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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF INDEPENDENCE

AND

**AMERICAN FEDERATION OF STATE COUNTY
AND MUNICIPAL EMPLOYEES
LOCAL 2339 AND OHIO COUNCIL 8**

**TERM: JANUARY 1, 2013 THROUGH
DECEMBER 31, 2015**

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ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Independence, hereinafter referred to as "the City", and the American Federation of State, County and Municipal Employees, Ohio Council 8, and Local 2339, hereinafter referred to as "the Union".

ARTICLE 2 PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the City now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the City to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens and tax payers of the City; 4) To avoid interruption or interference with the efficient operation of the City's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 RECOGNITION

3.01 The Union is recognized as the sole and exclusive representative for negotiating wages, hours, and terms and conditions of employment for all employees classified as Vehicle/Equipment Body Mechanics, Cemetery Sextons, Automotive Mechanics, Carpenters, Maintenance Personnel Grade 1, Maintenance Personnel Grade 2, and Maintenance Personnel Grade 3 in the City, excluding all part-time, seasonal, and temporary employees.

ARTICLE 4 GENDER AND PLURAL

4.01 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 5 NON-DISCRIMINATION

5.01 The City and the Union agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, or disability.

5.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

5.03 The City recognizes the right of all employees and all applicants for employment to be free to join the Union and participate in lawful, concerted Union activities. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union. The Union recognizes the right of all employees and all applicants for employment to be free to join or not to join the Union.

ARTICLE 6 MANAGEMENT RIGHTS

6.01 Any and all rights concerned with the management of the Independence Service Department are the exclusive and sole responsibility of the City. It is further recognized that the City has the right to:

- (a) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
- (b) Direct, supervise, evaluate, or hire employees;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations;
- (d) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (e) Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- (f) Determine the adequacy of the work force;

- (g) Determine the overall mission of the City as a unit of government;
- (h) Effectively manage the work force;
- (i) Take actions to carry out the mission of the City as a governmental unit.

ARTICLE 7 AGENCY SHOP

7.01 All employees as defined in Article 3 of this Agreement, shall either (1) maintain their membership in the Union (2) become members of the Union, or (3) be required to pay a fair share fee to the Union as a condition of continued employment in accordance with the terms of Revised Code Section 4117.09(C). In the event that a fair share fee is to be charged to an employee, the City shall deduct such fee in the manner set forth in Article 8 of this Agreement.

ARTICLE 8 DUES DEDUCTION

8.01 During the term of this Agreement, the City shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees within the bargaining unit upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature, provided that:

- (a) The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the City the amounts due and owing from the employees who have submitted the authorization cards referred to in Section 1 herein.
- (b) An employee shall have the right to revoke such authorization by giving written notice to the City and the Union during the thirty (30) day period preceding the termination of this Agreement. An employee who revokes such authorization shall revert to a fair share status in accordance with the terms of Revised Code Section 4117.09(C).
- (c) The City's obligation to make deductions shall terminate automatically upon an employee's transfer to a job classification

outside the bargaining unit.

- (d) The Union hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the City for any such liabilities or damages that may arise.

8.02 The City will deduct voluntary contributions to the AFSCME International Union's Public Employee's Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this contract upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount shall be designated on the authorization card. The employee shall provide the City with thirty (30) days advance notification of any change in the contribution amount.

The contribution amount will be certified to the City by the Union. Monies deducted shall be remitted to the Union within ten (10) days of the date they are deducted. Payment shall be made to the Treasurer of P.E.O.P.L.E. and transmitted to AFSCME, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. The list must be separate from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.

The City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment, layoff, unpaid leave, insufficient wages, or transfer to a job classification outside the bargaining unit.

All P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions. The City assumes no obligation of any kind arising out of its deduction of voluntary contributions pursuant to this Article. The Union and the employee shall indemnify and save the City harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of voluntary P.E.O.P.L.E. contributions pursuant to this Article. Once such contributions are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

ARTICLE 9 NO STRIKE

9.01 The City and the Union agree that the Grievance Procedure provided herein is adequate to provide a fair and final determination of all grievances arising under this Agreement.

9.02 The Union and any member of the bargaining unit, for the duration of this Agreement, shall not directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with the normal operations of the City.

9.03 The Union and its officers and/or steward shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the Union and its officers and/or stewards shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved of by the Union. The Union and its officers and/or stewards shall advise the employees to return to work immediately.

9.04 The City shall not lock out any employees for the duration of this Agreement.

ARTICLE 10 UNION REPRESENTATION

10.01 The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the City and will cooperate to keep to a minimum the time lost from work by a representative. Before leaving an assignment pursuant to this section, the representative must obtain approval from the supervisor in charge of the shift. The City will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, and at any meetings at which the City requests a representative to be present.

10.02 Employees selected by the Union to act as Union representatives for the purposes of processing grievances under the Grievance Procedure shall be known as Steward. The City will recognize a total of one Steward and one alternate from the bargaining unit. The Steward shall represent employees on all shifts. The alternate

Steward shall be recognized when the regular Steward is absent or otherwise not available.

10.03 The Local Union Grievance Committee shall consist of the President, Secretary, Steward, and/or the Vice President, but not more than four (4) persons. At no time shall more than one member of the Local Union Grievance Committee participate in the processing of a grievance on behalf of a grievant.

10.04 Where there is a reduction in the work force for lack of work or a lack of funds, the following Union officials shall be retained in preference to all other employees, provided they can perform the available work: President, Vice President, Secretary, Treasurer, Stewards and Alternate Stewards.

10.05 Upon execution of this Agreement, the Union will provide the name of each employee who occupies the above referenced positions and/or offices. Thereafter, the Union shall provide written notice to the Mayor within thirty (30) days of any and all changes in the person who occupy the positions or offices described in Section .04 above.

10.06 Union Leave: Upon written request from the Union, a leave of absence without pay shall be granted to not more than two (2) employees for a period not in excess of ten (10) days per year each, for the purpose of attending Union conventions or other Union activities which necessitate a suspension of active employment. It is expressly understood that the employees must obtain at least two (2) weeks prior approval from the Service Director. There shall be no disruption of the provision of City services as a result of the loss of the two (2) employees. The City is free to replace such employees on a temporary basis if the need arises while such employees are on Union leave.

ARTICLE 11 BULLETIN BOARDS

11.01 The City shall provide the Union one (1) Bulletin Board in the Service Garage for legitimate union purposes. There shall be no defamatory, derogatory or scurrilous matter against the City or any of its officials, officers or agents posted on such board.

ARTICLE 12 DISCIPLINE

12.01 Any disciplinary suspension, demotion or discharge taken against an employee may be processed through the Grievance Procedure.

12.02 In the event that an employee is suspended or discharged, he will be advised of his right to have his Union Steward present, and upon request, will be permitted to discuss his suspension or discharge with the Steward in an area made available by the City before being required to leave the premises. An employee who is suspended or discharged shall be mailed a written notice within forty-eight (48) hours stating the reasons for whatever disciplinary action has been taken. Notices of Suspension and Discharge may be hand-delivered on City premises with a copy being sent to the Union. A copy of said notice shall also be provided to employee's local Union Steward within 48 hours. All disciplinary action may be appealed by the employee through the grievance procedure outlined herein. Failure to comply with any of the procedural requirements listed herein shall be subject to the Grievance Procedure but shall not result in dismissal of the charges which are the subject of the City's action.

12.03 New employees shall be considered to be on probation for a period of twelve (12) calendar months. During the probationary period, any disciplinary action taken by the City shall not be subject to the Grievance Procedure.

12.04 When imposing discipline on a current charge, the City shall not take into account discipline which occurred more than three (3) years previously, unless the current charge is the same or similar to charges which resulted in prior discipline.

ARTICLE 13 GRIEVANCE PROCEDURE

13.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the City or the Union which tend to impair or weaken the Grievance Procedure are improper.

13.02 A grievance is a dispute or difference between the City and the Union, or between the City and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Agreement. When any such grievance arises, the following procedure will be observed.

Step 1. An employee who believes he may have a grievance shall notify the Service Director or his designee, of the possible grievance within five (5) calendar days of the occurrence of the facts giving rise to the grievance. The Service Director will schedule an informal meeting with the employee and his Steward if the Steward's presence is requested by the employee, within five (5)

calendar days of the date of the notice by the employee. The Service Director or his designee and the employee, along with the employee's Steward if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. If an adjustment is made, a Steward will have the opportunity to be present.

Step 2. The Union on behalf of an employee whose grievance is not satisfactorily settled at Step 1 may submit it in writing to the Service Director or his designee within five (5) calendar days after the disposition at Step 1. The grievance shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and/or the Steward. The Service Director or his designee shall give his answer within seven (7) calendar days after receipt of the grievance. The Service Director's or his designee's answer shall be given to the grievant and the Union Steward.

Step 3. If the grievance is not satisfactorily settled within the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor or his designee within five (5) calendar days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall meet with one member of the Local Grievance Committee, the grievant, and the Ohio Council 8 representative of the Union within ten (10) calendar days after the receipt of the appeal. The Mayor and his designee shall issue a written decision to the employee and to the Union within ten (10) calendar days from the date of the meeting.

Step 4. In the event a grievance is unresolved after Step 3 then within thirty (30) calendar days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. Within this thirty (30) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will select an Arbitrator from the following permanent panel: (1) Anna DuVal Smith; (2). James Mancini; (3) Nels Nelson; (4) Robert G. Stein; and (5) Jonathan Klein and will choose one by the alternative strike method.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award

requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared equally by the parties. All other expenses shall be borne by the party incurring them, neither party shall be responsible for any of the expenses incurred by the other party.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees.

The arbitrators' decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

13.03 A grievance may be withdrawn without prejudice by the Union at any step of the grievance procedure consistent with established time limitations.

13.04 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the Union to the next level.

13.05 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays or Holidays.

ARTICLE 14 HOURS OF WORK

14.01 The normal work hours for regular full-time employees shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day, exclusive of the time allotted for meals during the period starting 12:01 AM. Sunday to Midnight Saturday.

14.02 All employees shall be allowed thirty (30) uninterrupted minutes for a schedule lunch period, except for other mutually agreed upon schedules between the City and the Union.

14.03 There shall be two (2) fifteen (15) minute non-cumulative rest periods for each eight (8) hour workday. The rest period, to the extent practicable, will be scheduled two (2) hours preceding and two (2) hours after the lunch period of an eight (8) hour shift, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift.

ARTICLE 15 SENIORITY

15.01 Only regular full-time employees of the City shall have seniority. Students, summer employees and part-time employees shall have no seniority rights.

15.02 Seniority shall mean an employee's uninterrupted length of continuous service with the City measured from his last hiring date as a full-time employee. An employee shall have no seniority for the probationary period provided in Article 12, Section 3, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

15.03 The City shall provide the Union with a copy of a seniority list upon the request of the Union. The City shall provide such list no more than semi-annually. The seniority lists shall be made up by classifications and shall contain in order of date of hire, the name, department, date of hire and classification seniority date of each employee.

15.04 Continuous service and seniority shall be broken when an employee:

- (a) Quits or resigns;
- (b) Is discharged for just cause;
- (c) Is laid off for a period equal to the amount of seniority held at the time the lay-off commences, or twenty-four (24) consecutive months, whichever is less;
- (d) Fails to report to work within ten (10) calendar days when recalled from layoff by certified mail addressed to the employee's last known address as shown in the City's records, unless the employee is

unable to work due to medically proven disability;

- (e) Is absent without report for fourteen (14) consecutive work days unless the employee has a reasonable excuse for failing to report the absence.

ARTICLE 16 LAYOFFS

16.01 Members of the bargaining unit may be laid off only for lack of work or lack of funds.

16.02 Whenever it is necessary for the City to reduce its forces, the employees within the department to be reduced will be laid off in the following order:

- (a) Students;
- (b) Part-time and seasonal employees;
- (c) Employees who have not completed their probationary period;
- (d) Regular full-time employees within the classification affected who have completed their probationary period;

In the application of the foregoing, employees will be retained by reason of their seniority only if they are able to perform the available work.

16.03 In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their seniority (last hired, first laid off). Regular full-time employees shall be laid off on the basis of their seniority within their classification. When the seniority or service of two (2) or more employees is equal, employees shall be laid off by the drawing of lots. In the event an employee cannot hold his present classification, he shall have the right to "bump" an employee with lesser seniority in an equal or lower rated classification within his department, provided the employee has the ability to do the work of the classification.

16.04 A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of two (2) years. A recall from layoff will be based upon departmental seniority (last laid off, first recalled). All employees shall be recalled to their classification in the reverse order of their layoff. An employee on layoff will be given ten (10) days notice of recall from the date on which the City sends the recall notice to the employee by certified mail (to his last known address as shown on the

City's records). Failure to respond to the notice shall cause the employee to forfeit his recall rights without further recourse.

16.05 Whenever practicable, a regular full-time employee shall be given a minimum of two (2) weeks advance notice of a layoff for lack of work or lack of funds.

ARTICLE 17 OVERTIME/PREMIUM

17.01 Employees will be paid time one and one-half (1 ½) of their straight time rate of pay for hours worked in excess of forty (40) hours in any one (1) work week.

17.02 For the purposes of overtime compensation, longevity compensation shall be included in the base rate for such computation. All other hours paid, but not worked for any reason, except holidays and vacation days, shall be excluded in determining the total number of hours worked, for overtime pay computation purposes.

17.03 If during the regular forty (40) hours, one (1) week period, an employee is scheduled to work any day which has been previously designated as a scheduled day off during that period he shall be paid a premium rate of one and one-half (1 ½) times the number of hours worked. Any such hours paid shall not result in pyramiding of overtime pay calculations.

17.04 Employees may elect to take compensatory time off in lieu of overtime pay, at the rate of one and one-half (1 ½) hours for each overtime hour worked, in accordance with the provisions of the Fair Labor Standards Act and the Department of Labor Regulations and may accumulate and maintain up to a maximum of eighty (80) hours of accumulation during each year of this Agreement. If an employee desires to cash in compensatory time, the employee must notify the Service Director in writing no later than December 1st of each year. Scheduling of compensatory time off shall be subject to the approval of the Service Director or his designee.

The City's response to an employee's request for compensatory time shall be made within fifteen (15) working days of the request.

ARTICLE 18 EQUALIZATION OF OVERTIME

18.01 The City shall be the sole judge of the necessity of overtime.

18.02 To the extent practicable the City shall equalize overtime among the employees. It is expressly understood that the following types of work shall not be

subject to the equalization of overtime: sanitary sewer work, electrical work, carpentry work, mechanical work, cemetery work and other work that cannot be performed by the random employee in the unit.

18.03 A part-time employee shall not be offered overtime unless an insufficient number of members of the bargaining unit are available or unless the overtime is a continuation of the assignment he was performing that day, and it was not known in advance the overtime would be needed to complete the task.

ARTICLE 19 CALL-IN PAY

19.01 An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of four (4) hours of work or four (4) hours pay at the applicable rate of pay.

19.02 An additional fifteen (15) minutes at the straight time hourly rate shall be paid on each occasion that an employee reports for a "call-in" assignment, provided the employee reports for work within thirty (30) minutes of being notified if he lives in Independence or within forty (40) minutes if he lives outside of Independence.

ARTICLE 20 LEAVE OF ABSENCE

20.01 Upon written request to the Mayor, a full-time employee of the City may be granted a Leave of Absence, without pay, for sickness and disability not covered pursuant to Articles 22 or 23 below or other good cause, provided, however, that no leave of absence shall be granted for the purpose of permitting an employee to seek and/or accept other employment, and no employee who is on leave of absence shall be subject to the written approval of the Mayor, and shall be for a period not exceeding six (6) months. Medical insurance coverage for employees on authorized unpaid leaves of absence may be continued upon payment of the monthly premium by the employee to the Finance Director on the first of each month, in advance. Life insurance coverage pursuant to Article 31 hereof will not be continued for employees on leave of absence. An employee who is granted an unpaid leave of absence shall not accrue any benefits during his absence, nor shall the employee earn any seniority during said absence.

ARTICLE 21 JURY DUTY LEAVE

21.01 Any employee who is subpoenaed for jury or witness duty, in either Federal, County or Municipal court, shall be paid all hours served up to a maximum of

eight (8) hours of pay per day at the employee's regular hourly rate. Proof of hours served must be provided to the City in order to receive payment.

ARTICLE 22 DISABILITY LEAVE

22.01 An employee who is disabled as a result of the performance of duties within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed ninety (90) calendar days from the date that such service related disability was incurred. If workers compensation temporary total disability payments are interrupted then said leave shall be extended by the City until temporary total disability payments are received by the employee. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this section is incurred, the first seven (7) days of said service related disability shall be charged to said employee's accumulated sick-leave credit; or if less than seven (7) days accumulated sick leave credit is available, the existing sick leave credit then available shall be charged, and any remaining service related disability leave shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

22.02 A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each month in which such disability occurred or continues, or more often, if requested to do so by the Finance Director, and any employee receiving disability leave must, as a condition thereof, submit to a physical or physicals by a physician or surgeon chosen by the City at any time.

22.03 In the event an employee is dissatisfied with a determination of the Finance Director based on the City's medical examination, the employee may submit the question to the Grievance Procedure.

ARTICLE 23 SICK LEAVE

23.01 Every employee shall be entitled to one and one-quarter (1 ¼) days sick leave per month of service, while actually disabled by sickness or physical injury, and shall be allowed the same compensation on sick leave as if actually employed.

23.02 The sick leave herein provided for shall apply to schedule workdays only

and shall be cumulative without limit. "Cumulative" means the accumulation of all unused sick leave for any number of years.

23.03 Employees shall, at the time of retirement from active full-time service with the City, and with ten (10) or more years of continuous service with the City, be paid in cash for one-fourth ($\frac{1}{4}$) of the employee's accrued but unused sick leave, up to a maximum accrual of one hundred twenty (120) days. The dollar value of a sick day shall be based on (a) employee's annual salary at time of retirement, and (b) a work year of fifty-two (52) weeks and five (5) days per week. For this calculation paid vacation days and holidays are considered workdays. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the City only once to any employee during his lifetime. This section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement as set forth herein.

23.04 No continuous sick leave in excess of three (3) days shall be allowed except upon a certificate of a licensed physician to be filed with the Service Director not later than seven (7) days after the commencement of sickness or disability. The certificate shall state the nature of illness and the probable length thereof. Additional certificates may be required by the Service Director for prolonged illnesses.

23.05 Sick leave shall be granted for absence from duty because of illness, injury, disease, exposure to contagious disease, or attendance upon members of the immediate family whose serious health condition, as that term is used in the Family Medical Leave Act, requires the care of such employee. "Immediate family" shall mean the father, mother, sister, brother, wife, husband or children related either by blood or marriage to the employee or adopted children and who are residing with the employee.

23.06 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore within a reasonable time before the start of his work shift each day he is to be absent. Sick leave shall be used in at least one-quarter ($\frac{1}{4}$) day increments.

23.07 An employee who transfers from his department to another department of the City shall be allowed to transfer his accumulated sick leave to the new department.

23.08 Employees hired on or after January 1, 1991 who have previously accumulated sick leave from public service with the State of Ohio or any other political subdivision of the State shall not be permitted to credit such accumulated sick leave with the City of Independence.

23.09 The sick leave / attendance bonus shall be eliminated effective January 1, 2013 for a one-time payment of Five Hundred Dollars (\$500) per employee to be paid as soon as practicable upon execution of this agreement.

ARTICLE 24 FUNERAL LEAVE

24.01 Leave shall also be granted for a three (3) day funeral leave (or for such fewer days as the employee may be absent) in the event of the demise of spouse, son, daughter, father, mother, grandfather, grandmother, father-in-law, mother-in-law, brother or sister, which leave shall not be deducted from accumulated sick leave. Upon the death of an employee's brother-in-law or sister-in-law, an employee, upon request, will be excused for one (1) day on which he otherwise would have worked provided that all other conditions as set forth in this Section are met.

24.02 Attendance at the funeral or memorial service in lieu of the funeral is a prerequisite to receive the benefits. The time off must be on days the employee was scheduled to work. Such payment will be at the employee's normal rate.

24.03 Employees may use, when necessary, up to five (5) days of earned and accumulated sick leave for the purpose of attending the funeral of an individual identified in Section 1 above.

ARTICLE 25 FAMILY MEDICAL LEAVE

25.01 Employees who qualify for FMLA leave must utilize all available paid leave, except eighty (80) hours of the employee's choice of all available paid leave (accumulated sick leave, vacation and/or holiday time) before any unpaid time will be allocated toward the twelve (12) week annual total paid and unpaid leave allowed. For purposes of calculation, the City will utilize the "rolling" year, measured backwards from when FMLA leave is first utilized.

ARTICLE 26 VACATIONS

26.01 Except for new hires, vacation eligibility shall be determined as of December 31st of each year for the following calendar year. On December 31st each employee must have worked a minimum of one thousand forty (1,040) hours during the preceding twelve (12) month period and reached the years of service as contained in the following schedule to be eligible:

EMPLOYEES HIRED PRIOR TO JANUARY 1, 2013

One (1) full year	40 hours
Two (2) full years	80 hours
Five (5) full years	120 hours
Ten (10) full years	160 hours
Twenty (20) full years	200 hours

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2013

One (1) full year	40 hours
Two (2) full years	60 hours
Three (3) full years through Seven (7) full years	80 hours
Eight (8) full years through Twelve (12) full years	120 hours
Thirteen (13) full years through Seventeen (17) full years	140 hours
Eighteen (18) full years through Twenty-four (24) full years	160 hours
Twenty-five (25) full years and above	200 hours

NOTE: On December 31st new hires shall have their vacation eligibility prorated on the basis of the number of full months worked prior to December 31st as a fraction of twelve (12) times forty (40) hours.

Employees must schedule and take their vacation during the following calendar year after their eligibility is determined on December 31st. Unused vacation hours shall not be carried over to the next calendar year. At the sole discretion of the City, employees may be compensated for such unused vacation hours in accordance with the provisions set forth in Article 28 hereof, and when so approved unused vacation days shall be paid at the employee's regular rate.

Employees commence the accrual of vacation hours on January 1st of each calendar year. Any employee who quits, is terminated, laid-off, dies, retires or in any way separates his/her employment is entitled to the accrued but unused vacation hours on the basis of full months worked from January 1st to the date of separation as a fraction of twelve (12) times the amount of the eligible vacation hours as of the preceding December 31st.

26.02 After the initial primary vacation request of one (1) week or more which is scheduled by March, subsequent employee vacation requests shall be reviewed by the City. The City shall provide the employee with a response within fifteen (15) working days of receipt. Employees may request vacation throughout the year.

26.03 An employee who has earned vacation time by reason of being employed in the City's Service Department shall be able to transfer his vacation to another department should he elect such a transfer.

26.04 Time spent off recovering from a work-related injury shall count as time worked.

ARTICLE 27 HOLIDAYS

27.01 Every employee shall be entitled to a day off with regular pay for the following holidays: New Years Day, Martin Luther King Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day, President's Day and Two (2) Personal Days. If a holiday as specified in this section falls on a Thursday or Friday, all employees who would normally be paid on that Friday shall be paid on the last regular working day preceding the holiday.

27.02 Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

27.03 Any employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his regular hourly rate.

27.04 An employee who works on a recognized holiday shall receive eight (8) hours of holiday pay in addition to one and one half (1 ½) times their regular rate of pay for all hours worked on the holiday. Any such hours paid shall not result in pyramiding of overtime pay calculations.

27.05 Any employee who fails to work the scheduled day before and the scheduled day after the holiday(s) as designated in Section 1 shall forfeit his holiday pay, unless he can substantiate his illness.

27.06 The scheduling of personal days as contained in 27.01 is subject to the prior approval of the Service Director or his designee.

ARTICLE 28 UNUSED VACATION DAYS

28.01 Compensation for unused vacation days, when authorized pursuant to Article 26 and not to exceed five (5) days, shall be paid only once a year and only after compliance with the following. An employee shall be eligible to cash in an additional five (5) days provided the employee did not use more than twenty-four (24) hours of sick leave in the preceding twelve (12) months measured from November 1st through October 31st of each year, shall be paid only once a year and only after compliance with

the following: The Service Director, who has approved compensation for unused vacation for employees under his jurisdiction, shall submit a list of said employees, and the number of days of pay involved for each employee to the Finance Director by November 1st of each year. Said list shall be submitted by the Finance Director to the Council. Payment and approval shall be made by the Finance Director.

ARTICLE 29 CHANGES AND CLOTHING ALLOWANCE

29.01 The City will provide five (5) changes of eleven (11) uniforms and such other protective clothing as is required for members of the Service Department.

29.02 Employees covered by this Agreement shall be entitled to an annual uniform clothing allowance for the purchase of work boots, work jackets, socks, t-shirts and foul weather gear (gloves and boots) and protective gloves required to work not exceeding Four Hundred Dollars (\$400.00) to be paid in a lump sum, and on the first pay period of each year. The annual clothing allowance shall be pro-rated for any employee who is not employed for that full calendar year. No such allowance shall be made or paid unless it shall be approved by the Service Director and Finance Director.

29.03 All employees must wear the uniforms provided and shall at all times be fully uniformed. They shall, during working hours, present a neat appearance to the satisfaction of the Service Director - well-trimmed hair and properly shaved.

ARTICLE 30 HOSPITALIZATION INSURANCE

30.01 The City will provide on behalf of each full-time employee and his family if such employee is married, the medical, drug, dental and vision coverage.

Due to the voluminous nature of the captioned plan designs, they are hereby incorporated by reference. It is understood that the fully printed current versions and other versions as may be recommended by the city-wide joint medical/hospitalization committee and approved by Council and the Union's membership during the term of this agreement will be on file with the City's Human Resources Director, the Union's Local President and the Union's Staff Representative.

30.02 A city-wide joint medical/hospitalization committee comprised of one (1) representative from each of the five (5) bargaining units, four (4) non-bargaining representatives from other city departments, and one (1) representative from Council shall be formed. The duties and other details related to the functioning of the committee

shall be determined by the committee under the direction and facilitation of the Human Resources Director.

The goals of the joint medical/hospitalization committee are to promote cost containment and minimize contributions by employees.

30.03 Employee contributions for calendar year 2013 are contained in Appendix H. If the city-wide joint medical/hospitalization committee recommends revisions and said revisions are approved by Council and the Union's membership during the term of the agreement, Appendix H shall be so revised.

30.04 The City shall contribute Fifty Cents (50¢) per employee, per month to the Ohio AFSCME Care Plan for hearing aid coverage.

ARTICLE 31 LIFE INSURANCE

31.01 The City shall provide all employees with a life insurance policy with a face value of Forty Thousand Dollars (\$40,000.00) and payment will be subject to the terms and conditions set forth in the policy. The Employee shall have the option to purchase additional life insurance pursuant to the terms of the policy then in effect through automatic payroll deduction.

ARTICLE 32 LONGEVITY COMPENSATION

32.01 In addition to the amounts provided in Article 33 of this Agreement each employee hired on or before December 31, 2012 shall receive the following sums as longevity compensation for the years of full-time service. Longevity increases shall be determined and granted in the first pay period of the month following the employee's employment anniversary date. Longevity shall be paid each pay period.

YEARS	ANNUAL PAYMENT
5	\$500
6	\$625
7	\$750
8	\$875
9	\$1,000
10	\$1,125
11	\$1,250
12	\$1,375

YEARS	ANNUAL PAYMENT
13	\$1,500
14	\$1,625
15	\$1,750
16	\$1,875
17	\$2,000
18	\$2,125
19	\$2,250
20	\$2,375

32.02 Employees hired on or after January 1, 2013 shall not be eligible for longevity compensation.

ARTICLE 33 COMPENSATION SCHEDULE

33.01 The following pay schedules are in effect for all employees hired on or before December 31, 1994:

	2013 (1%)	2014 (0%)	2015 (1%)
VEHICLE EQUIPMENT BODY MECHANIC	\$28.07	\$28.07	\$28.35
AUTO MECHANIC	\$28.26	\$28.26	\$28.54
CARPENTER	\$27.24	\$27.24	\$27.51
CEMETERY SEXTON	\$26.67	\$26.67	\$26.94
MAINTENANCE PERSON (1)	\$26.19	\$26.19	\$26.45
MAINTENANCE PERSON (2)	\$25.73	\$25.73	\$25.99
MAINTENANCE PERSON (3)	\$25.08	\$25.08	\$25.33
STIPEND (For employees hired on or before 12/31/94 only):	\$600	\$1,200	\$600

Note: The first \$600 stipend will be paid as soon as practicable upon ratification. The 2nd and 3rd year stipends will be paid in two (2) equal installments on or about June 1 and on or about December 1 in each of the years 2014 and 2015.

33.02 Any employee hired between January 1, 1995 and December 31, 2012, shall be paid according to the following pay schedule:

	2013 94% of top	2014 96% of top	2015 98% of top
VEHICLE EQUIPMENT BODY MECHANIC	\$26.38	\$27.51	\$27.78
AUTO MECHANIC	\$26.56	\$27.69	\$27.97
CARPENTER	\$25.61	\$26.69	\$26.96
CEMETERY SEXTON	\$25.07	\$26.14	\$26.40
MAINTENANCE PERSON (1)	\$24.62	\$25.67	\$25.92
MAINTENANCE PERSON (2)	\$24.19	\$25.22	\$25.47
MAINTENANCE PERSON (3)	\$23.57	\$24.58	\$24.82

33.03 Any employee hired on or after January 1, 2013 shall be paid consistent with the seven (7) step annual wage progression as contained and described below. The top rate of classification (Step 1) shall be 10% less than the rate of the same classification contained in Section 33.01 above.

	STEP	2013	2014	2015
VEHICLE EQUIPMENT BODY MECHANIC	STEP 1	\$25.26	\$25.26	\$25.51
	STEP 2	\$23.24	\$23.24	\$23.47
	STEP 3	\$21.38	\$21.38	\$21.59
	STEP 4	\$19.67	\$19.67	\$19.86
	STEP 5	\$18.10	\$18.10	\$18.27
	STEP 6	\$16.65	\$16.65	\$16.81
	STEP 7	\$15.32	\$15.32	\$15.47
AUTO MECHANIC	STEP 1	\$25.43	\$25.43	\$25.69
	STEP 2	\$23.40	\$23.40	\$23.63
	STEP 3	\$21.53	\$21.53	\$21.74
	STEP 4	\$19.81	\$19.81	\$20.00
	STEP 5	\$18.23	\$18.23	\$18.40
	STEP 6	\$16.77	\$16.77	\$16.93
	STEP 7	\$15.43	\$15.43	\$15.58
CARPENTER	STEP 1	\$24.52	\$24.52	\$24.76
	STEP 2	\$22.56	\$22.56	\$22.78
	STEP 3	\$20.76	\$20.76	\$20.96
	STEP 4	\$19.10	\$19.10	\$19.28
	STEP 5	\$17.57	\$17.57	\$17.74
	STEP 6	\$16.16	\$16.16	\$16.32
	STEP 7	\$14.87	\$14.87	\$15.01

CEMETERY SEXTON	STEP 1	\$24.01	\$24.01	\$24.25
	STEP 2	\$22.09	\$22.09	\$22.31
	STEP 3	\$20.32	\$20.32	\$20.53
	STEP 4	\$18.69	\$18.69	\$18.89
	STEP 5	\$17.19	\$17.19	\$17.38
	STEP 6	\$15.81	\$15.81	\$15.99
	STEP 7	\$14.55	\$14.55	\$14.71
MAINTENANCE PERSON (1)	STEP 1	\$23.57	\$23.57	\$23.81
	STEP 2	\$21.68	\$21.68	\$21.91
	STEP 3	\$19.95	\$19.95	\$20.16
	STEP 4	\$18.35	\$18.35	\$18.55
	STEP 5	\$16.88	\$16.88	\$17.07
	STEP 6	\$15.53	\$15.53	\$15.70
	STEP 7	\$14.29	\$14.29	\$14.44
MAINTENANCE PERSON (2)	STEP 1	\$23.16	\$23.16	\$23.39
	STEP 2	\$21.31	\$21.31	\$21.52
	STEP 3	\$19.61	\$19.61	\$19.80
	STEP 4	\$18.04	\$18.04	\$18.22
	STEP 5	\$16.60	\$16.60	\$16.76
	STEP 6	\$15.27	\$15.27	\$15.42
	STEP 7	\$14.05	\$14.05	\$14.19
MAINTENANCE PERSON (3)	STEP 1	\$22.57	\$22.57	\$22.80
	STEP 2	\$20.76	\$20.76	\$20.98
	STEP 3	\$19.10	\$19.10	\$19.30
	STEP 4	\$17.57	\$17.57	\$17.76
	STEP 5	\$16.16	\$16.16	\$16.34
	STEP 6	\$14.87	\$14.87	\$15.03
	STEP 7	\$13.68	\$13.68	\$13.83

Note 1: Consistent with Article 6 (Management Rights), the City expressly reserves the right to hire employees in all job classifications at any step in the wage step progression listed above. Future annual progressive steps will be based on the initial hiring step.

Note 2: If an employee moves from one classification to another classification he/she shall be retained in the same rate progression step of the former classification.

33.04 In addition to the base hourly wage rate, employees in the classifications

listed below will receive additional hourly compensation provided that they receive and maintain certifications as determined and approved by the City while employed in those classifications.

Vehicle/Equipment Body Mechanic: for every 4 certifications an additional \$.60 cents per hour, for every 8 certifications an additional \$1.00 per hour.

Automotive Mechanic: for every 4 certifications an additional \$.60 hour, for every 8 certifications an additional \$1.00 per hour, for every 11 certifications an additional \$1.50 per hour.

Maintenance Person (1): for every certification an additional \$.15 cents per hour.

Maintenance Person (2): for every certification an additional \$.15 cents per hour.

33.05 In addition to the hourly compensation for the certifications determined and approved by the City, the City will reimburse the classified employee(s) cost of annual re-certification up to a maximum of Seventy-Five Dollars (\$75.00) per certification per year, provided employee(s) demonstrate successful completion of the recertification and substantiation of the recertification costs.

33.06 The parties agree that in their continued efforts to enhance the skill levels of employees for the benefit of the City and its residents, a departmental committee to evaluate additional certifications will be established to discuss, review and recommend such additional certifications to the City. It is understood that such recommendations do not obligate either party contractually.

ARTICLE 34 MILEAGE

34.01 All regular full-time employees required to use their car in the performance of their job duties for the City shall be reimbursed only for such actual mileage at the rate of Twenty-Six Cents (\$.26) per mile, but the employee shall not be entitled to reimbursement unless the use of the employee's car was authorized by the Mayor or Service Director.

ARTICLE 35 SWIMMING POOL PASS

35.01 The City shall provide all employees with a family season swimming pool pass.

ARTICLE 36 INCLEMENT WEATHER

36.01 The City will attempt to provide inside work during inclement weather, however, the scheduling of such work will be dependent on the prevailing circumstances including, but not limited to such factors as duration of the weather conditions, availability of work, etc.

ARTICLE 37 WORK BY SUPERVISORS

37.01 Non-bargaining unit supervisors will not perform bargaining unit work to the extent that it results in a lay-off, a reduction in the work force, or reduction of hours of work by bargaining unit employees.

37.02 Except for emergencies, a non-bargaining unit supervisor will not perform bargaining unit tasks outside of the supervisor's usual working hours to deny overtime opportunities to bargaining unit personnel.

ARTICLE 38 TEMPORARY ASSIGNMENTS

38.01 If an employee is temporarily assigned to work as a carpenter, mechanic, or cemetery sexton, he shall receive the carpenter, mechanic or cemetery sexton rate of pay provided he works eight (8) or more hours during a shift in the carpenter, mechanic, or cemetery sexton classification.

38.02 The City will not change temporary transfer assignments for the specific purpose of avoiding the provisions of this paragraph.

38.03 The City will not schedule regular part-time employees in excess of seventy-two (72) hours per pay period, except that the seventy-two (72) hour limitation shall not apply for twelve (12) weeks from May 15th through September 15th of each calendar year.

ARTICLE 39 PROMOTIONS - JOB BIDDING

39.01 When a vacancy, opening or new job occurs as determined solely by the City, in the classification covered by this Agreement, the City shall post in the department where the vacancy opening or new job occurs, a notice of the vacancy or opening for seven (7) work days. During the seven (7) workdays, employees from the department involved may bid for the posted job. The job shall be awarded within a

reasonable time thereafter. In awarding the job, the City will consider seniority and the employee chosen must be able to perform the job.

39.02 If no member of the bargaining unit applies or if the City determines that none of the applicants from the bargaining unit is qualified for the position, the City may fill the position by hiring a qualified new employee from outside the bargaining unit.

ARTICLE 40 NEW AND CHANGED JOBS

40.01 If substantial changes occur in the method of operations within the general scope of the work performed by members of this unit which requires the establishment of a new job classification as determined solely by the City, the City shall establish and describe the content of the job and it shall establish a pay structure for that job. The content of the job and the pay structure shall then be reviewed with the Union. If the Union is not in agreement with the rate of pay for the job, it can file a grievance at Step 3 of the Grievance Procedure within thirty (30) days following the termination of discussions concerning the rate of pay. If the grievance is arbitrated, the arbitrator shall have the authority to recommend the proper rate of pay for the job or he shall recommend placing the job within the rate of pay for that classification. The arbitrator's recommendation shall become final and binding and the rate of pay shall be retroactive to the date an employee actually worked in the new classification. Any rate and classification agreed to by the City and the Union shall become part of the wage schedule to this Agreement.

ARTICLE 41 OBLIGATION TO NEGOTIATE

41.01 The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to the wages, hours and terms and conditions of employment and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

41.02 Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargain/negotiated and signed this Agreement.

ARTICLE 42 CONFORMITY TO LAW

42.01 The provisions of this Agreement shall be subject to any present and future Federal and State laws, along with any applicable Rules and Regulations as are provided in Ohio Revised Code Section 4117.10. The invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

42.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect.

ARTICLE 43 SUPERVISORY REPLACEMENT RIGHTS

43.01 Any supervisory employee of the City's Service Department who was promoted from a position in the bargaining unit and is subsequently removed from such supervisory position by the City and placed in the bargaining unit shall be assigned to an available bargaining unit classification consistent with his ability to perform the required duties and shall retain the same seniority date (length of service) that he had prior to such placement in the bargaining unit.

43.02 No employee within the bargaining unit will be reduced in position or wage rate as a result of such return to the bargaining unit, nor shall the return cause a layoff.

ARTICLE 44 STANDBY PAY

44.01 During the four (4) month period from December 1 to March 31, employees designated and assigned by the City during non-scheduled hours of work to be available for immediate response shall be entitled to an additional Ninety-Five Dollars (\$95.00) per week when so assigned. These sums shall be considered add-ons and shall be excluded from any and all economic calculations based on wages.

44.02 Employees so assigned under Section 1 who fail to report within thirty (30) minutes (if they live in Independence) or forty (40) minutes (if they live outside of Independence) of being notified to report shall forfeit the payment in Section 1 above for that week.

44.03 Employees so assigned under Section 1 who are not available to report or

do not report when so notified shall forfeit the Section 1 payment for that week and be subject to disciplinary action.

ARTICLE 45 SUBSTANCE ABUSE (DRUG FREE WORKPLACE POLICY)

The City is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any City employee illegally uses drugs or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells drugs in the workplace. To accomplish the missions of the City's respective departments a drug-free workplace must exist. It is the intent of the City to comply with all Federal and State laws and regulations that govern the establishment of a Drug Free Workplace. Therefore, the City has established the following Policy:

1. It is a violation of City Policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs or alcohol on the job.
2. It is a violation of City Policy for anyone to report to work under the influence of illegal drugs or alcohol-that is, with illegal drugs or alcohol in his/her body.
3. No employee shall possess, use or abuse controlled substances substance. No employee shall have on their person, in their vehicles or stored in any manner on City property illegal drugs or unauthorized open containers of alcoholic beverages. No employee shall exhibit evidence of the use of illegal drugs or the consumption of an alcoholic beverage about their person while in the performance of their duties.
4. No employee shall report to work having consumed any substance that may adversely affect his or her performance or safety or the safety of others.
5. It is a violation of City Policy for anyone to use prescription drugs illegally. (However, nothing in this Policy precludes the appropriate use of legally prescribed medication.)
6. Any employee violating this Policy is subject to disciplinary action up to and including termination. Possession of illegal controlled substances may result in criminal prosecution.

It is the responsibility of the City's Department Heads or supervisors to counsel employees whenever they see changes in performance or behavior that suggests an employee is under the influence of alcohol or other drugs. Although it is not the Department Head's or supervisor's job to diagnose personal problems, the Department Head or supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who uses alcohol or other drugs in the workplace to seek help.

The goal of this Policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this Policy is to offer a helping hand to those who need it, while sending a clear message that the illegal drug use and alcohol abuse are incompatible with employment at the City of Independence.

As a condition of continuing employment, employees must abide by the terms of this Policy, and must notify the City in writing of any conviction or a violation of a criminal drug statute no later than five calendar days after such conviction.

At the time the City grants employment to any individual, the offer of employment shall be conditional. In addition to any other conditions that may be imposed upon the offer of employment, the offer of employment shall be conditioned upon the successful completion of a medical exam which shall ascertain the individual's ability to perform the duties of the job for which employment has been conditionally offered. As part of such exam, the individual must pass a drug screen. Any applicant with a confirmed positive test result will be denied employment.

The City will provide drug and alcohol awareness information to all employees. This will include the Drug Free Workplace Policy on drug and alcohol abuse, information on the magnitude and dangers of drug and alcohol abuse, and the availability of local community resources through an employee assistance program.

The City has adopted testing practices to identify employees who use illegal drugs either on or off the job. It shall be a condition of continuing employment for all employees to submit to drug testing under the following circumstances:

- All City employees who are required to submit to random drug and/or alcohol testing by applicable Federal Law or Federal Regulation shall be subject to random drug and/or alcohol testing; (employees who possess CDL's and are required to submit to random drug testing by Federal DOT regulations will not be required to participate in any other city-wide random drug testing program) and/or
- When there is reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs; and/or

- When employees are involved in on-the-job accidents where personal injury or damage to company property occurs and there is reasonable suspicion to believe that the employee is under the influence of alcohol or illegal drugs either due to the nature of the accident or otherwise; and/or
- As part of a follow-up program to treatment for alcohol or drug abuse.
- City-wide random program to be eligible for workers' compensation program discounts.

The testing process for alcohol and drugs, including collection, laboratory analysis and medical review, shall meet all applicable federal and state legal standards.

No employee shall refuse to submit to a medical examination or a drug/alcohol test or attempt to manipulate the testing process. A refusal to test will be considered a violation of this Policy and is subject to disciplinary action, up to and including termination.

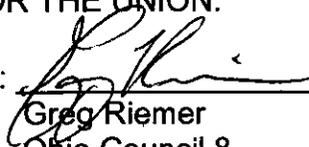
ARTICLE 46 DURATION OF AGREEMENT

46.01 This Agreement represents the complete Agreement on all matters subject to bargaining between the City and the Union and shall remain in full force and effect from January 1, 2013 through December 31, 2015.

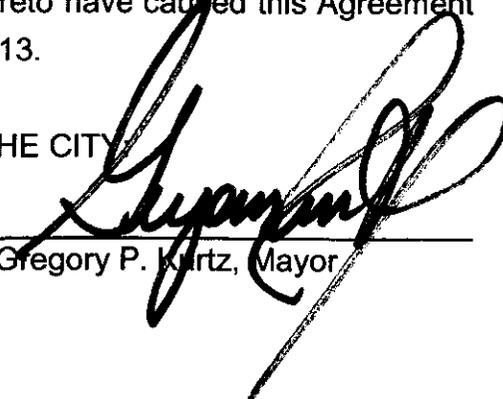
ARTICLE 47 EXECUTION

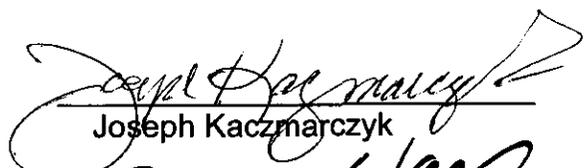
47.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 21st day of August, 2013.

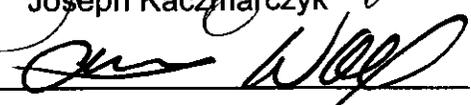
FOR THE UNION:

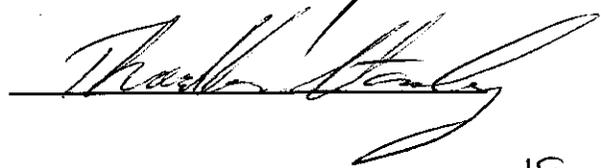
By: 
Greg Riemer
Ohio Council 8

FOR THE CITY:

By: 
Gregory P. Kurtz, Mayor


Joseph Kaczmarczyk





Approved by Ordinance No. 2013- 18 passed this 9th day of July, 2013.

Approved as to legal form and correctness:


Gregory O'Brien, Law Director

8.29.13
Date

APPENDIX A
LETTER OF UNDERSTANDING I

This will confirm the City's commitment during the 2012 negotiations to submit to the Union the name, address, date of hire, rate of pay, last four digits of the Social Security number and job classification of each newly hired employee of the bargaining unit. This information will be included with the monthly dues deduction report and check prepared and submitted by the City's Finance Department.

This procedure will become effective the month following execution by the parties of the terms and conditions of a successor Labor Agreement.

For the City


Joseph F. Lencewicz
Labor Relations Representative for
The City of Independence

For the Union


Greg Riemer
AFSCME Staff Representative

APPENDIX B
LETTER OF UNDERSTANDING II

This will confirm our discussions during the 2012 negotiations during which we mutually agreed that the City will continue a Salary Reduction Pick-Up program with OPERS for full-time members of the Independence Service Department.

For the City



Joseph F. Lencewicz
Labor Relations Representative for
The City of Independence

For the Union



Greg Riemer
AFSCME Staff Representative

APPENDIX C
LETTER OF UNDERSTANDING III

The 2013 Collective Bargaining Agreement between the City of Independence ("City") and Local 2339, Ohio Council 8, AFSCME ("Union") is supplemented by the following agreement regarding Commercial Driver License and bus and tank endorsements.

- A. Employees who are classified as Maintenance Person1 or Maintenance Person 2 shall be required to have and maintain a Commercial Driver's License (CDL).
- B. Said employees shall receive an amount equivalent to the difference between the cost of a regular driver's license and a CDL renewal fee, every four (4) years upon proof of payment and renewal certification.
- C. Employees who fail to maintain their CDL and bus and tank endorsements, if required for their classification (i.e., Maintenance Person 1-CDL with bus and tank endorsements, Maintenance Person 2-CDL) shall fall subject to the provisions of Article 16, Section 3, of this Agreement. However, if available work exists in the Maintenance Person 3 classification, employees will be assigned and paid the rate of the Maintenance Person 3 classification. Additionally, if an employee passes the CDL while on layoff, he shall be subject to Article 16, Section 4, of this Agreement.

For the City



Joseph F. Lencewicz
Labor Relations Representative for
The City of Independence

For the Union



Greg Riemer
AFSCME Staff Representative

APPENDIX D
LETTER OF UNDERSTANDING IV

This will confirm our discussions during the 2012 negotiations that the parties agreed as follows regarding employees covered by the Collective Bargaining Agreement.

The City shall continue to provide a safe workplace. Employees have a responsibility to work safely and are strongly encouraged to assist the City in this process by utilizing safeguards and by reporting safety problems to their supervisors as soon as possible. Additionally, the Union Safety Committee will meet the Service Director as needed to address safety concerns and help the parties maintain a safe workplace.

For the City


Joseph F. Lencewicz
Labor Relations Representative for
The City of Independence

For the Union


Greg Riemer
AFSCME Staff Representative

APPENDIX E
LETTER OF UNDERSTANDING V

This will confirm our discussions during the 2012 negotiations that the parties agreed as follows regarding employees covered by the Collective Bargaining Agreement.

While the City does not intend to interfere with employees' private lives, it is understood that employees have an obligation at all times to avoid violations of applicable laws or similar activity which brings the City into public disrepute or prevents them from performing their job properly.

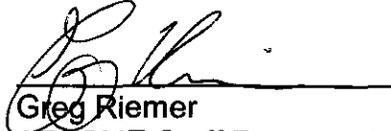
It was further acknowledged that employees failing to adhere to the aforementioned standards are failing to meet work requirements as public employees and will be administered as such by the City, subject to the just cause provision of the Collective Bargaining Agreement.

For the City



Joseph F. Lenczewicz
Labor Relations Representative for
The City of Independence

For the Union



Greg Riemer
AFSCME Staff Representative

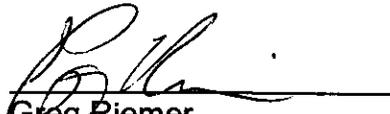
APPENDIX F
LETTER OF UNDERSTANDING VI

During the 2012 negotiations the parties acknowledged the mutual benefit of administering disciplinary suspensions or discharges in a timely fashion. To that end, the City will endeavor to make its decision within twenty (20) working days of conducting the pre-disciplinary hearing provided that all relevant information and documentation resulting from the pre-disciplinary hearing is completed. If an extension of time is required, the City will notify the Union and discuss the need and appropriate time extension.

For the City


Joseph F. Lencewicz
Labor Relations Representative for
The City of Independence

For the Union


Greg Riemer
AFSCME Staff Representative

APPENDIX G
LETTER OF UNDERSTANDING VII

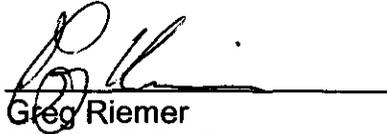
This will confirm our discussions during the 2012 contract negotiations regarding compliance with the Americans with Disabilities Act (ADA). The City recognizes the right of employees with disabilities to possible reasonable accommodation. The City recognizes an employee's right to have union representation, if she or he chooses, during the meeting with the City regarding compliance with the ADA.

The City agrees to review with the Union the relevant circumstances and its contemplated action prior to implementation. However, the Union recognizes and accepts that any such action taken is within the sole purview of the City.

For the City


Joseph F. Lencewicz
Labor Relations Representative for
The City of Independence

For the Union


Greg Riemer
AFSCME Staff Representative

**APPENDIX H
LETTER OF UNDERSTANDING VIII**

Beginning January 1, 2013, the medical insurance will be administered under United HealthCare.

The City and union jointly agree that investing in employee's wellness and developing a comprehensive wellness program is essential in an effort to help to mitigate escalating healthcare costs. Therefore, it is agreed that employee contributions for those employees and their spouses (for employees with a family plan) who elect to participate in the City's wellness plan shall be as follows and effective January 1, 2013:

WITH WELLNESS EMPLOYEE CONTRIBUTIONS (6.5% of Premium)	Navigator Plus		H S A	
	SINGLE	FAMILY	SINGLE	FAMILY
	\$18.12	\$45.29	\$19.66	\$46.37

For employees and spouses (for employees with a family plan) who elect not to participate in the City's wellness plan, their employee contributions shall be as follows and effective January 1, 2013:

NO WELLNESS EMPLOYEE CONTRIBUTIONS (10.5% of Premium)	Navigator Plus		H S A	
	SINGLE	FAMILY	SINGLE	FAMILY
	\$29.26	\$73.16	\$31.75	\$74.90

Employee contributions/costs shall be paid through automatic payroll deductions.

For the City


Joseph F. Lenczewicz
Labor Relations Representative for
The City of Independence

For the Union


Greg Riemer, AFSCME Staff
Representative

APPENDIX I
LETTER OF UNDERSTANDING IX

During the 2012 negotiations the parties implemented a drug free workplace policy as referenced in Article 45 and as such, employees will be asked to complete the following Consent Form:

DRUG FREE WORKPLACE POLICY CONSENT FORM

Pursuant to The City of Independence's Drug Free Workplace Policy, I agree to have a urine (or blood/hair if necessary) test to detect Drugs and/or a breathalyzer test to detect alcohol. I agree that the results of this test may be released to The City of Independence. I understand that failure to sign this consent, failure to cooperate in the testing process, or a positive test result is violation of The City of Independence's Drug Free Workplace Policy, and The City of Independence may take such disciplinary or other measures which, in its sole discretion, it deems appropriate, one of which may be the immediate termination of my employment, without severance pay. I acknowledge that I have received a copy of The City of Independence's Drug Free Workplace Policy.

Print Full Name

Date

Signature

Date

Witness

**CITY OF INDEPENDENCE AND AFSCME
TENTATIVE AGREEMENT
Reached on June 25, 2013**

1. **SICK LEAVE**
 - a. Eliminate sick leave/attendance bonus for one-time payment of \$500 per employee.
2. **VACATIONS (see attached Article 26)**
 - a. New language.
 - b. For employees hired on or after January 1, 2013 a modified vacation schedule shall apply.
3. **LONGEVITY**
 - a. Current longevity schedule applies to all employees hired prior to January 1, 2013.
 - b. Employees hired on or after January 1, 2013 will not be eligible for longevity.
4. **COMPENSATION (see attached)**
 - a. **For employees hired on or before 12/31/94:**
2013 (1.0%+\$600 stipend); 2014 (0%+\$1,200 stipend); 2015 (1.0%+\$600 stipend)
The first \$600 stipend will be paid as soon as practicable upon ratification. The 2nd and 3rd year stipends will be paid in equal increments on or about June 1 and on or about December 1 during 2014 and 2015.
 - b. **For employees hired 1/1/95 through 12/31/12:**
2013 (94% of top rate); 2014 (96% of top rate); 2015 (98% of top rate)
 - c. **For employees hired on or after 1/1/13:**
Section 33.02 – 10% less than top rate with seven (7) step progression and 8% between each step.
 - d. Delete Section 33.06 (equity payment).
5. **MEDICAL/HOSPITALIZATION**

As recommended by the city-wide joint medical / hospitalization committee, approved by Council and implemented January 1, 2013.
6. **SUBSTANCE ABUSE**

Replace current contractual language with "City-wide Drug Free Safety Policy".
(AFSCME employees who possess CDL's and are required to submit to random drug testing by Federal DOT regulations will not be required to participate in any other city-wide random drug testing program).
7. **DURATION**

Three (3) years: January 1, 2013 through December 31, 2015.

**CITY OF INDEPENDENCE
TENTATIVE AGREEMENT – VACATIONS (6/25/13)**

ARTICLE 26 – VACATIONS

26.01 Except for new hires vacation eligibility shall be determined as of December 31st of each year for the following calendar year. On December 31st each employee must have worked a minimum of 1040 hours during the preceding 12 month period and reached the years of service as contained in the following schedule to be eligible:

EMPLOYEES HIRED PRIOR TO JANUARY 1, 2013

One (1) full year	40 hours
Two (2) full years	80 hours
Five (5) full years	120 hours
Ten (10) full years	160 hours
Twenty (20) full years	200 hours

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2013

1 full year	40 hours
2 full years	60 hours
3 full years through 7 full years	80 hours
8 full years through 12 full years	120 hours
13 full years through 17 full years	140 hours
18 full years through 24 full years	160 hours
25 full years and above	200 hours

NOTE: On December 31st new hires shall have their vacation eligibility prorated on the basis of the number of full months worked prior to December 31st as a fraction of 12 times 40 hours.

Employees must schedule and take their vacation during the following calendar year after their eligibility is determined on December 31st. Unused vacation hours shall not be carried over to the next calendar year. At the sole discretion of the City employees may be compensated for such unused vacation hours.

Employees commence the accrual of vacation hours on January 1st of each calendar year. Any employee who quits, is terminated, laid-off, dies, retires or in any way separates his/her employment is entitled to the accrued but unused vacation hours on the basis of full months worked from January 1st to the date of separation as a fraction of 12 times the amount of the eligible vacation hours as of the preceding December 31st.

- 26.03 No change
- 26.04 No change
- 26.05 (Delete current language)
- 26.06 becomes 26.05
- 26.07 (Delete current language)

**CITY OF INDEPENDENCE AND AFSCME
TENTATIVE AGREEMENT ON WAGES (6/25/13)**

Employees hired on or before December 31, 1994	2012	2013 (1%)	2014 (0%)	2015 (1%)
VEHICLE EQUIPMENT BODY MECHANIC	\$27.79	\$28.07	\$28.07	\$28.35
AUTO MECHANIC	\$27.98	\$28.26	\$28.26	\$28.54
CARPENTER	\$26.97	\$27.24	\$27.24	\$27.51
CEMETERY SEXTON	\$26.41	\$26.67	\$26.67	\$26.94
MAINTENANCE PERSON (1)	\$25.93	\$26.19	\$26.19	\$26.45
MAINTENANCE PERSON (2)	\$25.48	\$25.73	\$25.73	\$25.99
MAINTENANCE PERSON (3)	\$24.83	\$25.08	\$25.08	\$25.33
STIPEND (For employees hired on or before 12/31/94 only):		\$600	\$1,200	\$600

Employees hired 1/1/95 - 12/31/12	2012	2013 94% of top	2014 96% of top	2015 98% of top
VEHICLE EQUIPMENT BODY MECHANIC	\$25.85	\$26.38	\$27.51	\$27.78
AUTO MECHANIC	\$26.06	\$26.56	\$27.69	\$27.97
CARPENTER	\$25.08	\$25.61	\$26.69	\$26.96
CEMETERY SEXTON	\$24.56	\$25.07	\$26.14	\$26.40
MAINTENANCE PERSON (1)	\$24.11	\$24.62	\$25.67	\$25.92
MAINTENANCE PERSON (2)	\$23.69	\$24.19	\$25.22	\$25.47
MAINTENANCE PERSON (3)	\$23.09	\$23.57	\$24.58	\$24.82

Employees hired on or after January 1, 2013		2013 90% of top	2014 90% of top	2015 90% of top
VEHICLE EQUIPMENT BODY MECHANIC	STEP 1	\$25.26	\$25.26	\$25.51
	STEP 2	\$23.24	\$23.24	\$23.47
	STEP 3	\$21.38	\$21.38	\$21.59
	STEP 4	\$19.67	\$19.67	\$19.86
	STEP 5	\$18.10	\$18.10	\$18.27
	STEP 6	\$16.65	\$16.65	\$16.81
	STEP 7	\$15.32	\$15.32	\$15.47
AUTO MECHANIC	STEP 1	\$25.43	\$25.43	\$25.69
	STEP 2	\$23.40	\$23.40	\$23.63
	STEP 3	\$21.53	\$21.53	\$21.74
	STEP 4	\$19.81	\$19.81	\$20.00
	STEP 5	\$18.23	\$18.23	\$18.40
	STEP 6	\$16.77	\$16.77	\$16.93
	STEP 7	\$15.43	\$15.43	\$15.58
CARPENTER	STEP 1	\$24.52	\$24.52	\$24.76
	STEP 2	\$22.56	\$22.56	\$22.78
	STEP 3	\$20.76	\$20.76	\$20.96
	STEP 4	\$19.10	\$19.10	\$19.28
	STEP 5	\$17.57	\$17.57	\$17.74
	STEP 6	\$16.16	\$16.16	\$16.32
	STEP 7	\$14.87	\$14.87	\$15.01
CEMETERY SEXTON	STEP 1	\$24.01	\$24.01	\$24.25
	STEP 2	\$22.09	\$22.09	\$22.31
	STEP 3	\$20.32	\$20.32	\$20.53
	STEP 4	\$18.69	\$18.69	\$18.89
	STEP 5	\$17.19	\$17.19	\$17.38
	STEP 6	\$15.81	\$15.81	\$15.99
	STEP 7	\$14.55	\$14.55	\$14.71
MAINTENANCE PERSON (1)	STEP 1	\$23.57	\$23.57	\$23.81
	STEP 2	\$21.68	\$21.68	\$21.91
	STEP 3	\$19.95	\$19.95	\$20.16
	STEP 4	\$18.35	\$18.35	\$18.55
	STEP 5	\$16.88	\$16.88	\$17.07
	STEP 6	\$15.53	\$15.53	\$15.70
	STEP 7	\$14.29	\$14.29	\$14.44
MAINTENANCE PERSON (2)	STEP 1	\$23.16	\$23.16	\$23.39
	STEP 2	\$21.31	\$21.31	\$21.52
	STEP 3	\$19.61	\$19.61	\$19.80
	STEP 4	\$18.04	\$18.04	\$18.22
	STEP 5	\$16.60	\$16.60	\$16.76
	STEP 6	\$15.27	\$15.27	\$15.42
	STEP 7	\$14.05	\$14.05	\$14.19
MAINTENANCE PERSON (3)	STEP 1	\$22.57	\$22.57	\$22.80
	STEP 2	\$20.76	\$20.76	\$20.98
	STEP 3	\$19.10	\$19.10	\$19.30
	STEP 4	\$17.57	\$17.57	\$17.76
	STEP 5	\$16.16	\$16.16	\$16.34
	STEP 6	\$14.87	\$14.87	\$15.03
	STEP 7	\$13.68	\$13.68	\$13.83

Note 1: Consistent with Article 6 (Management Rights), the City expressly reserves the right to hire employees in all job classifications at any step in the wage step progression listed above. Future annual progressive steps will be based on the initial hiring step.

Note 2: If an employee moves from one classification to another classification he/she shall be retained in the same rate progression step of the former classification.

ORDINANCE NO.: 2013-18

2014 JUL -2 PM 4: 28

INTRODUCED BY: CROOKS, RILEY, MAYOR KURTZ

AN ORDINANCE
AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, LOCAL 2339, AND OHIO COUNCIL 8
AND DECLARING AN EMERGENCY

WHEREAS, the City and representatives of the American Federation of State, County and Municipal Employees, Local 2339 and Ohio Council 8 (the "Union") have negotiated a Collective Bargaining Agreement (the "Agreement") to operate from January 1, 2013 through December 31, 2015 which has been accepted by both parties; and

WHEREAS, the Agreement covers the terms and conditions of said employees' employment by the City; and

WHEREAS, the Agreement shall replace any and all salary compensation levels and benefits effected through the prior ordinances passed by Council; and

WHEREAS, the City and the Union have previously entered into Letters of Understanding that shall hereby continue to remain valid and be unaffected by the execution of the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Independence, State of Ohio, that:

Section 1. The Mayor is hereby authorized to execute the Agreement, in the form attached hereto as Exhibit A, between the City and the Union, as collective bargaining representative of the employees of the Service Department. The Letters of Understanding previously entered into by the City and the Union shall continue to remain valid and unaffected by the execution of the Agreement. The Agreement shall constitute the complete employment contract between the City and said employees.

Section 2. Upon execution of the Agreement by the City, the Finance Director is hereby authorized and directed to make payment of the wages and benefits to the employees of the Service Department as set forth in the Agreement.

Section 3. The provisions of this ordinance and the Agreement shall become effective retroactive to January 1, 2013.

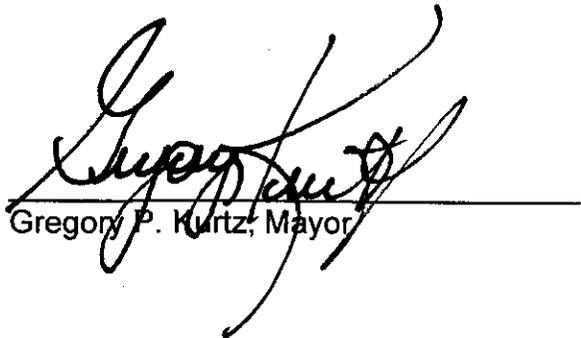
Section 4. Any other ordinance in conflict with the provisions of the Agreement approved hereby, as it pertains to the aforementioned employees of the Service Department, is hereby repealed.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the inhabitants of the City of Independence by reason of the immediate necessity to execute the aforesaid Agreement to provide for compensation, terms and conditions of employment between said employees and the City. Wherefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

Introduced: July 9, 2013

First Reading: July 9, 2013

Passed: July 9, 2013



Gregory P. Kurtz, Mayor

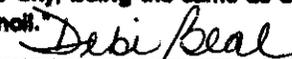
Attest:



Debi Beal, Pro Tem Clerk of Council

CERTIFICATE OF POSTING

I, the undersigned, Clerk of the City of Independence, Ohio, hereby certify that the foregoing 02013-38 was posted on the 9TH day of JULY, 2013 and for the period of fifteen days thereafter, by duty posting true copies thereof in three of the most public places within the City, being the same as determined and directed by Council.



CLERK