTENANCE UNIT

Effective: January 1, 2013

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AGREEMENT

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

This Agreement is intended to implement and to formalize the Agreement approved by the Negotiating Committee and Parties or membership representing the Employer and the Union.

ARTICLE 1 - PURPOSE

Section 1.

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, and hours of work for employees covered by this Agreement.

ARTICLE 2 - RECOGNITION

Section 1.

The Employer hereby-agrees to and does hereby recognize the Union, Local 265, Norton Chapter of the American Federation of State, County and Municipal Employees, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, as the sole exclusive bargaining agent for the Bargaining Unit consisting of employees having classifications and titles as spelled out in Article 4, Bargaining Unit.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1.

Except to the extent specifically limited or modified herein by this Agreement, the following management rights, which include, but are not limited to, are as follows:

1. To determine matters of inherent managerial policy, including areas of discretion as to the functions and programs of the Employer, standards of services, its overall budget and appropriations, utilization of technology and organizational structure;
2. To direct, supervise, evaluate, or hire and select employees;
3. To maintain and improve the efficiency and effectiveness of Employer operations;
4. To determine the overall work methods, processes, means, equipment or personnel by which Employer operations are to be conducted;
5. To suspend, discipline, demote, or discharge for just cause, or layoff transfer, assign, schedule, promote, or retain, and classify employees;

6. To determine the adequacy, size and composition of the work force, including the necessity for overtime;
7. To determine employment standards and job classifications;
8. To determine the overall mission of the Employer as a unit of government;
9. To effectively manage the work force; and
10. To take actions to carry out the mission of the Employer as a governmental unit.
Section 2.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any Administrative Officer, or in any way abridging or reducing such authority, but this Agreement shall be construed as requiring said Administrative Officers to follow the procedures and policies herein prescribed in the exercise of the authority conferred upon them by law.

ARTICLE 4 - BARGAINING UNIT

Section 1.

The following classifications shall make up the Bargaining Unit in the Department of Public Service:

- | | |
|---------------|---------------------------------|
| Labor Foreman | Laborer |
| Operator A | Mechanic |
| Operator B | Building and Grounds Supervisor |

Section 2.

If any new classifications are created by the Employer, which are similar to any of those listed above, then said classification(s) shall become part of the Bargaining Unit and will be included through an Amendment or Supplemental Agreement. The Employer and Union shall meet within thirty (30) days of the creation of the new classification(s) and negotiate the wage rate, hours, and all other terms and conditions for such new classification(s).

Section 3. Excluded From the Bargaining Unit:

- | | |
|----------------------------------|---|
| Elected and Appointed Officials | Management Level Employees, as defined by State Law |
| Police Officers and Firefighters | Dispatchers |
| Confidential Employees | Clerical Employees |
| Seasonal/Student Employees | |

Section 4.

All classifications excluded from the Bargaining Unit, with the exception of seasonal/student employees, shall not perform Bargaining Unit work under any circumstances, nor shall such

excluded classifications be transferred, reclassified, or recalled from current positions as the result of layoffs and be included in any current or similar classification of the Bargaining Unit without agreement of the Union.

Section 5.

The parties agree that the classification of seasonal/student employee is excluded from the bargaining unit. The length of employment for such seasonal/student employees will be no longer than April 15th through October 15th. Any employee who is employed longer than April 15th through October 15th will be placed in the Bargaining Unit position of Laborer. Seasonal/student employees will not be permitted to operate the bat wing mower.

ARTICLE 5 - UNION REPRESENTATION

Section 1.

The Union's duly constituted representatives shall have the right and duty to employees in the Bargaining Unit to:

1. Represent said employee(s) in conferences, meetings with the Employer, or its duly authorized representatives;
2. Represent said employee(s) in grievances in accordance with Article 11 of the Grievance Procedure when requested by such employee;
3. Represent said employee(s) in any type of disciplinary action taken against said employee(s) with the right to be present when management issues or institutes such actions;
4. Represent said employee(s) in any and all safety and health matters during working hours. Representatives shall not be denied time off from their job when requested by Bargaining Unit employees to represent members.

Section 2.

The Union shall furnish the Employer with an official roster of its officers and representatives, to be kept current at all times, which shall include the following:

- | | |
|--------------------------|----------------------|
| 1. Name | 4. Department |
| 2. Address | 5. Union office held |
| 3. Home telephone number | |

Section 3. Union Leave

At the request of the Union, a leave of absence without pay shall be granted to any employee for employment with the Union, Ohio Council 8, or the International AFSCME Union. Such leaves

shall be for an unlimited period of time. Seniority shall continue in the department, Employer and classification at which time such leave is granted.

In the event the employee wishes to return to employment, the Employer shall upon written notice, return such employee to his/her former position and department at the then current rate of pay with all other benefits provided and to be made whole in all other respects.

ARTICLE 6 - 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 day dues are deducted. The Employer will furnish together with its check for Union dues the following two lists:

1. An alphabetical list by job classification of all employees whose dues have been deducted showing the deductions and the employee's current address.
2. 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” (P.E.O.P.L.E.). 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.

Section 7. Check Off of Union Dues

During the term of this Agreement between the Employer and the Union, the Employer will check off currently monthly dues as designated by the Treasurer of Local 265 on the basis of individually signed voluntary check-off authorization cards.

Dues shall be deducted each pay period. Dues deduction, on the basis of the authorization cards submitted to the Employer, shall commence in the month in which the Employer receives such authorization card or in which said card becomes effective, whichever is later.

The Employer agrees to forward to the Treasurer of the Local a warrant in the aggregate amount of the deduction with a listing of the employees for which deductions were made in an alphabetical list of all employees to be transmitted to the Union no later than the tenth (10th) day following the payroll for which the deductions were made. The Employer also agrees to forward to Ohio Council 8, Akron offices a copy of the above alphabetical listing each month.

Section 8.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by an employee against the Employer in reliance upon said authorization card furnished to the Employer by the Union for the purpose of complying with this Article.

Section 9. Maintenance of Membership

Employees who become members of the Union shall remain members of the Union for the duration of this Agreement, unless promoted to a position in which Union membership is not permitted, in which event Union membership will be terminated on the effective date of promotion.

Section 10. Assessments, Fees, Deductions

The Employer agrees to deduct initiation fees, and or fair share fees each pay period from the pay of Bargaining Unit Members who have authorized same, or in accordance with any other provisions of this Agreement, to be furnished by the Union and presented to the appropriate payroll officer or employee in the Department of Finance.

Union dues or initiations fees shall be deducted upon notification by the Union to the Employer. The Employer shall deduct in a reasonable period and manner agreed upon by the Union prior to said deduction being instituted for Bargaining Unit Members.

The amount to be deducted shall be certified to the payroll department. Notice must be given to the payroll officer prior to making any changes in Bargaining Unit Members' dues deductions or other deductions. The Employer agrees to furnish the treasurer of the Union a warrant in the aggregate amount of the deductions with a listing of the employees who which deductions were made in alphabetical order of said employees, to be transmitted to the Union no later than the tenth (10th) day following the pay day in which the deductions are made.

It is understood and agreed that the Employer shall in no way influence or attempt to influence Bargaining Unit Members in their payment of dues, fees, or any other deduction by payroll deduction. The Union understands and agrees it will in no way influence or attempt to influence Bargaining Unit Members in the payment of dues, fees, or other payment except as provided by any section of this Agreement.

Section 11. Pre-Payment — Monthly Dues Deductions

Deduction under any section or Article of this Agreement shall be made each pay period. If an employee's pay for the period is insufficient to cover Union dues, fees or other payment, the Employer will make deduction from the pay earned during the next pay period. In the event a deduction is not made for any Members of the Bargaining Unit during any particular month, the Employer shall make the appropriate deduction from the following pay period or periods. The Employer shall also deduct dues, fees or assessments, or other payment for prepayment of vacation or any other reasons for periods covered that dues, fees, or other payment monies would have otherwise been deducted.

Section 12. Fair Share Fee

All present employees within the Bargaining Unit who are members of the Union shall remain members of the Union. Effective April 1, 1984, all employees in the Bargaining Unit who sixty (60) days from date of hire are not members in good standing of the union shall pay a fair share fee to the Union as a condition of employment.

All employees hired prior to or after April 1, 1984, who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

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

A separate alphabetical listing of all names of employees who are being deducted a fair share fee shall be furnished to the Union and Ohio Council 8, as in Section (4) or (5) above. Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein.

The Employer shall notify each new employee at the time of hire of their right to join the Union, or their obligation as a condition of employment to payment of a fair share fee as indicated above, and to provide such employee with an authorization card as provided by the Union.

ARTICLE 7 - SUBSTANCE ABUSE POLICY

Section 1.

The City of Norton is a drug free workplace. Employees will comply with the requirements of the laws, ordinances, and policy pertaining to substance use and abuses. Our goal is to enhance the health and safety of employees and the public, thereby providing more cost efficient delivery of municipal services.

Section 2. Testing

Any Service Department employee may be required to submit to a drug screening and confirmation test, or an alcoholic beverage consumption test, administered in accordance with accepted procedures. Such tests may be administered to an employee chosen in a random selection manner or when a supervisor has reasonable cause to believe that the on duty employee has used an illicit drug, misused a prescription drug, or is currently under the influence of an alcoholic beverage.

Any employee operating a City vehicle during work hours and who is involved in an accident or crash where property damage and/or bodily harm has occurred to anyone, including himself, shall be reasonable cause for suspicion of substance use or abuse. Such employee may be tested for possible substance abuse.

Section 3. Physician Statement

Employees who are taking medical prescriptions that may impact safe work performance shall furnish to their supervisor a statement from a physician specifying the drug being taken and whether the drug will interfere with safe performance on the job. A positive finding of the prescribed drug may not necessarily be grounds for discipline if the statement has been delivered to the employee's supervisor before receipt of the drug test results.

Section 4. CDL Requirements

It is the intent of the parties that the language of this Substance Abuse Policy meets any requirements for individuals required to Maintain a Commercial Driver's License (CDL).

ARTICLE 8 - EMPLOYEE REPRESENTATION

Section 1.

Stewards, representatives or Chairpersons of the Union, shall be excused for a reasonable amount of time to investigate and process grievances, or represent employees in meetings, disciplinary actions, or otherwise, with the Employer upon request. The Employer shall not arbitrarily deny any representative time off. Excused time off shall be with no loss of pay or benefits.

Alternate stewards or representatives shall be granted time off as indicated above when requested, to act only when the above representative is unavailable, or personally involved in any grievance procedure.

ARTICLE 9 - BULLETIN BOARDS

Section 1.

The Employer bulletin boards may be used by the Union, but only for the following notices:

1. Recreational and social affairs of the Union;
2. Union nominations and elections;
3. Union meetings;
4. Reports of Union committees;
5. Rulings or policies of the International Union, Ohio Council 8 or Local 265, AFSCME;
6. Notices and announcements shall not contain anything political, or anything reflecting upon the Employer or its employees.

Upon receipt of the Employer, the Union will immediately remove any notice or other writing that the management determines violates these provisions. However, the Union shall have the right to grieve such action through the grievance Procedure.

ARTICLE 10 - EMERGENCY WAIVERS

Section 1.

In case of circumstances beyond the control of the Employer, such as an act of God, riot, flood, civil disorder, National Incident Management System and other similar acts, but excluding strikes and other similar work stoppage acts on the part of other employees, the following conditions of this Agreement shall be automatically suspended without recourse from the Union upon declaration of said emergency of the Mayor of the City of Norton.

1. Time limits for Employer replies on grievances;
2. Limitations on distribution of work assignments;
3. Limitations on distribution of overtime;

4. In addition, and notwithstanding other Articles of this Agreement, the Employer reserves the right, during any such emergency, to assign employees to work without regard to their employment classification.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

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 Employer, 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 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 employee's 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 Union shall, within that same thirty (30) day period, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from which the parties shall select the Arbitrator. The party requesting arbitration shall strike first, thereafter the parties shall strike alternating and the remaining name shall be the designated Arbitrator.

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 asserted 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.

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

ARTICLE 12 - 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(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:

1. The date and time of the pre-disciplinary meeting;

2. 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;
3. The grievance procedure provides for a hearing by an independent arbitrator as its final step; and,
4. 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:

1. 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 request to be present at any disciplinary hearings notwithstanding a "Waiver of Representation" form.
2. 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.
3. 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 received 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. 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 seven (7) working days following the date the employee received 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 seven (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 within 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.

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 13 - TEMPORARY ASSIGNMENTS

Section 1.

An employee temporarily transferred or assigned to a higher paying job shall receive the higher rate of pay for the period of such transfer of assignment, provided the assignment is four (4) hours or more. If the transfer or assignment is for thirty (30) days, said position shall be declared an open position and shall be posted and filled according to the provisions of Article 14.

Section 2.

An employee temporarily transferred or assigned to a lower paying job shall receive his regular rate of pay during such period. No such transfer or assignment shall be for a period longer than thirty (30) days in any calendar year.

ARTICLE 14 - PROMOTIONS AND PROBATIONARY PERIODS

Section 1.

The term promotion as used in this provision means the advancement of an employee to a higher hourly rate. In the event the Employer creates new job classifications that would be part of the Bargaining Unit, or where a vacancy occurs in Bargaining Unit jobs, the following procedure shall apply:

1. Whenever a new or current job opening occurs, other than temporary opening, in any existing job classification or as a result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards for fifteen (15) days, listing desired qualifications that are consistent, the maximum and minimum rate of pay, and department.
2. During this period, employees who wish to apply for the open position, or job, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the department head. The Employer may hire personnel from outside the current work force so long as that person meets consistent and reasonable job requirements which are greater than what may be met by current employees.
3. It will be the prerogative of the Administration to select the applicant based on seniority, qualification, and past performance.
4. For promotional purposes, consideration shall be given to the classified personnel directly under the classification of which a vacancy exists; however, this is not a guarantee.

Section 2.

Probationary periods for new hires shall not exceed six (6) months from the date of hire. The Employer may terminate new employees during their probationary period with or without cause, and such removal shall not be made subject of the grievance procedure either by the employee or the Union.

Probationary periods for promotional jobs shall not exceed three (3) months from the initial promotional date, except that the period may be extended due to absences in excess of five (5) workdays by the number of days missed. If the employee fails to fulfill the requirements of the promoted job or elects to revert to his/her former classification, he/she shall be returned to his/her former position at the previous rate.

ARTICLE 15 - LAYOFF AND RECALL PROCEDURE

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:

1. Any temporary, casual or seasonal employees within the department and classification shall be first to be laid off.
2. Any probationary employees within the department and classification shall be the next to be laid off
3. Any part-time employees within the department and classification shall be next to be laid off
4. 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 the effective date of layoff and reason for layoff

Section 4.

Employees shall have two (2) working days' advance notice of a 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 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 10 of this Article.

Section 9.

Employees on layoff shall be notified of openings occurring under Article 14 in classification other than the classification from which the employees were laid off and shall have the right to submit a bid pursuant to Article 14.

Section 10. Recall

1. 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).
2. An employee shall have recall rights for three (3) years.
3. Employees must provide the Employer with current contact information to include address and phone number.

ARTICLE 16 - SUBCONTRACTING

The Employer reserves the right to contract or subcontract out projects which require a high degree of specialization that Bargaining Unit employees cannot efficiently and safely perform, and are not guarded to do, so long as the employment of current employees is not jeopardized by the contracting out of such work.

The employee's current workweek shall not be shortened or curtailed and the employee's rate of pay shall not be affected by such subcontracting.

The Employer shall not use this section to erode Bargaining Unit work.

ARTICLE 17 - CLASSIFICATION OF EQUIPMENT

This Employer agrees that the machines and equipment that are necessary to perform the work of Bargaining Unit classifications shall be classified to specific classifications agreed to by the Union as incorporated and made a part of this agreement as follows:

Laborer -	Pickup Truck, (1), (2) and (5) Ton Vehicle, all mowing equipment except boom mower
Operator A -	all equipment
Operator B -	all dump trucks, front end loader, and front end only of backhoe
Building and Grounds Supervisor -	all equipment used with Building and Grounds

Any employee promoted to a classification that requires operation of any equipment shall be trained by management employees within the probationary period.

Both the Employer and Union agree to seek and implement ways to more properly train employees in the operation of current and/or new equipment utilized by the Employer. The Employer agrees to pay for training sessions, seminars, or any other related training implementations.

ARTICLE 18 - HOLIDAYS

All full-time permanent employees of the Employer in the Union Bargaining Unit shall be granted a day off with pay on the following holidays:

New Year's Day	
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	
Labor Day	
Columbus Day	2 nd Monday in October
Thanksgiving Day	
Day after Thanksgiving	
Christmas Eve	December 24 th
Christmas Day	

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.

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 times (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 the day after Thanksgiving, shall be paid double time (2x) their regular rate of pay for hours worked in addition to holiday pay.

The holiday schedule above shall not be changed except by mutual agreement between the Parties.

ARTICLE 19 - VACATIONS

Section 1.

All full-time employees in the Bargaining Unit shall be entitled and allowed vacation with pay according to the following schedules providing that one (1) full year of service to the Employer has been completed.

<u>After Years of Service</u>	<u>Period of Paid Vacation</u>	<u>Accrued at the Rate</u>
1	80 hrs. or (2 weeks)	6 hrs. and 40 min. per month
5	120 hrs. or (3 weeks)	10 hrs. per month on payroll
10	160 hrs. or (4 weeks)	13 hrs. 20 min per month on payroll
15	200 hrs. or (5 weeks)	16 hrs. 40 min. per month on payroll
20	240 hrs. or (6 weeks)	20 hrs. per month on payroll

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</u>
1	80 hrs. or (2 weeks)	6 hrs. and 40 min. per month
8	120 hrs. or (3 weeks)	10 hrs. per month on payroll
15	160 hrs. or (4 weeks)	13 hrs. 20 min per month on payroll
20	200 hrs. or (5 weeks)	16 hrs. 40 min per month on payroll

An employee shall be deemed to have completed an additional year of service on the anniversary date of their employment, adjusted to reflect any periods during which vacation was not accrued in accordance with the above sections. The hours of vacation refers to the number of hours or weekdays that an employee make take as vacation in the calendar year in which they will have completed the specified number of years of service.

Section 2.

For purpose of administering vacations, the workweek shall be considered Monday through Friday and all days therein shall be deemed working days.

Section 3.

Vacation schedules shall be posted or circulated between January 1 and the end of March each year.

Section 4.

Seniority within the Bargaining Unit shall be the determining factor in the preference of scheduling of Bargaining Unit Members' vacations.

Section 5.

Employees not signing or selecting their vacations by the end of March of each year shall schedule their vacations according to whatever weeks are available and providing written approval has been obtained from the department head at least one (1) week in advance of the vacation dates requested. There shall be no more than four (4) employees on vacation or compensatory time at one time in the Department of Public Service.

Section 6.

An employee may carry over all vacation time with approval of the Administrative Officer but not carry over vacation beyond one (1) year.

Section 7.

Holidays included in Article 18 shall not be included in computing the length of vacation.

Section 8.

An employee who is on sick leave, military leave, Workers' Compensation, or injury leave shall receive credit for such time toward vacation as if they were working their regular hours. An employee who is on layoff, leave of absence without pay, or on a suspension shall accrue no benefits toward vacation for time they are not working.

Section 9.

An employee who terminated his employment for any reason other than being discharged shall regain all his prior service for determining vacation due him on the January 1st next following one full year of continuous service. An employee who has been discharged for cause and is rehired shall receive none of his prior service credit for determining vacation time. An employee who is being hired on a full time permanent basis after having worked as a cooperative employee, temporary employee, or part-time employee shall receive no credit toward vacation time for his prior part-time or temporary service.

Section 10.

In the event a Bargaining Unit member resigns, retires under PERS, or dies, such employee or his estate shall be credited with such earned but unused vacation time he would have been entitled to take in the calendar year in which he resigns, dies or retires. Such employee or his estate shall be paid for any unused vacation earned as of his last working day.

ARTICLE 20 - 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 workdays 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 Employer may be placed to his credit upon reemployment with the Employer 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 Employer. An employee may not transfer sick leave from any other governmental agency outside the Employer.
- 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.
- j. 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 his/her accumulated sick leave time.

Section 5. 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 Employer 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 21 - INJURY LEAVE

Each full-time employee who is disabled from performing the duties of his employment with the Employer as a proximate result of bodily 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 City employees, injury leave at his normal rate of pay less any compensation received by such employee in lieu of salary or wages received from any governmental authority or fund, less all legal and unusual payroll deductions. Said leave shall be paid for such period of time as such member is totally disabled from performance of his normal duties of employment by such bodily injury, but no longer than a period of one hundred eighty (180) days from the date of such disabling injury. In addition, at the Employer's discretion, two (2) ninety (90) day extensions may be granted. The Employer agrees that the decision will not be arbitrary or capricious. The Employer's share of State of Ohio Retirement System payments are to be based on the amount actually received by the employee from the Employer.

ARTICLE 22 - BEREAVEMENT LEAVE

Section 1.

An employee shall be granted time off with pay (not to be deducted from the employee's sick pay) for the purpose of attending the funeral of the employee's immediate family. The employee shall be entitled to a maximum of three (3) work days for each death in his/her 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 the employee's, grandparents of the spouse of employee or any relative who resides for an extended period of time in the employee's residence under dependent status.

Section 2.

Step-fathers, step-mothers, step-brothers, step-sisters and step-children shall be included under this Article provided 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 family as defined above, the employee may extend his/her bereavement leave by three (3) days utilizing sick leave without the necessity of medical verification.

ARTICLE 23 - COURT LEAVE

Section 1.

The Employer shall grant court leave with full pay to any employee who:

1. Is summoned for jury duty by a court of competent jurisdiction, or
2. Is subpoenaed to appear before a court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action.

Section 2.

Any compensation or reimbursement for jury duty or for court attendance by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the finance department for transmittal to the Employer.

Section 3.

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

Section 4.

An employee who is the appellant in any action before an Arbitrator; hearing officer; or SERB actions, and is in active pay status at the time of a scheduled hearing before the board shall be granted court leave with full pay for purposes of attending the hearing.

ARTICLE 24 - PERSONAL LEAVE OF ABSENCE WITHOUT PAY

Section 1. Personal Leave

The Employer may, without being arbitrary, grant a leave of absence without pay to Bargaining Unit employees up to six (6) months duration. An employee must request, in writing, all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which leave is being requested.

Education leave may be granted for a maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit to the management by improved performance of any level, or voluntary service in any governmentally sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of leave if such earlier return is agreed to by both employee and the management. If it is found that leave is not actually being used for the purpose for which it was granted, the management may cancel the leave and direct the employee to return to work by giving written notice to the employee and the Union.

Section 2. Abuse of Leave

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

Section 3. Failure to Return

An employee who fails to return to duty within twenty (20) working days of the completion or a valid cancellation of a leave of absence without pay without explanation to the Employer may be terminated from employment. An employee who fails to return to service from a leave of absence without pay and is subsequently removed is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

Section 4. Return to Service

Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall, with approval of the Union, be assigned to a position in a classification similar to that formerly occupied. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the Employer

ARTICLE 25 - MEDICAL CONDITION LEAVE

The Employer, upon written request of a pregnant Bargaining Unit employee, shall grant such employee a leave of absence without pay, subject to the following:

Section 1. Length of Leave

Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six months. If the employee is unable to return to work status within six (6) months, such employee may be granted a reasonable extension.

Section 2. Physician Certificate

A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth, or related medical conditions.

Section 3. Sick Leave Usage

Upon request a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth, or related

medical conditions. An employee using sick leave credit shall be prevented from receiving a leave of absence without pay for the remainder of the period as defined in Section 2, above.

1. Vacation Leave Usage. A pregnant employee shall, upon request, be permitted to use any or all of the employee's accumulated vacation leave at any reasonable time prior to or following childbirth.
2. Request for Leave. Requests for leave of absence, sick leave, personal leave or vacation leave made pursuant to this section are subject to the internal management procedures of the Employer.
3. Child Care. An employee may, at the discretion of the Employer, be granted a leave of absence without pay for the purposes of child care. All requests for leave of absence without pay for purposes of child care shall be considered on a nondiscriminatory basis without regard to the sex of the employee. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances.

ARTICLE 26 - 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.

ARTICLE 27 - SAFETY AND HEALTH

Section 1. Parties Concern

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. Tools

The Employer agrees to provide and furnish any and all necessary tools for employees in the performance of their required duties and job assignments at no cost to employees.

Section 3. City Cooperation

The Employer shall make every reasonable effort to comply with Federal, State or Local Safety and Health laws, rules and regulations.

Section 4. Personal Protective Equipment

Where personal protective equipment is needed to protect employees from injury or work that may affect the health of employees, then personal protective equipment shall be provided by the Employer.

Section 5. First Aid Kits

First Aid Kits shall be made available at Employer facilities and easily accessible to all work sites.

Section 6. Inclement Weather and Safety of Assignments

Employees will not be assigned work outdoors in inclement weather whenever it renders the jobsite unsafe. In the event an employee or the Union questions whether the assignment was an unsafe situation, the issue may be brought to the attention of the Superintendent, who shall meet with the Union within twenty-four (24) hours of the request to try and resolve the issue. It is understood, the issue, if not resolved at the meeting, may be grieved under the procedure outlined in this Agreement.

ARTICLE 28 - NON-DISCRIMINATION

Section 1.

The provisions of this Agreement shall be applied equally to employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, religious affiliation, or qualified disability. The Union shall share equally with the Administration the responsibility for applying this provision of the Agreement.

Section 2.

All references to employees in the agreement shall designate both sexes. Wherever the male gender is used it shall be construed to include male and female employees.

Section 3.

The Employer recognizes the right of all eligible employees to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer agrees that there shall be no discrimination, interferences, restraint, coercion, or reprisal by the Employer against any employee because of Union membership or because of lawful activity of any member acting in an official capacity on behalf of the Union.

ARTICLE 29 - 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 Superintendent unless he/she is directly involved with the situation, at which time another person will be selected by the Administrative Officer 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 30 - SUCCESSOR

This Agreement shall be binding upon both parties hereto together with their respective successors and assignees.

ARTICLE 31 - SAVINGS CLAUSE

If any Article of this Agreement, or any part thereof should be made invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

Subject to the above paragraph and found or made invalid, the Employer and the Union shall meet within thirty (30) working days to negotiate a legal alternative.

ARTICLE 32 - LABOR MANAGEMENT COMMITTEE

Section 1.

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 Count 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 33 - WAGES

Section 1.

All Bargaining Unit employees shall be paid in accordance with the following Wage Schedule.

CLASSIFICATIONS:	PRIOR	1% 1/5/13 through 7/5/13	.5% 7/6/13 through 1/3/14	1% 1/4/14 through 1/2/15	1.25% 1/3/15 through 12/31/15
STREET LABOR FOREMAN Probationary Wage Rate (First 12 months):	\$19.82	\$20.02	\$20.12	\$20.32	\$20.57
Experienced Wage Rate	\$22.03	\$22.25	\$22.36	\$22.58	\$22.86
MECHANIC					

Probationary Wage Rate (First 12 months):	\$19.64	\$19.84	\$19.94	\$20.14	\$20.39
Experienced Wage Rate	\$21.83	\$22.05	\$22.16	\$22.38	\$22.66
LABORER					
Probationary Wage Rate (First 12 months):	\$16.29	\$16.45	\$16.53	\$16.70	\$16.91
Experienced Wage Rate	\$18.92	\$19.11	\$19.21	\$19.40	\$19.64
BUILDINGANDGROUNDS SUPERVISOR					
Probationary Wage Rate (First 12 months):	\$18.38	\$18.56	\$18.65	\$18.84	\$19.08
Experienced Wage Rate	\$19.97	\$20.17	\$20.27	\$20.47	\$20.73
OPERATOR — A					
Promotional Wage Rate (First 12 months):	\$20.76	\$20.97	\$21.07	\$21.28	\$21.55
Experienced Wage Rate	\$21.85	\$22.07	\$22.18	\$22.40	\$22.68
OPERATOR – B					
Probationary Wage Rate (First 12 months):	\$18.38	\$18.56	\$18.65	\$18.84	\$19.08
Experienced Wage Rate	\$19.97	\$20.17	\$20.27	\$20.47	\$20.73

Section 2.

Newly hired employees will be hired at an hourly “Probationary Wage Rate” on the Wage Schedule 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 each year.

Section 3.

Employees shall be paid in bi-weekly payments every other Friday. Employees who are shorted on their pay shall be paid all monies shorted them within four (4) work days after that period of time. The Employer will pay an additional seven percent (7%) of the error to the employee by his next regular pay. All accrued, unused vacation, sick leave and compensatory time shall be reflected on the employee’s pay stub each pay.

ARTICLE 34 - LONGEVITY

Section 1.

Bargaining unit employees shall be entitled to receive a single lump sum longevity allowance payable on or before the second payroll ending 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

Seniority Completed:	But less than:	2013, 2014, 2015 subsequent years
5 Years	6 Years	\$352.00
6	7	\$387.00
7	8	\$422.00
8	9	\$457.00
9	10	\$492.00
10	11	\$527.00
11	12	\$562.00
12	13	\$598.00
13	14	\$633.00
14	15	\$668.00
15	16	\$738.00
16	17	\$808.00
17	18	\$879.00
18	19	\$949.00
19	20	\$1,019.00
20 plus years		\$1,171.00

ARTICLE 35 - SENIORITY

Section 1.

Departmental seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer, within the Bargaining Unit.

Section 2.

Classification seniority shall be defined as the employee's uninterrupted length of service in the affected classification, within the Bargaining Unit.

Section 3.

A probationary employee shall have no seniority until he/she satisfactorily completes the probationary period, which will be added to his/her total length of continuous employment.

Section 4.

An employee's seniority shall be terminated when one or more of the following occur:

1. He/she resigns.
2. He/she is discharged for just cause.
3. He/she is laid off for a period of time that exceeds three (3) years.
4. He/she retires.
5. Failure to return at the end of an authorized leave of absence.
6. No call/no show for three (3) consecutive work days unless the employee is medically incapacitated and unable to make the call.
7. Engages in any gainful employment while on an approved leave of absence.

Section 5.

If two (2) or more employees are hired or appointed on the same date, their seniority shall be determined by a toss of a coin.

Section 6.

The Employer shall provide a current seniority list to the Union on an annual basis.

Section 7.

The Employer will provide the Union with a list of all employees employed in the Bargaining Unit, this list shall include the name, address, phone number, classification, and social security number. This list will be updated whenever changes occur.

Section 8.

Work assignments in the department of Public Service shall be by classification seniority. Departmental seniority shall prevail in vacation preference of Bargaining Unit employees and said scheduling. Classification seniority shall also prevail in the event the Employer establishes an additional shift for employees to select the shift they wish to be assigned.

ARTICLE 36 - HOURS OF WORK/OVERTIME

Section 1. Work Week — Work Hours

The standard workweek shall be Monday through Friday and the calendar week shall be Sunday through Saturday. The Service Department shall have a starting time and day shift from 7:00 a.m. to 3:30 p.m.

Section 2. Call-in-Pay(s)

An employee called-back to work during their normal off duty hours for a regular assignment shall be guaranteed at least four (4) hours of work or pay at the appropriate overtime rate of pay. An employee called back to work during their normal off duty hours for a Community Center assignment shall be guaranteed at least two (2) hours of work or pay at the appropriate overtime rate of pay.

Section 3. Overtime

An overtime list shall be posted every pay period, showing the charged overtime for employees. Charged overtime shall mean that overtime offered to an employee, and refused by him, and that overtime actually worked by him. Overtime work will be equitably distributed among those employees normally assigned to such work. Equitable distribution of overtime shall mean the variance of charged overtime shown for each employee on the overtime list shall not exceed eight (8) hours. Overtime will be paid for all hours over eight (8) hours; or more than forty (40) credited hours in a workweek. Overtime will be paid for all hours over eight (8) hours in a twenty-four hour period commencing with normal work starting time. In any case where a worker is called to work before twenty four (24) hours have elapsed since the beginning of this previous shift that previous starting time will be considered the beginning this overtime period.

Employees shall be given the choice between the applicable overtime payment or taking compensatory time for all hours worked in excess of eight (8) hours in a regular scheduled work day, or over forty (40) hours in a regularly scheduled work week. Compensatory time shall be paid at the rate of time and one-half (1 1/2) hours for all overtime hours worked.

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

It is recognized that the employees may refuse overtime. However, in the event an insufficient number of qualified employees are available or have accepted overtime the Employer and the Employer determines that more employees are needed for available work, the Employer shall have the right to order the employee(s) to work starting with the least senior qualified employee. An employee who accepts posted overtime will notify the Employer no later than on noon on Friday that they will be unable to work such overtime.

Section 4. Compensatory Time

Accrued compensatory time shall be taken by mutual agreement between the employee and the Superintendent. An employee may accrue a maximum of eighty (80) hours of compensatory time. Except in emergency situations, employees shall request compensatory time two (2) days prior to taking the time off

ARTICLE 37 - MAJOR MEDICAL/HOSPITALIZATION

Section 1.

The Employer will provide, on behalf of each employee, insurance coverage commensurate with the terms of Appendix C as attached to this Agreement.

Section 2.

Effective January 1, 2013, Bargaining Unit Members shall contribute One Hundred Twenty-Five Dollars (\$125.00) per month towards the monthly health insurance premium costs. Additionally, if total projected annual premium costs to the Employer for all of the Employer's employees exceeds or will exceed \$800,000 on or after January 1, 2014, then the Employer shall be permitted to reopen this Agreement for the sole purpose of discussing with the Union additional contributions or changes to the benefits provided by that health insurance.

Section 3.

The Employer will investigate an Internal Revenue Service Section 125 Plan so that employee participation as expressed in Section 2 above shall be on a pre-tax basis.

Section 4.

The Employer will provide on behalf of each employee, for optical vision care, equal to that coverage which each employee is presently receiving.

Section 5.

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 6.

The Employer has the right to implement a generic and/or mail order drug program to effectuate the cost savings for the Employer. Current mail order provisions provide for up to a ninety (90) day supply.

ARTICLE 38 - OHIO AFSCME CARE PLAN

Section 1.

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. The coverage includes a Life Insurance, Vision Care II, Hearing Aid and Dental III plan.

ARTICLE 39 - CLOTHING ALLOWANCE

Section 1.

The Employer will give all full time employees covered by this Collective Bargaining Agreement a \$650.00 check payable prior to February 10th each year, which shall be used for the purchase of work related clothing. Full-time employees shall wear approved clothing. The Employer will provide iron-on-patches (employee's name and City identification). All employees are required to wear OSHA approved shoes.

Section 2.

A new employee shall be entitled to receive a prorated amount of clothing allowance during his/her first calendar year of service with the Employer beginning with their starting date month if hired on or before the 15th of the month or the month following their hiring if hired after the 15th of a month.

ARTICLE 40 - EDUCATIONAL ASSISTANCE

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 41 - DURATION AND EXECUTION

This Agreement shall be effective from January 1, 2013 and shall continue through December 31, 2015 unless either party gives written notice to the other party not less than ninety (90) days prior to the termination date of the desire to terminate, modify, or negotiate a successor Collective Bargaining Agreement.

EXECUTION

Signed at Norton, Ohio this 15 day of July, 2013.



SuperMed Plus Multiple Option 100 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) Co-pay Network/Non-Network	-Primary Care Physician (PCP) \$15 / \$15 -Specialist \$30 / \$30
Urgent Care (UC) Co-pay Network/Non-Network	\$35 / \$35
Coinsurance Network/Non-Network	100% / 70%
Lifetime Maximum	\$5,000,000

Benefits	PPO Network	Non PPO Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent, 25 Student; Removal upon End of the Month	
Physician/Office Services		
Office Visit (Illness/Injury)	DV co-pay, then 100%	OV co-pay, then coinsurance
Urgent Care Office Visit	UC co-pay, then 100%	UC co-pay, then coinsurance
All Immunizations	100%	50% after deductible
Preventive Services		
Routine Physical Exam	OV co-pay, then 100%	50% after deductible
Well Child Care Services, Well Child Exams & Immunizations are limited to a \$1,000 maximum per benefit period.		
Well Child Care Exams	OV co-pay, then 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	coinsurance after deductible	50% after deductible
Physical & Occupational Therapies (40 visits per benefit period)	coinsurance after deductible	coinsurance after deductible
Speech Therapy (20 visits per benefit period)	coinsurance after deductible	coinsurance after deductible
Chiropractic Services (12 visits per benefit period)	coinsurance after deductible	coinsurance after deductible
Cardiac Rehabilitation (24 visits per benefit period)	coinsurance after deductible	coinsurance after deductible
Emergency Use of an Emergency Room	\$250 co-pay, then network coinsurance	
Non-Emergency Use of an Emergency Room	\$250 co-pay, then coinsurance	\$250 co-pay, then coinsurance
Emergency Services	network coinsurance	
Surgical Services	coinsurance after deductible	coinsurance after deductible
Diagnostic Services (excluding MRI's and CT Scans)	100%	coinsurance after deductible
MRI's and CT Scans	coinsurance after deductible	coinsurance after deductible

UB025 10/2002



Healthcare Consortium, Inc.

SuperMed Plus Multiple Option 100 Plan



Diagnostic Endoscopic Services	100%	coinsurance after deductible
Benefits	PPO Network	Non PPO Network
Inpatient Services		
Semi-Private Room and Board	coinsurance after deductible	\$250 co-pay per admission; then coinsurance after deductible
Maternity	coinsurance after deductible	\$250 co-pay per admission; then coinsurance after deductible
Skilled Nursing Facility (100 days per benefit period)	coinsurance after deductible	\$250 co-pay per admission; then coinsurance after deductible
Additional Services		
Ambulance	\$50 co-pay, then coinsurance	\$50 co-pay, then coinsurance
Durable Medical Equipment	coinsurance after deductible	coinsurance after deductible
Home Health Care	coinsurance after deductible	50% after deductible ¹
Hospice	coinsurance after deductible	50% after deductible ¹
Organ and Tissue Transplants	coinsurance after deductible	\$250 co-pay per admission; then coinsurance after deductible
Private Duty Nursing (\$1,000 maximum per benefit period)	coinsurance after deductible	coinsurance after deductible
Diabetic Education and Training	100%	coinsurance after deductible
Value Vision	Discount ²	None
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)	coinsurance after deductible	\$250 co-pay per admission; then coinsurance after deductible
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	OV co-pay, then coinsurance after deductible	OV co-pay, 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.

¹Coinsurance 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.

²A separate Value Vision discount program highlight sheet is available.



Healthcare Consortium, Inc.

RX Option 1
SuperMed® Script¹
Prescription Drug Program

2007

Benefits	Co-pay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
SuperMed Script Retail Program with Oral Contraceptive Coverage -- for the initial filling and up to two refills of a prescription drug		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$40	30
SuperMed Script Retail Program with Oral Contraceptive Coverage -- after the third retail fill of a prescription drug		
Generic Copayment	\$20	30
Formulary Copayment	\$40	30
Non-Formulary Copayment	\$80	30
SuperMed Script Home Delivery Program with Oral Contraceptive Coverage		
Generic Copayment	\$25	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$100	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an Independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

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.

¹SuperMed Script contains the following:

- Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.
- Generic Incentive: If the member or physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.
- Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

For the City of Norton

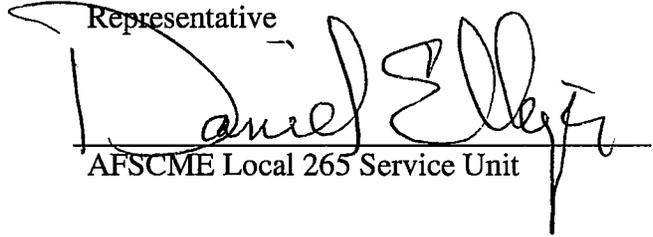


Rick Ryland
Administrative Officer

For AFSCME, Ohio Council 8



Mike DeLuke
Representative



AFSCME Local 265 Service Unit

APPENDIX A - WAIVER OF REPRESENTATIVE

I, _____ (please print name), 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 must be forwarded to AFSCME, Ohio Council 8, Local 265, on this _____ day of _____, 20____.