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MARION CITY

and

**THE AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES, OHIO
COUNCIL 8**

and

AFSCME LOCAL 1158

April 1, 2013 – March 31, 2016

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PREAMBLE/PURPOSE

SECTION 1 - PARTIES

The City of Marion is referred to herein as the "Employer" or the "City." The American Federation of State, County, and Municipal Employees Local Union 1158, and Ohio Council 8, Afscme, AFL-CIO is referred to herein as the "Union".

SECTION 2 - PURPOSE

The objectives of the Agreement are as follows:

- A. As public employees both employer and employee understand the importance of providing essential services to our community in which we serve.
- B. To achieve and maintain a satisfactory and stabilized Employer/Employee relationship and improve work performance.
- C. To provide for the peaceful adjustment of differences which may arise.
- D. To attract and retain qualified employees.
- E. To assure the effectiveness of service by providing an opportunity for employees to meet with the City through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the Ohio Constitution, State and Federal Laws, City Ordinances, Resolutions, and Civil Service Regulations.
- F. To insure the right of every Union member to fair and impartial treatment.
- G. To provide an opportunity for the Union and the City to negotiate as to wages, hours, and conditions of employment. It is understood that this Agreement pertains to all employees within the bargaining unit defined hereunder.

ARTICLE 1 RECOGNITION

SECTION 1 - AFSCME - EXCLUSIVE AGENT

- A. The City recognizes the American Federation of State, County, and Municipal Employees Local Union 1158, Marion City Employees and Ohio Council #8, AFSCME, AFL-CIO as the sole and exclusive bargaining agent for all employees in the bargaining unit for all matters relating to this Agreement.

SECTION 2 - EMPLOYEE CLASSIFICATION

The bargaining unit shall consist of all employees of the Division of Streets, Division of Sanitation, Division of Water Pollution Control and Marion Area Transit Division in the following classifications:

Automotive Mechanic I
Automotive Mechanic II
Auto Serviceman
Bus Driver
Bus Washer
Carpenter
Chief Water Pollution Control Operator
Dispatcher/Transit
Labor I
Labor II
Maintenance Mechanic I
Maintenance Mechanic II
Maintenance Trainee
Maintenance Electrician II
Electrician Trainee
Motor Equipment Operator I
Motor Equipment Operator II
Motor Equipment Operator III
Water Pollution Control Operator Trainee
Sign Painter
Tool Crib Attendant
Wastewater Treatment Plant Electrician
Wastewater Plant Operator I
Wastewater Plant Operator II
Watchman
Mechanic Trainee
Heavy Equipment Operator Trainee
Light Duty Worker (General Laborer)

SECTION 3 - NEW CLASSIFICATION

When a new job classification is created by the City within a Division included in the bargaining unit, the Union may request its inclusion in the bargaining unit. If negotiations to include the new classification are not successful, the Union may initiate a grievance on the matter at Step 3 of the grievance procedure.

SECTION 4 - ELECTION

When fifty (50) percent or more employees in a Division/Department, not currently in the bargaining unit, petition the bargaining unit for the inclusion in the bargaining unit, the bargaining unit will vote whether to bring the new Division/Department into the bargaining unit and under what conditions. Then an election will be held to determine whether the employees of the Division/Department shall be represented by the Union. If more than fifty (50) percent of the employees indicate their desire for representation through such election, they shall be incorporated into the bargaining unit.

SECTION 5 - NEGOTIATION TIME-OFF

The City agrees that members of the Union negotiating committee will be permitted release time at no loss in wages to engage in contract negotiations. Included on the committee is the Staff Representative, the local President, and up to (5) five other employees, with not more than (2) two employees from the same division.

SECTION 6 - SUB-CONTRACTING

- A. Except for emergencies involving the public health, welfare, and safety, the City shall not sub-contract any work or services which have been or are being performed by the employees of the City.
- B. However, where the City of Marion cannot perform the work with City employees because of excessive cost, lack of required expertise/skill set, lack of necessary paving equipment (e.g. to do any area greater than 10x10 feet square), or due to employees not qualified to perform work required, sub-contracting will be allowed. Excessive cost will be defined as Union cost not to exceed 110% of low bid or most responsive bid. In determining excessive cost, consideration shall be given that the work to be sub-contracted must be performed at the appropriate prevailing wage rates as required by applicable statutes. Copies of bids shall be furnished to the Union.
- C. The City agrees that all such contracts for work or services shall be discussed with the Union prior to awarding of the contract. The Union and the City will be permitted fourteen (14) calendar days to agree to any work rule or other changes which will make performance of the work with City employees competitive. If this results in the City being able to perform the work with City employees at competitive costs, the work shall not be subcontracted. If the City of Marion and the Union cannot agree on sub-contracting of the work, it shall be submitted to expedited arbitration for resolution of the question as to whether the work can be done by City employees without excessive cost.
- D. No employee will be laid off as a direct result of such sub-contracting during the arbitration process; no employee will be laid off until arbitrator has rendered a decision. The decision of the Arbitrator shall be rendered within thirty (30) days of the receipt for expedited arbitration or the work may be sub-contracted.

ARTICLE 2 NON DISCRIMINATION

SECTION 1 – PLEDGE AGAINST DISCRIMINATION

The City agrees that it will not discriminate in the hiring of employees or in the training, upgrading, promotion, transfer, lay-off, discipline, discharge or otherwise, because of race, color, national origin, political affiliation, age, disability, sex, religion, military status, genetic information, or union affiliation, and shall not show partiality or grant special favors to employees covered by this Agreement.

SECTION 2 – DUTY OF FAIR REPRESENTATION

The Union shall accept and make available the right to join AFSCME, and also provide representation to all employees covered by this Agreement, on a non-discriminatory basis.

SECTION 3 – MALE GENDER TO INCLUDE FEMALE GENDER

All references to employees herein shall include both sexes and whenever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 3 MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1

It is recognized that the operating of the City of Marion and the full direction of the working forces is the function and responsibility of the City. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any City official, or to in any way abridge or reduce such Authority, but this Agreement shall be construed as requiring said City official to follow the procedures and policies prescribed herein, to the extent they are applicable, in the exercise of authority conferred upon them by law.

The City has the sole right to manage the various departments, direct the working force, adopt rules, discipline and discharge for just cause, increase or decrease the working force, determine minimum qualifications of employees, determine the work to be done and the equipment to be used, establish processes, means and methods and overall budget. All other management prerogatives are vested solely in the City, provided that the exercise of their prerogatives shall not be in violation of any specific provisions of this Agreement except as specifically limited herein.

ARTICLE 4 UNION REPRESENTATION

SECTION 1 – GOOD FAITH

- A. The Union has the responsibility to provide proper representation for members of the bargaining unit and to foster a wholesome working climate which is conducive to good employer-employee relations. The Union agrees to assist the City in maintaining the continuity of work effort and to maintain an efficient and productive work force by cooperating with the City in eliminating sick leave abuse, absence, tardiness and other practices which reduce worker effectiveness and/or cause uneven distribution of the work load.
- B. The Union shall accept and assume the responsibility to represent employees in conferences with the City. The parties recognize that employees may request union representation for matters set forth in this agreement.

SECTION 2 – LISTING OF AFSCME REPRESENTATIVES

- A. AFSCME shall furnish the City of Marion, Human Resources Department with a written list of its officers, representatives and stewards within five (5) days after their designation and notify the City in writing within five (5) days of any change in such officers, representatives and stewards. The list shall include the following information:
 - 1. Name

2. Address
3. Home Phone Number
4. Department
5. Union Office Held

SECTION 3 – NUMBER AND DISTRIBUTION OF STEWARDS

- A. The Union shall have one (1) Steward in each division authorized to function within their respective divisions per paragraph D.
- B. The Union shall designate one (1) employee to act as Chief Steward in addition to those authorized in paragraph A above.
- C. Stewards must be employees of the City and, except for the Chief Steward, shall be employed within the department or division they represent
- D. One (1) Steward shall represent each City division as enumerated below:
 1. Street Division
 2. Sanitation Division
 3. Water Pollution Control Division
 4. Transit Division

Other stewards may be added when additional divisions become part of the bargaining unit.

SECTION 4 – ACCESS TO CITY PREMISES BY AFSCME REPRESENTATIVES

- A. Ohio Council 8 Representatives and other Union Representatives who are not employees of the City shall be allowed on City premises and work areas only with the approval of the authorized City representatives. Such approval shall not be withheld without just cause. Such visits must be conducted without interfering with the operation of any department.
- B. AFSCME representatives shall have the rights accorded to Stewards and other officers of the Union under this Agreement.

SECTION 5 – NO INTERFERENCE WITH AFSCME REPRESENTATIVES

- A. The City will not interfere with, hinder or influence Stewards, Officers, and other Union representatives in the conduct of activities permitted by this Agreement. Union Members, Union Stewards, Officers, and Council Representatives shall not engage in Union activities on City property or on City time other than those permitted by this Agreement.

SECTION 6 – SOLICITING OF GRIEVANCES

- A. AFSCME representatives are prohibited from soliciting grievances. Any AFSCME representative who is found to have solicited a grievance shall be subject to disciplinary action. Consulting with an employee as authorized by this Agreement shall not be deemed to be soliciting.

SECTION 7 – OFFICERS AND STEWARDS SENIORITY

- A. During their term of office the Stewards shall be accorded super-seniority for the purpose of stabilizing such stewards within their respective Departments or Divisions.
- B. The President, Vice President, Treasurer and Secretary may be "BUMPED" from their respective positions but not completely laid-off, so long as there are jobs such employees qualify for.
- C. If any such layoff should occur, officers shall be laid off in the following sequence, Secretary, Treasurer, Vice President, President.

SECTION 8 - NON-SCHEDULED WORK TIME

- A. If the Steward or Officer represents a member of the bargaining unit during said Officer's or Steward's non- scheduled working hours, there will be no cost to the City.

ARTICLE 5 DUES DEDUCTION/CHECKOFF

SECTION 1 - PAYROLL DEDUCTION

The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed checkoff card (Appendix 1) for the employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the checkoff monies shall be remitted.

The payroll deductions shall be made by the Employer the first pay period of each month. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will notify the Union with the monthly remittance to that effect. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within fifteen (15) days of their deduction. Each remittance shall be accompanied by the following alphabetical list:

- a. The employees for whom deductions were made, the name and social security number of the employee, and amount deducted.
 - 1. The name of each employee whose name has been dropped from the prior checkoff list and the reasons for the omission. The Administration will provide a list of names and addresses of the Bargaining Unit members on June 1 and November 1 of each year of this Agreement, to be mailed to the above address.

SECTION 2 - INDEMNIFICATION

The Union will indemnify and hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this contract.

SECTION 3 - FAIR SHARE FEE

In recognition of the Union's services as the bargaining representative, all members of the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying a service fee. The assessment and collection of all fair share fees, including but not limited to automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09(C). During the life of this Agreement, the City shall deduct fair share/service fees levied by the Union from the pay of each employee.

SECTION 4 - FAIR SHARE FEE DEDUCTION PROCEDURE.

All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union to cover each employee's prorated share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. The deduction of fair share fees shall commence effective sixty one (61) days from the employee's date of hire. The fair share fee amount shall be certified to the Employer by the Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure. The Union will notify non-members of the bargaining unit of its internal rebate procedure, which advises the bargaining unit member of a procedure which shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining.

ARTICLE 6 EMPLOYEES DEFINED

SECTION 1 - DEFINITIONS

- A. "Employees" when used in this Agreement shall mean members of the bargaining unit.
- B. Full-time employees are those members of the bargaining unit whose normal work week is forty (40) or more hours per week and whose employment is other than of a temporary nature.
- C. Part-time employees are those persons hired to work thirty (30) or fewer hours per week, but who may occasionally work thirty (30) or more hours per week. The City agrees not to use the employment of part-time employees as a device to displace full-time employees.

- D. Temporary/seasonal employees are persons hired to work only during specific seasons, or for specific projects which shall not exceed five-hundred (500) hours in a year.
 - 1. Workers other than full time shall not displace bargaining unit members. Nor shall they perform any bargaining unit work beyond or above the classification of Labor 1, unless an emergency dictates otherwise, or other employees are not available or accessible within the same department, or by mutual agreement of the parties.

**ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURE**

SECTION 1 - OVERVIEW

- A. The term "grievance" means that the Union is alleging there has been a breach, misapplication, or misinterpretation of this Agreement. It is the intention of the City and the Union that this formal procedure shall only be used when grievances between an employee or the Union and the City cannot be settled informally.
- B. It is specifically agreed that the work orders of the supervisors shall be followed immediately, and that this formal grievance procedure shall be used only after the assignment has been completed, except in situations as described in Article 27 "Health and Safety".
- C. Grievance meetings will be scheduled during the normal work week between 8 am and 4 pm.
- D. Informal conferences and Written Reprimands will not be processed beyond the Second (2nd) Step of the grievance procedure.
- E. Grievances related to the Suspension and/or the Discharge will only be heard at the Second (2nd) Step and above.
- F. The City will notify the Union President and the AFSCME Representative of the date, time and place of all Second (2nd) Step and above hearings.

SECTION 2 - PROCEDURE

It is the intent of the parties that any dispute involving the application or interpretation of this Agreement be settled informally, when possible. If the parties are unable to settle the dispute, the following procedure shall be followed.

STEP 1 - Within five (5) working days of the occurrence of the event giving rise to the alleged grievance, the employee or Union must initiate the grievance procedure by filing a written grievance with the Department Superintendent, or his designee. If the event giving rise to the filing of the grievance involves a pay roll dispute, the pay check is dispute will be considered as the event date. The written grievance shall state the Specific Article and Section of this agreement alleged to be violated as well as all other relevant data necessary to make a fair judgment. The department Superintendent or his designee shall meet with the grievant and/or his Union representative within five (5)

working days and shall give his answer in writing within five (5) working days after the meeting. If no satisfactory settlement is reached within the time frame outlined above, then:

STEP 2 - The aggrieved employee and/or the Union shall present the grievance in writing, together with all other related materials, to the Safety/Service Director or designee within five (5) working days after receipt of answer at Step 1. The Safety/Service Director or designee shall meet with the grievant and/or his Union representative within fifteen (15) calendar days after receipt of grievance and shall render a decision in writing within fifteen (15) calendar days of the meeting. The Director's representative shall be one who had not previously responded to the grievance in question. One extension may be requested by either party and shall be granted if necessary. If no satisfactory settlement is reached, then;

STEP 3 - The Union may request mediation through SERB. The mediation shall be held as soon as possible subject to the selection of a date, time, and place acceptable to the SERB Mediator, the City and the Union. If no settlement is reached through mediation, or the union does not request mediation, the Union may advance the matter to Step 4 of the Grievance Process as follows:

STEP 4 - The Union shall advise the City of its intent to arbitrate within thirty (30) calendar days of the conclusion of Mediation or, in the absence of Mediation, the receipt of the decision of the Safety/Service Director or designee. Within fifteen (15) calendar days after receipt by the City of the intent to arbitrate the City and the Union shall attempt to choose an Arbitrator by mutual agreement. If they fail to agree on an arbitrator they shall by joint letter solicit nominations of an arbitrator from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of such nominations, the City and the Union shall select an arbitrator by mutually striking names from the listing provided by the FMCS. The Union shall strike the first name and the parties will alternate striking until one name is left. The hearing shall be held as soon as possible subject to the selection of a date, time and place acceptable to the Arbitrator, the City and the Union. The decision of the Arbitrator shall be final and binding on all parties, but subject to appeal as provided for in the Ohio Revised Code.

SECTION 3 - MISCELLANEOUS

- A. It is understood that the time limits imposed in this Article may be extended at any step by mutual written consent. In the absence of such extension, the grievance will automatically advance to the next step. Likewise, any step in the grievance procedure may be eliminated by mutual consent.
- B. Hours lost by employees (other than Union representatives who are included in Article 4, Section 6) during the grievance procedure shall be compensated by the City at straight time just as though they had been worked.
- C. Cost of arbitration shall be borne by both parties equally.

ARTICLE 8 DISCIPLINE AND DISCHARGE

SECTION 1 - APPLICATION

The City and the Union recognize the need for the City to exercise consistent firm, prudent disciplinary policy. The City will issue discipline using the informal conference, written reprimand, suspension, and discharge as the primary means of disciplinary action. These means will be used progressively except where in the judgment of the City one or more steps of the progression should be omitted because of the severity of the cause of discipline.

SECTION 2 - DISCIPLINARY PROCEDURE

- A. Discipline shall only be administered pursuant to the procedure listed under this Article. Forms of disciplinary action may include:
 - 1. Informal Conference
 - 2. Written Reprimand
 - 3. Working Suspension
 - 4. Suspension
 - 5. Discharge

- B. Informal conferences shall be documented and signed by the supervisor and the employee, the employees signature will not necessarily mean the employee agrees with the discipline, but signifies that informal conference was held. Conferences will be considered as a constructive, corrective action concerning a prevalent problem that should be corrected.

- C. Unrelated violations shall begin a new and separate application of disciplinary action. Any discipline against an employee must be initiated within ten (10) work days after the Employer has knowledge of the event necessitating the discipline unless there are criminal charges involved. Initiated means that either a pre-disciplinary conference has been scheduled or discipline has been imposed.
 - 1. Informal Conference documentation shall remain in an active file for (1) year from the date of the incident. However, the Union may petition the City to reduce the time an informal conference documents stay in the active file on a case by case basis.
 - 2. Disciplinary actions which occurred more than one (1) year prior to the incident giving rise to the current disciplinary action shall not be considered unless related to the current incident.
 - 3. All disciplinary actions are to be forwarded to Human Resources to be filed in the employees personnel file.
 - 4. Employee access to personnel files shall be governed by Section 5 of this Article.

SECTION 3 - RIGHT OF REPRESENTATION

- A. At any time a supervisor conducts an investigative interview with an employee covered hereunder wherein disciplinary actions of record (informal conference, written reprimand,

suspension, working suspension, discharge) may result, the supervisor shall advise the employee of the employee's right to have a Steward present. If the employee waives this right, the waiver shall be in writing. Meetings between the employee and his/her supervisor are not deemed to be investigative in cases where disciplinary actions are not possibly intended. If a supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or in public. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

SECTION 4 - HEARING AND PROCEDURE

- A. No employee covered hereunder shall be discharged, suspended (including working suspensions), or removed from City service unless a pre-disciplinary conference is held.
- B. However, an employee may be conditionally suspended, with or without pay at the discretion of the Employer, at the time of the incident pending such a conference in circumstances where a pre-disciplinary conference is impractical. Such suspension shall be no longer than five (5) work days without a pre-disciplinary conference taking place. The employee and the Union shall be notified of such suspension.
- C. The Union President or his/her designee will be notified when a pre-disciplinary conference is scheduled. The parties may agree to extend or suspend the timelines for a pre-disciplinary conference.
- D. The Employer shall present in writing the allegations along with a summary description of the circumstances involved to the charged employee and to the Union President or designee reasonably prior to the review hearing. Union representatives may be present at such hearing at the employee's request. An employee may waive the right to a pre-disciplinary conference by giving written notice of such to the Employer. After the conference has been held, or in the event that the conference has been waived, the Employer shall notify the employee what form of discipline, if any, is to be issued.
- E. Discipline shall only be carried out by non-bargaining unit personnel. All discipline shall be issued (on a form provided by the City) to employees in writing that shall include:
 - 1. Date, time, place of alleged occurrence.
 - 2. Charging party.
 - 3. Nature of violation (if specific work rule or policy so state).
 - 4. Rationale for discipline.
 - 6. Supervisory (non-bargaining unit) employee issuing discipline signed and dated.
- F. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

SECTION 5 - ACCESS TO PERSONNEL RECORDS

Employees in the bargaining unit shall be permitted to review the contents of his/her personnel file at all reasonable times upon request to the Safety/Service Director. However, in no case shall such review exceed three (3) workdays from the employees request. Employees may have a Union representative present at such review. Employees shall be required to sign a statement to the effect that they viewed such file.

ARTICLE 9 SENIORITY

SECTION 1 - COMPUTATION/TERMINATION

- A. Seniority is the right of an employee to continue in the employment of the employer and to exercise the rights established by the terms and conditions of this agreement. There is only one type of seniority – Bargaining Unit Seniority. The method for calculating Bargaining Unit Seniority is found below. Where the word “seniority” is used alone in this Agreement it shall designate Bargaining Unit seniority. Seniority shall not be reduced by any holiday, approved vacation leave, approved sick leave, or other leaves of absences and shall be measured in calendar years and days.

Employees will receive the equivalent of one year of seniority for each year of full time service in active pay status and a pro-rated amount of seniority for all part-time service in active pay status, based on a 2080 hour year. Such calculation begins with the most recent admission to the bargaining unit except for employees who were in the bargaining unit as of 1/1/06; for the latter employees bargaining unit seniority shall begin with the most recent date of hire as a full time employee with the City of Marion.

- B. An employee’s seniority shall terminate for any of the following reasons:
1. Resignation.
 2. Discharge for just cause.
 3. Absence for more than three (3) consecutive working days without reporting to his Department Supervisor, or Administrator.
 4. Failure to return to work when recalled from layoff.
 5. Failure to report for work at the expiration of a leave of absence.
 6. Layoff in excess of four (4) calendar years.
- C. The City shall post up-to-date seniority lists for all employees. In the event two (2) or more employees have the same seniority date, alphabetical order shall govern. The lists shall be posted in a conspicuous place in each Division and/or Department in the plant. The list shall be posted during the month of July in each calendar year.

ARTICLE 10
LAYOFF, BUMPING, AND RECALL PROCEDURE

SECTION 1 - LAYOFF

- A. Lay-off shall be for the following reasons:
1. Lack of funds, or
 2. Lack of work, or
 3. Job abolishment.
- B. In the event that reduction in work force in a classification in a division becomes necessary, the following steps shall be taken:
1. All emergency, temporary, intermittent, seasonal, part-time, probationary, and full-time probationary employees in the classification to be affected shall be laid off first.
 2. Employees who are covered by this Agreement shall be the last employees to be considered for layoff in the classification in the Division to be affected; and
 3. In the event it becomes necessary to layoff full-time employees covered by this Agreement, the least senior employee in the classification in the Division to be affected shall be laid off first.

SECTION 2 - RIGHT TO BUMP

- A. An employee laid-off shall have the right to bump another Bargaining Unit employee having less bargaining unit seniority than the laid-off employee. Such laid-off employee will have the right to bump any less senior bargaining unit employee providing he/she is qualified to perform the duties of the position he/she requests.
- B. The City shall notify the Union at least thirty (30) days prior to the effective date of the layoffs that the elimination of positions has become necessary. Such notice shall contain reason(s) for layoff. The City shall meet with the Union promptly upon the Union's request to discuss avoiding the layoff. Such notice shall also be sent simultaneously to affected employees' last known residence and/or hand delivered on the job; the Local Union President shall also receive a copy of each affected employee's layoff notice, at the same time as delivery to the employee. The Union will notify all bargaining unit members of the layoffs and instruct them to be prepared to designate where they wish to bump in the event that they receive a layoff notice.

Seven to ten calendar days after receiving the notice of layoff from the City the Union president, and one other Union designee chosen by the local president, shall meet with the City and the affected employees individually, starting with the most senior. The purpose of the meeting will be to provide the affected employees an opportunity to designate if they wish to bump and if so, into what position, according to procedure

described in A. above. A proxy designated by the affected employee in writing may represent the intentions of an affected employee in the bumping meeting.

When all of the employees receiving the first round of layoff notices have designated their bumping selection, the City will then have the bumped employees join the meeting, one at a time, starting with the most senior once again. The City will provide these affected employees a layoff notice at the meeting (with copies to the Union) and at the same time also give them an opportunity to designate a bump in the same manner described above. This procedure will continue on until there are no more affected employees.

In no case shall this bumping meeting process be interrupted except by agreement of the parties or unless the affected employee is not at work and cannot be reached or is incapacitated. If an affected employee cannot be reached or is incapacitated for at least two days following the day on which they are first designated as being bumped, the City may serve such an employee the layoff notice via personal service or certified mail; if five work days pass after the service of such notice without any bumping designation being received from such an affected employee, either directly or by proxy, said employee shall forfeit the right to bump unless the parties agree otherwise. The effective date of all layoffs shall be the same as that designated in the original layoff notices provided by the City.

- C. Part-time employees can not bump full time employees.

SECTION 3 - RECALL

- A. Employees laid off and not working for the City will be placed on a recall list for their bargaining unit by seniority. Employees will remain on this list until they are returned to the classification they occupied in the division they were in prior to the layoff, with the following exceptions:
 - 1. A three (3) year period has elapsed without recall, in which case, they will be removed from the recall list.
 - 2. Laid off employees who refuse recall to their former classification will forfeit their recall rights and their names will be removed from the list.
- B. Before any vacancies are filled, the qualifications of individuals on the recall list will be reviewed by division personnel to determine if they possess the necessary qualifications. Permanent employees who are judged qualified will be recalled by seniority to fill vacancies in the same or lower salary group of their permanent classification.
- C. Individuals on the recall list who are qualified as determined by the division of personnel will be allowed to fill positions at a higher salary group than their permanent classification on a probationary basis by seniority provided there are no permanent employees at that salary group or higher who are laid off who qualify for the job and are willing to accept it.
- D. Prior to hiring from the outside, individuals on the recall list who are qualified as determined by the division of personnel will be allowed to fill vacancies in a job classification at the same salary group and/or a lower salary group than their permanent classification by seniority.

- E. All recalled employees shall be notified by certified mail to their address of record on file in the personnel department and shall report for work within fourteen (14) calendar days of the receipt of notification. It is the responsibility of the employees to provide their latest change of address, in writing or by email, to the City.
- F. If an employee is laid off one (1) year and is recalled, the City may require a physical examination to determine ability to perform the job. Such examination to be performed by the City's current physician examiner. The cost of said examination shall be borne by the City. However, the employee may at his/her expense select a physician of his/her choice to conduct a physical examination, for the same purpose, if the employee disagrees with the original decision.

**ARTICLE 11
VACANCIES, PROMOTIONS, TRANSFERS,
VOLUNTARY DEMOTIONS AND BIDDING PROCEDURE**

SECTION 1 - VACANCIES

- A. In the event an existing position becomes vacant, it shall be filled in accordance with the following priorities:
 - 1. Refer to Article 11.2 - Bidding Procedure.
 - 2. Recall of permanent employees who are laid off in accordance with the recall procedure set forth herein.
 - 3. Reappointment of employees reclassified to a lower level.
 - 4. Promotion.
 - 5. Transfer (movement from a position in one class to a similar position in the same class and grade) of permanent employees.
 - 6. Voluntary demotion (movement of a permanent employee to a position in another class having a lower maximum salary rate by request of the employee).
 - 7. Reinstatement of permanent employees.
 - 8. If the City intends to leave the vacancy unfilled, or intends to defer filling the vacancy until some time certain, the City shall so notify the Union within thirty (30) calendar days of the occurrence of the vacancy. Failure to comply with this provision shall require the City to fill the vacancy immediately, by a permanent employee.
 - 9. If an employee requests a voluntary disqualification, the employee will remain in class until a job becomes available at a lower class through the bidding process, and approval of the Service Director or designee.

SECTION 2 - BIDDING PROCEDURE

- A. When positions in the bargaining unit become available, notice for applicants to bid shall be posted for a period of three (3) working days on the bulletin boards in each Division. Postings shall be on the first Monday following notice to the Human Resources of the opening or other days of the week by agreement of the parties. The Union President or his designee may sign for an interested absent employee. Selection shall be from qualified applicants within the Bargaining Unit, however part-time employees shall not be eligible to fill open positions unless they have been employed for at least 180 calendar days prior to the initial posting date of the vacancy. If no qualified bids are received in that time, the City may hire from outside the bargaining unit and part-time employees may be considered regardless of the duration of employment with the City.
1. Exception is made for promotion of WPC Operators and Operator Trainees upon attainment of required grade of Wastewater Workers Operator License. Thus, an Operator Trainee upon attainment of a Class I license shall be automatically upgraded to Wastewater Plant Operator I, and the Wastewater Plant Operator I shall automatically be upgraded to Wastewater Plant Operator II upon attainment of a Class II license.
- B. Job specifications or job descriptions citing reasonable minimum qualifications for the job shall be used to determine eligibility to be considered for the vacancy. In a job requiring commercial drivers license the applicant will be permitted ninety (90) calendar days from the date the applicant is placed in the classification to obtain the commercial drivers license. All employees hired after the date of ratification of this agreement shall however be required at the time of bidding to have any required commercial driver's license to be eligible to be considered for any vacancy requiring the same. Open vacancies or new jobs being posted shall indicate the job description, classification, rate of pay, shift, department and duties of said position. The City will provide the Local Union President with a copy of the posting.
- C. Selection to fill the vacant position shall be made by the City on the basis of merit (using Bargaining Unit Seniority ability required to perform the job; and past work record, in that order) as the basis for selection.
- D. An employee thus promoted shall serve a qualifying period of ninety (90) calendar days; during this qualifying period, the employee shall be evaluated in writing by the immediate supervisor at two-week intervals.
- E. Failure to successfully complete the ninety calendar (90) day qualifying period; may be determined by the Employer or voluntarily by the Employee. In the event the employee does not successfully complete the qualifying period, or chooses not to complete the qualifying period, the employee will revert to his old position with no loss of classification seniority.
- F. Positions to be bid as a result of resignations, retirement, promotion, lateral transfer, dismissal, or other filled positions, which result in vacancies shall be filled within thirty (30) calendar days after the initial posting period expires.
- G. Lateral Transfer requests

1. Employees desiring to transfer laterally to openings in other departments or locations in the City, within the same classifications, may submit a request in writing to the Service Director during the posting period. The employee and Union shall receive a copy of the lateral transfer request.
2. A lateral transfer would include: a transfer within the same classification; a transfer to a different classification at the same rate of pay; a transfer to a lower classification at a lower rate of pay.
3. Requests made for lateral transfers may be made in writing anytime during the posting period.
4. Lateral Transfer Selection.

The City shall transfer applicants with the most seniority to fill the openings, provided the applicant has the skill and ability to perform the job, prior to the job being filled through a bid. Lateral transfer requests shall be honored only after all bids placed pursuant to paragraph C of this Section have been honored.
5. Employees who have been awarded a lateral transfer shall not be eligible to bid again for six (6) months, for another lateral transfer.

- H. The city will provide a notice to the Local Union President showing the name of the employee, seniority date and classification, selected to fill the position, or that no employee was selected to fill the position. This notice shall be provided to the Union and all employees who bid for the position within ten (10) calendar days subsequent to the decision to select or not to select an employee.
- I. When positions are bid within the Sanitation Department, the bid will identify if the position is in the area of recycling or refuse removal. Day-to-day route assignments necessary to cover for absences, to meet the system's service needs or for special routes will remain at the prerogative of management.
- J. The Transit Department shall bid and award routes based on seniority. Day-to-day route assignments necessary to cover for absences, to meet the system's service needs or for special routes will remain at the prerogative of management.

SECTION 3 - TEMPORARY TRANSFERS

- A. In connection with the efficient operation of the City, the Employer has the right to temporarily transfer an employee to fill in for vacations, to fill in for sick leave, or for emergencies, from one work unit to another. Such transfers shall not exceed thirty (30) calendar days unless mutually agreed to between the Union and the City and shall be made on the basis of seniority with the first refusal rights to most senior employees.
- B. An employee transferred to a lower paying classification shall receive his regular rate of pay for the duration of the transfer.

- D. An employee transferred to a higher paying classification shall be paid, at the higher rate of pay, at the same step as he was paid in the previous classification for the duration of the transfer.
- E. Temporary transfer shall not be used to avoid the Employer's obligations to employees under this Agreement. A position that is filled by temporary transfer for a thirty (30) calendar day period shall then be filled pursuant to Section 1 of this Article.
- F. City to provide payroll summary from superintendents to AFSCME president bi-weekly.
- G. The work unit, for the purpose of this article, is defined as follows: Street Department, Sanitation Department, Central Garage, Transit Department, Waste Water Treatment Plant and Sewer Collection systems.

SECTION 4 - SHIFT PREFERENCE

Employees who work in the Sewer Department in the classifications of Wastewater Plant Operator 1, 2, 3 may designate a shift preference by December of each year for the following year on a form supplied by the City. All employees, in these three classifications, who submit a shift preference for a given year shall be lumped together into a group and shift assignments shall then be awarded based on seniority, with the most senior employee having first choice, then the next most senior, and so on down the list.

**ARTICLE 12
HOURS OF WORK/OVERTIME**

SECTION 1 - WORK DAY/WORK WEEK DEFINED

- A. 1. The normal work week shall be five (5) consecutive eight (8) hour days. For accounting purposes the week shall begin at 12:00 Sunday morning and shall conclude the next Saturday at 11:59 P.M.

Preference to start time:
 7:00 AM - 3:00 PM
 8:00 AM - 4:00 PM
 3:00 PM - 11:00 PM
 11:00 PM - 7:00 AM

- 2. The normal work day for full time employees shall be eight (8) consecutive hours per day
- B. Continuous Operations - The work week for employees engaged in continuous operations, defined as operations for which there is regularly scheduled employment, twenty-four (24) hours a day, seven (7) days a week, shall be five (5) consecutive eight (8) hour days.
- C. Sanitation Division - The work week for employees in the Sanitation Department shall be five (5) consecutive days.

- D. Marion Area Transit Division - The work week for full-time employees
In the Marion Area Transit Division shall consist of five (5)
consecutive days, Monday through Friday.
- E. Alternate work schedules may be created as long as they do not exceed 40 hours in a
work week.
- F. The current letters of understanding (LOU's) concerning ten (10) or twelve (12) hour
shifts and the Marion Ares Transit work week (see Article 30) are hereby incorporated in
this contract by their inclusion as attachments to the contract.

SECTION 2 - MEAL PERIODS

- A. During each tour of duty (i.e. shift) each employee shall be entitled to a thirty (30) minute
paid lunch period.
 - 1. If any employee is required by a supervisor to be on duty during his meal
period, he will be compensated for said lunch period at time and one-half
(1 ½) or by compensatory time off at the employee's option.
 - 2. Any employee who is required to work four (4) or more hours after his
initial eight (8) hours at work shall be given a thirty (30) minute lunch
break with pay.
 - 3. Lunch break for employees in the Marion Area Transit Division are
covered in Article 30.4. B.

SECTION 3 – OVERTIME

- A. The City will pay overtime at the rate of time and one- half (1½) of their regular rate of
pay for hours worked in excess of eight (8) hours in any day or for all hours worked in
excess of forty (40) hours in any one scheduled work week. Such work week shall not be
changed to avoid overtime, as stated in the Federal Fair Labor Standards Act (FLSA)
Code of Federal Regulation 29 Part 778. Longevity pay will be compiled in the hourly
rate for the purpose of computing overtime rate. Commercial Driver License (CDL) pay
will be compiled in the hourly rate for the purpose of computing overtime rate.

During the snow season, the Streets Division may schedule one (1) employee per
Sunday shift. Such employee will be furnished a cell phone to maintain contact with his
supervisors and emergency services. When a snow emergency is declared by the
Mayor, the City may utilize any and all qualified personnel (class B CDL or above) in the
City to plow snow, except that the Street Dept. personnel shall always be called first,
followed by the other employees in the Central Garage and then the Sewer Department.
All contacts for such snow duty shall be made using the existing overtime lists and
procedures.

- B. The City shall make distribute overtime work to senior qualified employees working
within the same job classification within the same work unit. Such distribution shall be
administered by respective department supervisors, superintendents or designee. Work
unit is defined as follows; Street Department, Sanitation Department, Central Garage,

Transit department, Waste Water Treatment Plant, Sewer Collection System. Such distribution shall be administered as follows:

1. Each calendar year new overtime rosters shall be posted in all departments illustrating the total number of eligible overtime hours worked by each employee or offered to each employee. The Employer shall up date the roster based on seniority.
2. When the Employer deems overtime is necessary, and fails to contact the appropriate personnel, the employee that was missed for the call out and or pre-scheduled overtime assignment shall be offered the next opportunity of overtime.
3. On each occasion, the opportunity to work prescheduled or call-in overtime shall be offered to the senior employee within the job classification in each division. If this employee does not accept the assignment, or cannot be contacted, the next employee with the highest credited seniority shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.
4. In cases where practical, overtime shall be administered on a voluntary basis.

- C. However, in instances where the Service Director or his/her designee, deem overtime a necessity, and sufficient employees do not accept the overtime voluntarily, the following procedure will be followed:

The overtime shall be assigned to the junior most employee(s) first within the job classification. The employee(s) assigned shall be required to work the overtime. If no one is available, within the current classification, the City shall be permitted to utilize another job classification for the assignment.

SECTION 4 - COMPENSATORY TIME

- A. In lieu of overtime pay, an employee upon request shall be entitled to receive compensatory time at the rate of time and one half (1½) for the hours of overtime actually worked. For budget constraint reasons the Superintendent may require overtime to be paid in lieu of compensatory time.
- B. Each employee may accrue up to a maximum of two hundred (200) hours of compensatory time. At his/her option, the employee may elect to receive paid compensatory time for all remaining hours, the first pay period in December. Starting in 2014, employees may accumulate up to a maximum of two hundred and eighty (280) hours of compensatory time and shall no longer be able to elect to receive pay for banked compensatory time.

Overtime worked beyond the maximum accumulation shall be paid by the City at the appropriate rate.

- C. Compensatory time off must be scheduled and approved in advance of use and shall be granted in increments of not less than one (1) hour. Disapproval of compensatory time usage shall be for just cause and an alternate time will be mutually agreed upon by the employee and the supervisor.

SECTION 5 - REPORTING TIME

- A. When any full-time employee reports for and starts at work as scheduled, and is excused from duty by the City before completion of four (4) hours work, the employee shall be paid for four (4) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

SECTION 6 - CALL TIME

- A. Any full-time employee of the City of Marion represented by the bargaining unit for the Division of Streets, Division of Sanitation, Division of Water Pollution Control, and the Marion Area Transit Division who is called into work at a time unconnected to his regularly scheduled shift, shall be paid for a minimum of three (3) hours at one and one half (1 ½) times his regular hourly rate.

SECTION 7 - STAND-BY-PAY

- A. Except for emergencies declared by the Mayor, an employee who is scheduled to be on standby or on-call after the employee's quitting time and the regular starting time the next work day, shall receive a standby allowance of two (2) hours at the employee's normal rate of pay for each day the employee is scheduled for standby or on-call.
- B. An employee shall only be paid the standby allowance if the employee is not called into work. Should the standby or on call employee be called into work, the employee will be paid only the appropriate rate for call-in, as per Section 6 above.

SECTION 8 - EMERGENCY WORK

Employees who are called or contacted for emergency work outside their regular shift shall be required to report, if assignment is accepted, for such emergency work in a period not to exceed sixty (60) minutes from the time they are contacted.

SECTION 9 - CLEAN-UP TIME

Employees shall be granted adequate clean-up time for personal hygiene at the end of each workday. Such time, monitored by the supervisor, shall not be abused by the employee.

**ARTICLE 13
SPECIAL LEAVES**

SECTION 1 - JURY DUTY

- A. Each employee who is called to and reports for jury duty shall be excused from any regularly scheduled work days for municipal, county, state and federal jury service.
- B. Each employee so excused shall be compensated at his regular rate less his jury pay for days the employee otherwise would have been scheduled to work for the City and does not work.
- C. If jury service is for a period of time less than such employee's regular scheduled work day, he shall only be excused for that portion of the day required for such service, plus reasonable time for travel and changing clothes.
- D. Each employee shall only be entitled to the benefits herein if he gives five (5) days prior notice of such jury call and presents proper evidence as to the jury duty performed to the responsible administrative officer of the employing unit.

SECTION 2 - PERSONAL LEAVES

- A. Leaves without pay for personal reasons may be granted upon written advance request for periods not in excess of ninety (90) calendar days. Such leave may be extended or renewed beyond a total of ninety (90) calendar days with the express approval of the Safety/Service Director.
- B. The Employee is eligible to continue insurance coverage in force at the date the leave began, by paying the employee co-pay amount, up to thirty (30) days; thereafter the insurance may be continued only upon payment of the full (employer and employee) amount of the premiums. No other benefits shall accrue during the unpaid leave of absence. Accruals unused at the time the leave began shall be reinstated upon return from leave.

SECTION 3 - FAMILY OR MEDICAL LEAVE

- A. Family or Medical Leave may be granted for up to twelve weeks in a twelve month period (the anniversary of which is established by the date the employee's first leave begins), for employees who have been employed for at least a year. The reasons acceptable for such leaves are those listed in the Family and Medical Leave Act (FMLA) and adopted for purposes of this agreement as follows:

BIRTH, ADOPTION OR FOSTER PLACEMENT OF A CHILD; with entitlement to leave expiring twelve months after the event; spouses who both work for the City, whether or not affiliated with the AFSCME Local, are limited to a combined total of twelve weeks;

OR CARE OF seriously ill parent, child or spouse;

OR EMPLOYEE'S serious health condition.

- B. For purposes of this Section: PARENT is defined as the biological parent of the employee or an individual who stood 'in loco parentis' to the employee; CHILD is defined as the biological, adopted, foster child, stepchild, legal ward, or a child of a person standing 'in parentis loco', who is under 18 years of age or is 18 years of age or older but is incapable of self care because of disability; HEALTH CARE PROVIDER is defined as doctor of medicine or osteopathy, or any other person determined by the Secretary of Labor to be capable of providing health care services; SERIOUS HEALTH CONDITION is defined as illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility OR continuing treatment by a health care provider.
- C. CERTIFICATION by the health care provider is required to qualify for family illness or employee medical leave which will include: date condition(s) began, the probable duration, appropriate medical facts, and a statement that the employee is needed to provide the care or is unable to perform the functions of the position from which the leave is requested. For the employee medical leave the City may request a second health care provider opinion and, if it disagrees with the employee's health care provider opinion, then a third opinion may be requested and it shall be binding; such second and third opinions shall be at the City's expense.
- D. NOTICE REQUIREMENTS: When leave for birth, foster care placement or adoption is foreseeable, then thirty (30) days advance written notice is required; if the birth, placement or adoption requires leave to begin in less than thirty (30) days (written verification received) then notice is required as soon as practicable. When leave is for family care or personal medical leave, thirty (30) days written notice is required unless the certification indicates treatment is to begin in less than thirty (30) days, in which case such notice as is practicable is required; if it is foreseeable, however, the employee must make a reasonable effort not to unduly disrupt the operations of the department. During any such leave the employee will be required to keep the supervisor informed as to the status of the situation requiring the leave and whether or not the intention is to return to work; such notices shall be at intervals no longer than two weeks in duration.
- E. If the circumstances warrant and the supervisor and the employee can work out an arrangement agreeable to both, the leave for birth, placement or adoption may be taken at reduced hours or non-continuous increments (e.g., partial days, partial weeks, partial months). Medical leave may be scheduled on such non-continuous arrangement as is medically necessary when the treatment schedule is certified by the health care provider.
- F. The employee will be required to apply any accrued unused sick leave, vacation, holiday or compensatory time to the period of leave followed by unpaid leave, if necessary. All unused accrued benefits shall be restored upon return to work. NO BENEFITS SHALL ACCRUE DURING ANY UNPAID PORTION OF THE LEAVE.
- G. The employee is eligible to continue health insurance during the leave by paying the appropriate employee co-pay amount; if the employee chooses not to continue the health plan it will be restored upon return to work without any qualifying periods or examinations. If the employee continues the insurance and then chooses not to return to work for reasons other than continuing serious health condition or other circumstance beyond the employee's control, the City will recover the City paid portion of the health care premiums.

- H. Reinstatement upon return for work will be to the same or equivalent position, provided the employee was not terminated due to a reduction in force which took place during the period of leave or other termination for cause.

SECTION 4 - MILITARY LEAVE

- A. This leave is granted in accordance with the Ohio State Law, to provide a leave not to exceed twenty-two (22) days or one hundred seventy six (176) hours in a calendar year.
- B. To qualify for this leave with pay, the employee must show proof of his order to active duty or training to his supervisor prior to reporting for training or duty
- C. For the purpose of computing vacation or sick leave, Military Leave, as defined in paragraph A, will count as full service with the City.

SECTION 5 - BEREAVEMENT LEAVE

- A. Paid leave for death in the employee's family shall be granted by the Service Director for three (3) days if within two hundred (200) miles radius and five (5) days if greater than two hundred (200) mile radius. Proof of death and relationship of the deceased may be requested.
- B. The immediate family is defined, for purposes of this Section, as Employees: Employees spouse, mother, father, loco-parentis, child, grandfather, grandmother, step-child, father-in-law, mother-in-law, brother or sister, and spouse's grandparents.

ARTICLE 14 SICK LEAVE

SECTION 1 - ACCRUAL OF SICK LEAVE

- A. For each completed bi-weekly pay period full time permanent employees shall accrue sick leave of 4.616 hours. Part time employees shall receive 4.616 hours of sick leave credit for each 80 hours worked, exclusive of overtime, however part time employees who begin employment with the City after the ratification of this agreement shall not accrue sick leave.
- B. If an employee is ill, or injured off duty, and exhausts his sick leave, the City of Marion will continue to carry his hospitalization, including the Family Plan, for a period of up to one (1) year from date of expiration of sick leave with the proper certification from his physician and providing he continues to pay the employee co-pay premium amount.
- C. This policy will not change any qualifying event under the American with Disabilities Act (ADA), or the Family Medical Leave Act (FMLA), and contract language for bereavement days Article 13, Section 5 remain the same and do not effect attendance.
- D. On December 1st of each year each employee may elect to convert to administrative personal leave up to eighty (80) hours of sick leave providing at least two hundred (250)

hours remain in the sick leave accumulation. The conversion eligibility is reduced by two hours for every hour of sick leave used in the preceding year (December 1 to November 31). Sick leave converted to administrative personal leave in this manner must be used in the immediate twelve months following the conversion and may not be cashed in at any time. The auditor for the City will keep a separate bank for administrative personal leave and it shall be listed on the employee pay stub. Any request for administrative personal leave made by an employee shall come out of this administrative personal leave bank. Administrative personal leave usage shall be governed by the same rules and procedures in place for the usage of Compensatory Leave.

- E. For each completed eighty (80) hours in active pay status, an employee earns 4.616 hours of sick leave. (Active pay status shall be defined as hours worked, hours on approved paid leave, and hours on paid sick leave). The amount of sick leave time any one (1) employee may acquire is unlimited, however employees hired after the ratification of this agreement shall accumulate up to a maximum of nine hundred and sixty (960) hours of sick leave. Sick leave shall be charged in a minimum unit of one (1) hour, then in one-half ($\frac{1}{2}$) hour multiples. Employees absent on sick leave shall be paid at the regular rate.
- F. Employees who transfer between departments, or agencies, or from other public employment, or who are reappointed or reinstated within ten (10) years of prior public service employment will be credited with any unused balance of sick leave.
- G. All employees will be eligible for payment of sick leave upon retirement according to the following formula: Three-quarters ($\frac{3}{4}$) of all accumulated hours up to a limit of eight hundred (800) paid hours. The Premiums (described in Article 32, Section 1) shall be added to the base rate for purposes of this calculation. Employees hired after the ratification of this agreement shall be eligible to cash in one quarter of their accumulated sick leave bank at the time of retirement.
- H. When an employee passes away while in active employment, the surviving spouse or others, as spelled out in Section 2113.04 of the Ohio Revised Code (O.R.C.) Will be eligible to receive sick leave payment for which the decedent would otherwise have qualified. Such payment shall be based on their current rate of pay.
- I. When an employee voluntarily separates from the City, and was employed by the City prior to the date of ratification of this agreement, for reasons other than death or retirement, the employee may sell back two hundred forty (240) hours of sick leave pay, minus any hours sold back by the employee in the last four (4) years of employment with the City of Marion. The employee shall be with the City of Marion for a period of ten (10) years to be eligible for the Voluntary Separation payout. In the event an employee is forced to retire because of sickness or accident prior to ten years service, he shall be entitled to payment in accordance with the above.

SECTION 2 - USE OF SICK LEAVE

- A. New hire employees (less than ninety (90) days employment) may be entitled to use sick leave, if the need for the usage is accompanied with a medical professional's slip describing the general nature of the illness.

- B. In the event, that the employee's attending/treating physician will only certify the employee to return to light work (and that the employee was performing other than light work immediately prior to his illness/injury), then such employee may be assigned to light work, for a temporary period not to exceed thirty (30) days, providing such work is available. The pay rate for employees assigned to such light work shall be seventy-five percent (75%) of the rate of the job classification of said temporary assignment.
- C. The employee's immediate family for the purpose of illness, injury, disability or death shall include: spouse, children, mother, father, foster parent or equivalent, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or any persons domiciled with him on a continuous basis.
- D. Each employee, either upon his return to work from sick leave or at the close of the pay period during which the sick leave was taken, shall have his individual sick leave record charged with the number of work days or hours used.

**ARTICLE 15
HOLIDAYS AND VACATIONS**

SECTION 1 - ANNUAL VACATION LEAVE POLICY FOR ALL EXCEPT WATER POLLUTION CONTROL OPERATORS

- A. Every effort shall be made to set the time for vacation leave which will be mutually agreeable to the employee and the City.
- B. Each employee, (exclusive of Water Pollution Control Operators who are covered under Sec. 2 herein) shall accumulate paid annual vacation leave on the following basis:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCUMULATION</u>
0 THROUGH 5 YEARS	10 DAYS OR 80 HOURS
6 THROUGH 11 YEARS	15 DAYS OR 120 HOURS
12 THROUGH 18 YEARS	20 DAYS OR 160 HOURS
19 THROUGH 24 YEARS	25 DAYS OR 200 HOURS
25 YEARS AND OVER	30 DAYS OR 240 HOURS

Years of service shall be based on the length of continuous (uninterrupted) time worked with the City of Marion. For part time employees this shall be converted to hours accumulated per hours worked, up to 40 hours per week, exclusive of overtime, however part time employees hired after the ratification of this agreement shall no longer be eligible to accrue vacation leave.

- C. Each employee shall earn vacation leave as stated above when he is working (exclusive of overtime), on a paid holiday, on approved paid leave, on paid vacation leave, or on approved paid sick leave from the starting date of his present employment with the City.
- D. If a holiday falls during an employee's vacation period, or while the employee is on sick leave, it shall not be counted against his annual vacation or sick leave.

- E. Although an employee earns vacation leave from the date of his present employment, he shall not be eligible to take vacation leave with pay until he has served six (6) months from said date.
- F. Vacation leave shall be requested by the employee in advance and approved in advance by the department head who shall give first consideration to the interests of the department and second to the desire of the employee.
- G. Although employees are encouraged to take a vacation each year for rest and rehabilitation, vacation time may be banked in his individual vacation leave account up to a limit of three (3) years (three times the annual) accumulation.
- H. An employee who leaves the employment of the City for any reason or the surviving spouse, guardian of minor child or children or personal representative of the estate of a deceased employee shall be paid the accrued vacation leave pay of such employee.

SECTION 2 - ANNUAL VACATION LEAVE AND HOLIDAY POLICY FOR WATER POLLUTION CONTROL OPERATORS

- A. Water Pollution Control Operators and Water Pollution Control Operator Trainees shall accumulate paid annual vacation leave and personal holidays hereinafter referred to as holiday/vacation days, on an eight (8) hour day basis as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCUMULATION</u>
0 THROUGH 5 YEARS	18 DAYS OR 144 HOURS
6 THROUGH 11 YEARS	23 DAYS OR 184 HOURS
12 THROUGH 18 YEARS	28 DAYS OR 224 HOURS
19 THROUGH 24 YEARS	33 DAYS OR 264 HOURS
25 YEARS AND OVER	38 DAYS OR 304 HOURS

Water Pollution Control Operators and Trainees who are covered under by this Agreement shall be paid for the following holidays in the manner outlined below:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

1. The above accumulation, and the rules in paragraphs B, C, and D of Section 2 of this Article shall include Chief Water Pollution Control Operator, all Water Pollution Control Operators, and all Water Pollution Control Operator Trainees.

- B. Each employee specified in paragraph A 1 Section 2 above, shall earn holiday/vacation days as set out in paragraph A above, when he is working, on approved paid leave, on paid vacation leave or paid holidays, or on approved paid sick leave, from the starting date of his present employment with the City.

- C. Each employee specified in paragraph A 1 of Section 2 above, shall have his holiday/vacation account charged with the days used as holiday/vacation days, upon his return from using said holiday/vacation days, or at the close of the pay period during which the holiday/vacation days were taken.
- D. Although each employee specified in paragraph A above, earns holiday/vacation days from the date of his present employment, he shall not be eligible to take holiday/vacation days with pay, until he has served six months from said date.
- E. Full time employees (as defined in Section 2 A) shall be paid double time when scheduled to work and do work on a recognized holiday (as defined in Section 2 A, 1 through 6 of this Article); eight (8) hours time worked at straight time and eight (8) hours as a premium at straight time. Should the employee work less than the scheduled eight (8) hour tour the premium shall be reduced accordingly. Any part time schedules shall be paid in accordance with actual hours worked.
- F. Each employee specified in paragraph A 1 of this Section 2 shall be eligible for four personal holidays, not accumulative per paragraph A, but to be taken during the calendar year, at least two of which will be taken prior to November 1st of each year.
- G. Any holiday/vacation leave or personal holiday time off shall be requested by the WPC Operator and Operator Trainee in advance and approved in advance by the department head who shall give first consideration to the interests of the department and second to the desire of the employee.
- H. Although the WPC Operators and Trainees are encouraged to take vacation each year for rest and rehabilitation, holiday/vacation time as defined by this Section 2 A may be banked in the employee's individual holiday/vacation account up to a limit of three times the annual accumulation.

SECTION 3 - HOLIDAYS FOR ALL EXCEPT WATER POLLUTION CONTROL OPERATORS

- A. Except for Water Pollution Control Operators and Trainees who are covered under Section 2 herein, employees covered by this Agreement shall be paid for the following holidays in the manner outlined below:
 - 1. New Year's Day
 - 2. Memorial Day
 - 3. Independence Day
 - 4. Labor Day
 - 5. Thanksgiving Day
 - 6. Christmas Day

The employee shall have six (6) scheduled holidays and six (6) personal days. The personal days shall be scheduled with a minimum of twenty four (24) hours notice. Employees not using allotted personal days by December 31 each year will have the remaining personal days rolled over to vacation days. This section shall eliminate the Sanitation Sidebar on Holidays. The Superintendent will have the option of shutting down the department due to a lack of supervision only with the approval of the Safety Service Director or Mayor. If the department is shut down the employee will have their choice of paid time off from their bank excluding sick leave bank.

- B. To be eligible for holiday pay, the employee must have worked or have been on paid status the last scheduled day of work prior to and the next scheduled work day after such holiday.

Active pay status means the conditions under which an employee is eligible to receive pay.

- C. Employees who have been laid off in a reduction of force during the week in which the holiday falls shall receive pay for such holiday, or who have gone on sick leave during the work week prior to or during the work week in which the holiday falls shall receive pay for such holiday.
- D. When a holiday falls on Saturday, the holiday shall be observed on the preceding Friday. When the holiday falls on Sunday, the holiday shall be observed on the following Monday.
- E. When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday fell, he shall be eligible for pay for that holiday.
- F. Full time Employees eligible under these provisions shall receive eight (8) hours pay at their regular straight time hourly rate exclusive of overtime premium for each such holiday. For eligible part time employees the hours of pay shall be pro-rated on the basis of average hours worked during the preceding twelve weeks, up to a maximum of 40 hours worked per week, exclusive of overtime.
- G. Eligible employees who may be requested to and do work on any of the above holidays shall receive time and one-half (1 ½) in addition to holiday pay.
- H. Eligible employees who have accepted such holiday work in accordance with Paragraph G and then fail to report for and perform such work, without reasonable cause, shall not receive pay for the holiday. Such request and acceptance must be posted on departmental bulletin boards at least five (5) days in advance of date to be worked. All employees consenting to work will sign said posting with a copy of signed posting provided to the Department Steward.
- I. Employees working 32 work weeks in the Marion Area Transit are entitled to 76.8 hour of Holiday Pay per year.
- J. Employees who have successfully completed their probationary period and are working a twenty (20) hour work week in the Marion Area Transit are entitled to one holiday (four hours) in 2010 (Christmas Day and two holidays (eight hours) in 2011 (Christmas Day and New Years Day).

**ARTICLE 16
GENERAL PROVISIONS**

SECTION 1 - TARDINESS

- A. An employee who is late for work may be subject to the Disciplinary Procedure (Article 8). If an employee works in the above mentioned situation, he shall receive compensation only for hours actually worked.

SECTION 2 - REPORTING ABSENCES

- A. Absences for personal reasons (other than listed in Article 31, Sections 2) must be arranged with an employee's immediate supervisor the day prior to the intended date of absence.
- B. All sick leave will be reported to the available supervisor or the specific designee assigned by the department. The department will provide the employees with a list of available supervisor's or designee's home, work, pager, and cell phone numbers to make contact.
- C. Absences of an emergency nature shall be reported according to individual department policies. Employees abusing reporting requirements may be subject to the Disciplinary Procedure (Article 8).

SECTION 3 - RESIGNATION

- A. In order to resign in good standing and under honorable circumstances, an employee shall give at least two (2) weeks notice of his intention to resign.

SECTION 4 - WORK PERFORMED BY SUPERVISORY PERSONNEL

- A. Supervisory employees may not perform work usually performed by members of the bargaining unit except for the purpose of training, instruction, filling in for an absent employee until the employee arrives, and relieving an employee for a short period of time, and the performance of such activities shall not to exceed one-half (½) hour at any one time including emergencies. For the purpose of clarification the half (½) hour begins at the time the Supervisor starts to perform the bargaining unit work.

ARTICLE 17 LABOR-MANAGEMENT COMMITTEE

SECTION 1 – PURPOSE/COMPOSITION

In the interest of sound employee relations, a joint committee of three (3) Union members and three (3) City representatives will convene from time to time when mutually agreeable for the purpose of discussing subjects of mutual concern. It shall be the express purpose of this Committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

SECTION 2 – PROCEDURE

Within fourteen (14) days of receiving a request for a labor management meeting, the parties agree to confer for the purpose of setting a mutually agreeable time and place for the meeting to occur. Prior to the meeting, the party requesting the meeting will provide the other party with a list of agenda items for discussion. Meetings will be chaired alternately by a representative from the Union and a representative from the City. Upon mutual prior agreement of the parties, additional persons may participate in the individual Labor-Management meeting.

SECTION 3 - COMMUNICATIONS

The parties shall respond to all items discussed at each Labor-Management meeting and forward responses to the other party.

**ARTICLE 18
HEALTH AND LIFE INSURANCE**

SECTION 1 - HOSPITALIZATION AND MAJOR MEDICAL COVERAGE.

(see MOU dated 3/27/13 attached in appendix)

The City will pay, subject to insurance premium co-pay listed below for hospitalization and medical coverage for bargaining unit employees and their dependents.

The employee may enroll during the first thirty (30) days of employment or during the annual enrollment period, for hospitalization and medical coverage as offered by the City, without physical examination.

PREMIUM CO-PAY

- A. The full time employees regularly scheduled to work forty hours or more a week will pay the following amounts bi-weekly for the employer provided insurance plans currently in effect. The City will continue to offer nearly equivalent levels of coverage for the duration of this agreement.

<u>SINGLE</u>	<u>FAMILY</u>
\$25.00	\$55.00

- B. The full time employees regularly scheduled to work thirty two hours a week will pay twenty five (25%) percent of the annual premium for either single or family coverage divided by twenty six (26) equal payments taken out on the bi-weekly pay check.
- C. The employer will not provide the employer paid medical insurance to part-time employees. The employee may elect to pay all of the current premium for either the single or family plan coverage.
- D. Approved leave time will be considered hours worked.

SECTION 2- AFSCME CARE PLAN WITH LEGAL SERVICES

A. The Employer will provide all members of the AFSCME Bargaining Unit the AFSCME Care Plan, as specified in paragraph B of this Section.

B. The City will pay the cost of the Ohio AFSCME Care Plan up to a maximum of fifty-five dollars and seventy five cent (\$55.75) per month per employee for the below listed coverage's:

1	Life Insurance Level 1	\$7.50
2.	Vision I	\$6.75
3.	Hearing aid	\$0.50
4.	Prescription (Reimbursement)	\$15.00
5.	Dental 2	\$26.00

Said cost to remain constant for the duration of this agreement.

SECTION 3 - LIFE INSURANCE

The City of Marion shall pay the premium for seven thousand dollars (\$7,000.00) per member, and two thousand dollars (\$2,000.00) per spouse, and one thousand dollars (\$1,000.00) per dependent term double indemnity life insurance policy of all permanent employees of the City of Marion represented by the bargaining unit for the Division of Streets, Division of Sanitation, Division of Water Pollution Control and the Marion Transit Division.

SECTION 4 - HOSPITALIZATION AND MAJOR MEDICAL COVERAGE BUY OUT

The employer will pay any full time employees one hundred (\$100) per month not to enroll in the Employer offered Hospitalization and Major Medical Coverage Insurance Plan. In order to be eligible to receive this payment:

1. The Employee must currently be enrolled in the Employers plan.
2. Not be two City Employees.
3. Show proof they are covered under another person's Hospitalization and Major Medical Coverage.

Should the employee lose eligibility to coverage under another plan the employer will immediately enroll the employee in the Employer's Hospitalization and Major Medical Insurance Plan and discontinue payment.

During each annual open enrollment period, employees electing not to participate in the City's Hospitalization and Major Medical Coverage Insurance Plan will be given the opportunity to enroll in the City's Plan.

SECTION 5 - Health Saving Account

The Employer and Employees shall contribute to the HSA in accordance with the below listed scale.

Health Saving Account contributions is as follows:

	Single	EE/Children)	EE/Spouse	Family
Deductible's	\$1500	\$3000	\$3000	\$3000
Employee's Contribution	\$330	\$660	\$660	\$660
Employer's Contribution	\$1170	\$2340	\$2340	\$2340

**ARTICLE 19
ALCOHOL AND DRUG ABUSE POLICY**

- A. Alcoholism and drug abuse or addiction are recognized by the parties as Interfering with the Employers services and as posing a danger to the public's health and safety, as well as that of the employees. It is recognized that the Employer and the employees have the right to insist on an alcohol and drug free environment and to be free from direction by any individual where probable cause exists to believe that individual to be under the influence of alcohol or drugs. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.
- B. City of Marion Employees are prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using alcohol or any controlled substances in the workplace. "Controlled substance" means those substances as defined as illegal in State and Federal Law.
- C. Voluntary enrollment in a substance abuse program will not adversely affect employment. However, continued unacceptable job performance, attendance, and/or behavioral problems may result in disciplinary action, up to and including termination.
- D. Managers and supervisors shall be provided training about the Drug-Free Workplace Policy and the drug-testing program, and shall be responsible for enforcement and monitoring of the Policy and program to ensure that they are administered consistently, fairly and within appropriate Constitutional parameters.
- E. The City employees are required to report to work in a fit condition to perform their duties. If an employee reports to work under the influence of alcohol or other drugs, it will be considered a violation of the Drug -Free Workplace Policy. The employee will be subject to disciplinary action up to and including termination, and/or referral to possible treatment and rehabilitation.
- F. The City will not hire anyone who is known to currently abuse alcohol and/or drugs.
- G. The City prohibits all employees on official business, on or off the workplace, from purchasing, selling, transferring, using or possessing illegal drugs, or abusing alcohol, or abusing prescription drugs in any way that is illegal.
- H. The City recognizes that some prescription medications may cause impairment in judgment, coordination and physical ability. When and where possible, reasonable accommodations will be made for any employee who is using such prescription medications, CDL (Commercial Driver's License) holders and others in safety sensitive

positions are required by law to report the use of any prescription or nonprescription medicines containing alcohol or controlled substances to the supervisor.

- I. The City will enforce the Policy through management supervision and alcohol and other drug testing. The drug-testing program will include:
 1. Applicant Testing - Final applicants for employment will undergo drug testing as part of the physical examination. Conditional offer of employment must be made before such examination is scheduled. Positive test results disqualify the applicant.
 2. Post- Accident Testing - Any employee involved in an accident while driving a City vehicle, or personal vehicle on City business, will be subject to alcohol and/or drug testing at the discretion of the Department Head (except CDL and CMV safety sensitive personnel, who will be tested in accordance with appropriate federal regulations). Department Heads will consider the employee's condition at the time of the accident as well as the circumstances, the severity of and injury and property damage, accountability and liability when deciding what, if any, tests will be ordered. If not tested, reasons must be reported to the Safety/Service Director in writing. Drug and Alcohol testing will be done after an accident if a Workers Compensation claim is filed. When tests are ordered the driver will be restricted from driving on City business until results are known. Employees with positive test results may be subject to discipline up to and including termination and/or referral to treatment and rehabilitation programs.
 3. Reasonable Suspicion Testing - Any incident involving risk to the health or safety of the employee or other individuals or in which extensive property damage has occurred; or observed behavioral problems will be cause for alcohol and/or other drug testing. Positive results may be cause for discipline up to and including termination and/or referral for evaluation, possibly requiring enrollment in treatment/rehabilitation.
 4. Random Testing - Drivers holding CDL (Commercial Driver's License) and those in safety sensitive positions, such as their mechanics and dispatchers, are subject to random testing in accordance with federal law.
 5. Follow-up Testing - Any employee referred through administrative channels to a counseling, treatment or rehabilitation program as a result of the employee's on the job substance abuse may be subject to follow-up testing.
 6. All testing of employees (1., 2., 3., 4., 5., herein) designated by the Omnibus Transportation Employee Testing Act of 1991 and as defined in the final Regulations of the Federal Highway Administration, adopted February 15, 1994, and effective January 1, 1995 will be done in accordance with those regulations; including restrictions from performing the safety sensitive functions, appropriate discipline, and treatment or rehabilitation regulations.
 7. Commercial Motor Vehicle (CMV) safety-sensitive functions may not be performed until appropriate results prescribed by the law are met.

- J. Refusing to submit to any of the testing listed herein shall be treated as a violation of the Drug Free Workplace Policy and subject to the same disciplinary actions and treatment policies listed herein for positive test results.
- K. Confidentiality about alcohol and drug testing results will be maintained to the extent provided by law, and employees shall have the opportunity to refute the results of any alcohol and/or other drug test.
- L. Any sale or possession of alcohol and/or illicit drugs in the workplace or any location where employees conduct official City business shall be reported to the City Police Department.
- M. Any criminal drug conviction for activity occurring in the workplace must be reported to federal granting authorities. Any employee so convicted is required to report such conviction to the supervisor within five (5) days. A conviction means a finding of guilty, no contest (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any court. Any employee who fails to report such a conviction may be subject to immediate termination.
- N. Discipline imposed under this policy will be in compliance with provisions of applicable law and/or appropriate collective bargaining agreements.
- O. All employees will be provided with periodic Drug-Free Workplace training, including but not limited to:
 - 1. Dangers of alcohol and other drug abuse in the workplace;
 - 2. City of Marion Drug-Free Workplace Policy;
 - 3. Assistance Programs; and
 - 4. Applicable Laws and Regulations.
- P. Testing will be administered in accordance with federal law at facilities that are qualified to conduct such procedures. The primary testing site currently used is the Marion General Occupational Health Department. Secondary, qualified sites may be used on an as needed basis.
- Q. If the screening test and confirmatory tests are positive, the Safety/Service Director or designee may discipline the employee. Discipline will be administered according to the offense. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accumulated sick leave, vacation leave, personal days, and must be exhausted in that order (the employee may use compensatory time at his option). Upon completion of such program, if a retest demonstrates that the employee is no longer abusing alcohol or drugs, the employee shall return to his position. Such employee may be subject to periodic re-testing for drugs or alcohol upon his return to his position for a period of one (1) year.
- R. If the employee:

1. Refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification;
2. Fails to complete a program of rehabilitation or detoxification; or
3. Re-tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification.

such employee may be subject to disciplinary action up to and including discharge.

- S. The Employer shall pay for drug and alcohol screening and confirmatory tests; as well as for costs of a rehabilitation or detoxification program which exceed the amounts paid by insurance, up to an amount equal to that paid by the insurance.
- T. The Employer shall use the drug test procedure in good faith. It shall not be used as a method to harass employees.

ARTICLE 20 CLOTHING ALLOWANCE

SECTION 1 - PROCEDURE

- A. It is agreed the City will maintain their established dress code. Within ninety days of the execution of this contract the City will have in place a vendor, or vendors, to supply uniforms, and safety shoes for all employees; except employees of the Marion Transit Division. The parties may meet in Labor Management meeting to discuss who the vendor or vendors will be and the process of how clothing allowance funds may be utilized by an employee or any other issues of interest to the parties.
1. On January 1, the Employer will have four-hundred and fifty dollars (\$450.00) in the Employee Uniform Account with the vendor(s), the account close-out date will be November 15, of each year. The City of Marion reserves the right to specify the type and color of the uniforms the employee may purchase from the vendor. Employees who use clothing allowance monies for any purpose other than those specified herein may be subject to disciplinary action.
 2. If the employment of a member terminates for any reason, the clothing allowance will be prorated for the year and any amount paid out beyond the amount due at the time of termination shall be paid back to the City by the employee.
- B. Summer wear - The parties shall agree to a standard T-shirt, which may be worn in lieu of a uniform shirt during the summer months. Such T-shirt shall be at the Local's/employee's cost.

ARTICLE 21 JOB RELATED INJURY

A member of the bargaining unit who sustains an injury in the course of and arising out of the performance of their authorized duties, shall file a Workers' Compensation claim with the designee of the administration in accordance with the Workers' Compensation Law of Ohio. All injuries shall be reported by the employee to the employee's immediate supervisor, in writing, within twenty four (24) hours of the occurrence, unless the injuries are so severe as to prevent employee's report.

Provided a member of the bargaining unit loses eight (8) or more calendar days from work resulting from the injury sustained in the performance of their authorized duties, a lost time Form shall be filed by the bargaining unit member.

During the time period from the date of a recognized and compensable job related injury through but not to exceed the first twelve (12) weeks from the date of injury, the member shall receive an amount equal to Temporary Total benefits as determined in accordance with the Workers' Compensation Law of Ohio, and the time lost shall be carried as sick leave, when available, provided the employee has entered into an agreement (see attached exhibit 1) authorizing warrants for Temporary Total payments to the employee in care of the City of Marion, the Employer.

The sick leave pay of an employee, who has used sick leave, and who has entered into the above mentioned agreement, shall be restored in proportion to the Workers' Compensation benefits repaid to the City for the first twelve (12) weeks from the date of a recognized and compensable job related injury that has reached loss time status.

In the event a Workers' Compensation claim awarded is appealed by either the employee or the employer to the designated hearing officer, the Regional Board, the Industrial Commission or the Court of Common Pleas, in accordance with the Workers' Compensation Law and the Workers' Compensation claim is found to be compensable then, any sick leave pay used during that time period shall be reinstated to the employee's sick leave account provided usage of sick leave was a result of the Workers' Compensation claim which was in the appeal process. If the claim is found not to be compensable it shall be the employee's responsibility to repay the City any benefits paid under this Article.

It is the responsibility of the employee who has entered into the Agreement (Exhibit II) to pay the City of Marion the amount of any warrant for Temporary Total payments received by the employee for the first twelve (12) weeks from the date of injury which may have been erroneously issued by the Bureau of Workers' Compensation.

The employee shall be afforded the opportunity to participate in any program sponsored by the Industrial Commission of Ohio. Participation in the program shall be determined on the recommendation of the employee's physician of record and the representative of the Rehabilitation Division, and representatives of administration.

Except as provided herein, an employee shall not forfeit the reasonable and normal benefits afforded a City employee due to a compensable, recognized and awarded Workers' Compensation claim.

ARTICLE 22 JOB DESCRIPTIONS

SECTION 1 - CITY AUTHORSHIP

- A. The Union recognizes that the City has the right to develop job descriptions. If the City decides to alter, modify and/or amend the existing job descriptions, as contained in Ordinance #1969-29, as amended up to and including Ordinance #1984-154, (commonly known as the Yarger Report), it shall be cause to convene a meeting of the Labor-Management Committee created in Article 17 of this Agreement. Any essential functions eliminated from higher classification to a lower classification is subject to the grievance procedure and SERB mediation.

SECTION 2 - COPIES

- A. Each employee shall be issued a written copy of his current job description (as contained in The Yarger Report), upon written request to the Safety-Service Director.

ARTICLE 23 GENERAL WORK RULES

- A. The City agrees to discuss proposed changes in existing work rules or the establishment of new work rules with the Union prior to their implementation.
- B. In addition, existing rules shall be posted prominently on all bulletin boards
- C. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement.
- D. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the Grievance Procedure.
- E. Each employee shall receive a written copy of all applicable work rules and updates of the same.

ARTICLE 24 DURATION OF AGREEMENT

This Agreement shall be effective as of April 1, 2013 and shall remain in full force and effect through March 31, 2016, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of the intent to negotiate on any or all of its provisions. If such written notice is given, negotiations shall commence within ten (10) days immediately thereafter, unless such time limit is mutually extended by the parties.

ARTICLE 25 WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject

matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. Therefore, the parties voluntarily waive the right to bargain collectively on any subject or matter not included herein during the term of this Agreement. It shall be a violation of this Agreement for any persons to make any special deals individually or collectively outside of negotiations, and if any are made or if any people do so, the deals become null and void.

ARTICLE 26 WAGES

SECTION 1 - WAGE INCREASES

- A. There shall be no wage increase during the first year of the current CBA.
- B. Effective the first full pay of April 2014, each employee shall receive an increase of zero percent (0%). However, both parties shall be entitled to initiate a wage re-opener by serving the opposing party a written notice no sooner than February 1, 2014 nor later than February 28, 2014 for the purpose of re-negotiating the wage provisions of this article as to the second year of the contract.
- C. Effective the first full pay of April 2015, each employee shall receive an increase of zero percent (0%). However, both parties shall be entitled to initiate a wage re-opener by serving the opposing party a written notice no sooner than February 1, 2015 nor later than February 28, 2015 for the purpose of re-negotiating the wage provisions of this article as to the second year of the contract

SECTION 2 - MEMBER'S CONTRIBUTION TO PENSION FUND

Starting with the first full pay period following the ratification of this agreement, the City shall no longer pick up any of the employee's share of his/her PERS (Public Employees Retirement System) withholding. The City will provide a one time 6.00 % across the board wage increase to the hourly rate of employees to compensate employees for this change, also effective with the first full pay period following the ratification of this agreement.

SECTION 3 - LONGEVITY

- A. The City shall continue to pay longevity to full-time employees in accordance with the Pay Scales in the Appendix.
- B. Said additional compensation for longevity shall be effective the first full pay period after each five (5) years of continuous employment with the City and shall be rolled over into their base rate of pay.
- C. The number of years of longevity, i.e. the number of years of continuous employment, shall be counted from the date the employee was last hired by the City and shall not include any years of service prior to the date he started his present employment with the City, and shall not be reduced by any approved leave, vacation leave or approved sick leave taken by him.

SECTION 4 - NEW HIRES - PROBATIONARY WAGES

- A. Each newly hired employee shall enter into a probation period of ninety (90) days and the salary shall be seventy- five percent (75%) of the entry level salary of the affected classification.
- B. At the end of the ninety (90) day probation period the employee shall then be assigned to Step B and shall remain in Step B for one (1) calendar year from the date of ending the probation period.
- C. After remaining in Step B for one (1) calendar year the employee shall then progress to Step C, which shall be the top of the scale for each affected classification.
- D. If an employee is promoted and he or she is in the B or C Step then he or she shall go to the B or C Step of the newly acquired classification.
- E. All step increases in compensation shall be effective the first full pay period after the date of the step increase in accordance with the provisions of Section 3B of this Article. Adjustments for certification within their class considered shall advance up to the next pay grade.

SECTION 5 - SHIFT DIFFERENTIAL

- A. When employees are temporarily assigned to the 3:00 p.m. - 7:00 a.m. shifts in the Street department during the snow removal season, January through March, a shift differential of fifty cent (\$0.50) per hour will be paid.
- B. Second shift shall be 3:00 p.m. to 11:00 p.m., Monday through Saturday.
- C. Third shift shall be 11:00 p.m. to 7:00 a.m., Sunday through Saturday.

ARTICLE 27 HEALTH AND SAFETY

SECTION 1 - GENERAL DUTY

Occupational health and safety is the mutual concern of the City, the Union and employees. The Union will cooperate with the employer in encouraging employees to observe applicable safety rules and regulations. The Employer and employees shall comply with applicable Federal, State and local safety laws, rules and regulations. Nothing in this Agreement shall imply that the Union has assumed legal responsibility for the health and safety of employees.

SECTION 2 - UNSAFE CONDITIONS

All employees shall report promptly, unsafe conditions related to physical plant, tools and equipment to their supervisor. If the supervisor does not abate the problem, the matter should then be reported to the Safety/Service Director. In such event, the employee shall not be disciplined for reporting these matters to these persons.

An employee shall not be disciplined for a good faith refusal to engage in an alleged unsafe or dangerous act or practice which is abnormal to the place of employment and/or position description of the employee. Such a refusal shall be immediately reported to a City safety designee for evaluation.

SECTION 3 - RIGHT TO KNOW ABOUT TOXIC CHEMICALS

All employees shall have access to information on all toxic substances in the work place pursuant to current OSHA, regulations.

SECTION 4 - CONCERN FOR PREGNANCY HAZARDS

The City will make a good faith effort to provide alternative, comparable work and equal pay to a pregnant employee upon a doctor's recommendation.

SECTION 5 - HEALTH AND SAFETY COMMITTEE

The City and the Union shall establish a Labor-Management Health and Safety Committee.

The Committee shall be established within thirty (30) days after the effective date of this Agreement. The Committee shall be composed of at least two (2) representatives appointed by the Employer and two (2) employees appointed by the Union and shall be co-chaired by a Union and an Employer representative.

The general responsibility of the Committee will be to provide a safe and healthful work place by recognizing hazards and recommending abatement of hazards and recommending education programs. To fulfill this responsibility the Committee shall:

1. Meet on a definitely established schedule, but in no case less frequently than once a quarter;
2. Arrange periodic inspections to detect, evaluate and offer recommendations for control of potential health and safety hazards;
3. Appoint members of the Union to accompany inspections;
4. Receive copies of all accident and illness reports, list of toxic materials and exposure records.
5. Promote health and safety education;
6. Maintain and review minutes of all Committee meetings. Members of the Health and Safety Committee shall be allowed paid time off from their regular work while performing committee duties and shall also be allowed paid time off for training relating to health and safety. All time incurred in connection with the Section shall be chargeable against the time specified in Article 31, Section 6B.

The Committee shall establish rules consistent with the above principles. A mechanism to coordinate the efforts of the Committee shall be established.

SECTION 6 - VEHICLE INSPECTION

All vehicles which are operated by employees on public streets shall be inspected at least annually by the City. Any deficiencies revealed by such inspection shall be corrected in a timely manner by the City. Inspections will be performed under the same guidelines of the Ohio State Highway Patrol. If possible the Ohio State Highway Patrol will perform said inspections.

SECTION 7 - PERSONAL PROPERTY

The City shall repair or replace prescription eye wear damaged in the line of duty, so long as the damage is not due to the employee's negligence, as necessary to restore them to their original condition.

1. Replacement not to exceed original cost.
2. City will provide safety goggles/straps.
3. Employees are required to submit receipts for reimbursement/eye exam not included.

ARTICLE 28 ALTERNATE DISPUTE PROCEDURE

In disputes involving contract negotiations, where the City and Ohio Council 8, AFSCME, AFL-CIO Local Union 1158 are at an impasse' it is agreed that Fact Finding, as addressed in ORC 4117, will be eliminated and instead the parties will utilize Final and Binding Arbitration/Conciliation through the Federal Mediation and Conciliation Services (FMCS).

The cost for FMCS will be split equally.

ARTICLE 29 PEOPLE CHECK-OFF

SECTION 1

The Employer will deduct voluntarily contributions to the American Federal of State, County, and Municipal Employees International Union's Public Employees Organization to Promote Legislative Equality (PEOPLE) Committee from the pay an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

SECTION 2

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the treasure of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of names of those employees for whom a deduction was made and the amount of the deduction.

SECTION 3

An employee shall have the right to revoke such authorization by giving written notice at any time to the Union which in turn shall notify the Employer.

The Employer's obligation to make deductions shall terminate automatically upon (a) receipt by the Employer of revocation of authorization; or (b) upon termination of employment; or (c) transfer to a classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from dues deductions and fair share fee deductions.

SECTION 4 - HOLD HARMLESS

The Union will hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this contract. Or should any law declare this deduction illegal.

ARTICLE 30 MARION AREA TRANSIT

SECTION 1 - PURPOSE

- A. This Article pertains to the Division of Transit Only.
- B. Since the Transit Division is so unique this article was deemed necessary for the purpose of inclusion of all Transit Employees within the bargaining unit and furthermore for clarifications needed within the Collective Bargaining Agreement.
- C. All other sections of the CBA apply to employees of the Transit Division unless listed in the TRANSIT ARTICLE.

SECTION 2 - FULL TIME EMPLOYEE RECOGNITION

- A. Full-Time employees of the Transit Division shall be afforded all the rights and privileges under this collective bargaining agreement unless noted in this Article or other corresponding Article within the collective bargaining agreement.

SECTION 3 - PART TIME EMPLOYEES

- A. It is understood that for the efficient operation of the Transit Division that part-time employees are necessary to maintain adequate staffing to meet service demands.

SECTION 4 - WORK DAY/WORK WEEK

- A. All full time employees within the transit division shall work five (5) consecutive eight (8) hour days. For accounting purposes the week shall begin at 12:00 midnight Sunday morning and shall conclude the next Saturday at 11:59 P.M.
- B. Meal periods shall be for periods of no longer than one (1) hour. This meal period shall be unpaid unless employee is required to be on duty by supervisor.

SECTION 5 - OVERTIME

- A. Only full-time employees are eligible for overtime in accordance with Article 12, Section 3 of this agreement.
- B. Overtime rosters shall be used for the purpose of equalization of overtime.
- C. Call-Time will be paid to all full-time employees who are called in accordance with the language in Article 12, Section 6. Part-Time employees would be eligible for overtime if they actually work more than 8 hours in one day.

SECTION 6 - LEAVES

- A. Part-time employees of the Transit Division are permitted to use union leave if they are scheduled to be working at the time the union leave will be used. All requests for union leave by part-time employees shall be scheduled 24 hours in advance of the leave.
- B. Military leave will be granted to all employees of the Transit Division in accordance with State Law.

SECTION 7 - DRUG AND ALCOHOL TESTING/MEDICAL TESTING

All employees of the Transit Division shall be required to comply with all State and Federal guidelines for Transit Employees as it pertains to medical evaluations and drug and alcohol testing.

ARTICLE 31 UNION LEAVE/UNION TIME

SECTION 1 - UNION LEAVE

- A. Any Bargaining Unit employee accepting employment with AFSCME/Ohio Council 8 or American Federation of State, County and Municipal Employees, AFL-CIO, shall be granted a one (1) year approved leave of absence without pay. This leave may be extended by the Employer on an annual basis.
- B. No benefits except seniority shall accrue during any such unpaid leave of absence. Any accruals unused at the time of the leave shall be reinstated upon return from leave.

SECTION 2 - UNION TIME

- A. Except as may otherwise be provided in this Agreement or by special permission of the City, the AFSCME activities shall be conducted by employees during their non-duty time.
- B. The President of Local 1158 or his designee, or designees, shall be granted time, not to exceed two-hundred (200) hours per year, to perform their functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, conferences, and activities related to the grievance procedure without loss of pay. During the contract negotiating year, the hours will increase to three hundred (300) hours. The hours specified herein, shall be the maximum time off with pay per year, for

the President and any/all designees hereunder. The employee shall apprise his supervisor of his whereabouts at all working times while he is performing the duties allowed by this section and, except when in connection with the grievance procedure, shall give notification, in writing, as far in advance as possible, stating the approximate amount of time required.

- C. Five (5) members of the Union negotiating committee shall be allowed time off for all meetings which shall be mutually set by the Employer and the Union with no loss of pay. Under no circumstances, shall the combination of actual hours worked, and hours in negotiation be combined to total more than eight (8) hours per work day or forty (40) hours per work week. Negotiating time shall not be included in the hours bank in Section B herein above.
- D. Stewards shall be granted reasonable time during work hours to investigate grievances within their areas subject to approval of the City. Such approval shall not be unreasonably denied. Any investigative time that requires absence from his job duties shall not be included in the hours bank in Section 2 B above.

ARTICLE 32 LICENSURE PREMIUMS/MAINTENANCE

SECTION 1 - CDL/WWOL PREMIUMS

- A. Each employee in pay grades 18 through 21, who has obtained a State of Ohio Commercial Driver's License (CDL), and continues to hold a valid CDL, or a Class I Wastewater Workers Operator License (WWOL) and continues to hold a valid WWOL, shall receive \$0.08 per hour, not included in the employee's base rate of pay.
- B. Employee in pay grades 22 through 26, who has obtained either a CDL or WWOL (as specified in paragraph A above) and continues to hold a valid CDL or WWOL, shall receive \$0.08 per hour, not included in the employee's base rate of pay.
- C. There shall be no pyramiding of license payments under this Article. An employee shall receive only one license payment, at the highest rate of which he is eligible.
- D. Transit employees who are required to maintain a valid CDL license with a passenger endorsement and maintain required medical standards. Marion Area Transit employees shall receive eight cent (\$.08) per hours as a CDL License Pay.
- E. Each employee who has obtained either a CDL Class A license or an EPA Class III Waste Water Operators License and continues to hold such license, shall receive sixteen cents (\$.16) per hour, not included in the employee's base rate of pay.

SECTION 2 - TEMPORARY LOSS OF COMMERCIAL DRIVERS LICENSE (CDL) OR VALID OHIO DRIVERS LICENSE

At the sole and exclusive discretion of the Employer, the following actions may be taken in a loss of licensure situation.

- A. The employee losing their license will be moved to a position of Labor I, provided a Labor I position is available. If a Labor I position is not available the employee will be placed on disciplinary layoff and placed on the recall list for no more than thirty (30) days. The loss of a CDL will be dealt with on a case by case basis. This employee will be placed on disciplinary layoff and placed on the recall list for up to one (1) year. If the employee is recalled they must have their CDL or a Valid Ohio Drivers License.

- B. Full time employees in the Marion Area Transit who go to available Labor I (if qualified) at the current rate, whichever is less and not to exceed sixty (60) days. Part time employees are laid off and go to the recall list.

Effective April 21, 2013

AFSCME Pay Scale

TITLE	GRADE	STEPS							
		A	B	C	C5	C10	C15	C20	C25
20 HOUR TRANSIT	13	7.54	9.39	10.05					
BUS DRIVER	14	8.68	9.93	11.57	11.71	11.85	12	12.13	12.26
BUS WASHER	14								
TRANSIT DISPATCHER	14								
ACCOUNT CLERK I	16	12.17	14.63	16.23	16.46	16.6	16.75	16.89	17.02
LABOR I	18	13.04	15.69	17.39	17.64	17.77	17.91	18.08	18.22
MAINTENANCE TRAINEE	19	13.53	16.23	18.04	18.27	18.43	18.53	18.7	18.85
ELECTRICIAN TRAINEE	19								
LAB TECHNICIAN I	20	14.04	16.81	18.72	18.96	19.09	19.26	19.39	19.53
LABOR II	20								
WWTP OPERATOR TRAINEE	20								
AUTOMOTIVE SERVICEMAN	21	14.57	17.39	19.43	19.61	19.8	19.94	20.06	20.19
MAINTENANCE MECHANIC I	21								
MOTOR EQUIP. OPERAT. I	21								
TOOL CRIB ATTENDANT	21								
AUTO MECHANIC I	22	15.14	18.04	20.18	20.38	20.55	20.67	20.83	20.96
MOTOR EQUIP. OPERAT. II	22								
SIGN PAINTER	22								
CARPENTER	23	15.71	18.72	20.94	21.15	21.29	21.42	21.59	21.71
MAINT. MECHANIC II	23								
WWTP ELECTRICIAN	23								
WWTP OPER. I	23								
MOTOR EQUIP. OPER. III	24	16.28	19.43	21.71	21.94	22.09	22.25	22.4	22.54
WWTP OPERATOR II	24								
AUTO MECHANIC II	25	16.99	20.18	22.65	22.85	23	23.15	23.29	23.44
MAINT. ELECTRICIAN II	26	17.65	20.94	23.53	23.73	23.9	24.04	24.17	24.31

Step B - 90 days after start Step C - 15 months after start date

Effective May 5, 2013

AFSCME Pay Scale

TITLE	GRADE	STEPS							
		A	B	C	C5	C10	C15	C20	C25
20 HOUR TRANSIT	13	7.99	9.95	10.65					
BUS DRIVER	14	9.2	10.53	12.26	12.41	12.56	12.72	12.86	13
BUS WASHER	14								
TRANSIT DISPATCHER	14								
ACCOUNT CLERK I	16	12.9	15.5	17.2	17.45	17.6	17.76	17.9	18.04
LABOR I	18	13.82	16.63	18.43	18.7	18.83	18.98	19.16	19.31
MAINTENANCE TRAINEE	19	14.34	17.2	19.12	19.37	19.54	19.64	19.82	19.98
ELECTRICIAN TRAINEE	19								
LAB TECHNICIAN I	20	14.88	17.82	19.84	20.1	20.24	20.42	20.55	20.7
LABOR II	20								
WWTP OPERATOR TRAINEE	20								
AUTOMOTIVE SERVICEMAN	21	15.44	18.43	20.6	20.79	20.99	21.14	21.26	21.4
MAINTENANCE MECHANIC I	21								
MOTOR EQUIP. OPERAT. I	21								
TOOL CRIB ATTENDANT	21								
AUTO MECHANIC I	22	16.05	19.12	21.39	21.61	21.78	21.91	22.08	22.22
MOTOR EQUIP. OPERAT. II	22								
SIGN PAINTER	22								
CARPENTER	23	16.65	19.84	22.2	22.42	22.57	22.71	22.89	23.01
MAINT. MECHANIC II	23								
WWTP ELECTRICIAN	23								
WWTP OPER. I	23								
MOTOR EQUIP. OPER. III	24	17.26	20.6	23.01	23.26	23.42	23.59	23.74	23.89
WWTP OPERATOR II	24								
AUTO MECHANIC II	25	18.01	21.39	24.01	24.22	24.38	24.54	24.69	24.85
MAINT. ELECTRICIAN II	26	18.71	22.2	24.94	25.15	25.33	25.48	25.62	25.77

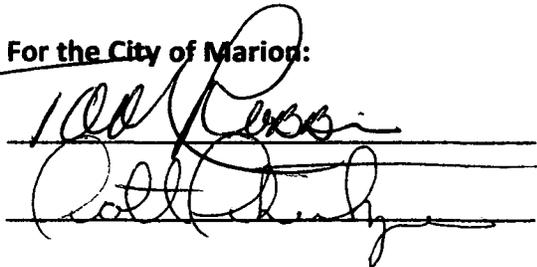
Step B - 90 days after start Step C - 15 months after start date

**Memorandum of Understanding
Between
AFSCME Local #1158, Ohio Council 8
&
The City of Marion, Ohio**

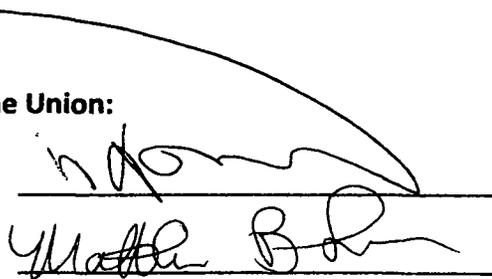
The above parties agree to the following:

- 1) Bargaining unit member health insurance premium co-pays shall not increase in either 2013 or 2014 and shall remain at the same levels specified in Section 1 of Article 18 of the 2009-2011 CBA between the parties.
- 2) Employer Health Savings Account deductible contributions shall remain constant in 2013 or 2014 and at the same levels specified in Section 5 of Article 18 of the 2009-2011 CBA between the parties.
- 3) Bargaining unit members shall receive health insurance benefits during 2013 according to the plan identified as "-1.9%" and attached. In 2014 the health insurance benefits plan will be determined by the City of Marion Insurance Committee.
- 4) The provisions found in this MOU shall supersede any contradictory provisions that may be found in the concurrent CBA between the parties.

For the City of Marion:



For the Union:



10-31-2012

Date

Agreement

The City of Marion, Ohio

and

Local 1158, American Federation of State
County and Municipal Employees, AFL-CIO

This agreement is made between the City of Marion and Local 1158, American Federation of State, County and Municipal Employees, AFL-CIO, Ohio Council 8. This agreement approved by the negotiating committees representing the City and the Union.

In witness whereof, the parties have hereto set their hands this 23RD day of MAY 2013.

City of Marion


Scott Schertzer, Mayor


Jay M. Shoup, Director Public Service


Tom Robbins, Director Public Safety


Amy O'Connor, HR

Local 1158, AFSCME, AFL-CIO


W. DeVore, Staff Representative
AFSCME Ohio Council 8


Mathew Large Local 1158 President


Randy Howard Committee Member


Lynn Baer, Committee Member


Brad Norton Committee Member


Randy Sergent Committee Member

Memorandum of Understanding
between AFSCME Local #1158, Ohio Council 8 & the City of Marion, Ohio

The above parties agree to the following:

1. Bargaining unit member health insurance premium co-pays shall not increase in 2013, 2014 or 2015 and shall remain at the same levels specified in Section 1 or Article 18 of the 2009-2011 CBA between the parties.
2. Employer Health Savings Account deductible contributions shall remain constant in 2013, 2014 and 2015 and at the same levels specified in Section 5 of Article 18 of the 2009-2011 CBA between the parties.
3. Bargaining unit members shall receive health insurance benefits during 2013 according to the plan identified as "-1.9%" and attached. In 2014 and 2015 the health insurance benefits plan will be determined by the City of Marion Insurance Committee.
4. The provisions found in this MOU shall supersede any contradictory provisions that may be found in the concurrent CBA between the parties.

For the City of Marion:

1000 [Signature]
Gay M. Brown
[Signature]

3/27/13

For the Union:

[Signature]
Math [Signature]
[Signature]

Effective May 5, 2013

AFSCME Pay Scale

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