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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF AVON

AND

**AFSCME, OHIO COUNCIL 8, AFL-CIO
LOCAL 277**

**Effective January 1, 2013
Through December 31, 2015**

SERB Case Number: 2012-MED-09-0845

TABLE OF CONTENTS

	<u>Page</u>
Article 1 Preamble	1
Article 2 Recognition	1
Article 3 Non-Discrimination	2
Article 4 No Strike, No Lockout.....	2
Article 5 Management Rights	3
Article 6 Rules and Regulations	3
Article 7 Dues Checkoff	4
Article 8 Fair Share Fee	5
Article 9 Bulletin Boards	6
Article 10 Union Representation	7
Article 11 Union Visitation.....	8
Article 12 Personnel Records.....	8
Article 13 Discipline	9
Article 14 Grievance Procedure.....	10
Article 15 Probationary Periods	14
Article 16 Seniority.....	15
Article 17 Holidays	15
Article 18 Hours of Work/Overtime	16
Article 19 Overtime Assignment and Equalization	17
Article 20 Vacation	18
Article 21 Military Leave.....	19
Article 22 Jury Duty/Civil Leave.....	20
Article 23 Union Leave.....	20
Article 24 Sick Leave With Pay.....	21
Article 25 Disability Leave	22
Article 26 On-Duty Injury Leave/Workers' Compensation.....	23
Article 27 Bereavement Leave.....	25
Article 28 Leave of Absence Without Pay.....	25
Article 29 Temporary Transfers.....	26
Article 30 Vacancies and Job Postings	26
Article 31 Layoff and Recall.....	27
Article 32 Call-In Pay	28
Article 33 Report-In Pay	28
Article 34 Newly Created Classifications	28
Article 35 Uniforms	29
Article 36 Conventions, Conferences, and Meetings.....	30
Article 37 Mileage and Travel	30
Article 38 Job Descriptions and Classifications	31
Article 39 Job Audits	31
Article 40 Health Coverage.....	32
Article 41 Accident Insurance.....	33
Article 42 Liability Coverage.....	33
Article 43 Wages.....	33

TABLE OF CONTENTS (Continued)

	<u>Page</u>
Article 44 Public Employees Retirement System	34
Article 45 Longevity Compensation	34
Article 46 Payment To Estate Upon Death	35
Article 47 P.E.O.P.L.E. Check-Off.....	35
Article 48 Commercial Driver’s License	36
Article 49 Health Aad Safety	37
Article 50 Modification.....	38
Article 51 Severability/Legality	38
Article 52 Labor-Management Conference.....	39
Article 53 Waiver in Case of Emergency	40
Article 54 Bargaining Unit Application Of Civil Service Law.....	40
Article 55 Duration of Agreement	40
Signature Page.....	42
Appendix A Reimbursement Agreement.....	43
Workers’ Compensation Offset	43
Appendix B City of Avon	44
Alcohol & Drug Testing Policy	44
Appendix C 2013 – 2015 Wage Schedule	45
Letter of Understanding #1	46
Memorandum of Understanding	47

ARTICLE 1
PREAMBLE

This agreement, entered into by the City of Avon, hereinafter referred to as the “Employer” or “City,” and Ohio Council 8 and Local 277 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union,” has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein.

The term “employee” or “employees” where used herein refers to all employees within the bargaining unit. “City,” “Employer,” or “Management” means the City of Avon, Ohio.

ARTICLE 2
RECOGNITION

Section 1. The Union is recognized as the sole and exclusive representative of all regular full-time employees of the City in the job classifications within the SERB certified bargaining unit as set forth below:

Cash Receipts Clerk
Clerk/Secretary 1
Clerk/Secretary 2
Equipment Operator 1
Equipment Operator 2
Facilities Maintenance Worker
Finance Clerk 1
Finance Clerk 2
Laborer
Meter Technician
Parks Maintenance Worker
Street Crew Leader
Utilities Billing Clerk 1
Utilities Billing Clerk 2
Utilities Crew Leader
Water & Sewer Line Maintenance Worker

Section 2. The Union’s exclusive bargaining unit includes only the job classifications listed in Section 1 above, and the City will not recognize any other union or organization as representatives for any employees within such classifications.

Section 3. The Chapter Chairperson/designee shall be able to meet with a new employee during the first week of the employee's employment to provide information about the Union.

ARTICLE 3
NON-DISCRIMINATION

Section 1. The Employer and the Union recognize their rights and responsibilities under federal and state civil rights laws and affirmative action requirements. The parties agree that insofar as practicable, the provisions of this agreement will be applied without regard to race, color, religion, national origin, national ancestry, sex, age, military status, genetic information, or disability, except where a bona fide occupational qualification exists.

Section 2. The Employer and the Union recognize the rights of employees to join, assist or participate in the Union and lawful concerted activities, and the right of employees to refrain from joining, assisting, or participating in the Union and lawful concerted activities. The Employer agrees not to interfere with the rights of employees to become members of the Union, and agrees there shall be no interference, restraint or coercion against any employee because of any lawful activity in an official capacity on behalf of the Union, provided that activity does not conflict with the terms of this agreement. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and agrees there shall be no interference, restraint or coercion against any employee exercising the right to abstain from involvement in Union activities.

Section 3. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4
NO STRIKE, NO LOCKOUT

Section 1. The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with, or the withholding of, services from the Employer.

Section 2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with, or the withholding of, services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

Section 3. It is agreed that any violation of the above shall be sufficient grounds for disciplinary action. Employees shall not have appeal or recourse over disciplinary action taken in accordance with the provisions set forth herein. However, the issue as to whether or not an employee

participated in any strike or work stoppage may be subject to the grievance procedure contained in this agreement.

Section 4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek any available legal remedies against the Union or bargaining unit employees to deal with any unauthorized or unlawful strike.

Section 5. The City shall not lockout any employees within the bargaining unit for the duration of this contract, provided there is no violation of Section 1 or 2 herein.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 1. Except as expressly limited by the specific provisions of this agreement, the management of the Employer's operations in all its phases and details, the control of its premises, and the direction and control of the employees shall remain vested in the Employer. The Employer's rights include, but are not limited to, the exclusive rights to manage, direct and supervise its operations, including all functions, hours of work, and schedules of operations; to maintain order and improve efficiency and effectiveness; to hire, direct, classify and assign, temporarily assign, transfer, evaluate, promote, demote, layoff, and discipline and discharge employees for just cause; to expand or decrease its operations, programs, functions, and work schedule; to establish, maintain, revise, or delete work rules and regulations to be observed by the employees; to determine the classifications, size and duties of the work force; to determine work methods, standards, materials and equipment; to determine staffing patterns, schedules and assignments of work, shifts and overtime requirements; to assign and allocate work within and between departments in accordance with the needs of the City; to reorganize or enlarge any departments or portions thereof; to establish or modify jobs and job descriptions; to adopt, install, and operate new and improved equipment and methods of operation; to establish rules and regulations for the safe, efficient, and orderly conduct of its operations; and to carry out all functions of management.

Section 2. The exercise of any rights, power, authority, duty or responsibility by the Employer, and the adoption of such rules, regulations, and policies as it may be deemed necessary, and as they apply to employees in the bargaining unit, shall be limited only by the specific express terms of this agreement.

ARTICLE 6 **RULES AND REGULATIONS**

Section 1. The Union recognizes the right of the Employer to establish reasonable work rules, regulations, policies and procedures.

This agreement represents the entire agreement between the Employer and the Union, and unless specifically set forth in the express written provisions of this agreement, all rules, regulations,

benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

Section 2. Any decision or action of the Employer pursuant to Section 1 above may be questioned by the Union at a Labor/Management meeting held pursuant to Article 48 herein.

ARTICLE 7 **DUES CHECKOFF**

Section 1. The Employer agrees to deduct Union membership dues in accordance with this article for all employees who execute a dues authorization card. Deductions shall commence with the first pay period in which dues are customarily deducted following receipt of the signed authorization card.

Section 2. The Employer shall remit dues deducted under this article to the Union along with an alphabetical list of names, and when written consent has been provided, social security numbers of all employees whose dues have been deducted. The Union shall notify the Employer in writing of the name and address to whom the dues are to be sent.

Section 3. The Employer assumes no obligation of any kind arising out of its deduction of dues in accordance with this article. The Union shall indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of dues pursuant to this article. Once dues are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

Section 4. The Employer shall be relieved from making dues deductions when an employee terminates his employment, transfers to a position outside of the bargaining unit covered by this agreement, is laid off from work, is on unpaid leave of absence, for any reason fails to earn sufficient wages to make all legally required deductions in addition to the deduction of Union dues, or revokes his authorization.

Section 5. Neither the Union nor any employee shall have a claim against the Employer for any error made in processing deductions unless a written claim of error is submitted to the Employer not more than sixty (60) calendar days after the error was made. Verified errors will be corrected by appropriate deductions from the next pay check from which dues are customarily deducted.

Section 6. The amount of dues to be deducted shall be certified to the Employer, in writing, by the Union. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer, or on the next pay day from which dues are customarily deducted, whichever is later.

ARTICLE 8
FAIR SHARE FEE

Section 1. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:

- A. The effective date of this agreement for all current employees who have been employed for more than sixty (60) calendar days.
- B. The sixty-first calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this agreement.
- C. The sixty-first calendar day of employment for each employee hired after the effective date of this agreement.

Section 2. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union. No fair share fees shall be deducted by the Employer until the Union gives specific written direction to make such deductions.

Section 3. Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

Section 4. The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on the behalf of each non-member, bargaining unit employee, to prescribe a rebate and challenge procedure which complies with applicable state and federal laws.

Section 5. Changes in the amounts to be deducted shall become effective on the thirtieth calendar day after their actual receipt by the Employer.

Section 6. The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7. This article constitutes the entire agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void.

ARTICLE 9
BULLETIN BOARDS

Section 1. The Employer agrees to provide a Union bulletin board at each of the following locations: (1) City Hall, (2) Utility Department, (3) Service Department, (4) Parks Department. Each bulletin board shall be approximately 2' by 4' in size.

Section 2. All Union notices which appear on the bulletin boards shall be signed, posted, and removed by the Local Union Chairperson or his designee during non-work time, unless otherwise approved by the appropriate Department Head. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections, nominations;
- E. Results of Union elections;
- F. Reports of standing committees, temporary committees, and independent arms of the Union; and
- G. Rulings or policies of the Union.

All other notices of any kind not covered in "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- 1. Reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a political nature, except as provided in "B" through "E" above;
- 2. Personal attacks upon any other member or any other employee, or elected officeholder;
- 3. Attacks on any employee organization, regardless of whether the organization has local membership.

Section 3. No Union related materials of any kind may be posted anywhere in the Employer's facilities except on the bulletin boards designed for use by the Union.

Section 4. If the Employer believes there has been an alleged violation of the provisions of this article, the Employer shall direct the responsible Union official to remove the material in question.

ARTICLE 10
UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as “stewards.” Each steward shall have an alternate who shall act as steward only when the regular steward is absent from work.

Section 2. The City shall recognize one (1) steward from each of the following locations: Parks, Utility Department, City Hall, City Service Department. The steward shall represent employees on all shifts. A chairperson will also be recognized. In the absence of the steward and the alternate steward, the chairperson shall act as steward. A steward having an individual grievance in connection with his work may be represented by the chairperson if he so desires.

Section 3. The Union shall provide to the Employer an official roster of its Local Union chairperson and stewards, which is to be kept current at all times and shall include the following:

1. Name;
2. Address;
3. Home telephone number;
4. Immediate supervisor;
5. Union office held.

No employee shall be recognized by the Employer until the Union has apprised the Employer of that person’s selection or appointment.

Section 4. The investigation and writing of grievances shall be on non-duty time. However, in case of suspension or discharge, the employee may meet with a Union steward prior to leaving the work site upon notice to and approval of the applicable supervisor(s). The authorized Union steward may obtain needed information from the Finance Office during duty hours provided the Director/designee is available and the steward has received authorization from his immediate supervisor prior to contacting the office. If grievance hearings are scheduled during an employee’s regular duty hours, the employee and steward shall not suffer any loss of pay while attending the hearing.

Section 5. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further

agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

Union stewards, upon notification to their supervisor, shall be granted reasonable time to attend meetings scheduled with management at appropriate steps of the grievance procedure without loss of straight time earnings. Additionally, and notwithstanding the provisions of Section 4 above, the chairperson may utilize up to one-half (1/2) hour of work time per month to confer with a bargaining unit employee(s) and/or the Ohio Council 8 staff representative on potential or pending grievances. Such time shall not be cumulative, and shall normally occur during the last half (1/2) hour of the work day, unless specifically approved otherwise by the Mayor or designee. Before conducting any Union business, the steward and/or chairperson shall record on a special Union Activity Sheet the time he starts and completes his Union work. Upon request, a copy of the record will be furnished to the City.

Section 6. A cumulative total of twenty-four (24) hours shall be available to Local Union officers to attend meetings, training, and/or other Union-related business held by AFSCME Ohio Council 8 (for example, one[1] officer may utilize twenty-four [24] hours, or three [3] officers may utilize eight [8] hours each). This AFSCME training time shall be used with the prior approval of the elected bargaining unit representatives, provided ten (10) calendar days notice is provided to the applicable department head and the Department of Finance.

ARTICLE 11 **UNION VISITATION**

Section 1. Up to two (2) non-employee representatives of the Union may enter the premises of an operation of the City between the hours of eight o'clock (8:00) a.m. and five o'clock (5:00) p.m., Monday through Friday, upon request to and approval of the Mayor or designee. If a need to enter the premises of any operation of the City occurs between the hours of five o'clock (5:00) p.m. and eight o'clock (8:00) a.m., Monday through Friday, or on Saturday or Sunday, said representative of the Union shall contact the Mayor or his designee for permission to enter the premises of the City.

Purposes of visitation shall be for ascertaining whether or not this contract is being observed, and for attending meetings at step three (3) of the grievance procedure. Such visit(s) shall be made by appointment with the Mayor or his designee and shall not interfere with the work of any employee or the operations of the City.

ARTICLE 12 **PERSONNEL RECORDS**

Section 1. An employee shall have a reasonable opportunity to review his individual personnel records as maintained by the Employer. Review of the file shall be in the presence of a supervisor or manager.

Section 2. An employee shall be provided with a copy of any document generated by the Employer concerning job performance which is placed in his formal personnel file. This copy shall be given within twenty (20) days of the time it is placed in the personnel file, either by hand (with an acknowledgment by the employee) or by mail (return receipt must be used in this instance). The employee shall have the right to submit his statement or rebuttal concerning any such document, and to have the statement or rebuttal included in the personnel file.

Section 3. An affected employee shall be provided notice of any written material contained in the personnel records which is provided to a third party, excluding references and income/credit confirmation. For purposes of this section, third party shall mean any non-representative of the City, and shall exclude any representative of the City, including but not limited to, any member of the administration or legislative body, any individual retained to represent or assist the City, and any other administrative representative from agencies such as the state auditor's office, workers' compensation, P.E.R.S., EEOC/OCRC, etc. Upon request, the affected employee will be provided a copy of any written material which has not been previously provided pursuant to Section 2 herein and was provided to a third party.

ARTICLE 13 **DISCIPLINE**

Section 1. No employee shall, for disciplinary reasons, be suspended, demoted, or discharged except for just cause.

Section 2. Whenever the Employer determines that an employee may be suspended, demoted, or discharged for disciplinary reasons, a predisciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation regarding the alleged misconduct. A notice of the predisciplinary conference shall be provided to the employee at least twenty-four (24) hours in advance, and shall contain a general description of the alleged misconduct and the charges against him. The employee shall have the right to have a Union representative present at the conference if he so desires.

Section 3. The affected employee will be provided with written notice of suspension, demotion, or discharge on or before the effective date of the action; the employee shall sign an acknowledgment of receipt of such document. The Union chairperson will be provided a copy of such suspension, demotion, or discharge notice within five (5) working days of the effective date of the action.

Section 4. An affected employee shall be provided a copy of any record of oral warning, or any written warning or reprimand; the employee will sign an acknowledgment of receipt of such documents. An employee may submit an explanation or rebuttal relative to any record of oral warning or written warning or reprimand. A copy of such explanation/rebuttal shall be attached to the warning or reprimand.

Section 5. Records of oral warnings, written warnings, and written reprimands shall cease to have force and effect twelve (12) months after their effective date, provided there has been no

intervening disciplinary action. Records of suspension or demotion shall cease to have force and effect forty-eight (48) months after their effective date provided there has been no intervening disciplinary action.

Section 6. Disciplinary actions involving a suspension, demotion, or termination may be appealed through the grievance procedure. Such grievance may be initiated at Step 2 of the grievance procedure contained herein.

ARTICLE 14 **GRIEVANCE PROCEDURE**

Section 1. The term “grievance” shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation or misapplication of the express terms of this agreement.

Section 2. A grievance under this procedure may be brought by any bargaining unit employee or the Union. Where a group of bargaining unit employees desire to file a grievance relating to a single common issue or event covered by this agreement, such grievance shall be signed by all affected employees and shall be known as a “group grievance;” one (1) employee shall be selected by the group to process the group grievance.

Section 3. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of management’s answer at the last completed step. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure. The bargaining unit employee or the Union may withdraw a grievance at any time by notifying management in writing. The Union may withdraw a grievance at any time provided that any withdrawal shall be in writing and shall be final.

Section 4. The written grievance shall be submitted on the Union’s grievance form, and shall contain the following information pertinent to the grievance:

1. aggrieved employee’s name;
2. aggrieved employee’s classification;
3. name of employee’s immediate supervisor;
4. date of incident giving rise to the grievance;
5. date grievance was filed in writing at Step 1;
6. a statement as to the specific articles and sections of the agreement violated;

7. a brief statement of the facts involved in the grievance; and
8. the remedy requested to resolve the grievance.

Either party may amend a pending grievance or response at any time prior to a request for arbitration.

Section 5. The time limitations provided for in this article may be extended by mutual written agreement between the Employer and the Union; working days, as used in this article, shall not include Saturdays, Sundays, or designated holidays.

Section 6. When a grievance arises, the following procedure shall be observed:

Step 1 - Supervisor: The employee or the Union steward shall present the grievance in writing to the employee's supervisor within five (5) working days after the employee knows or should have known of the facts or event giving rise to the grievance. In no case will a grievance be considered if submitted more than thirty (30) calendar days after the occurrence of the facts or event. The immediate supervisor shall meet with the steward and the employee within five (5) working days of receipt of the grievance. Within five (5) working days of the Step 1 meeting, the supervisor shall give an answer in writing to the steward and the employee.

Step 2: If the grievance is not satisfactorily settled at Step 1, it shall be presented to the Department Director within five (5) working days after receipt of the Step 1 answer. Within five (5) working days thereafter, the Department Director shall meet with the Union steward, the employee, the Chapter Chairperson, and one (1) other supervisory management representative, if desired, in an attempt to adjust the grievance. Within five (5) working days after the Step 2 meeting, the Department Director shall give a written answer to the Union steward and the employee.

Step 3: If the grievance is not satisfactorily settled at Step 2, it shall be presented in writing to the Mayor or his designee, by the Union chairperson, within five (5) working days following receipt of the Step 2 answer. Thereafter, the Mayor shall meet with the Union chairperson, the grievant, and a representative of AFSCME, Ohio Council 8, at a date and time mutually agreeable to the parties, but in any case, within ten (10) working days following receipt of the grievance at Step 3. Within ten (10) working days of the Step 3 meeting, the Mayor/designee shall provide a written answer to the grievance to the chapter chairperson of the local Union with a copy to the representative of AFSCME, Ohio Council 8.

Any grievance not settled at Step 3 may be mediated before being referred to arbitration upon mutual agreement of the parties. The following rules govern the mediation of grievances:

1. A request for mediation must be made to the other party within seven (7) calendar days of receipt of the Step 3 answer unless the parties mutually agree to extend that time. A response to the request must be returned to the other party within seven (7) calendar days of receipt of said request.

2. The grievant shall have the right to be present at the mediation conference.
3. Each party shall have one (1) principal spokesperson at the mediation conference; however, discussion shall not be limited to that individual.
4. The representatives of the parties may, but are not required to, present the mediator with a brief written statement of the facts, the issue, and the arguments in support of their positions. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.
5. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.
6. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at Step 2 or 3 in the grievance procedure. The rules of evidence will not apply, and no record of the mediation conference shall be made. The parties may mutually agree to refer the issue back to Step 3 of the grievance procedure if facts or testimony which is presented for the first time may be important to the potential outcome of the case.
7. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.
8. If no agreement is reached during the mediation conference, the mediator shall provide the parties with an oral advisory opinion if requested. Either party may waive receipt of the decision, or may request that it be communicated privately.
9. The mediator shall state the grounds for his advisory opinion.
10. The mediator may make recommendations to the parties as to how the grievance might be settled, but such a recommendation has no standing beyond being a suggestion to the parties for a possible settlement.
11. The advisory opinion of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties agree otherwise.
12. If no settlement is reached at mediation, the parties are free to arbitrate.
13. Nothing said or done by the mediator may be referred to in arbitration. Neither party may refer in arbitration to any compromise offer made in mediation. Arbitration is to proceed as if the grievance had not been submitted to a mediation procedure.
14. Mediation conferences will take place at a location that is mutually agreeable to the parties and the mediator.

15. The parties will meet or confer promptly to select a mutually agreed upon mediator. If the parties are unable to select a mediator, the Union will promptly contact the Federal Mediation and Conciliation Service (FMCS) to request that a mediator be appointed and simultaneously forward a copy of the request to the Employer.

Step 4 - Arbitration: If the grievance is not satisfactorily settled in Step 3 or mediation, as may be applicable, the Union may submit the grievance to arbitration by submitting notice to the Employer within thirty (30) days of the receipt of the written answer at Step 3 or upon conclusion of mediation, if applicable, and by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators from Ohio, with a copy of such request simultaneously delivered to the Employer. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Within fourteen (14) calendar days of receipt of the list of arbitrators, each party shall rank the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the FMCS.

Prior to ranking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may strike up to two (2) lists.

The Federal Mediation and Conciliation Service shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance. The arbitrator shall arrange with the parties the date, time, and place of the meeting.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing, on the grounds that the grievance is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator is whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The arbitrator shall be requested to hold the arbitration hearing promptly and to issue his decision within thirty (30) calendar days of the close of the proceeding. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provisions of this agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the incident giving rise to the grievance, but in no event more than thirty (30) days prior to the date the grievance was filed.

The decision of the arbitrator shall be final and binding. All cost directly related to the services of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitrator, or in what proportion the parties shall share the costs.

Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

The employee may have one (1) employee Union official accompany him in Step 4, in addition to any non-employee Union officials. Employee representatives and grievants will lose no straight time pay as a result of meetings with the Employer or arbitrator at any step of the grievance procedure, if meetings are scheduled during the employee's normal working hours.

Section 7. Presentation or appeal of a grievance to the Employer may be made by the appropriate Union official or employee on duty time. The Employer representative, Union representative, or employee shall sign the grievance indicating date of the receipt, and a copy shall be provided to the other party(ies).

Section 8. Where an employee does not elect to be represented by the Union at any step of the grievance procedure, the Union shall have the right to be present at any grievance meeting or adjustment, without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this agreement.

ARTICLE 15 **PROBATIONARY PERIODS**

Section 1. Every newly hired or promoted employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer in a permanent, bargaining unit position. The length of the probationary period shall be one (1) year, except that promotional probationary periods within the same classification series (i.e., Laborer [Assistant Operator] to Equipment Operator; Laborer to Water and Sewer Line Maintenance Man) will normally be for a period of one hundred twenty (120) calendar days. The Mayor or designee may extend a promotional probationary period for up to six (6) months. Such extensions will be reduced to writing. Extended absences of ten (10) working days or more shall not be counted for purposes of computing probationary periods and any extensions thereof.

Section 2. A newly hired (initial) probationary employee may be terminated at any time during his initial probationary period, and shall have no appeal over such removal.

Section 3. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall commence on the effective date of the promotion and shall be for six (6) months, except as otherwise provided in Section 1 above. A newly promoted employee who does not meet acceptable performance levels may be returned to his former position (probationary reduction) at any time during his promotional probationary period, and any extensions thereof, without any appeal. Unless extenuating circumstances exist, an employee will generally not be reduced during the first forty-five (45) days of a promotional probationary period.

ARTICLE 16 **SENIORITY**

Section 1. Seniority shall be an employee's uninterrupted length of continuous full-time service with the City commencing with the employee's date of hire in a permanent position. An employee shall have no seniority for the initial probationary period provided in Article 15, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Continuous service and seniority shall be broken when an employee:

- A. resigns;
- B. is discharged for just cause;
- C. is absent without leave or report for three (3) consecutive work days, unless the employee has an acceptable excuse for failing to report the absence;
- D. is laid off for a period of more than twelve (12) months;
- E. fails to report to work within five (5) calendar days of notice of recall from layoff.

Section 3. The City shall provide the Union with a current seniority list in January of each year. The seniority list shall be made up by classification and shall contain, in order of date of hire, the name, department, date of hire, home address, home telephone number, and classification for each employee.

ARTICLE 17 **HOLIDAYS**

Section 1. The following ten (10) days are recognized as designated holidays for full-time employees:

New Year's Day
Good Friday
Memorial Day (fourth Monday in May)
Independence Day
Labor Day

Columbus Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

Effective January 1, 2013, in addition to the designated holidays set forth above, each bargaining unit employee shall be eligible for three (3) floating holidays per year (one of which is in consideration of the employee's birthday).

Notwithstanding the above, any employee who took a "birthday" holiday prior to the execution of the 2013-2015 successor agreement shall be entitled to only two (2) floating holidays in calendar year 2013.

Section 2. Should any of the designated 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.

Section 3. An employee must work the scheduled day before and the scheduled day after the designated holiday in order to be eligible for holiday pay.

Section 4. An employee who is not scheduled to work on a designated holiday shall receive eight (8) hours straight time pay at his regular hourly rate, except as otherwise provided herein. If an employee's work schedule is other than Monday through Friday, he shall receive, in addition to his regular pay, eight (8) hours of straight time pay for holidays observed on his regular day off, regardless of the day of the week on which they are observed.

Section 5. All employees who work on a designated or floating holiday shall receive eight (8) hours holiday pay in addition to two (2) times their regular rate of pay for all hours worked on the holiday.

Section 6. The Floating Holidays will be paid and will be scheduled at the discretion of the employee, and with the consent of the appropriate Department Director.

ARTICLE 18 **HOURS OF WORK/OVERTIME**

Section 1. This article is intended to define the normal range of work hours for regular full-time employees for the purposes of overtime compensation, and shall not be considered as a guarantee of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week or from establishing work schedules.

Section 2. The normal work week for regular full-time employees shall consist of forty (40) hours of work per week exclusive of the time allotted for meal periods. Work weeks shall commence at 12:01 a.m. Sunday and conclude at midnight on Saturday. In the event it is necessary to permanently change the hours of work, starting and/or quitting time, or schedule of hours for any work unit or department, the Employer shall first meet with the Union to discuss said changes. This section shall not be construed as a guarantee or limitation of work hours. All full-time employees shall be allowed and scheduled at least one-half (1/2) hour for an uninterrupted, unpaid meal period. Longer meal periods may be established at the discretion of the Department Head.

Section 3. All bargaining unit employees shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked in excess of eight (8) in one (1) work day or forty (40) hours in one work week. At their option, employees may elect to take overtime compensation in the form of pay or compensatory time off. Employees may not accrue more than eighty (80) hours of compensatory time at any one time. Compensatory time off shall be scheduled in advance at the request of the employee and with the approval of the Department Head. Compensatory time must be used within one hundred eighty (180) calendar days of the date it was earned, or it shall be paid. Hours worked for purposes of this article shall include actual hours worked and compensable hours excluding sick leave.

Section 4. Premium or overtime compensation shall not be paid more than once for the same hours worked.

ARTICLE 19 **OVERTIME ASSIGNMENT AND EQUALIZATION**

Section 1. The City shall be the sole judge of the necessity for overtime. Non-emergency overtime will initially be offered to employees within the classification within the Department involved in order of seniority. In offering overtime, the City shall use a list of employees by classification, by seniority, by Department. In making an offer of overtime, the City shall first offer overtime to the employee(s) with the highest seniority and then to the employee(s) with the least number of overtime hours and sequentially thereafter. If sufficient employees do not voluntarily accept, the City shall then have the right to offer the overtime to other qualified employees within the City and/or to assign the overtime to the least senior employee(s) within the classification and Department.

Section 2. The City, insofar as is practical, will equalize overtime among employees within the classification, within the Department. Employees who are eligible to be offered overtime and for any reason refuse, are unable to be contacted, or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime equalization.

ARTICLE 20
VACATION

Section 1. Full-time employees are entitled to vacation with pay based upon length of continuous full-time service with the City as follows:

- A. The employee shall accumulate one (1) day for each full calendar month worked during the first five (5) consecutive years of service to a maximum of ten (10) days each year. Vacation, holidays, sick days, compensatory time, or any time an employee is in an active pay status shall be considered as time worked for purposes of vacation computation.
- B. After five (5) years of continuous service, fifteen (15) days will be granted. Thereafter, one (1) additional day for each additional full year of continuous service will be accumulated, to a maximum of twenty (20) days total vacation.

After twenty (20) years of continuous service, twenty-five (25) days of vacation will be granted.

- C. Vacations earned shall be taken within one (1) year from the calculation date, except that each employee may “bank” up to ten (10) days of vacation time. “Banked” time must be used during the following calendar year or forfeited.
- D. The vacation calculation date shall be December 31st of each year. All vacations earned in the current year will be calculated on the basis of the total months or years of continuous service completed on December 31st of the preceding year. Vacation may be taken in increments of one (1) hour or more.
- E. In the event of termination of employment by an employee, provided that the employee was employed by the City on December 31st of the preceding year, vacation credit shall be calculated in accordance with this section for the year in which the employment is terminated, based upon the actual time in the employment of the City during the termination year, and the employee shall be paid as of the termination date.
- F. If for any reason an employee should desire to work rather than take a vacation, there shall be no double pay allowed.

Section 2.

- A. Vacation requests for three (3) consecutive work days or more shall normally be submitted at least thirty (30) calendar days in advance of the date(s) being requested.

Exceptions to the time requirements may be made with the consent of the Department Director or designee. In the event two (2) or more employees request the same period for vacation, and operational or staffing requirements as determined by the Employer preclude the granting of all requests, the requesting employee(s) with the most seniority

will be approved. Notwithstanding the seniority preference set forth herein, requests encompassing five (5) consecutive work days or more will be given preference over requests for a lesser time period. The Employer may also request that tentative vacation requests be submitted by a specified date.

- B. Vacation requests for periods of two (2) consecutive work days or less shall normally be submitted at least one (1) week in advance. Approval or denial of such requests shall be at the sole discretion of the Department Head and/or Mayor. Additionally, the Department Head or Mayor may waive the one (1) week advance notice requirement as deemed appropriate.

Section 3. Days specified as holidays in this agreement shall not be charged to an employee's vacation leave.

ARTICLE 21 **MILITARY LEAVE**

Section 1. Any employee who is an active member of the Ohio organized militia or a member of another reserve component of the armed forces of the United States, including the Ohio National Guard, is entitled to a leave of absence with pay for performance of service in the uniformed services as defined in Section 5923.05 of the Ohio Revised Code (ORC). Such leave with pay shall be for up to a month, twenty-two (22) eight (8) hour work (one hundred seventy-six [176] working hours) in any one calendar year. The affected employee shall be required to submit to the Employer a copy of the published military orders or a written statement from the appropriate military commander evidencing the period of training or active duty. Notification and evidence of the need for such leave should be submitted at least thirty (30) calendar days prior to the commencement of the leave unless the orders are received by the employee after that time period.

Notwithstanding the above, an employee who is a member of the uniformed service as defined within Section 5923.05 ORC, who is called or ordered to military service for longer than one (1) month within a calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 ORC is entitled to a leave of absence, during the period designated in the act or order, and to be paid each monthly pay period of that leave, the lesser of the following:

1. the difference between the employee's gross monthly wage or salary as a public employee and the sum of the employee's gross military pay and allowances received that month;
2. five hundred dollars (\$500.00).

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

Section 2. Any employee who presents official orders requiring his attendance for a period of voluntary active duty as a member of the United States Armed Forces shall be entitled to military leave without pay. Any employee who enters military service with the Armed Forces shall be granted a leave of absence without pay to extend until ninety (90) days beyond the termination of such service. This provision shall not apply to reenlistments or voluntary acceptance of extended duty.

Section 3. Starting Rate on Return from Military Service. Any employee who has been honorably discharged from the Armed Forces, and is subsequently reinstated to a position previously held by him/her, shall be entitled to receive compensation at the rate corresponding to the same grade and step when he/she originally entered the service, in addition to any increases which would have accrued to the position had the employee been in active service with the Employer.

Section 4. Any additional benefits as determined by City Council and afforded by any applicable City Ordinance, relative to the activation of reservists or other military leave, shall also apply to bargaining unit employees.

ARTICLE 22 **JURY DUTY/CIVIL LEAVE**

Section 1. The Employer shall grant jury duty leave with full pay to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. All leaves granted pursuant to this article shall commence on the date of appearance on the summons. Employees shall notify the Employer immediately upon completion of the jury duty obligation.

Section 2. All compensation received by the employee for jury duty shall be remitted to the Employer by the employee.

Section 3. On days when an employee is released early from his jury duty obligation, he shall report to work in order to complete his regularly assigned shift provided reasonable time remains in the shift.

Section 4. Any employee who is appearing in court as a result of being a party to an action, either criminal or civil, may charge such time to vacation, compensatory time, or leave without pay providing prior approval is obtained from the Department Director.

ARTICLE 23 **UNION LEAVE**

Section 1. At the request of the Union, a leave of absence without pay (not to exceed a cumulative total of ten [10] working days per calendar year) shall be granted to employees who have completed their probationary period and who are selected to attend Union conventions or

conferences. Such leave must be requested at least fourteen (14) calendar days in advance of the date(s) being requested.

Section 2. Notwithstanding the provisions in Section 1, should the granting of such leave create an operational hardship on the Employer, the leave may be denied.

ARTICLE 24 **SICK LEAVE WITH PAY**

Section 1. Each full-time employee of the City shall be entitled to sick leave of one and one-fourth (1 1/4) work days with pay, for each completed month of service. Each full calendar month of service shall be deemed a completed month of service.

Section 2. Employees absent from work on authorized holidays, sick leave, vacation, or compensatory time shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty.

Section 3. An employee eligible for sick leave with pay may use sick leave for absence due to illness, medical, dental or optical care, injury, exposure to contagious disease which could be communicated to other employees, pregnancy, or serious illness or injury of a member of the employee's immediate family, where the employee's presence is medically or reasonably necessary.

Section 4. An employee requesting sick leave shall inform his immediate supervisor of the fact and the reason therefore as soon as possible and not later than one-half (1/2) hour after his scheduled starting time. Failure to do so may be cause for denial of sick leave with pay for the period of absence, unless emergency conditions made timely notification impossible. An employee shall be required to complete a request for leave form immediately upon return to work, unless other arrangements are made with the Department Director.

Section 5. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately first in a minimum increment of one-half (1/2) hour, and in quarter (1/4) hour increments thereafter.

Section 6. For the purposes of this article, "immediate family" is defined as the employee's spouse, mother, father, child(ren), stepchild(ren), a legal guardian or other person who stands in place of a parent (loco parentis), or any other relative who resides with the employee.

Section 7. An employee requesting sick leave with pay for three (3) consecutive work days or more will be required to present a written statement from a physician or other certified medical practitioner certifying that the employee's condition prevents him from performing the duties of his position, before sick leave will be approved. If the condition continues for more than seven (7) calendar days, medical documentation, including the expected date of return, must be submitted by the employee. It shall be the responsibility of the employee to ensure that such medical documentation remains current.

Section 8. Any employee fraudulently obtaining sick leave (or attempting to obtain sick leave) shall be disciplined. Excessive or patterned use of sick leave shall also be just cause for discipline.

Section 9. An employee who is laid off from his position shall, at the time of recall as applicable, be credited with any unused sick leave existing at the time of his layoff. An employee who transfers from one position to another in the bargaining unit shall be credited with the unused balance of his accumulated sick leave.

Section 10. Unused sick leave shall accumulate without limit.

Section 11. Upon retirement, an employee shall be paid for any accumulated, unused paid sick leave at the ratio of one (1) day's pay for each two (2) days earned, up to a maximum of nine hundred sixty (960) hours pay. To be eligible for retirement under this section, the employee shall have worked full-time for the City for at least ten (10) years and shall have attained normal retirement age under the pension system.

Section 12. An employee may convert sick leave, in excess of ninety (90) days, into vacation leave at the rate of one (1) vacation day for each sick day, up to a maximum of five (5) vacation days per year. Requests to convert sick leave must be submitted within the month of January of each year.

ARTICLE 25 **DISABILITY LEAVE**

Section 1. Upon proper application, an employee shall be granted a leave of absence without pay for a period not to exceed eighteen (18) months due to a personal illness, or injury, or disabling condition, as supported by medical evidence. Any employee shall utilize paid leave and Family and Medical Leave prior to requesting a disability leave.

Section 2. In no case shall paid sick leave, Family and Medical Leave, and disability leave exceed a cumulative total of more than twenty-four (24) months.

Section 3. The validity of all medical evidence is subject to review by a physician designated by the City. In the event of a difference of opinion as to the evidence, the matter shall be referred to a mutually agreed upon physician whose opinion shall be binding on the parties. The cost of the third physician shall be borne equally by the City and the Union.

Section 4. If the Employer has reason to believe an employee is unable to fulfill his usual duties by reason of illness, injury, or a disabling condition, the Employer may require that the employee utilize sick leave, Family and Medical Leave, and disability leave.

Section 5. An act of an employee who has been given a disability leave which is determined by the Employer to be inconsistent with the disabling illness or injury may subject the employee to a cancellation of the leave and discipline at the Employer's discretion.

Section 6. This article shall not be construed to limit the application of Family and Medical Leave to personal illness or injury only. Family and Medical Leave shall be available in accordance with the applicable provisions of the Family and Medical Leave Act and in accordance with the policy of the Employer.

ARTICLE 26
ON-DUTY INJURY LEAVE/WORKERS' COMPENSATION

Section 1. In the event of an occupational injury, incurred as a direct result of performing an assigned duty or function within the scope of the employee's job duties and authority, said employee will be eligible for on-duty-injury leave (Injury Leave or ODIL) in an amount not to exceed one hundred and twenty (120) consecutive work days when the injury is timely reported, recommended by the employee's department head, and verified by a competent physician as a disabling injury. The City reserves the right, at its cost, to require the employee to see a physician of its choice before injury leave may be granted.

Section 2. To receive on-duty injury leave with pay, the employee must:

- A. immediately notify the department head/supervisor when an incident or accident occurs;
- B. complete an Incident/Accident Report to be forwarded to the Department Head and Assistant Finance Director within twenty-four (24) hours of the incident or accident and seek appropriate medical attention. When an employee is hospitalized or otherwise unable to complete the report, the supervisor/department head shall initiate the form;
- C. complete a request for Injury Leave form;
- D. where applicable as requested by the Assistant Finance Director/designee, execute a release (reimbursement agreement), which obligates the employee to reimburse the City the amount of the Workers' Compensation benefits received for lost wages during the same time period the employee collected injury leave. Any employee who applies for lost wages must submit such payments to the City for the period which the employee also received ODIL.
- E. Attend a medical examination/evaluation whenever scheduled with a physician/medical provider selected and paid for by the City.

Section 3. Injury leave shall not be cumulative, i.e., an employee may only receive injury leave only once for each work-related accident/injury. When an employee requests injury leave for a disputable illness/accident and is denied, the Employee may be subsequently credited with such leave upon a favorable decision by the Bureau of Workers' Compensation (BWC), provided that

the City may appeal or otherwise contest a decision, in which case, injury leave will be credited only when the City either exhausts its remedies or accepts the judgment rendered by the BWC.

Section 4. An employee may be offered transitional work or modified duty by the City, consistent with the restrictions/limitations of the employee's physician or a physician selected by the City, when determined appropriate by the City, and when the following requirements are met:

- A. The assignment must be medically suitable. The employee must be capable of performing the work without violating any medical restriction or limitation.
- B. The assignment must fulfill a necessary job function or functions. The City shall not be required to "create work" and the availability of work at one time shall not mean that the work will always be available for transitional work within a department or within the City.
- C. The assignment must be anticipated to be temporary.
- D. The employee must have the capability (knowledge, skills, and abilities) necessary to properly perform the work.

The availability of transitional work and or modified duty assignments are solely determined by the City in consideration of operational and staffing needs as well as capability of the affected employee, are not guaranteed, and are subject to approval of the Mayor/designee.

Section 5. An employee forfeits all rights to any on-duty injury leave (wage continuation payments) or transitional work for which the employee would otherwise have been entitled, if the employee:

- A. engages in work with any other entity, whether part-time or full-time, while receiving ODIL payments;
- B. terminates employment for any reason;
- C. fails to act in a manner which is conducive to being off work convalescing from a job-related injury;
- D. refuses to perform light, modified, or transitional duty (within medical restrictions) when offered by the City;
- E. refuses to return to regular duty after being released by the treating physician or a physician selected by the City.

Section 6. An employee may return to full duty upon authorization by the employee's attending physician or by a physician of the City's choice. "Authorization" refers to and must include the

physician's review of the employee's position description and a certification that the employee is fit to perform the essential duties described therein.

Section 7. In the event an employee, who is entitled to injury leave, uses the maximum allowable injury leave per injury, and is still unable to return to active duty, an assessment of the status of the injury will be made by the City. If the City determines that within three (3) months from the date the expiration of the original one hundred twenty (120) work day period employee should be able to return to work and perform the essential functions of the position, the ODIL may be extended without precedent.

ARTICLE 27 **BEREAVEMENT LEAVE**

Section 1. If a death occurs among a member of the full-time employee's nuclear family (spouse, child, parent, stepchild or stepparent), such employee shall be granted, upon request, up to four (4) days bereavement leave, without loss of pay. An employee shall be granted up to three (3) days bereavement leave with pay in the event of the death of another member of his immediate family as defined in Section 3 herein. The time period of eligibility for the leave commences with the date of death. If additional time off is determined to be necessary, the Department Director may grant additional time off from accumulated sick leave or leave without pay, as applicable, subject to approval of the Mayor.

Section 2. In the event of the death of a relative other than a member of his immediate family, as defined herein, an employee may be granted a one (1) day leave of absence without pay, provided an operational hardship does not occur.

Section 3. For the purposes of this article, "immediate family" is defined as the employee's spouse, mother, father, child(ren), stepchild(ren), brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents (natural and in-laws), grandchild, a legal guardian or other person who stands in place of a parent (loco parentis), or any other relative who resides with the employee ("nuclear" family is also addressed in section 1 above).

ARTICLE 28 **LEAVE OF ABSENCE WITHOUT PAY**

Section 1. Non-probationary employees may request a leave of absence without pay for a period not to exceed six (6) months for reasons other than personal illness, or injury, or disabling condition which are addressed under Article 25. All leaves of absence without pay must be applied for in writing to the Department Director or his designee, on forms supplied by the City, at least fifteen (15) working days prior to the proposed commencement of the leave. The City may waive the notice requirement in cases of serious or unusual circumstances. The request shall contain the reason for the leave. Notification of the approval or denial of a requested leave shall be given to the employee in writing within ten (10) calendar days after the submission of the request.

Section 2. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City, and provided the employee gives the City ten (10) working days prior notice.

Section 3. An employee who is on approved leave of absence as provided herein shall accumulate seniority during the entire period, and upon returning to work shall be assigned to his same classification and rate of pay.

Section 4. If the Employer reasonably believes the employee is not using the leave for the purpose for which it was requested, the Employer may cancel the leave and order the employee to return to work. Subsequent failure to return to work shall cause the employee to be absent without leave and subject to discharge.

ARTICLE 29 **TEMPORARY TRANSFERS**

Section 1. A temporary transfer to another classification shall not normally exceed six (6) months, except in cases where an employee is on extended sick leave or disability leave.

Section 2. If an employee is temporarily assigned the full duties and responsibilities of a higher classification within the bargaining unit for two (2) consecutive work days or more, he shall receive the higher of the two rates between his regular rate and the base rate of the other classification for all such hours worked. Temporary assignments will be made in writing and approved by the Department Director.

ARTICLE 30 **VACANCIES AND JOB POSTINGS**

Section 1. Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice of such vacancy shall be posted in the departments where bargaining unit personnel exist for a period of five (5) consecutive working days. During the posting period, anyone wishing to apply for the vacant position may do so by submitting written application, to the applicable Department Director. If the vacancy is not filled from within the applicable departments, or is an entry level position, it may be advertised externally. Postings shall contain the job requirements as set forth in the job description/classification, the department, the normal range of work hours, the base wage and pay range, and the date of the posting and the final application date. The Employer shall not be obligated to consider any applications submitted after the posting deadline nor any applicants who do not meet the minimum qualifications for the position.

Section 2. If the vacancy is an original appointment, the Employer shall use any established eligibility list for the classification of the vacancy. Said eligibility list shall include the names of all persons who have successfully passed the examination. The Civil Service Commission shall provide a copy to the Employer of the complete list of persons passing the examination.

Selection shall be made from the persons appearing on the eligibility list unless all such persons decline the position. If the vacancy is not an original appointment, the Employer shall fill the position in accordance with the provisions established herein.

Section 3. If the position is not an original appointment, the job will be awarded to the best qualified applicant, with first consideration going to qualified employees within the department where the vacancy exists. If two (2) or more applicants are considered substantially equal in qualifications, the position will be awarded to the most senior bargaining unit employee as applicable. If two (2) employees have the same seniority, an examination will be conducted with the position being awarded to the individual with the highest score or rating. The selected applicant shall normally be notified, in writing, of such selection within thirty (30) calendar days from the final date of the posting.

ARTICLE 31 **LAYOFF AND RECALL**

Section 1. Whenever the Employer determines that a layoff (reduction in force) is necessary within the bargaining unit, the Employer shall notify affected employees in writing at least five (5) working days in advance of the effective date of the layoff.

Section 2. The Employer shall determine the classifications, employment status, and number of employees to be affected by any layoff. Within each classification layoff shall occur by inverse order of seniority.

Section 3. Any employee receiving notice of layoff shall have five (5) working days following receipt of notice in which to exercise his right to displace (“bump”) a less senior employee in a lower classification within the bargaining unit. The more senior employee must be presently qualified to perform the full duties and responsibilities of the lower classification without further training, as determined by the Employer. Lower classification shall mean a classification with a lower base rate of pay. In accordance with the provisions herein, a laid off employee may also exercise his right to displace (bump) a part-time employee within the same classification, or within a lower classification, in the classified service, provided the laid off employee is presently qualified to perform the full duties and responsibilities of the lower classification without further training as determined by the Employer.

Section 4. Employees who are laid off will be placed on a recall list for a period of one (1) year from the effective date of the layoff. Recall from layoff will be made in reverse order of layoff; that is, the last employee placed on layoff from a classification will be the first to be recalled. Employees shall be given fourteen (14) calendar days advanced notice of recall and such notice shall be sent by certified mail to the employee’s last address on record. Employees shall have five (5) calendar days to accept or reject the Employer’s offer of recall. Employees rejecting recall or failing to report to work on the effective date of the recall shall lose all seniority and rights of recall.

Section 5. In the event an employee is laid off, he shall receive payment for any earned but unused vacation and compensatory time as quickly as practicable, but not later than fourteen (14) calendar days following the effective date of layoff.

Section 6. An employee who is laid off from his position for reasons that are not discreditable to him, may, if recalled within twelve (12) months, have available for his necessary use any unused sick leave at the time of his layoff. Any employee who bumps from one department to another shall be credited with the unused balance of his accumulated sick leave.

ARTICLE 32 **CALL-IN PAY**

Section 1. An employee in the Division of Water and Sanitary Sewers, the Division of Streets and Drainage, or the Department of Parks, who is called in to work at a time which does not abut his regularly scheduled work hours shall receive a minimum of three (3) hours pay or three (3) hours work at the applicable rate of pay. This provision shall not apply to any schedule changes or scheduled overtime.

Section 2. Notwithstanding the provisions of Section 1 herein, an employee called into work between the hours of 10:00 p.m. and 3:59 a.m. shall receive a minimum of four (4) hours of work or four (4) hours of pay at premium compensation of time and one-half (1 1/2). This provision shall not apply to any schedule changes or scheduled overtime.

Section 3. Unworked minimum call-out hours shall not apply for purposes of overtime computation; however, an employee shall be compensated at the highest of either the actual hours worked or minimum call-out hours.

ARTICLE 33 **REPORT-IN PAY**

Section 1. An employee who reports to work at his regularly scheduled starting time without previous notice not to report shall receive a minimum of two (2) hours pay at the applicable hourly rate.

ARTICLE 34 **NEWLY CREATED CLASSIFICATIONS**

Section 1. Whenever a new classification is created, the Employer shall determine if the position is within the bargaining unit and shall so notify the Union in writing. Upon the written request of the Union, the parties shall meet to discuss the inclusion/exclusion of any newly created classification. If the Union disagrees with the Employer's position, it may seek whatever recourse is available through the State Employment Relations Board (SERB) pursuant to the pertinent provisions of Chapter 4117 O.R.C. and the SERB Rules and Regulations.

Should the parties agree as to the inclusion of a newly created classification within the bargaining unit, they will jointly petition the State Employment Relations Board (SERB) to amend the certification to include such new classification.

Section 2. The Employer shall establish the wage rate and job description for any newly created classification in the bargaining unit based upon an appropriate differential from existing classifications. Should the Union disagree with the wage rate established, the Union may submit a notice to negotiate.

ARTICLE 35 **UNIFORMS**

Section 1. The City shall provide ten (10) sets of uniforms for each bargaining unit employee who is required to wear a regulation uniform while on duty, including the provision of short sleeve shirts for uniform summer wear, in the manner it deems appropriate. Additionally, the City agrees to afford employees a second option of five (5) tee shirts for summer wear. Employees electing this second option shall be responsible for the cleaning, maintenance, and repair of such tee shirts. Employees electing the second option must notify the Employer of such election not later than April 1 of the applicable calendar year. Employees may provide input as to preferred uniform styles/materials.

Section 2. The City shall provide individual foul weather gear, i.e., gloves, rain suits, and boots, to Department of Public Service/Parks employees required to work in foul weather. Foul weather gear shall be replaced as necessary; however, return of the worn or damaged item shall be a prerequisite to its replacement.

Employees within the Departments of Streets, Utilities or Parks, who are regularly scheduled to perform job duties outside during winter months, as determined by the department head, will be provided "carhart type" coveralls or a "carhart type" jacket and pants. Winter gear will be replaced as necessary; however, return of the worn or damaged item shall be a prerequisite to its replacement, and winter gear will normally not be replaced more than once each three (3) year period.

Section 3. Each employee in the Department of Public Service/Parks shall be entitled to an annual footwear allowance in the maximum amount two hundred fifty dollars (\$250.00). The annual footwear allowance shall be payable in April of each calendar year and shall be subject to payroll taxes in accordance with applicable law and regulation.

Section 4. Each clerical/support employee who has completed the initial probationary period shall be eligible for up to two (2) short sleeve shirts and two (2) long sleeve shirts annually; the shirts shall bear the "City of Avon" name and logo. The employee must notify the Employer of the number of shirts desired by February of the applicable calendar year. The provision of such shirts shall be subject to taxation in accordance with applicable IRS regulations.

ARTICLE 36
CONVENTIONS, CONFERENCES, AND MEETINGS

Section 1. Any employee attending a required or prior approved work related convention, conference or meeting (hereinafter referred to as conference) shall be reimbursed for all reasonable and related expenses in accordance with the provisions set forth herein.

Section 2. Prior to attending any conference, the employee must submit a request form along with an estimate of the specific expenses involved. Approval shall be at the discretion of the Mayor and shall be subject to an availability of funds as certified by the Finance Director.

Section 3. The actual costs of lodging, turnpike tolls, parking, and registration fees will be reimbursed provided actual receipts/documentation are submitted for each expense. The City shall reserve the right to question the reasonableness of an expense, may reject the actual cost if determined to be excessive, and pay only the prior approved estimated expense. Meal costs shall be reimbursed in accordance with the provisions of Article 37, Mileage and Travel. If an employee's spouse also attends the conference, no reimbursement will be made for his/her added costs or expenses.

Section 4. Actual receipts/documentation for expenses are to be submitted along with an expense account voucher to the Director of Finance. Reimbursement of approved expenses will be made in accordance with established payment cycles.

Section 5. An employee will be compensated for hours actually spent in City required and prior approved training including travel time, less normal home to work travel time and any duty free meal period. This provision does not apply to necessary training for required licensure. Documentation for time spent in training is required.

Section 6. Employees may be reimbursed up to two hundred fifty dollars (\$250.00) per year for prior approved information technology courses related to their job responsibilities. Employees interested in pursuing such courses shall submit a written request along with a description of the coursework to their department head at least fourteen (14) calendar days in advance.

ARTICLE 37
MILEAGE AND TRAVEL

Section 1. All regular full-time employees required to use their personal car in the performance of their job duties for the Employer shall be reimbursed only for such actual mileage at the rate of the current IRS rate 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 designee.

Section 2. When an employee is required to be away from the City in the performance of a job, the employee shall be reimbursed for meals at the following rate:

Up to 9:00 a.m.	\$6.00 Breakfast
Up to 1:00 p.m.	\$9.00 Lunch
Up to 6:00 p.m.	\$15.00 Dinner

Section 3. Receipts covering expenses must be submitted to the Finance Director along with an expense account voucher in order to receive payment as specified in Section 1 and 2 herein.

ARTICLE 38
JOB DESCRIPTIONS AND CLASSIFICATIONS

Section 1. Job descriptions list the major or central duties of the particular position/classification and shall include automatically all functionally related duties whether listed or unlisted.

Section 2. Employees shall be provided with a copy of the applicable job description upon hire, transfer, promotion, or reduction.

Section 3. Whenever a substantial change occurs in the duties and responsibilities of a position/classification, or when job descriptions are updated or modified by the Employer, the City shall provide the affected employee(s) and the Union with any updated job description in a labor-management meeting.

ARTICLE 39
JOB AUDITS

Section 1. An employee may have his position audited for reclassification upon request to his Supervisor/Director. The employee shall provide all necessary information to the Supervisor/Director regarding the job audit.

Section 2. Within thirty (30) working days of receipt of the information, the Department/Director and the Mayor shall determine if the employee should be reclassified and shall notify the employee of the decision. In the event of reassignment to a classification in a higher pay range, the employee shall be reassigned to that step of the new pay range which provides at least a two and one-half percent (2.5%) increase, not to exceed the applicable maximum. In the event of a reassignment to a lower classification, the employee shall maintain the rate of pay in effect at the time of the reassignment until such time as the rate of pay for the lower classification exceeds that amount.

Section 3. If during the time of an annual performance evaluation, the Employer determines that an employee is performing the duties of a higher classification, the Department Director/designee may recommend that the employee be reassigned to the higher classification. The Department Director and the Mayor shall determine if the employee should be reclassified and shall notify the employee of the decision. In the event of reassignment to a classification in a higher pay range, the employee shall be reassigned to that step of the new pay range which provides at least a two and one-half percent (2.5%) increase, not to exceed the applicable maximum.

ARTICLE 40
HEALTH COVERAGE

Section 1. For the term of this agreement, the Employer agrees to provide bargaining unit employees the same medical insurance health plan as provided to other City employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization. The City shall meet and confer with the Unions (all recognized bargaining units) regarding health care providers and levels of coverage, but the City shall make the final determination if a consensus is not reached.

Section 2. The City agrees to pay eighty percent (80%) of the premium/contribution costs for single or family health insurance coverage for each eligible full-time employee enrolled in any of the health coverage plans offered by the City.

Section 3. The election of single or family coverage rests with the eligible bargaining unit employee. Each eligible bargaining unit employee electing coverage shall pay twenty percent (20%) of the monthly premium/contribution cost.

Section 4. Any premium cost responsibility of the employee shall be paid by the participating employee through payroll deduction.

Section 5. The City, at its sole cost and expense, shall provide each eligible full-time employee with group life insurance coverage in the face amount of thirty thousand dollars (\$30,000.00).

Section 6. Where an employee is on sick leave, his medical insurance premiums will be paid as provided above and medical insurance continued for the duration of his receiving payments for accumulated sick leave and vacation time and any additional family and medical leave. Where an employee continues to be disabled after using sick leave and vacation time and any additional family and medical leave, medical insurance may be continued at the option of the employee by his paying the full premium cost directly to the City of Avon for a period not to exceed thirty-six (36) months as provided by applicable statute.

Section 7. Any full-time employee who waives health insurance coverage shall be paid one hundred twenty dollars (\$120.00) per month. The waiver must be requested, in writing, to the Finance Director thirty (30) days prior to the beginning of any billing cycle. Applicable waiver amounts are payable by the City to the applicable employee(s) in June and December of each year. Employees may elect to enroll in the health plan by submitting prior written notification to the Finance Director. Health coverage will commence with the applicable date following the next open enrollment period. At the time of actual enrollment, the employee shall forfeit the waiver. Notwithstanding the provisions above, if a change of status occurs which meets existing plan requirements, an employee may elect to enroll in the health plan by submitting prior written notification to the Finance Director and coverage shall commence in accordance with the terms of the plan.

Section 8. The Employer and the Union agree that Section 1 shall apply in the event the Employer determines it necessary to change health plan providers during the term of this agreement. It is understood that all involved parties previously reached a consensus to transfer to coverage under the Lorain County Health Plan, and that such transfer included being subject to any modifications and/or changes in coverage and levels of benefits as determined appropriate by the Lorain County Board of Commissioners, or as may result due to a transfer of coverage to a plan other than that provided through Lorain County.

ARTICLE 41
ACCIDENT INSURANCE

Section 1. The City of Avon will pay the monthly premium for accidental death, dismemberment, loss of sight, and permanent disability insurance to the Ohio Municipal League Group Accident Plan so long as such plan remains available. Additional amounts of insurance may be purchased by the employee, and at no cost to the City, with the yearly premium payable in advance. This benefit shall apply to all full-time employees.

ARTICLE 42
LIABILITY COVERAGE

Section 1. If there is no liability or other insurance in place that provides coverage against claims made against any employee for actions or performance in accord with the scope of his job duties and responsibilities, the City shall hold harmless and indemnify such employee from any lawsuit or claim filed against him as a result of his conduct while acting in his official capacity as an employee of the City.

Section 2. The provisions of Section 1 herein shall not apply should any employee act beyond the scope of his job duties or responsibilities, act in a malicious, reckless, or willfully negligent manner, act in a manner known or that should have been known to be improper, illegal, or violative of his duties and responsibilities and/or the policies and procedures of the Employer.

Section 3. The determination of matters of representation, resolution and/or settlement is reserved to the City.

ARTICLE 43
WAGES

Section 1. Wages for the applicable calendar year shall be effective with the first pay of the calendar year unless specifically set forth otherwise herein. The rates of pay for bargaining unit employees shall be as set forth in Appendix C, and represent general increases as follows:

2013 - Increase top rate by 2% and compute descending scale (.83, .89, .92, .95, .98)

2014 - Increase top rate by 2% and maintain descending scale (.83, .89, .92, .95, .98)

2015 - Increase top rate by 2% and maintain descending scale (.83, .89, .92, .95, .98)

Crew Leader An employee promoted to the position of Crew Leader shall receive \$1.25 per hour above the applicable step, based upon seniority, of pay range 1.

Licenses An employee in the Department of Utilities who obtains and maintains one or more of the following licenses shall be entitled to additional hourly compensation for such licensure as follows:

Class I Water Distribution License	\$.10 per hour
Class II Water Distribution License	\$.20 per hour
Class I Waste Water Collections License	\$.15 per hour
Class II Waste Water Collections License	\$.20 per hour

Section 2. Newly hired employees shall be hired at the start rate, and shall advance on the schedule based upon their anniversary date. Existing employees shall advance to the applicable step based upon their anniversary date of hire, promotion, or demotion, as applicable.

Section 3. Any employee promoted to a higher classification shall be placed at the step of the higher classification which grants at least a two and one-half percent (2.5%) increase, not to exceed the applicable maximum. An employee who takes a voluntary reduction or demotion shall be placed at the applicable step based on years of service.

Section 4. Changes in rates of pay shall occur with the pay period which includes the anniversary date or date of promotion, demotion, etc.

ARTICLE 44
PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1. The Public Employees Retirement System (PERS) requires employee contribution and the employee will be responsible for the mandated employee share. Additionally, any state mandated employee's contribution to the PERS shall be deducted from the employee's gross pay before state and federal taxes.

ARTICLE 45
LONGEVITY COMPENSATION

Section 1. Each full-time employee shall be entitled to longevity pay under the following schedule and upon completion of the required years of service:

Years of Service

5 Years	\$500.00
6 Years	\$625.00
7 Years	\$750.00

8 Years	\$875.00
9 Years	\$1,000.00
10 Years	\$1,125.00
11 Years	\$1,250.00
12 Years	\$1,375.00
13 Years	\$1,500.00
14 Years	\$1,625.00
15 Years	\$1,750.00
16 Years	\$1,875.00
17 Years	\$2,000.00
18 Years	\$2,125.00
19 Years	\$2,250.00
20 Years	\$2,375.00
21 Years	\$2,500.00
22 Years	\$2,625.00
23 Years	\$2,750.00
24 Years	\$2,875.00
25 Years or More	\$3,000.00

Longevity pay shall be computed only on years of full-time service with the City, and shall not be pro-rated. The City of Avon shall have an option of making such payment by separate check or identifying the payment as a separate item. Longevity shall be paid in the month of June based upon years of service as of December 31 of the applicable year.

ARTICLE 46
PAYMENT TO ESTATE UPON DEATH

Section 1. In case of death of an employee, any earned but unused regular pay, compensatory time, or vacation time shall be paid to his spouse, or if no spouse exists, to his estate. Accrued sick time, for an employee with at least ten (10) years of full-time service, shall be paid to the spouse or estate at the ratio of one day's pay for each two (2) days earned up to a maximum of nine hundred sixty (960) hours pay.

ARTICLE 47
P.E.O.P.L.E. CHECK-OFF

Section 1. The City will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized To Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this contract upon receipt of individual written authorization cards voluntarily executed by an employee, provided that:

- A. 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; and
- B. 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; and
- C. 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. Contributions shall be transmitted to the Union in accordance with the provisions of Article 7, Section 2, of this contract.

Section 2. All P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions. The Employer assumes no obligation of any kind arising out of its deduction of voluntary contributions arising out of this article. The Union and the employee shall indemnify and save the Employer 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 48 **COMMERCIAL DRIVER'S LICENSE**

Section 1. Specific bargaining unit positions may require a Commercial Driver's License (CDL) be held or obtained and retained as a condition of employment. Should any employee who is required to maintain a valid CDL by virtue of his classification fail to do so, he shall be unqualified to retain his position. Any such employee may submit a written request to the Employer for a voluntary reduction. If the Employer determines that a vacancy exists in a lower level classification for which the requesting employee is presently qualified to perform the essential functions of the position without further training, the employee will be placed in the lower level position as a voluntary reduction. If a voluntary reduction is not requested, or is not feasible as determined by the Employer, the employee may request a leave of absence without pay for a period of not more than ninety (90) calendar days. If a leave of absence is not requested or has been exhausted, the employee will be terminated from employment.

Section 2. Effective January 1, 1996, Department of Transportation Federal Highway Administration Rules on "Controlled Substances and Alcohol Use and Testing" (49 CFR 382) shall apply to all CDL holders in this bargaining unit. The procedures for testing are contained in Department of Transportation "Work Place Drug and Alcohol Testing Programs" (49 CFR Part 40). The parties to this agreement are bound by those rules, and may not modify, amend, or ignore them; however, the Union recognizes the City's independent authority under those rules. Prior to the effective date of these rules, the City agrees to provide awareness training to all affected employees regarding the testing required by the rules (including random testing).

Section 3. Drug/alcohol testing required by the rules specified in Section 2 of this article shall be paid for by the City for bargaining unit employees, exclusive of pre-employment testing.

ARTICLE 49
HEALTH AND SAFETY

Section 1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the City accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The Department Heads will correct unsafe working conditions, and see that the safety rules and safety working methods are followed by their employees. The employee(s) accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safety work methods of the City. All unsafe working conditions must be reported to the supervisor in charge as soon as said unsafe working conditions are known. Losses resulting from the employee's failure to exercise reasonable care, or for willful destruction of any tools, vehicles, facilities, supplies, or equipment, may result in disciplinary action. The responsible supervisor or Department Head shall forward copies of all reports of unsafe working conditions to the designated Safety Officer and the Safety Committee.

Section 2. An employee acting in good faith has the right to refuse to work under conditions he reasonably believes present an imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to the Department Head and Safety Officer, who will advise the City whether they believe any corrective action is necessary which may eliminate or reduce a potential danger or hazard. If, after action is taken by the Department Head and/or Safety Officer, the employee believes imminent danger of death or serious harm still exists, the employee may request that the issue be submitted to the Safety Committee for review.

Section 3. When work place engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment. Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 4. Employee exposure records and accident reports shall be made available to the employee who is the subject of the record upon his written request.

Section 5. The Safety Committee shall consist of the Safety Officer, one (1) additional Employer appointee, and two (2) bargaining unit members appointed by the Union. Bargaining unit appointees shall not serve on the Committee for more than twelve (12) consecutive months. The Union shall provide to the City a list of its appointees for each agreement year not less than one (1) month prior to the anniversary date of this agreement.

It is understood that the Committee is a fact finding and communication vehicle only. The responsibilities of the Committee are as follows:

1. Review all health and safety complaints and make recommendations for corrective action.
2. Review all incident reports of work related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.
3. The Committee shall immediately convene upon notice of a work refusal and shall review the matter as set forth in Section 2 of this article.
4. Recommend safety training programs and amendments, modifications, or additions to the Safety Manual.
5. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities.

The Committee's responsibility in general is to review and make recommendations for an ongoing safety program. The Employer shall retain the responsibility to coordinate their efforts and monitor compliance with applicable Occupational Safety and Health Administration requirements.

Section 6. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator under the terms of this agreement. The Union shall be bound to follow the redress procedure elected by the employee.

ARTICLE 50 **MODIFICATION**

Section 1. Amendments to this agreement, if any, shall be made in the form of written "Addendums," and shall be signed by the representatives of the City and the Union.

ARTICLE 51 **SEVERABILITY/LEGALITY**

Section 1. This agreement is subject to all applicable federal laws, and Chapter 4117 of the Ohio Revised Code, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 2. Should any part of this agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further

force and effect, but such invalidation of a part or provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In such event, the Employer and the Union will, at the request of either party hereto, promptly enter into discussions relative to the particular provision(s) deemed invalid or unenforceable. Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

ARTICLE 52 **LABOR-MANAGEMENT CONFERENCE**

Section 1. In the interest of effective communications, either party may at any time request a Labor-Management conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management conference shall be scheduled within ten (10) days of the date requested, but no more frequently than monthly unless both parties agree to meet more frequently. Additionally, this process may be expedited upon mutual agreement of the parties. In cases where a meeting is being requested to address health and safety issues, such meeting shall be convened within three (3) working days of the requested date, unless otherwise mutually agreed between the parties. Nothing herein shall preclude the parties from meeting on an informal basis as deemed appropriate.

Section 2. The purpose of such meeting shall be limited to:

- A. discuss the administration of this agreement;
- B. notify the Union of changes made by the Employer which affect bargaining unit employees;
- C. discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. disseminate general information of interest to the parties;
- E. give the Union representative the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
- F. consider and discuss health and safety matters relating to employees;
- G. discuss substantial changes in job duties and responsibilities.

Section 3. There shall be no more than two (2) employee Union representatives in attendance at the Labor-Management conference. There shall be no more than two (2) management employee representatives at the conference.

ARTICLE 53
WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Lorain County Commissioners, the federal or state legislature, City Council, or the Mayor, such as acts of God or civil disorder, the following conditions of this agreement may automatically be suspended at the discretion of the Employer:

1. Time limits for management replies on grievances, or Union submissions of grievances.
2. Any or all agreements and practices relating to the assignment of employees; except that it is agreed that there shall be no loss of premium pay earned as set forth in this agreement, unless otherwise mutually agreed upon between the parties.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the applicable point in the grievance procedure to which they had properly progressed.

ARTICLE 54
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code, Chapter 124, nor any local city ordinances pertaining to wages, hours, terms and other conditions of employment, where such matter has been addressed by this agreement, shall apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the City of Avon Civil Service Commission shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this agreement.

Section 2. Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of Avon Civil Service Commission), the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 O.R.C. Furthermore, Section 124.57 O.R.C. shall continue to apply to bargaining unit employees.

ARTICLE 55
DURATION OF AGREEMENT

Section 1. This agreement shall be effective January 1, 2013, and shall remain in full force and effect until December 31, 2015.

Section 2. If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified

mail with return receipt. The parties shall attempt to commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 3. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement.

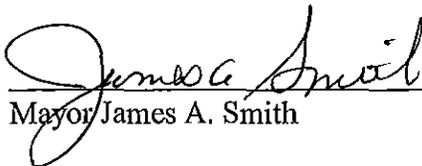
Section 4. However, nothing in this article shall preclude the parties from mutually agreeing to amend or modify this agreement, provided such amendment is reduced to writing and signed by both parties as set forth in Article 50 herein.

SIGNATURE PAGE

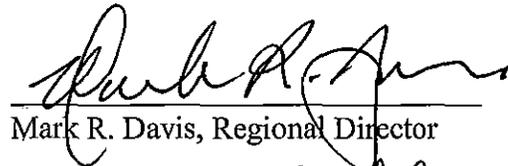
IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this
28th day of March 2013.

FOR THE CITY OF AVON

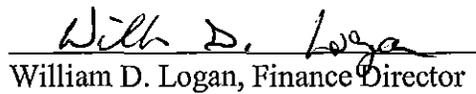
**FOR AFSCME, OHIO COUNCIL 8,
LOCAL 277**



Mayor James A. Smith



Mark R. Davis, Regional Director



William D. Logan, Finance Director



Tom Wilhelmy, Chairman, Local 277



Sandy Conley, Chief Spokesperson



Mark Saterlee

Approved as to Form:



Jean Payne



John Gasior, Law Director



Brad Noble

APPENDIX A
REIMBURSEMENT AGREEMENT
WORKERS' COMPENSATION OFFSET

The City of Avon, by and between its Mayor, the Employer, and _____, its Employee, agree as follows:

Whereas, the Employee has been injured within the scope of and during the course of his or her employment with the City of Avon, and has filed a claim for workers' compensation, said injury having occurred on or about _____, and the claim being numbered _____;

Whereas, the Employee desires and/or did desire to be paid regular compensation by the Employer while the Employee is and/or was disabled as the result of the aforesaid injury and has filed with the State of Ohio Bureau of Workers' Compensation a claim for loss of wages during the Employee's disability resulting from such injury.

Now Therefore, it is agreed by the Employer and Employee as follows: That if the Employer pays and/or has paid the Employee's regular compensation under pertinent City labor agreement during the period of the Employee's disability aforesaid, such Employee shall reimburse the Employer to the extent he or she is awarded workers' compensation for loss of wages when the same is received, and that the Employer will then give appropriate credit to such Employee relative to any paid leave for which the Employee was charged during his or her said period of disability.

The Employee authorizes a copy of this agreement to be filed with the Industrial Commission of Ohio and it is hereby authorized to carry out the terms and provisions hereof.

CITY OF AVON, EMPLOYER

By _____

Employee _____

Date _____

APPENDIX B
CITY OF AVON
ALCOHOL & DRUG TESTING POLICY

Bargaining unit employees shall comply with the Drug Free Workplace and Alcohol and Drug Testing policies and procedures as adopted by City (Ordinance No. 01-12).

Additionally, as the listing of illegal drugs is modified and updated by state or federal law, the City may update the listing of illegal drugs that it may test for.

APPENDIX C
2013 – 2015 WAGE SCHEDULE

		Start	1 Year	2 Years	3 Years	4 Years	5 Years
	Range	0.83	0.89	0.92	0.95	0.98	Top

	1	E. O. 2; WSL Maintenance					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
2013	2%	21.77	23.35	24.14	24.92	25.71	26.23
2014	2%	22.21	23.82	24.62	25.42	26.22	26.76
2015	2%	22.65	24.29	25.11	25.93	26.75	27.29

	2	Finance Clerk 2; Utilities Billing Clerk 2					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
2013	2%	20.52	22.01	22.75	23.49	24.23	24.72
2014	2%	20.93	22.45	23.20	23.96	24.71	25.22
2015	2%	21.35	22.89	23.67	24.44	25.21	25.72

	3	E. O. 1; Meter Technician					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
2013	2%	20.03	21.48	22.20	22.93	23.65	24.13
2014	2%	20.43	21.91	22.65	23.39	24.12	24.62
2015	2%	20.84	22.35	23.10	23.85	24.61	25.11

	4	Cash Receipts Clerk					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
2013	2%	19.69	21.12	21.83	22.54	23.25	23.73
2014	2%	20.09	21.54	22.26	22.99	23.72	24.20
2015	2%	20.49	21.97	22.71	23.45	24.19	24.68

	5	Clerk/Secr. 2; Finance Clerk 1					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
2013	2%	19.58	21.00	21.71	22.41	23.12	23.59
2014	2%	19.97	21.42	22.14	22.86	23.58	24.06
2015	2%	20.37	21.85	22.58	23.32	24.05	24.55

	6	Laborer; Parks Maintenance; Facilities Maintenance					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
2013	2%	19.21	20.60	21.29	21.99	22.68	23.14
2014	2%	19.59	21.01	21.72	22.43	23.13	23.61
2015	2%	19.99	21.43	22.15	22.87	23.60	24.08

	7	Clerk/Secr. 1; Utilities Billing Clerk 1					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
2013	2%	17.40	18.66	19.28	19.91	20.54	20.96
2014	2%	17.75	19.03	19.67	20.31	20.95	21.38
2015	2%	18.10	19.41	20.06	20.72	21.37	21.81

LETTER OF UNDERSTANDING #1

The City of Avon, hereinafter "Employer," and AFSCME, Ohio Council 8, Local #277, hereinafter "Union," do hereby agree to the following:

1. The Employer has and retains the sole right to assign the duties and responsibilities required for a Clerk of Courts as determined appropriate and as may be required by law;
2. Should the duties and responsibilities of Clerk of Courts be assigned to a bargaining unit employee, said employee shall receive premium compensation in addition to his/ her regular rate of pay for the period of said assignment in the amount of ninety cents (\$.90) per hour.
3. This side letter shall be effective upon ratification of both parties (January 11, 2010), and shall terminate effective December 31, 2015.

MEMORANDUM OF UNDERSTANDING

The City of Avon, hereinafter "Employer," and AFSCME, Ohio Council 8, Local #277, hereinafter "Union," do hereby agree to the following:

Effective with the first pay of 2013, the incumbent of the position of Clerk/ Secretary 1 (Parks and Recreation) will be reassigned to the classification of Clerk/Secretary 2 and will be assigned to pay range 5 at the 4 years step and will advance to the 5 years step (top) in June 2013 (anniversary date).

This Memorandum shall be effective upon execution and will expire June 30, 2013; all other matters shall remain subject to the terms and conditions of the Agreement.