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FINAL DRAFT

STATE EMPLOYMENT
RELATIONS BOARD
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AGREEMENT

BETWEEN

THE CITY OF NILES, OHIO

AND

THE AMERICAN FEDERATION OF STATE

COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 506

AND OHIO COUNCIL 8, AFL-CIO

JANUARY 1, 2013 - DECEMBER 31, 2013

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PREAMBLE

This Agreement between the City of Niles, Ohio hereinafter call the "City" or "Employer", and Local 506, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL – CIO, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the City and the Union and to provide a fair and responsible method of enabling employees covered by this contract to participate, through Union representation, in the establishments of the terms and conditions of their employment.

ARTICLE 1
INTENT OF CONTRACT

It is the intent and purpose of the parties to set forth the basic contract, which includes fringe benefits, working conditions, wages, salary, hours of work and standards of employment to be observed between the parties and to provide a procedure for the prompt and equitable adjustment of alleged grievances to the end that there shall be no interruptions or work stoppages or strikes, or other interference with service during the term of this Agreement.

ARTICLE 2
UNION RECOGNITION

The City agrees to recognize and does hereby recognize Local 506, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, called the Union, and its designated agents or representatives, as the sole and exclusive bargaining agent for all classifications in the bargaining unit as outlined below and as detailed in Appendix E, with respect to wages, hours of work, fringe benefits and other conditions of employment, as provided by law.

Laborer
Utility Maintenance Man B
Park Building and Facility Maintenance Man
Athletic Field Maintenance Man
Custodian
Tax Clerk
Income Tax Investigator
Cashier Clerk / Floating Clerical
Cashier Clerk
Engineering Clerk
Maintenance Groundskeeper
Records Clerk
Billing Clerk
Delinquent Accounts Collector
Secretary / Clerk (Building and Zoning)
Secretary / Clerk (Light Department)
Secretary / Clerk (Water / Sewage and Engineering)
Secretary / Clerk (Health Department)
Secretary / Clerk (Park and Recreation) / Clerk of Council
Secretary / Clerk (Park and Recreation)
Secretary/Clerk (Housing)
Applications Clerk

Treasury Clerk
Auditor's Clerk
Delinquent Accounts Clerk
Groundman
E3 Operator / Groundman
Meter Reader
Park Chief Maintenance Man
Payroll Clerk
Utility Maintenance Man A
Auto Mechanic
Assistant Auto Mechanic / Assistant Maintenance Mechanic
Waste Water Operator (Unlicensed)
Tree Trimmer
Tree Trimmer Leader
Laborer Tree Trimmer/Apprentice
Storekeeper
Waste Water Operator 1
Improvements Inspector
Truck Driver / Operator
Special Equipment Operator
Chief Clerk (Income Tax)
Assistant to the Business Manager
Working Crew Leader (Park and Recreation)
Customer Serviceman (Water)
Draftsman
Waste Water Operator 2
Lab Technician
Wastewater/Assistant Sup.
Accountant
Waste Water Operator 3
Head Auto Mechanic
Maintenance Mechanic
Apprentice Lineman
Lineman
Customer Serviceman (Light)
Assistant Electrical Equipment Technician
Group Leader (Light)
Electrical Equipment Technician
Group Leader - Cemetery

ARTICLE 3
UNION RIGHTS AND REPRESENTATION

Section 3.01 It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee within the bargaining unit refuses to enter upon any property involved in a lawful dispute directly involving the Union, refuses to go through or work behind and lawful primary picket line imposed by the Union, or refuses to do work normally done by primary striking members of another union which is not otherwise the responsibility of the employee.

Section 3.02 The City recognizes the right of the Union to select local officers, stewards and alternate stewards to represent the employees on grievances arising under the Agreement as follows:

A. The alternate steward shall act as a steward when the regular steward is absent from work.

B. A local officer or chief steward, with prior approval of the Department Head, shall be permitted to investigate and process grievances Citywide. An officer or steward shall be permitted to:

Investigate and process a grievance within his own location and attend the meetings, as provided in the grievance procedure, during their working hours without loss of regular pay, and such activity shall be with proper regard for the City's operational needs and work requirements. All local officers and stewards shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance procedure, meetings shall be held at times mutually convenient and acceptable to the City and the Union.

C. The Union will be allowed to meet with new employees for no less than fifteen (15) minutes during initial orientation. The purpose of this meeting is to inform new employees about the Union.

Section 3.03 The City agrees to recognize stewards in the following departments and / or divisions:

Street Department	1
Light Department	1
Water Department	1
Clerical and Miscellaneous	1
Chief Steward	1
Sewage Department / Plant	1

The Union agrees, that within thirty (30) days after the election or appointment of stewards, it will forward to the City the names of those stewards and any changes thereafter.

The stewards shall represent one or more classifications, divisions, or departments, as agreed upon by the parties in negotiations. If the need arises to adjust either the number stewards provided for in this Article or the agreed upon areas of representation, the City and Union will endeavor to resolve the matter in a mutually satisfactory manner.

Section 3.04 The staff representative of the Union shall be permitted to enter the City's premises during working hours; but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way, unless expressly permitted by the City. The staff representative will inform the City when they will by on the City's premises, explaining whom they wish to see, and approximate duration of visit.

Section 3.05 New Job / Changes in Jobs. If substantial changes in a job occur, or when a new position is established, the City and the Union shall review the classification assignment and rate of pay for the changed or new position. The parties shall use the Labor Management Conference

to discuss said changes. The results of this review shall be mutually agreed upon by the parties and reduced to writing. If the parties cannot agree on a rate of pay, then the Employer can assign a wage to that new classification and the Union will follow the procedure outlined in Section 3.08 of this Article.

Section 3.06 If the Union disagrees with the pay assigned to the classification, a written request for adjustment shall be submitted to the Employer, stating the Union's specific reasons for pay adjustment. The City shall respond to the Union within five (5) days of the receipt of the notice for change.

Section 3.07 If the Union continues to disagree with the rate of pay or whether a position should be within the bargaining unit, the City shall establish a temporary pay rate and will promptly notify the Union in writing of its intention to proceed. Thereafter, the Union may file a grievance at Step 3 of the grievance procedure. Should the dispute go to arbitration, the arbitrator shall only have the authority to establish the rate of pay for the new classification, or determine whether the position should be within the unit. Any award of the arbitrator shall be effective as to the date of the award. Any rate mutually agreed to between the City and the Union, or decided by the arbitrator shall become part of the wage agreement attached hereto.

Section 3.08 No supervisory personnel shall perform work normally done by bargaining unit employees when such bargaining unit employees are available, except in the event of an extreme emergency as determined by the proper officials of the City.

Section 3.9 The City will provide the Union with a notice of employees who quit, retire, terminate, are granted leaves of absence or who transfer from on department to another or transfer out of the bargaining unit, within ten (10) days of the effective date. The notice shall contain the name, job classification, department and date of the affected action.

Section 3.10 The City and the Union agree that employee's personal, medical and wage files are confidential and will not release other than to the employee, or to the Union representing the employee, without the employee's signed approval before such release.

Section 3.11 All job assignments shall have a job description and employees shall perform all duties, as they are outlined in the job description and other related duties within their Department.

ARTICLE 4
NON-DISCRIMINATION

Section 4.01 Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin or disability. The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

Section 4.02 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 4.03 Where an employee alleges a violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission (EEOC) or the Ohio Civil Tights Commission (OCRC), and should said employee file such an appeal prior to or during such period the alleged violation is being considered under the provisions of the grievance procedure contained in this Agreement, the alleged violation shall be deemed non-grievable, and the EEOC / OCRC shall have jurisdiction.

Section 4.04 The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, so long as that activity does not conflict with the terms of this Agreement.

Section 4.05 The City agrees that employees shall not suffer sexual harassment at the workplace. The Union may submit such a complaint directly to Step 4 of the grievance procedure. Such harassment may be considered a violation of the 1964 Civil Rights Act. Sexual harassment is defined as, but not limited to, including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

a. Submission to the conduct is either and explicit or implicit term or condition of employment

b. Submission to, or rejection of the conduct, is used as the basis for employment decisions affecting the person who did submitting or rejecting.

c. Such conduct has the purpose of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment is not a consenting relationship between adults.

ARTICLE 5
DUES DEDUCTIONS

Section 5.01 The Employer agrees to deduct Union membership dues, in accordance with this Article, from the pay of each employee who, sixty (60) calendar days from the date of hire, elects to join the Union.

Section 5.02 The Employer shall deduct regular Union membership dues, fees and assessments, twice each month from the pay of bargaining unit employees eligible for membership in the Union and upon receipt from the Union an individual, written authorization card voluntarily signed by the employees. The payroll deduction, authorization form is attached as Appendix "A" of this Agreement. Upon receipt of the authorization card, the Employer shall

deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which authorization was received by the Employer.

Section 5.03 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnity and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. All deductions provided for in this Article, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union no later that the tenth (10th) day following the end of the pay period in which the deduction is made. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5.04 The Employer shall be relieved from making Individual: Check-Off" deduction upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence.

Section 5.05 The Employer shall not be obligated to make dues deductions from any employee who, during any dues period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 5.06 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) calendar days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 5.07 The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. Ten (10) days advance notice must be given the payroll clerk before making any changes in an individual's dues deductions.

Section 5.08 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

ARTICLE 6
FAIR SHARE FEE

Section 6.01 Effective April 1, 1984, all employees of the bargaining unit who, sixty (60) calendar days from their date of hire, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

Section 6.02 All employees hired prior to or after April 1, 1984, who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) calendar days from the employee's date of hire as a condition of employment.

Section 6.03 The fair share fee amount shall be certified to the City by the Treasurer of the Local Union.

Section 6.04 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.

Section 6.05 Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided in Articel5, (Dues Deductions) of the Agreement.

ARTICLE 7
PROBATIONARY PERIODS

Section 7.01 Newly hired employees shall be regarded as probationary employees for the first ninety (90) calendar days of employment and will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by the City. Probationary employees continued in the service of the City subsequent to the first ninety (90) days shall receive full seniority and continuous service credit from date of original hiring.

Section 7.02 All newly promoted employees shall serve a probationary period not to exceed ninety (90) working days from the effective date of promotion. Upon completion of thirty (30) day of probation, the employee shall receive the prevailing rate of pay for the position to which the employee is promoted. Subject to Article 15, Section 15.07 of this Agreement, such pay shall be retroactive to the first day of employment in the new position.

Section 7.03 If an employee is discharged for cause or quits and is later rehired, the employee shall be considered a new employee and subject to the provisions of Section 7.01 above.

Section 7.04 The City will immediately provide the Union with a copy of the appointment letter of all new employees hired or promoted by the City within the bargaining unit and such notice shall contain the name, address, department, job classification and the date of hire or promotion.

ARTICLE 8
MANAGEMENT RIGHTS

Section 8.01 Unless expressly modified by other terms and conditions of this Agreement, the Union recognizes the right and responsibility of the Employer to administer the business of the City and in addition to the other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of each department, to promulgate reasonable rules and regulations and otherwise exercise the prerogatives of management which more particularly include but are not limited to:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to

reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;

B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

C. To determine each department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;

D. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;

E. To determine the hours of work and work schedules required to most effectively operate;

F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

G. To determine the necessity to schedule overtime and the amount required thereof with the exception that overtime is not to be considered mandatory for any individual employee when a sufficient qualified work force is available;

H. To maintain the security of records and other important information;

I. To determine the overall budget;

J. To maintain and improve the efficiency and effectiveness of the Employer's operations; and

K. To determine and implement necessary actions in emergency situations.

Section 8.02 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer.

Section 8.03 The Employer agrees that, in the exercise of its management rights, it shall abide by the terms and conditions outlined in the Agreement.

ARTICLE 9
NO STRIKE / NO LOCKOUT

Section 9.01 The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that this Agreement provides machinery for the orderly resolution of grievances. The parties, there, agree to the following:

A. The Union agrees that the Local Union will, within two (2) weeks of the date of the signing of the Agreement, serve upon the Employer a written notice, which will list the Union's authorized representatives who will deal with the Employer and make commitments for the Union;

B. The Union further agrees that neither it, its officers, agents representatives, or members will authorize, instigate, cause, aid, condone, or participate in any illegal strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement;

C. In all cases of strikes, sympathy strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

Section 9.02 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 9.01 (B) of the Article.

ARTICLE 10
DISCIPLINARY PROCEDURE

Section 10.01 No employee shall be reduced in pay suspended or discharged except for just cause.

Section 10.02 **Progressive Discipline**

A. Except in instances where the employee is found guilty of gross misconduct, including but not limited to dishonesty or stealing, drinking intoxicating liquors or using illegal drugs on the Employer's premises, or deliberate destruction of the Employer's

property; discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy.

B. Progressive discipline for related offenses shall take into account the nature of the violation, the employee's record of conduct. The order of progression shall include: oral reprimands, which are to be administered in the presence of a steward; written reprimands, with copies of such sent to the Union; suspensions, with notice outlining the charges sent to the Union and discharges.

Section 10.03 <u>Pre-Disciplinary Conference</u>

A. Whenever the Employer or his designee determines that an employee may be suspended, reduced, or terminated, a pre-disciplinary conference will be scheduled within forty-eight (48) hours of such decision so that the employee may have an opportunity to offer an explanation of the alleged conduct.

B. Pre-disciplinary conferences will be administered by a City Supervisor. The Employer will prepare a list of three (3) supervisors not directly in the chain of command of the employee. The employee shall choose one (1) name from the list of supervisors to act as Hearing Officer for the pre-disciplinary conference.

C. Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer shall provide to the employee a written outline of the charges, which may be the basis for disciplinary action. The employee must choose to:

1. Appear at the conference to present an oral or written statement in his / her defense;

2. Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or

3. Elect in writing to waive the opportunity to have a pre-disciplinary conference.

D. At the pre-disciplinary conference, the Hearing Officer will ask the employee or his / her representative to respond to the allegations of misconduct which were outlined to the employee.

E. The employee or his representative may present any testimony, witnesses, or documents, which explain whether or not the alleged

conduct occurred. The employee and the Employer shall provide a list of witnesses to each other not later that one (1) hour prior to the pre-disciplinary conference.

F. The employee or his representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the hearing officer concluding as to whether or not the conduct occurred and whether or not there is just cause for the discipline in the case. A copy of this report will be provided to the Union, the employee, and the Employer within five (5) working days following the hearing. Should the hearing officer find cause for discipline the discipline shall be imposed not later than ten (10) working days following the submission of the hearing officer's report and all disciplinary actions taken shall be in accordance with Article 10 of this Agreement.

G. Decisions of the Employer may be appealed by filing a grievance at Step 2 of the grievance procedure within five (5) working days of the decision.

Section 10.04 **Disciplinary Actions**

Disciplinary actions shall cease to have force and effect in accordance with the schedule below.

Upon an employee's written request, records of such disciplinary actions shall be removed as outlined below providing there has been no intervening disciplinary action taken during the same time frames:

Oral Reprimands	6 months
Written Reprimands	12 months
Suspension of less than three (3) days	18 months
Suspension of three (3) days or longer	24 months

Section 10.05 An employee may, with reasonable notice inspect his / her file to insure that any disciplinary actions and records of same are removed within the terms of this Agreement. Upon his request and with a signed release, a Union representative of the employee's choosing may accompany him.

Section 10.06 The Employer agrees that all disciplinary proceedings shall be carried out in a private and businesslike manner.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 11.01 It is agreed and understood by the parties that the prompt presentation, response to and adjustment of grievances is desirable and necessary in the interest of sound relations between

the Union and the Employer. The prompt and fair disposition of grievances involves impartial and equal obligations and responsibilities, both joint and independent, on the part of each party to protect and preserve the grievance procedure as an orderly means of resolving differences between the parties. Any action by either the Employer or the Union, which impairs or weakens the grievance procedure, shall be considered improper.

Section 11.02 A grievance is an allegation by the Union or a bargaining unit employee through the authorized union representative, that there has been a breach of; misinterpretation of; improper application of; or non-compliance with, the terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement. The grievances procedure outlined in this Article 11 shall be the sole and exclusive means for resolving disputes between the Union and the Employer arising out of the interpretation or application of the terms of this Agreement.

Section 11.03 Except as expressly outlined in this Agreement, if specific administrative agency relief of judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio or the United States for review or redress of specific matters (e.g. Worker's Compensation, Unemployment Compensation, EEOC, Civil Rights Commission, etc.) such matters may not be the subject of the grievance procedure.

Section 11.04 All grievances must be processed at the proper step of the grievance procedure by submitting a written statement to that effect. A grievance which is not submitted or advanced to the next step of the procedure within the time requirements of the Article shall be considered withdrawn by the Union and settled in accordance with the Employer's last response. Any grievance timely filed or advanced by the Union, which is not answered within the stipulated time frames of this Agreement, shall be granted in accordance with the remedy requested by the Union. All time limitations of this procedure may be extended upon mutual written consent of the parties. Any grievance, which is withdrawn, lapses due to timeliness or is won due to non-response, shall be considered without precedent or prejudice concerning future grievances involving the same or like allegation.

The Union shall and must be present at each step of the grievance procedure even if the aggrieved employee elects alternative representation, and any grievance resolution must be approved in writing by the proper officials of the Union.

Section 11.05 It is the mutual desire of the parties to provide for the prompt adjustment of grievances with a minimum of interruption of work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step of the grievance procedure. In furtherance of this objective the following procedure shall be utilized:

Step 1 (Informal Step): Within five (5) working days of the incident giving rise to a complaint or within five (5) working days of when the Union or the employee should have reasonably known of the incident, the employee and the Union shall bring the complaint, verbal, to the attention of the employee's immediate supervisor. The supervisor shall discuss the issue with

the employee and the Union and within forty-eight (48) hours of that discussion respond to the complaint in writing.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the Union shall reduce the grievance to writing on the approved grievance form attached as an Appendix to the Agreement. Within five (5) working days of the Step 1 response, the grievant shall submit the written grievance to the appropriate Department Head. The Department Head shall investigate the grievance and give an appropriate written response to the Union within five (5) working days following the grievance presentation.

Step 3: If the grievance is not satisfactorily resolved at Step 2 of the procedure the Union shall within five (5) working days of the receipt of the Step 2 response present the grievance to the Service Director of the City of Niles. The Service Director shall investigate the grievance and provide to the union an appropriate written response to the grievance within five (5) workings days of its presentation.

Step 4: If the grievance is not satisfactorily resolved at Step 3 of the procedure the Union shall within five (5) working days present the grievance to the Mayor. The Mayor shall have five (5) working days in which to have a hearing with the Union and the aggrieved employee should the employee wish to attend. The Mayor shall investigate the grievance and shall provide an appropriate written response to the Union within ten (10) working days of the Step 4 hearing.

Step 5: Mediation Step: Either the Union or the City may initiate mediation of a grievance by written notice to the other party within seven (7) days of the Step 3 decision. Upon receipt of such notice, the time limits of the grievance procedure will be suspended until either (1) mediation of the grievance is concluded by written notice from the mediator; or (2) either party rejects or rescinds in writing its participation in mediation, whichever (1 or 2) first occurs. The grievance time limits shall begin upon receipt of the notice in (1) or (2). Guidelines for mediation shall be:

a) The grievant and representatives of the Union and the City are entitled to attend the mediation.

b) While the grievance mediation is being utilized, the time limits for the grievance procedure are suspended as provided herein above.

c) The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recording of the meetings will be made.

d) The mediator's notes are confidential and will be destroyed at the conclusion of the grievance meeting. The mediator shall be a neutral party selected by mutual agreement of the Union and the City, and shall be by mutual agreement of the Union and the City and shall not testify for either the Union, the grievant, or the City in any proceeding regarding the grievance.

e) The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.

f) The mediator has no authority to compel as resolution of the grievance.

g) If the parties cannot resolve the grievance, the mediator may provide the parties, in joint or separate sessions, with an oral advisory opinion.

h) If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures set forth in Step 5 below.

i) No statement given by either party as part of the grievance mediation process, nor any documents prepared for or used during a mediation session, can be used during arbitration proceedings.

Step 6: If the grievance is not satisfactorily resolved at Step 4 of the procedure, the Union shall within thirty (30) days receipt of the Step 4 response send notice to the Employer of its intent to arbitrate the grievance. The Union shall also make a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators. Upon receipt of the list, the parties shall meet; within five (5) working days from the date the list was received, to select an arbitrator. The parties shall use the "alternate strike" method of selection. The Union shall be first to strike a name from the list, then the Employer shall strike a name be designated as the arbitrator to hear the dispute in question. Each party shall have the option of completely rejecting one (1) list of names and requesting another list be provided by the FMCS.

The parties shall attempt to agree upon a submission statement outlining the specific issues to be determined by the arbitrator prior to requesting the list from FMCS.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of the Agreement; nor add to, subtract from, or modify the language therein. When arriving at his determination on any issue presented that is properly within the limitations expressed herein, the arbitrator shall expressly confine himself to the issue submitted for arbitration and shall have no authority to determine any other issues so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such originated, or to make any awards based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates or classifications not negotiated as part of the Agreement, unless expressly provided herein. In cases of discharge or of suspension, the arbitrator shall have the authority to modify said discipline. In the event of a monetary aware, the arbitrator shall limit any retroactive settlement to the date of the incident-giving rise to the grievances, as noted on the grievance form.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is not arbitrable or that the issue is beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is

within the purview or arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator, and any resolutions to grievances reached at other steps of the grievance procedure, shall be final and binding upon the Union, the Employee, and the Employer. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses of any witness shall be borne by the party calling the witness. Except that bargaining unit employees call as witnesses, and Union officers necessary or required to attend such hearings shall suffer no loss of straight time pay benefit for attending such hearings.

The fees of a court reporter, if a reporter is used, shall be paid by the party requesting one; such fee shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript of the reporter's record.

Section 11.06 All grievances must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by both parties:

1) The aggrieved employee's name and signature;
2) The aggrieved employee's classification;
3) Date the grievance was first discussed, and the names of the supervisor with whom the grievance was discussed;
4) Date grievance was filed in writing;
5) Date and time grievance occurred;
6) The location where the grievance occurred;
7) A description of the incident giving rise to the grievance;
8) Specific articles and sections of the Agreement violated;
9) Desired remedy to resolve the grievance;
10) Responses to all steps in the grievance procedure must contain an appropriate written answer.

Section 11.07 A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, or should the Union desire to file a grievance on behalf of the membership, the Union may file the grievance on their behalf and also process the grievance. Each employee who desires to be included in such grievance should sign the grievance.

Section 11.08 Any grievance that originates from a level above the first step of the grievance procedure may be submitted to the step or level from which it originated.

Section 11.09 For purposes of this Article, work days shall be defined as Monday through Friday of each week, exclusive of Saturdays, Sundays or holidays.

ARTICLE 12
SENIORITY

Section 12.01 Definitions

Seniority is defined as continuous full time service with the City, as of the last date of hire. Temporary, casual, part time or seasonal employees shall not accrue the seniority.

In the event two or more employees have the same date of hire, seniority shall be determined by the date of application for the position they hold.

Seniority shall not be broken for any authorized leave of absence, including layoff.

Section 12.02 Break in Seniority

Employees who resign, or are discharged for cause; are absent for three (3) consecutive work days without notifying the City; are on layoff status for more than two (2) years (when applicable); are laid off and fail to report to work within three (3) working days after having been recalled; or do not report for work within forty-eight (48) hours after the termination of an authorized leave of absence, shall be considered separated from service with the City and shall lose all seniority. The time limits outlined in this Article may be waived or amended should an employee provide to the Employer verification of his inability to meet the time limits due to unforeseen or extraordinary circumstances.

Section 12.03 Types of Seniority: There shall be three (3) types of seniority: (a) Citywide seniority, which is total full-time service with the City regardless of department or classification; (b) Classification seniority, which is the total full-time service rendered in an individual classification; and (c) Department seniority, which is total full-time service rendered in an individual department regardless of classification.

The City shall establish in the bargaining unit departments a seniority list, which shall include the employee's Citywide seniority date, the employee's classification seniority date, and an employee's departmental seniority date. This list shall be updated annually and a copy shall be provided to the Union.

Section 12.04 An Employee may accumulate seniority in only on classification and/or department at a time. When an employee is promoted from on classification and/or department to another, he shall be placed at the bottom of the seniority list in that classification and/or department to which he has been promoted.

Section 12.05 Promotions Outside the Unit. Employees promoted to other positions not included within the bargaining unit shall continue to accumulate Citywide seniority for purposes of fringe and retirement benefits. Employees returned to their prior classification or department within the bargaining unit shall have classification seniority or department seniority equivalent to their length of service prior to the promotion, providing there was no intervening break in service. No break in seniority shall occur in the ninety (90) day probationary period.

Section 12.06 Temporary Transfer. Should the Employer require that an employee transfer between departments within the same classification, such transfer shall be temporary, not to exceed 15 days, and shall not affect the employee's City-wide seniority, nor his classification seniority, nor his original seniority.

ARTICLE 13
WORK RULES

Section 13.01 The Employer agrees to instruct all department heads and supervisory personnel to discuss safety and work rules with the Union and to establish these rules in each department.

Section 13.02 Inclement Weather No routine bargaining unit work or repairs or preventative maintenance, shall be performed in an unsheltered area, when the temperature is 20 degrees or below, or in other excessive weather conditions such as high winds and continuous heavy rainfall (not to be abused during misty rain or light snow fall). The Employer may assign alternative work to employees within a sheltered area in so far as the work assigned is within the employee's abilities to perform such assignment and the assignment is related to the employee's primary duties as outlined in his/her description.

Section 13.03 For the purpose of the Article, the National Weather Service at the Youngstown Airport shall be the official source for all weather-related information. The Employer will determine when the weather conditions are unsafe.

ARTICLE 14
LEAVES OF ABSENCE

Section 14.01 General Leave Provisions

A. All unpaid leaves of absence (and any extensions thereof) must be applied for in writing on forms provided by the City.

   Such leave requests shall be granted or denied in writing, with the approval of the department head and Service Director within three (3) working days of such request.

B. Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City and approved of the department head and the Director.

C. When an employee returns to work after leave of absence, he will be assigned to the position that he formerly occupied.

D. For the purposes of ascertaining City-wide seniority, service time, classification seniority and departmental seniority an employee shall be given credit for any periods of time during which he/she was rightfully on any of the leaves provided by this Agreement.

Section 14.02 Paid Union Leave Absence with regular pay shall be authorized to permit employees, who are officers of the bargaining unit, to attend meetings and conventions of their International Union on a regional, state or national level.

Only personnel elected by their employee group shall be granted such leave. The maximum number of employees who shall be released from duty shall be no more than two (2) from any one department at one time. The Union shall be limited to fifteen (15) such leave days per calendar year.

Section 14.03 Jury Duty and Witness Leave. An employee, called for jury duty or subpoenaed as a witness in a criminal action shall be granted a leave of absence for a period of such jury or witness service, and will be compensated for the difference between his regular pay or jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for such pay, an employee must present verification of:

A. His call to jury duty or witness duty.
B. The amount received as jury or witness fee.

Section 14.04 Personal Leave. With the approval of the Department Head and the Service Director, an employee may be granted a leave of absence without pay for any reason, except to seek employment elsewhere, for a period not to exceed ninety (90) calendar days.

Section 14.05 Educational Leave. With the approval of the Department Head and the Service Director, an employee may be granted a leave of absence without pay for purposes of pursuing legitimate educational activities, which directly relate to his job with the City. Such leave shall be for no more than one (1) year.

Section 14.06 Military Leave. Regular employees who leave the service of the City to enter the United States Armed Forces, or the service of the Maritime Commission, and who return within ninety (90) days of release from such service, shall e granted all seniority rights upon their return as if continuously employed by the City during such service.

Section 14.07 Reserve Military Leave

A. All employees of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, or members of other reserve components of the Armed Forces of the United States, are entitled to leaves of absence for such military service for field training, active duty or emergency call-out for a period not to exceed thirty-one (31) working days per year per employee.

B. The employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty at least two (2) weeks in advance of the starting date of such leave.

C. Employees on such leave shall be paid during such absence for the difference between their regular straight time wages and their military pay for such period, as verified to the Employer by military pay voucher. The maximum number of hours for which payment may be made in any one calendar year under this provision is two hundred forty-eight (248) hours per employee.

Section 14.08 **Family and Medical Leave.** Employees who have worked a minimum of twelve (12) months and twelve hundred fifty (1250) hours over the previous twelve-month period shall be entitled to Family and Medical Leave in accordance with the following provisions:

A. An Employee shall be entitled to a leave of absence not to exceed 12 weeks for the following:

1) Twelve weeks for the birth, adoption or placement of a foster child. (Must be taken during the twelve (12) month period immediately following the event).Or twelve (12) weeks for inability to work due to personal illness or to care for the spouse, child, parent or spouse's parent (s) with a serious illness.

B. Employee must exhaust all sick hours first, then all comp hours, then accrued vacation time, with the exception of the employee having the option to bank a maximum of forty (40) hours of accrued vacation time. After all time is exhausted then employee will be on unpaid leave for the remainder of the twelve weeks.

C. There will be no loss of any benefits when taking Family of Medical Leave.

D. Job will be guaranteed when returning from leave.

E. An additional twelve (12) weeks may be granted for (A) above, but if unpaid employee must make COBRA payments.

F. Benefits are provided by the Employer for all other provisions of leave under this article. Employees shall provide to the Employer as much advance notice as is possible when requesting such leave and shall provide a minimum of fourteen (14) days advance notice prior to returning from such leave.

G. The Employer may require an employee's request for medical leave be supported by a certificate issued by the health care provider of the employee or of the child, spouse, parent or parent-in-law of the employee. The certificate should include the date on which the serious health condition commenced, the estimated duration of the condition, and the appropriate medical facts, within the knowledge of the health care provider, regarding the condition. Such certificate is attached as an Appendix to this Agreement.

In the case of an employee requesting leave under subsection B1, the Employer may have the employee examined by a physician of the Employer's choice. Should there be a difference of medical opinions a third opinion shall be obtained by a physician mutually selected by the Employer and the employee. This third opinion shall be binding upon the parties. The cost for any such examination(s) shall be borne by the Employer.

H. Upon return from any such leave outlined above, employees shall be placed in the classification and department from which they left or in the same or similar position if the prior position no longer exists, and shall suffer no loss of any benefit which shall arise as a part of their employment or as a term or condition of this Agreement.

I. Employees may be granted additional leave for the purposes outlined in subsection A1 and A2 above not to exceed six (6) months in duration provided that any such request for additional leave is made in writing, to the Employer at least fourteen (14) days prior to the expiration of the original leave. Any additional leave granted shall be subject to the general leave provision of Section 14.01 of this Article. Employees may elect to exercise their options under sub-section C above however the employee shall be responsible for any health care premiums (COBRA option) for any period in which coverage would lapse during an unpaid leave.

For the purposes of this Section 14.08 serious health condition shall mean an illness, injury, impairment or physical or mental condition which requires either inpatient care or continuing treatment, as certified by a health care provider, for a period of more than three (3) days.

ARTICLE 15
APPOINTMENTS AND PROMOTIONS

Section 15.01 When the Employer determines that a vacancy exists in a position within the bargaining unit, a notice of such vacancy shall be posted for five (5) working days, exclusive of

Saturdays, Sundays and holidays. The Employer reserves the right to temporarily fill such vacancy for a maximum of fifteen (15) working days prior to the permanent filling of such vacancy under the provisions of this Article 15. By definition, the fifteen (15) day period outlined above shall consist of the following: a five (5) day posting period during which rime bargaining unit members shall bid upon such a position; a five (5) day period in which to review such applications and award the position and a five (5) day period to place the successful applicant in the awarded position.

Section 15.02 Such notices of vacancy as outlined in Section 15.01, shall be posted in all departments with copies sent to the Union. Such notices shall contain the job classification, title, rate of pay, department, area of vacancy, shift and a brief summary of job duties.

Section 15.03 Bargaining unit members who elect to bid on such vacancies shall submit written application for the vacancy to the Employer or his designee, within the five (5) day posting period. The Employer, or designee, shall provide to the applicant a receipt that acknowledges the submission of the application.

Section 15.04 All timely applications shall be reviewed by the Employer and the vacancy shall be filled within five (5) working days after the end of the application period, except as provided in Section 15.01 above. The position shall be awarded based on the following and in the following order; a) first;
b) second; and c) third;

a. To the most senior qualified employee, within the department where the vacancy occurs, based on departmental seniority. (Employee must meet the qualifications per job description)

b. To the most senior qualified employee within the department where the vacancy occurs based on Citywide seniority. (Employee must meet the qualifications per job description)

c. To the most senior qualified employee in the bargaining unit based on City-wide seniority.(Employee must meet the qualifications per job description)

Section 15.05 The Employer shall post a notice with the successful applicant's name, no later than the end of the fifth day following the end of the application period. In the event no applications are received for a posted job and the job remains vacant, the City will re-post the notice after ninety (90) days, or prior to filling the job from the outside.

Section 15.06 Employees awarded a job pursuant to this Article 15 shall be given ninety (90) working days to demonstrate their ability to perform the job on a regular basis. If they cannot demonstrate that ability, they shall be returned to their former classification without loss of seniority or benefit. Employees awarded a job under the provisions of Article 15 shall be

provided with all reasonable help and supervision necessary to perform the required tasks assigned to them. Employees shall be considered qualified for the job when they can satisfactorily perform the required duties of the job with no more supervision than is required by other qualified employees in the same job classification and their work meets the minimum standard applicable to the job. Employees awarded a job pursuant to Article 15 must meet qualification of job description and provide the employer with proof of qualification prior to being awarded the bid.

Section 15.07 An employee who is awarded a job under the provisions of this Article shall not receive the prevailing rate of pay for the new classification until he/she has completed the first thirty (30) days of the probationary period. Upon completion of thirty (30) days of probation, the employee shall be paid the prevailing rate of pay for the new classification plus all retroactive pay at the prevailing rate due for the first part of the probationary period.

An employee who is promoted shall be placed at the step in the new pay range for the new position, which is the same step the employee had attained in his old classification.

Section 15.08 No employee shall be eligible for promotion that has not satisfactorily completed the required probationary period as provided herein.

Section 15.09 Employees promoted under the terms of this Article may voluntarily return to their former position during the first thirty (30) working days of the probationary period. However, employee will lose his bidding rights for one (1) year, after he/she bids twice and then returns back to their former position during the first thirty (30) working days of the probationary period. (Retroactive to January 2004)

Section 15.10 The parties recognize that specific classifications within certain departments require specific promotional and progressive paths. It is therefore agreed that if a job description requires that a specified period of training, or that time in a lower classified job is a prerequisite of attaining a specific job classification, them for permanent vacancies, only, those employees who meet those prerequisites will be considered first regardless of departmental or city-wide seniority. A list of such positions is to be attached as an Appendix "J" of this Agreement. Should no employee in the bargaining unit meet the standard prerequisites, than, except for the position of Lineman and Tree Trimmer Leader the senior applicants in accordance with 15.04 above shall be promoted subject to the trial period outlined in Section 15.07 above before the employer may hire from outside the bargaining unit.

Section 15.11 Effective January 1, 1997, employees bidding upon a position that requires a Commercial Driver's License (CDL) must be in possession of that license at the time of the bid. This license is considered a minimum qualification for the jobs listed below:

<u>Light Department</u>

Laborer	Apprentice Lineman
Groundman	Customer Serviceman
Tree Trimmer	Lineman
Tree Trimmer Leader	Group Leader

Head Mechanic
Assistant Mechanic

Assistant Electrical Technician
Electrical Technician

Water Department

Laborer
Utility Maintenance Man A
Head Mechanic
Assistant Mechanic

Street Department

Laborer
Driver/Operator

Sewer Maintenance

Laborer

Utility Maintenance Man A
Special Equipment Operator

Employees who are incumbent in any of the above classifications which currently, by job function, do not require a CDL shall not be required to obtain such license, but must hold the CDL in order to promote to any of the above listed classifications.

ARTICLE 16
LAYOFF AND RECALL

Section 16.01 Whenever it is necessary, because of lack of funds, lack of work, or reorganization, employees shall be laid off in the following order:

A. Part-time and seasonal employees, temporary new hires;

B. Employees who have not completed their initial probationary period;

C. Employees who have completed their initial probationary period.

Section 16.02 When it becomes necessary to layoff within a City department, the City will determine which classification(s) must be reduced. The employee(s) with least departmental seniority within the affected job classification(s) shall be reassigned to the same or next lower paid occupation presently being utilized within the department that they have the ability to "walk up and do." This procedure shall be repeated with all affected employee(s) until the excess employee(s) have bumped into the entry level classification within the affected department, or have been laid off.

In the event employees have the same classification seniority date, City-wide seniority date shall prevail.

In the event of a layoff, affected employees bumped from their department shall be given a choice of "bumping" into the labor classification in any department, bumping an employee with less total City-wide seniority, or being laid off.

Section 16.03 Before any bargaining unit employee is given notice of layoff as stated above, the City and Union will meet immediately for the purpose of attempting to find an available job within the bargaining unit, in accordance with the layoff procedure. The Union shall receive a copy of all such layoff notices.

Section 16.04 All regular full-time employees shall be given a minimum of fourteen (14) calendar days' advance written notice of layoff, which shall indicate the circumstances, which made such layoff necessary. (Certified mail, return receipt requested)

Section 16.05 In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation as quickly as possible. The City agrees that such payment will not be later than thirty (30) days after the layoff commences.

Section 16.06 A laid off employee shall accumulate seniority during any period of layoff and there shall be no break in his service time. Employees who are laid off shall remain on the recall list for a period of two (2) years, except that employees who were hired by the Employer prior to November 1, 1985, shall remain on the list indefinitely.

Section 16.07 When it is necessary to increase the work force in a department following a layoff, employees shall be recalled to their job classification or from any lower-rated job classification or department into which they "bumped" during the course of the layoff, in accordance with department seniority, most senior employees being recalled first.

Section 16.08 No new employee shall be hired in any classification or department until all laid off employees are given the opportunity to fill such vacancies based on reasonable qualifications and ability to perform such work.

Section 16.09 Employees who are laid off subsequent to the signing of this agreement shall receive medical benefit coverage for a maximum of the balance of the month in which the layoff occurs.

Section 16.10 Senior employees shall at their option take a voluntary layoff for a period not to exceed ninety (90) days. Employees who avail themselves of such voluntary layoff shall have the option to return to work during the aforementioned ninety (90) day period. Employees shall notify the Employer of their intent to return to work a minimum of fourteen (14) days prior to their desired return to work date.

ARTICLE 17
HOURS OF WORK / OVERTIME

Section 17.01 The normal hours of work each day shall be consecutive, except for interruptions for lunch periods. References to "consecutive hours of work" in the balance of this Article, shall be construed generally to include lunch periods. Each work shift shall have a regular starting and quitting time and all present starting and quitting times shall remain in effect for the duration of this Agreement. Regular hours of work for administrative and clerical employees shall be 8:30 a.m. to 4:30 p.m. with a one (1) hour paid lunch. This includes the park secretary, and meter readers. The cemetery and park department (at Park) hours will be 8:00 a.m. to 4:00 p.m. Regular hours of work for employees in the service departments shall be 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m. All breaks and meal periods shall remain in accordance with established practices. Any changes in such starting and quitting times shall be mutually agree to, in writing, between the City and the Union.

The following classifications shall have starting and quitting times as follows:

Parks Department	
Working Crew Leader	7:30 a.m. to 3:30 p.m.
Chief Maintenance Man	7:30 a.m. to 3:30 p.m.
Athletic Field Maintenance Man	7:30 a.m. to 3:30 p.m.
Building and Facilities Maintenance Man	7:30 a.m. to 3:30 p.m.
Billing Department	
Meter Readers	8:00 a.m. to 4:00 p.m.
Delinquent Accounts Collector	8:00 a.m. to 4:00 p.m.
Water and Light Departments	
Customer Service Man	8:00 a.m. to 4:00 p.m.
Light Department	7:00 a.m. to 3:00 a.m.
Cemetery	
Equipment Operators	8:00 a.m. to 4:00 p.m.
Laborer	8:00 a.m. to 4:00 p.m.
WWTP	
All classifications day-turn commences	7:30 a.m. to 3:30 p.m.
Sewer Maintenance	
All classifications	7:00 a.m. to 3:00 p.m.

Section 17.02 The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees in continuous operations and for employees engaged in unusual operations, who shall be covered by Department Work Rules.

Section 17.03 Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a normal work day, beginning with the starting time of the employee's work shift.

Section 17.04 Except for emergency situations, the work schedule shall not be changed until the City and the Union have reached a mutual agreement on said change.

Section 17.05 An employee may exercise his classification seniority to transfer from one workweek to another workweek, within his classification and location. When an opening occurs, the City shall post a notice of the opening and the workweek involved for five (5) consecutive workdays. During the posting period, such employees must make written application (on forms provided by the City, with a copy provided to the employee) for the posted opening. At the conclusion of the fifth day, the opening shall be awarded to the most senior employee making application.

Section 17.06 An employee may exercise his job classification seniority to transfer from one shift to another shift, within his classification within his location. When an opening occurs, the City shall post a notice of the opening and the shift involved for five (5) consecutive workdays. During the posting period, such employees must make written application (on forms provided by the City, with a copy provided to the employee) for the posted opening. At the conclusion of the fifth day, the opening shall be awarded to the most senior employee making application for said opening.

Section 17.07 All employees, except as otherwise provided in the Article, who work a regular work day shall be allowed not less than twenty (20) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules with the Union.

Section 17.08

A. The lunch period for employees of the Park Department will consist of the sum of twenty (20) minutes lunch, fifteen (15) minute morning break time and fifteen (15) minute lunch period. As a result, employees shall not be entitled to morning or afternoon breaks.

B. The lunch period for employees in the Service Departments shall consist of the sum of twenty (20) minutes lunch and fifteen (15) lunch period. As a result, such employees shall only be entitled to a morning break.

C. Lunch period for clerical and administrative employees shall consist of the sum of thirty (30) minutes lunch, fifteen (15) morning and a fifteen (15) minute break for a total of sixty (60) minute lunch period. As a result, such employees shall not be entitled to morning or afternoon breaks except as provided by State and Federal regulations.

Section 17.09 Except as otherwise provided in the Article, there shall be two (2) fifteen (15) rest periods on each shift each workday. The rest periods, to the extent practicable, will be scheduled

during the middle two (2) hours of each half shift. Coffee breaks will be taken at the nearest restaurant to the job site, and will not necessitate returning to the shop.

Section 17.10 When an employee works beyond his regular quitting time, such employee shall receive a fifteen (15) minute rest period if the employee works two (2) hours, but less than four (4) hours, for each four (4) hour period. In addition, a fifteen (15) minute paid meal period if the employee works four (4) hours or longer.

Section 17.11

A. All employees in the job classifications covered by this Agreement shall receive one and one-half (1 ½) times their regular rate of pay for all hours paid in excess of forty (40) hours in one (1) work week during the period provided in Section 2, of this Article.

B. All employees in the job classifications covered by this Agreement shall receive one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of eight (8) in one (1) day during the period of the start of his shift to the beginning of his next shift.

C. All paid holiday hours and paid vacation hours and paid sick leave shall be counted as hours worked for the purpose of computing overtime. (For example: if an employee regularly works Monday through Friday and the holiday fall on Thursday and the employee works full days on Monday, Tuesday, Wednesday, Friday and Saturday, the employee shall receive time and one-half (1 ½) for all hours worked on Saturday.

D. Employees of the bargaining unit may, at the employee's discretion, be compensated for overtime work in the form of compensatory time in lieu of actual cash payment for such overtime work. Compensatory time shall be earned and credited at the equivalent overtime rates.

An employee who elects to receive compensatory time in lieu of cash may accumulate such time up to a maximum of two hundred forty (240) hours. Use of such time shall be at the employee's discretion provided that the employee notifies his/her supervisor at least forty-eight (48) hours in advance of such usage. Use of more than sixteen (16) consecutive hours of compensatory time shall require at least one (1) week advance notice of usage.

Section 17.12 If an employee works on any holiday provided herein, such employees shall be compensated at the rate of time and one-half (1 ½) for each hour's work on that holiday, in addition to his regular holiday pay. Compensation for Christmas Day and Thanksgiving Day shall be at two (2) times the rate of pay for each actual hour worked, in addition to the regular holiday pay. However, the employee must work the scheduled day before and the scheduled day after a holiday to receive holiday pay unless employee is on pre-approved vacation or pre-approved comp, workers comp, or on approved long illness or sick leave.

Section 17.13 **Callouts / Scheduled Overtime:**

(A) Callouts – Callout time is defined as being recalled to work after the employee has completed his regular workday and has left the department. Pay for such callout time shall be as follows:

A minimum of four (4) hours pay at the employee's straight time hourly rate of pay for callouts of ninety (90) minutes or less in duration. A minimum of four (4) hours at one and one-half (1 ½) times the employee's hourly rate of pay for callouts of more than ninety (90) minutes in duration or the appropriate premium rate of pay for all hours worked, whichever is greater. Employees who are called out under this Section 13 shall be required to remain at work until such time as all work related to the callout has been completed. Upon completion of the work, employees shall notify the Niles Police Dispatch Unit and ensure that no other emergency work is available.

(B) **Scheduled Overtime** – The Employer shall notify members of the bargaining unit at least forty-eight (48) hours in advance of the need for scheduled overtime work. No overtime work shall be considered mandatory so long as there are sufficient qualified personnel available to perform the necessary tasks. In the event that there are insufficient qualified personnel then the work may be assigned in inverse order of seniority, least senior assigned first. This process shall continue until there are sufficient personnel assigned to perform the necessary tasks. This provision shall not apply to those employees who are on vacation, sick leave or any other authorized leave.

Section 17.14 All hours worked as overtime on Sunday shall be paid at the rate of double time. (Two (2) times the employee's hourly rate of pay)

Section 17.15 Overtime opportunities shall be equalized as much as possible within each department and classification, provided the employee is qualified to perform the work. Such equalization shall be accomplished by the end of each three (3) month period commencing January 1 of each year and ending December 31 of the same year. Each department shall maintain a log, to be updated and posted daily, for the management of such equalization. Overtime logs shall be in the form agreed to on October 29, 1987, and attached to the Appendix of this Agreement. A supervisor who requests that an employee work overtime shall enter into the log the day and time of such request, or the date and time the supervisor attempted to contact such an employee. Should an employee refuse or be unavailable for an overtime opportunity, he shall be charged (for equalization purposes) for such overtime hours as if worked. Sick time shall be considered as unavailability for equalization purposes. For the purpose of newly hired employees, any such employee shall be credited, but not paid, with the average amount of overtime within his department or classification for equalization requirements. The President, Vice-President, and Chief Steward of the Union shall have the right to inspect all overtime logs, including the callout records of the Niles Answering Service, or any other contracted service, provided they give the respective department head twenty-four (24) hours notice.

Section 17.16 All employees shall be required to ring in and out at the start and end of each work period. The City shall provide a time clock in as convenient as possible location for each department. Except for lunch periods and work-related duties, all employees must ring out when leaving the City premises and ring in when returning. Writing in of time will not be acceptable unless approved by the Service Director. Violations of this provision of Article 17.16 shall be subject to disciplinary action.

Section 17.17 Clean Up Time: In the event an employee is required to work in callout or overtime status until one hour prior to his regularly scheduled shift, the employee shall be allowed one hour of paid clean up time. Such time shall be allotted to the employees on a rotating basis to those employees involved so that there is available a sufficient workforce to cover emergency work, provided that in no case shall such rotation extend more than three (3) hours into the shift.

ARTICLE 18
MEAL PERIODS

Section 18.01 Meal Periods. Employees who are required to report to work two hours prior to their regular shift, or who continue working two hours past their normal quitting time, and are not permitted to leave the job site, during this two hour period for a break, shall be compensated with one (1) hour of pay at the employees regular rate of pay.

Section 18.02 If a service employee is required to work past the normally scheduled lunch break (12:00 – 12:35 p.m.) and is not given the opportunity to take a lunch break thirty minutes past the established meal period, said employee will be compensated for one (1) hour of pay at the regular rate of pay, with the approval of the Service Director or designee.

Section 18.03 Employees in the Park Department who work more than thirty (30) minutes of their regular lunch period shall be compensated one (1) hour of overtime for the first thirty (30) minutes or one and one-half (1 ½) times the amount of time over thirty (30) minutes and shall take the remaining time of period off for lunch.

Employees must have prior authorization from their immediate supervisor to be authorized to work beyond the start of the regular lunch period, or break period.

Section 18.04 The Employer agrees to furnish transportation to the nearest place where a suitable meal may be purchased or consumed, without loss to the employee for the time required for transportation and the consumption of the meal, not to exceed thirty (30) minutes total time.

Section 18.05 If an employee is called out to work after his normal quitting time, he shall, at the end of every five (5) hour period be entitled to a break period. If the employee is not afforded a break period, the employee will be entitled to one (1) hour of additional pay at straight time.

ARTICLE 19
TRAVEL AND SUBSISTENCE ALLOWANCES

All employees shall be reimbursed for travel and subsistence expenses at the following rates, upon written authority from the department heads and approval by the Directors of Public Service or Safety, prior to undertaking travel on official City business.

Upon completion of travel, proper vouchers as prescribed by the Auditor must be filed with the Auditor, signed by the department head.

Section 19.01 For payment on mileage basis, mileage shall be supported by established mileage records and must be submitted on forms subscribed by the Auditor.

A. For the use of privately owned vehicles, the employee shall be compensated at the current reimbursement rate for mileage as established by the State of Ohio.

B. For the use of common carriers, the actual amount expended shall be reimbursed.

C. Travel to and from work is expressly excluded.

Section 19.02 In addition to the travel expenses allowance, for travel that requires being away for the City overnight, reimbursement for subsistence expenses shall be allowed.

A. For actual expenses supported by detailed records and mandatory receipts, a maximum of one hundred dollars ($100.00) per day or thirty dollars ($30.00) per day in lieu of expenses shall be reimbursed. No reimbursement will be made for entertainment, tobacco or spirituous beverages.

B. When practical, expense and subsistence allowances shall be computed on one-half or one-quarter days, to reflect properly the time spent away from the City on official business. However, each overnight spent away from the City shall constitute at least one day.

Section 19.03 Authority for travel shall be by the appropriate department head, but within the departmental budget for such expenses.

Any official or employee receiving or entitled to receive a car allowance, car expense or mileage allowance while on official City business must submit his/her claim for reimbursement on a form subscribed and furnished by the Auditor. Should form shall include the date, destination, number of miles and the reason or purpose for traveling. An official or employee who is furnished with a City car will be reimbursed for the actual cost of gasoline, oil, tolls and parking upon presentation of receipted bills or invoices. Such officials or employees must use the City car when available. If any officially authorized City trip the mileage rate exceeds the current air coach fare, the current air coach fares will apply.

ARTICLE 20
SICK LEAVE / FUNERAL LEAVE

Section 20.01 Full-time bargaining unit employees shall each earn sick leave with pay at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service. Sick leave shall accumulate without limit except that no sick leave shall accumulate after more than three (3) consecutive days of sick leave usage.

Section 20.02 **Changing of Sick Leave.** Sick leave shall be charged in minimum units of one hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 20.03 **Uses of Sick Leave.**

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

1. Illness or injury of the employee or a member of his immediate family.

2. Medical, dental or optical examinations or treatment of the employee or a member of his immediate family which requires the attendance of employee, and which cannot be scheduled during non-working hours.

3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee; or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

4. Pregnancy and/or childbirth and other conditions related thereto, inclusive of leave for male employees of the care of the employee's wife and family during the postnatal period.

B. The definition of immediate family shall be the employee's or employee's spouse's: mother, father, child, step-child of a current marriage, brother, sister, spouse, grandparents, step parents or other person who stands in place of a parent (loco parentis).

Section 20.04 **Evidence Required for Sick Leave Usage.** The employer may require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, up to and including dismissal.

Section 20.05 **Notification by Employee.** When an employee is unable to report to work, he/she shall notify his immediate supervisor between one-half (½) hour prior and one-half (½) hour after the time he/she is scheduled to report to work on each day of absence, unless

emergency conditions make such notification impossible or unless other reporting arrangements have been made with the employee's immediate supervisor.

Section 20.06 **Abuse of Sick Leave.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in dismissal and refund of salary or wages paid.

Section 20.07 **Physician Statement.** If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the postnatal period.

Section 20.08 **Physical Examination.** The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay or disability separation. The cost of such examination shall be paid by the City. Should an affected employee seek a second opinion (at the employee's expense) and such second opinion contradicts that rendered by the Employer's physician, the two physicians shall mutually select another physician for a third opinion. The cost of the third examination shall be shared equally by the parties and the opinion of the third physician shall control.

Section 20.09 **Expiration of Sick Leave.** If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with provisions set forth in this Agreement.

Section 20.10 The Employer shall notify employees of their total accumulated sick leave credits and vacation hours each pay period by printing each employee's total accumulated credit on the respective employee's pay stub.

Section 20.11 The previously accumulated sick leave of an employee who has been terminated from the public service shall be placed to his credit upon his re-employment in the public service, provided he has not received compensation for unused sick leave at the time he separated from his previous service, and further provided that such re-employment occurs within ten (10) years of the date on which the employee was last terminated from public service.

Section 20.12 Bargaining unit employees shall be entitled to paid bereavement leave in accordance with the following, provided the employee attends services the day of the funeral:

1. Five (5) days in the instance of the death of an employee's spouse, mother, father, child, stepchild of a current marriage, step parent or legal guardian (loco parentis).

2. Three (3) days in the instance of the death of an employee's spouse's grandparents, grandchild, brother, sister, or and employee's mother-in-law, father-in-law, brother-in-law or sister-in-law.

3. One (1) day in the instance of the death of an employee's or employee's spouse's Aunt, Uncle, niece or nephew.

Bereavement leave, as provided in Section 20.12, shall be granted to an employee with pay at the employee's regular straight time rate of pay and such leave shall have no effect upon the employee's accumulated sick leave credits, provided the member attends services the day of the funeral, except when special circumstances exist where this is not possible, upon notification and approval of the Auditor.

Upon application for such leave an affected employee shall present to the Employer a newspaper obituary or other acceptable documentation which identifies the applicable relative for which such leave is sought.

Section 20.13 After an employee has exhausted his sick leave with pay, he may be granted, with approval of the department head and Director, a leave of absence without pay for a period not to exceed six (6) months because of the personal illness or injury, supported by medical evidence satisfactory to the department head and the Director. If the illness or injury continues beyond six (6) months, the City may grant additional leave of absence with the approval of the department head and the Director.

Section 20.14 Should an employee utilize no more that eight (8) hours of sick leave from January 1 to March 31 of any calendar year, he/she shall be entitled to a bonus of one hundred twenty-five dollars ($125.00) which will be payable no later than two (2) pay periods following the last day of that quarter of the year. This procedure shall continue for each remaining quarter of such calendar year (April 1 – June 30; July 1 – September 30; October 1 – December 31). Employees may opt to take sixteen (16) hours of compensated leave time in lieu of paid "sick bonus."

Absence due to a work related injury shall not disqualify an employee from utilization of the benefit. Use of more than five (5) consecutive days of work related injury pay in any quarter will disqualify the employee from receiving the sick leave bonus for that quarter.

ARTICLE 21
INJURY ON DUTY

Section 21.01 Every full-time bargaining unit employee shall be entitled to apply for benefits under this Article on account of sickness or injury, provided such disability was occasioned while in the direct line of duty and under such circumstances as would cause the injury or disability to be compensable under the Worker's Compensation Law of the State of Ohio.

Section 21.02 To apply for benefits under Section 1 hereof, written application shall be made to the Service Director, accompanied by a certificate from a registered physician stating that such

employee is unable to work and that such disability is the result or is concerned with the duties of such employee. It shall be the duty of the Director to approve or reject the application and, in doing so, he may require examination by a registered physician of his selection. Before any employee who has made application to the Service Director for benefits under this Article is entitled to receive any benefits under this Article, he shall first make application for Worker's Compensation Benefits from any compensation fund to which the City contributes. He shall also complete the injury on duty and reimbursement form provided by the City (see Appendix B). No employee shall be entitled to City-paid injury on duty benefits until this requirement has been completed.

Section 21.03 Pending the approval of the employee's application by Worker's Compensation, the employee shall receive full regular pay. If the employee's application is approved, the employee shall receive full pay for up to six (6) months or until such time as the first temporary total benefit payment is received or for a period of nine (9) months, whichever is greater, less any compensation for weekly benefits received from the State of Ohio Bureau of Worker's Compensation.

In no event shall be computed on the basis of forty (40) hours per week. Specifically excluded from payment authorized herein are temporary and seasonal employees.

Section 21.04 When the employee's application is approved, the Service Director shall place the employee on such benefit status. The employee will be paid his full benefits as provided in Section 21.03.

Section 21.05 In the event the injury or disability is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time or vacation time, unless such decision is overturned on appeal by a court of competent jurisdiction. If the employee does not have accumulated sick leave time or vacation time to cover either all or part of the rime off up to and including the date the claim is disallowed, then any monies paid to the employee by the City under this Article shall be repaid by the employee to the City in accordance with past practice. Should the employee quit, or be terminated by the Employer prior to total reimbursement of monies owed, The Employer shall use any available legal remedies to achieve complete reimbursement from said employee.

Section 21.06 In circumstances where an employee is eligible for light duty, the employee is required to apply for light duty due to an injury on the job or extended injury off of the job before any compensation can be paid. In cases where the physician does not allow light duty, the City can require its own physician to evaluate the employee at the employer's cost. In the event the opinions of the two physicians conflict, a third physician will be chosen and paid for by the City and that decision shall be binding. In any event, the employee must notify the City within seventy-two (72) hours of the injury occurring, of their physical/medical status. Within the next seventy-two (72) hours the employee must submit the light duty form completed by a physician to the employer.

ARTICLE 22
LABOR / MANAGEMENT CONFERENCE

Section 22.01 In the interest of effective communications, on a quarterly basis, upon the request of either party, a Labor/Management Conference shall be held. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. The meeting shall be at a mutually agreed date and time.

Section 22.02 The purpose of such meeting shall be limited to:

A. Discuss the administration of this Agreement;

B. Notify the Union of changes made by the Employer which affect bargaining unit employees;

C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;

F. Discuss ways to improve productivity and efficiency;

G. Discuss other issues by mutual agreement;

H. Items regarding health and safety.

Section 22.03 There shall be no more than three (3) Union representatives in attendance at the Labor/Management Conference. The parties may, through mutual agreement, invite others to attend and address a specific issue. Union representatives who are employees of the City shall not lose any pay or benefits as a result of attending such meetings.

ARTICLE 23
HOLIDAYS

Section 23.01 Employees shall be entitled to the following paid holidays:

New Year's Day	1st Day of January
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday of February
Good Friday	
Memorial Day	30th Day of May

Independence Day	4th Day of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veteran's Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	25th Day of December

Section 23.02 In the event any of the aforementioned holidays fall Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday the Monday immediately succeeding shall be observed as the holiday. In continuous operations, holidays shall be observed on the date they fall.

Section 23.03 Any work performed by a employee on any one of the days listed in Section 1 shall be paid at the rate of time and one-half for hours worked in addition to the holiday pay, except that if such holiday falls on a Sunday, any work performed by an employee shall be paid at the rate of double time for all hours worked, in addition to the holiday pay.

Section 23.04 Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holidays.

Section 23.05 Compensation for Christmas Day and Thanksgiving Day shall be at two (2) times the regular rate of pay for each hour actually worked, in addition to the regular holiday pay.

ARTICLE 24
VACATIONS

Section 24.01 Effective January 1, **2010**, the following schedule for vacations shall be observed for members of the bargaining unit:

Upon completion of 6 months service **but less than** 3 years	1 week (40 hours)
Upon completion of 3 years service through 6 years	**3** weeks (**120** hours)
Upon completion of 6 years service through 10 years	**4** weeks (**160** hours)
Upon completion of 10 years service through 15 years	**5** weeks (**200** hours)
Upon completion of 15 years service through 20 years	**6** weeks (**240** hours)
Upon completion of 20 years service through 25 years	**7** weeks (**280** hours)

Upon completion of 25 years service and each year thereafter	8 weeks (320 hours)

Section 24.02 Casual and part-time and summer employees shall not be entitled to a vacation as set forth herein and shall not be entitled to the benefits of this section.

Section 24.03 Upon termination of service, an employee of the City, entitled to receive vacation pay, such payment shall be made to the employee, or if such employee is deceased, to his surviving spouse, next of kin, or legal personal representative. An employee who is separated or terminated from the City will be entitled to pro-rated vacation time.

Section 24.04 Members of the bargaining unit shall be permitted to carry over one (1) week of vacation leave into the following year. Such carryover shall not exceed five (5) days. Carryover must be used in the following year. In the event an employee has been on an extended sick leave during the course of the year, they will be permitted to carry over the remaining accrued vacation after the pay out of the maximum in order to suffer no loss of vacation time. All carry-over must be used in the following year, with the exception of the "normal" carry-over of five (5) days. In this situation, all carry-over must have the approval of the Service Director.

Section 24.05 Approval of Vacation

A. In order to assure approval, block vacation requests (one week or more) must be submitted by **January** 31st of each year. Such requests shall be granted based upon departmental seniority, e.g. most senior in the department shall have first preference for vacation requests. The Department Supervisor will meet with each employee in their department in order of seniority, to discuss the employee's vacation preference for the calendar year. Employee vacation requests will be considered in the following order: One week (total of 40 hours, which may include a holiday pay) will be given preference over less than one week requests. Single full day requests will be given preference over half day requests.
The Department Supervisor shall post the approved vacation schedules in each department by March 1st of the calendar year.

B. Employee's who fail to submit vacation requests by January 31st, shall be permitted to select his/her vacation dates from the vacation dates which are than available. Block vacations which are not pre-scheduled as in A. above shall be granted on a first come first serve basis, according to the criteria set forth in sub-section A, except that when two or more employees make simultaneous requests for the same period then departmental seniority shall govern the selection as in A. above.

C. In normal situations, no more than two (2) employees in the same classification within the same department will be granted blocks of vacation during the same time period.

D. Approval of vacation requests of less than one (1) week shall be based upon the operational needs of the department and shall be granted on a first come first serve basis, except that when two or more employees make simultaneous requests for the same period then departmental seniority shall govern the selection as in A. above. No less than two (2) such requests shall be honored and no requests shall be unreasonably denied.

E. In the case of the classification of Secretary / Clerk and in those classifications and departments where there is only one individual in a classification, the granting of vacation shall be coordinated through, and be subject to final approval of the Director of Public Service.

F. Approval of vacation in the classifications referred to in E. above is subject to the provisions of this Article, except that approval shall be based upon classification seniority.

G. Vacation requests for the days prior to and following and/or following a holiday require a minimum of twenty-four (24) advance notification by the employee and shall be approved subject to the provisions of this Article.

H. Vacation time shall be granted in minimum units of one (1) hour, however vacation time will not be granted to cover time lost due to tardiness.

Section 24.06 **Payment for Unused Vacation**. Any employees entitled to three (3) or four (4) weeks of vacation may be paid at his/her regular hourly rate of pay for **up to 2 weeks** of vacation in lieu of time off. Any employee entitled to five (5) through **eight (8)** weeks of vacation may be paid at his/her regular rate of pay for **up to three (3)** weeks of vacation (in weekly increments only) in lieu of time off.

Section 24.07 **Vacation Refusal.** Subject to the provisions of Section 24.05 of this Article, if, for the convenience of the City, an employee is refused a block of vacation (three (3) consecutive days or more) the employee shall be paid that vacation time, plus all hours actually worked.

ARTICLE 25
LONGEVITY PAY/RETENTION INCENTIVE PROGRAM

Section 25.01 Longevity/Retention Incentive compensation is herein provided for each full-time employee of the bargaining unit as follows:

Effective January 1, 2007, for each year of employment as a full-time employee and on the basis of continuous service, the longevity compensation for each City employee shall be computed, on

the employees' hourly rate, beginning in the employee's sixth (6th) year of service according to the 2007 multiplier pay percentage scale, as currently utilized by the Safety Forces in the City of Niles. (See Addendum for example of multiplier).

The multiplier will be applied to the actual hourly rate, and does not include incentives. The multiplier will be applied once per year in January. If an anniversary date falls within the year, the retention incentive will be applied at the beginning of the year of the anniversary date.

The multiplier will be implemented at the completion of the fifth (5th) year of service, on the actual anniversary date, and increased in each January, thereafter.

Section 25.02 The City Auditor is hereby authorized to compute and pay such sum for each full year's service computed according to the provisions of Section 25.01.

Section 25.03 A break in service shall occur if an employee does not complete seven hundred fifty (750) hours of service during a continuous, twelve (12) month period computed from his anniversary date, provided that no break in service shall occur while an employee is on layoff or extended leave.

Section 25.04 Should any full-time employee by laid off and subsequently return to employment with the City, appropriate credit for computation purposes will be given for his prior service.

Section 25.05 In order to implement the above "multiplier scale", the Union and the City agree to reduce the number of pay scale/brackets listed in Appendix C (01/01/06), and will be replaced with a revised Appendix C reflecting the newly negotiated rates of pay by bargaining unit classification.

In reducing the number of pay scale/brackets, an additional "cents per hour" increase adjustment will be spread across bargaining unit pay rates.

ARTICLE 26
SEVERANCE PAY / RETIREMENT INCENTIVE

Section 26.01 Bargaining unit employees who have a minimum of ten (10) years of continuous employment with the City may elect to retire in accordance with the rules and regulations established by the appropriate retirement board.

Section 26.02 The Retirement Incentive Program shall be subject to the following conditions:

A. Employees who qualify for retirement under the Public Employees Retirement System of Ohio shall be offered a lump sum payment equivalent to one week's salary for each year of eligible service with the Public Employees Retirement System not to exceed twenty-five (25) years. Such payment shall be calculated by multiplying the employee's current hourly rate by 40 and then multiplying that product by the years of eligible service not to exceed twenty-five (25) years.

B. The incentive shall be offered to all eligible employees of the bargaining unit commencing with the employee who has the most service credit and continuing in descending order of service credit until such time as a minimum of five percent (5%) of the eligible bargaining unit employees avail themselves of the incentive or until such time as the list is exhausted, which ever is first.

C. Employees who are offered the retirement incentive shall determine whether or not to avail themselves of the program within ten (10) days of the offer. The decision of the employee shall be irrevocable, except that within thirty (30) days of the decision, the employee may reverse the decision. In the event said employee withdraws their option for the retirement incentive, the next eligible employee will be afforded the option.

D. Total service time, for the purposes of this Article, is defined as all service time including any previous military time, prior service time with PERS or any other Public Retirement System (SERS, STIRS, etc.)

E. For employees hired after November 1, 1996, total service time for the purposes of this Article is defined as time actually in the employ of the City of Niles from the last break in service, including any previous military time.

Section 26.03 Employees who elect to retire under the provisions of this Article shall be entitled to severance pay, in a lump sum amount, equal to their accrued by unused sick leave not to exceed five hundred eighteen (518) hours. In addition, these employees shall be entitled to a lump sum payment for accrued but unused sick leave in excess of five hundred eighteen (518) hours to a maximum of an additional seven hundred thirty (730) hours. This additional amount shall be calculated at the then current Federal Minimum Wage.
In the event an employee dies while actively employed by the City of Niles, the designated beneficiary, shall receive a lump sum payment for the amount of the accrued but unused sick leave, not to exceed five hundred eighteen (518) hours, to be paid by the City of Niles on or Before 30 days from the date of death.

Section 26.04 Employees who expect to retire under the terms of this Article shall send a non-binding letter of intent to the Employer and the Union prior to November 1, of each year.

Employees who elect to retire under the provisions of this Agreement shall notify the Employer and the Union in writing, at least thirty (30) days in advance of the projected retirement date.

Section 26.05 Excessive use of sick leave, absent a catastrophic illness, or qualifying illness according to the guidelines of FMLA, during the twelve (12) months prior to an employee's retirement date may disqualify the employee from receiving the severance pay outlined in Section 26.03 of this Article.

Section 26.06 Upon death of an employee while actively employed by the City, the designated beneficiary shall receive a lump sum payment for the cash equivalent of the employee's accumulated and unused compensatory time. Upon retirement of an employee, accumulated

compensatory time up to a maximum of 120 hours will be paid out in lump to the retiring employee within 30 days of the last worked day.

ARTICLE 27
MEDICAL BENEFITS AND INSURANCE

Section 27.01 The employer agrees to maintain in full force and effect coverage's for Health, Hospitalization Insurance, Optical, and Drug Prescription coverage's and benefits including major medical with employer assuming the payment of the premiums in full for employees under one new PPO coverage plan proposed by the employer for all employees of the City of Niles. Effective August 2004 for the duration of the contract.

Section 27.02 Effective May 1, 2007 the deduction for the prescription drug benefit plan shall be as follows:

Pharmacy Option:	Name Brand	$10.00 per prescription
	Generic	$5.00 per prescription
Mail Order Option	Name Brand	$3.00 per prescription
	Generic	$0.00 per prescription

If the prescription can be purchased under mail order option the employee will purchase the prescription under this option.

Health Care Cost Containment Committee – In an effort to provide the City with an opportunity to maintain the highest level of health care benefits and coverage to the Union, the parties agree to the following:

1. AFSCME Local 506 agrees to participate on the currently established Health Care Cost Containment Committee. This committee shall consist of seven (7) members, one from each of the City's five bargaining units, which will be at the sole discretion of the respective bargaining units and two (2) City officials, the Mayor and Auditor or their designees.
2. This committee shall meet at least six (6) times a year. The AFSCME representative of such committee will suffer no loss of pay, and if such committee meeting is scheduled for the normal work day, shall be paid at their regular rate of pay for their attendance at such meetings. The City Mayor shall serve as a co-chairperson and one member of the remaining six (6) committee members shall be voted to serve as the second co-chairperson. Each of the seven (7) members shall be entitled to a vote, and a majority vote will be controlling. Rules will be established and may include provisions for the substitution of an alternate representative, and/or the use of any advisor or consultant it deems necessary.

3. The Committee will investigate methods to contain the overall cost of health care. These methods may include, but not limited to, the reduction of benefits, establishing a bid

process, scope of final determination, as a method utilized to contain the overall cost of health care shall be vested to the sole responsibility of the committee.

4. In the event the committee finds health care available below the cost of the calendar year 2005, the monthly co-pay will stop and return to zero. The new estimated monthly cost must be below the 2005 average health care cost per month.

5. The City and AFSCME recognize that this committee does not have the authority to reduce any negotiated rider benefit (AFSCME Care Plan) that is currently in place.

The City and the Union agree that effective with the first full pay period in August, 2007 the employee will contribute, via payroll deduction, twenty-five $25.00 dollars per month towards the cost of the Major-Medical PPO coverage.

The City and the Union agree that effective with the first full pay period in January, 2008 the employee will contribute, via payroll deduction, thirty-five ($35.00) dollars per month toward the cost of the Major-Medical PPO coverage, for the duration of the contract.

In the event the Health Care Cost Containment Committee outcomes result in a less costly plan rated below the 2005 average cost, all co-payments agreed to will cease.

Section 27.03 The City shall provide to all workers (permanent and temporary) in the sewer, maintenance, water, waste water and light department and the meter readers, diphtheria inoculation, and Hepatitis B pre-screening, vaccination and after screening at no cost to the employee. The City's program may utilize the Niles City Health Department, any hospitalization coverage the employees already receive and/or area hospitals.

Section 27.04 The Employer, at no cost the employee, herein agrees to provide to each member of the bargaining unit a life insurance policy in the amount of $20,000.

The Employer, at no cost to the employee, will provide to each retiree of the City on Niles, who retires after January 1, 2001, a life insurance policy in the amount of five thousand dollars ($5,000).

Section 27.08 <u>Ohio AFSCME Care Plan</u>

Effective November 1, 1999, the City will contribute the sum of thirty-four dollars and fifty cents ($34.50) per month for each bargaining unit employee to the Care Plan for selected benefits as determined by the bargaining unit.

Section 27.09 Twice each year prior to July 1 of the current year and prior to January 1 of the following year and upon proof of alternative health, an employee may elect to waive family health insurance coverage. In lieu of such coverage, an employee electing this option shall receive an additional one hundred dollars ($100) per month in compensation. Employees who elect this option shall complete a standard form approved by the parties, and provided by the Employer. The completed form shall be returned to the Auditor before any such waiver

compensation shall be paid. In the event an employee loses the alternative health care coverage for any reason, that employee shall be enrolled in the Employer's normally provided health care plan as soon as is practicable following the proof of such termination. In no case shall the period be longer than forty-five (45) calendar days. Those employees wishing to enroll in the normally provided health care plan shall only be permitted to do so during the July 1 – January 1 periods above except in the case of a benefit termination. In no case shall the terms of this Section 27.11 apply to employees of the City of Niles whose spouses participate in the Employer's normal health insurance plan.

ARTICLE 28
WAGES /PERS PICKUP

Section 28.01 Effective January 1, 2010, all bargaining unit employees wage rates will remain the same.
Effective January 1, 2011, all bargaining unit employees wage rates will remain the same. If any other unit in the City of Niles receives any monetary benefit, the AFSCME bargaining unit members shall receive the same.

Effective January 1, 2012, all bargaining unit employees wage rates will remain the same. If any other unit in the City of Niles receives any monetary benefit, the AFSCME bargaining unit members shall receive the same.

Not later than September 1, 2010 a lump sum payment of $350.00 will be issued to each member who has completed the CPR/Defib. Class. Such training will be scheduled by the City during the employees' normal working hours.

In each successive year (2011 and 2012) of this contract, a $400.00 educational stipend will be paid to each member and the member attends the required class. Such payment will be received by the bargaining unit member no later than June 1st of each year.

Section 28.02 **PERS Pickup:** Effective May 1, 2007, the Employer shall pay on behalf of each bargaining unit employee nine percent (9%) of the employee's share of the PERS pension. Effective January 1, 2008, the Employer will pick up 9.5% of the employee's share of the PERS pension. Effective July 1, 2008 the Employer will pick up 100% of the employee's share of the PERS pension, in accordance with the rules of the Ohio Public Employees Retirement System (PERS).

Section 28.03 As of January 1, 1991, the City shall compensate all bargaining unit employees biweekly at the prevailing hourly wages with all differentials included as spelled out in the collective bargaining agreement. All vacation and sick leave accruals shall be reflected on each employee's pay stub on a biweekly basis.

Section 28.04 The hourly wages for each bargaining position are listed in Appendix "C" of this Agreement.

Section 28.05 Employees other than those employees of the Street Department, who are assigned to operate a dump truck (requiring a CDL), will receive an additional fifty cents ($.50) per hour for the duration of such assignment, subject to the approval of the Service Director or designee. It is understood by the parties, the amount of the employee's hourly wage and the amount of this premium shall not total an amount in excess of the regular hourly wage paid a Truck Driver/Operator assigned to the Street Department.

Section 28.06 Effective May 1, 2007, all truck driver/operators in the Street Department will receive a permanent fifty cent ($0.50) per hour increase adjustment to their hourly rate as compensation for the operations of all equipment in the Street Department.

Park Department employees will receive $0.50 per hour additional to their hourly rate for hours worked operating the Backhoe, not to exceed the Special Equipment Operator rate.
Section 28.07 **Daily Group Leader Rates:** Lineman assigned to work afternoon trouble truck shall be compensated at the rate of Group Leader for all hours worked. Effective May 1, 2007, any future lineman, permanently assigned to work the afternoon trouble truck will not be eligible for the Group Leader incentive.

Section 28.08 In the absence of the Tree Trimmer Leader, the most senior Tree Trimmer shall, on a daily basis, receive an additional $0.50 per hour for all hours worked excluding overtime assignments, subject to the approval of the Service Director or designee.

Section 28.9 **Temporary Pay Rates:** A bargaining unit employee shall be paid under the pay range of the bargaining unit job which the employee is called upon to perform, even though this is a temporary position for the employee. This sub-section shall apply only to specific cases; e.g., an illness of an employee or a vacation period of an employee and should not be interpreted to mean that each employee in the affected department shall be raised to the next highest position in the department. Bargaining unit "work-ups" are subject to the approval of the Service Director or designee.

Section 28.10 In the event any employee is required to temporarily fill a position, which bears a lesser pay scale, the employee, shall be paid at his regular rate. For temporary vacancies that occur for reasons other than those outlined in Section 28.10, such vacancies shall be filled on the basis of classification seniority within the affected department.

Section 28.11 Should the Employer determine a need exists to hire qualified individuals from outside the bargaining unit into the Lineman classification the procedures listed below shall be followed:

A. The Employer will meet with the Union to discuss the situation which gave rise to the Employer's belief the need to hire exists. The parties shall jointly investigate the situation and all alternative solutions shall be considered prior to any hiring.

B. Should it be determined by the parties that a need to hire from outside the bargaining unit does exist, the Employer may do so subject to the conditions outlined below:

1. All vacant Lineman Apprentice positions shall immediately be filled in accordance with Article 15 of the Collective Bargaining Agreement. The number of positions is determined to be not less than the number of positions set by the "Authorized Strength Ordinance" of the City of Niles, Ohio effective November 1, 1993, no less than the number of positions set in any subsequent "Authorized Strength Ordinance", whichever number is the greater. For the purposes of this Agreement, "vacant positions" shall be defined as the number of positions as determined above less the number of positions that are incumbent.

2. All incumbent Apprentices must satisfactorily complete the Apprentice Lineman Program in accordance with the conditions outlined in Section 28.14 of this Agreement.

3. All incumbent Apprentice Linemen shall, upon completion of the apprenticeship be promoted to the position of Lineman and shall be credited with one (1) additional day of classification seniority relative to any employee hired pursuant to Section 28.12 B of this Agreement.

4. Not withstanding the provisions of Section 28.13 C of this Agreement it is further agreed that those Apprentices incumbent in the program who, at the time of the hiring, have completed one-half (½) or more of the required time of the Apprentice Program, shall upon completion of the program be immediately promoted to the classification of Lineman subject to the seniority provisions outlined in B3 above. Should no such position be vacant the Employer shall create such a position and shall increase the authorized strength accordingly.

Section 28.12 No employee shall be promoted to the Lineman's Position without first serving the approved apprenticeship program within the City or its equivalency. The apprenticeship program shall consist of the following:

A. The following formula shall be used for calculation of hours: Only hours actually worked shall apply to total hours of completion. This shall include overtime hours. The only exception to the number of hours worked is that not more that forty (40) hours may be discounted for vacation nor more than ½ the paid holidays. Time keeping records shall be the responsibility of the apprentice and shall be submitted to the Director of Public Service for authorization. In the event of an extended leave due to illness or injury on duty, the affected employee must complete the required hours in each period required for promotion, but no loss of classification seniority shall result.

B. The Employer further agrees, that as each apprentice completes the required program, it will create either a Lineman's position or an intermediated step paid at a rate one half the difference between the eighth step and Lineman.

C. The Employer further agrees, that as each apprentice completes the required program, it will create either a Lineman's position or an intermediated step at a rate one half the difference between the eighth step and Lineman.

CITY OF NILES
GUIDELINES FOR APPRENTICE LINEMAN POSITION

Candidates for the Apprentice Lineman position will be evaluated prior to the awarding of the position, in the following areas:

1. The Superintendent of the Light Department will administer a general aptitude test. Employee must pass test before progressing to the next step.

2. Candidates will be given and must pass a physical agility test to include:

   a) Lifting of a crossarm into bucket.

   j) Hand a framed crossarm down from bucket.

   k) Carry ladder 100 feet to building, deploy it and climb to top. Disassemble and load back on truck.

   l) Climb to top of clock tower and back down.

   m) Deploy ladder in manhole. Climb down into manhole and back out. Put ladder away.

   n) Ride 60 feet in air, in bucket operated by Lineman.

3. Administration and one group leader will interview all job applicants. Applicants will be given an explanation, guidelines and expectations for successful completion of apprentice program. Apprentice positions will be awarded in accordance with Article 15, Section 15.01-15.11.

4. Individuals in the Apprenticeship Program are required to attend and successfully complete Climbing School. The City of Niles will be responsible for all costs involved, including lost wages.

5. Apprentice Lineman is expected to keep all bookwork current. In the event any apprentice falls behind in excess of three (3) tests, the City may place the individual on probation for forty-five (45) days, with the expectation of bringing all tests up to date. Failure to comply with these guidelines may result in disciplinary action, up to and including removal from the program.

6. Individuals in Apprenticeship Program will be on probation for a period of one year.

7. On the job training and bookwork must coincide with each other. Employees will be evaluated every three months by Light Department Superintendent, any other Light Department Supervision and Group Leaders affiliated with apprentice program. When an

employee is rated in the unsatisfactory range of six of the twelve categories of the employees status report, that report will serve as a warning. Any status report after the initial warning report that is rated unsatisfactory in six of the twelve categories will put the employee back into the first available open labor position. If trainee is disqualified before his 1-year probation is up he shall be returned to labor position in any department that is available. He also may bid any job following the bidding procedure if any bids are posted during the time he is to step down from his apprentice position.

8. Job applicant must sign agreement between administration and union agreeing to all of the above terms.

9. Individuals participating in the apprentice programs who resign from the **Program** or from the

City of Niles, any time after the first 30 days **or within 2 years of completion** of the program, will be responsible for repayment of any costs incurred by the City **(education, tools, climbing school, books, etc)**.

ARTICLE 29
MISCELLANEOUS PROVISIONS

Section 29.01 The City shall provide the Union with bulletin boards or exclusive space on existing boards or reasonable space at the following locations:

Street Department	1
Water Department	1
Light Department	1
Auditor's Office	1
Cemetery	1
Sewage Plant	1
Billing Office	1
Parks Department	1
Police Department	1

Section 29.02 Uniforms:

The City shall annually provide uniforms to all employees as mutually agreed upon between the Union and the departments involved.

The City shall provide annually, such special wearing apparel as required by the nature of the employee's work, and such wearing apparel as is necessary when they are required to work in rainy weather.

The City shall provide each new employee with an initial issue of the above described items and it shall be the duty of each employee to use normal diligence in their use and shall only have issued to him replacement of special wearing apparel and rainy weather gear approved upon return of worn out apparel.

Willful damage or loss shall obligate the employee to replace such apparel at the employee's expense.

An account in the amount of three hundred dollars ($300) shall be established each year with a local uniform provider for the purpose of the replacement of uniforms for the Records Clerk. This amount may be drawn upon on an "as needed" basis and the amounts shall directly be billed to the City of Niles Auditor's Office.

Section 29.03 Protective Clothing and Equipment: The City shall provide, on an annual basis, all employees protective clothing and equipment, such as, rain gear, rubber boots, gloves, caps, safety glasses, safety helmets, aprons, coveralls and other protective gear necessary to perform the work involved. Willful damage or loss shall obligate the employee to replace such apparel at the employee's expense.

Section 29.04 Health and Safety Committee: It is herein agreed by the parties to establish a joint health and safety committee based upon the guidelines established by the Niles Safety Committee and Cleveland State University during the Worker's Compensation pilot project of 1992 – 1993. The parties further agree to continue the aforementioned project until its conclusion.

Section 29.05 Calamity Days: It is hereby agreed that on days employees may not be able to report to work due to conditions upon which an emergency may be declared by proper National, State or Local officials, employees of the bargaining unit shall suffer no loss of pay.

Section 29.06 Meter Readers: Except when on vacation, employees who perform duties as meter readers shall be granted a weekly gasoline allowance for the use of their personal automobiles while discharging official business. Such allowance shall not exceed fifteen (15) gallons per week for meter reader.

Section 29.07 Contracting Out: The City agrees that work normally performed by employees in the bargaining unit shall not be contracted to another individual or independent contractor, provided that Employees in the bargaining unit are available and there is available the required equipment, and the task to be performed may be performed efficiently within the required time to complete such task or project. The City shall not contract work normally done by bargaining unit employees on layoff status.

Section 29.08 Tools. The City will continue to purchase tools for the general use of employees to be able to perform the job in a proper manner.

Section 29.09 Education Compensation: Any employee who desires to attend a college class in a subject that is directly related to the employee's position with the City of Niles, will have the Employer pay for said class tuition, provided the employee complies with the following:

1. Request for attendance must be made in writing to the employee's immediate supervisor, no later than thirty (30) days prior to the start of the class and the Board of Control must approve or deny any request.

2. Upon successful completion of the class, attaining a grade of "C" or better, the employee shall present to the Employer the employee's tuition statement and course grade, for tuition reimbursement.

3. Class attendance shall be on the employee's time and the Employer shall no t pay the employee for any time spent in class attendance.

4. To be eligible, employee must have completed one year of continuous service as a full time employee of the City prior to application.

The Employer shall complete the reimbursement to the employee within thirty (30) days of the employee's presentation of documentation.

Section 29.10 Commercial Driver's License: The Employer agrees to provide training and the ability for testing for all bargaining unit employees who desire to obtain a Commercial Driver's License (CDL). Any employee who does not desire this training shall provide, to the City and the Union, a written statement declining the opportunity for such training. Employees who avail them selves of the opportunity outlined above shall be reimbursed the difference between a regular Motor Vehicle Operator's License and the initial CDL, on a one time only basis.

Except as provided for in Article 15, Section 15.12, bargaining unit members will be denied the ability to promote due to not holding a valid CDL at the time of promotion if it pertains to the job. The Employer shall not be obligated for any cost of training or licensing if the employee previously refused such training opportunities. The Employer shall however provide any vehicle necessary for testing and such licensing.

No bargaining unit member shall be disciplined for refusing to operate any equipment which requires a certification the employee does not hold. To as great an extent as possible, alternative work assignments and/or employment within the same pay range shall be provided to those employees who are unable to pass a CDL certification.

Section 29.11 The Employer agrees to issue separate checks for all bonuses, vacation buy backs or any other payments outside the normal realm of hourly earning.

Section 29.12 The Employer agrees to provide, on an annual basis, Red Cross approved CPR classes to all employees desiring such training. The training shall be conducted during normal business hours of the City and shall be on City premises. The training shall be at no cost to the employee.

Section 29.13 Effective May 1, 2007, the parties agree that through attrition, the Laborer B (Utility Maintenance B) will be eliminated. The City and the Union now recognize the position of "Laborer" for what was previously known as Laborer C and Utility Maintenance B. A wage adjustment of $0.50/hour increase will be added to the Laborer C current scale and the new rate will be reflected in Appendix C. Bargaining Unit members currently holding such classification titles will maintain (grandfathered) the current title and job description for the duration of their employment.

The parties agree that the job description of the Laborer C and the Maintenance Utility Worker B will be combined, and will be known as a Laborer on a go forward basis.

ARTICLE 30

SEVERABILITY

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provisions herein is so rendered invalid, upon written request by either party hereto, the Employer and the Union will meet within two (2) weeks for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 31
DURATION OF AGREEMENT

Section 31.01

A. This Agreement shall be effective as of January 1, **2013** and shall remain if effect until 11:59 p.m. December 31, 20**13** unless otherwise terminated as provided herein.

B. If either party desires to modify or amend this Agreement, it shall give written notice to such intent no earlier than ninety (90) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such Notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

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

D. This Agreement shall remain in full force and effect during the period of negotiation of a new Agreement. Should such negotiation period extend beyond the expiration date of this Agreement, either party may terminate the Agreement with ten (10) day advance written notice to the other party and to the State Employment Relations Board (SERB).

Section 31.02 Should either party wish to amend or modify any of the provisions of this Agreement at a time other than that provided in this Article or Article 30, Severability, such proposed amendment or modification shall only be by the mutual written consent of the parties.

ARTICLE 32

P.E.O.P.L.E. CONTRIBUTION

Section 1. The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) too fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, Ohio Council 8, 6800 North high Street, Worthington, Ohio 43085. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had fair share deducted.

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

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

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

Upon receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members, the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract.

The Union agrees that it will indemnify and hold harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SIGNATURE PAGE

Signed this 1st day of May, 2013 at Niles, Ohio.

FOR THE CITY

Mayor Ralph Infante
Mayor, City of Niles, Ohio

Director of Public Services
City of Niles, Ohio

Charles Nader, Auditor

FOR THE UNION

John Altobelli, President
AFSCME Local 506

Mark Holmes, Vice-President
AFSCME Local 506

Cindy Clementi, Secretary
AFSCME Local 506

Deborha Bindas
Staff Representative
AFSCME Ohio Council 8
AFL-CIO

APPENDIX "A"
CHECKOFF AGREEMENT

APPENDIX "B"
AGREEMENT

The City of Niles, by and between its City Service Director, Employer and_____ its employee, agree as follows:

Whereas, the employee has been injured during the course of his/her employment with the City of Niles and has filed a claim for Worker's Compensation, said injury having occurred on or about
_____and the claim being numbered_____, and

Whereas, the employee desires and/or did desire to be paid regular compensation by the Employer while the employee is and/or was disabled as the result of the aforesaid injury and has filed with the State of Ohio Bureau of Worker's Compensation a claim for loss of wages during the employee's resulting for such injury. Now therefore it is agreed by the Employer and employee as follows:

That if the Employer pays and/or has paid the employee's regular compensation under pertinent City Labor Agreement during the period of the employee's disability aforesaid, such employee shall reimburse the Employer to the extent he/she is awarded Worker's Compensation for loss of wages when the same is received, and that the Employer will then give appropriate credit to such employee on the sick leave for which the employee was charged during his/her said period of disability.

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

CITY OF NILES, EMPLOYER

BY _____ _____
EMPLOYER

APPENDIX C

2010
WAGES

Classification	Year 1	Year 2	Year 3	Year 4
Laborer	$ 10.04	$ 11.47	$ 12.91	$ 14.34
Utility Maintenance B	$ 10.38	$ 11.86	$ 13.35	$ 14.83
Park Bldg. & Fac. Maint.	$ 10.64	$ 12.16	$ 13.68	$ 15.20
Athletic Field Maintenance	$ 10.64	$ 12.16	$ 13.68	$ 15.20
Custodian	$ 11.29	$ 12.90	$ 14.52	$ 16.13
Tax Clerk	$ 11.29	$ 12.90	$ 14.52	$ 16.13
Income Tax Investigator	$ 11.29	$ 12.90	$ 14.52	$ 16.13
Cashier Clerk/Floating Clerk	$ 11.29	$ 12.90	$ 14.52	$ 16.13
Cashier Clerk	$ 11.29	$ 12.90	$ 14.52	$ 16.13
Engineering Aide	$ 11.29	$ 12.90	$ 14.52	$ 16.13
Maint Grounds Keeper	$ 11.54	$ 13.19	$ 14.84	$ 16.49
Billing Clerk	$ 11.54	$ 13.19	$ 14.84	$ 16.49
Records Clerk	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Delinquent Accounts Clerk	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Secretary Building/Zoning	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Secretary Light	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Secretary Water Sewer Eng.	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Floater Secretary	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Secretary Health	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Secretary P&R/Housing	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Applications Clerk	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Treasury Clerk	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Auditors Clerk	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Delinquent Accounts Clerk	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Maintenance Grds Keeper Lic	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Groundman	$ 11.77	$ 13.45	$ 15.13	$ 16.81
Meter Reader	$ 12.24	$ 13.99	$ 15.74	$ 17.49
Utility Maintenance A	$ 12.24	$ 13.99	$ 15.74	$ 17.49
Waste Water A	$ 12.24	$ 13.99	$ 15.74	$ 17.49
Waste Water Operator N/L	$ 12.24	$ 13.99	$ 15.74	$ 17.49
Auto Mechanic	$ 12.43	$ 14.21	$ 15.98	$ 17.76
Asst. Auto Mechanic	$ 12.43	$ 14.21	$ 15.98	$ 17.76
E3 Operator	$ 12.43	$ 14.21	$ 15.98	$ 17.76
Improvements Inspector	$ 12.76	$ 14.58	$ 16.41	$ 18.23
Chief Clerk Income Tax	$ 12.76	$ 14.58	$ 16.41	$ 18.23
P&R Sec/Clerk of Council	$ 12.76	$ 14.58	$ 16.41	$ 18.23
Asst. to Business Manager	$ 12.76	$ 14.58	$ 16.41	$ 18.23
Working Crew Leader Park	$ 12.76	$ 14.58	$ 16.41	$ 18.23
Payroll Clerk	$ 13.02	$ 14.88	$ 16.74	$ 18.60
Park Chief Maintenance	$ 13.02	$ 14.88	$ 16.74	$ 18.60
Truck Driver Operator	$ 13.02	$ 14.88	$ 16.74	$ 18.60
Customer Service Water	$ 13.02	$ 14.88	$ 16.74	$ 18.60
Draftsman	$ 13.02	$ 14.88	$ 16.74	$ 18.60
Special Eqipment Operator	$ 13.24	$ 15.13	$ 17.02	$ 18.91
Storekeeper	$ 13.24	$ 15.13	$ 17.02	$ 18.91

Waste Water Operator 1	$ 13.46	$ 15.38	$ 17.31	$ 19.23
Working Crew Leader Cem.	$ 13.46	$ 15.38	$ 17.31	$ 19.23
Accountant	$ 13.46	$ 15.38	$ 17.31	$ 19.23
Head Auto Mechanic	$ 13.61	$ 15.55	$ 17.50	$ 19.44
Maintenace Mechanic	$ 13.61	$ 15.55	$ 17.50	$ 19.44
Waste Water Operator 2	$ 13.71	$ 15.67	$ 17.63	$ 19.59
Waste Water Operator 3	$ 13.94	$ 15.93	$ 17.92	$ 19.91
Tree Trimmer	$ 13.94	$ 15.93	$ 17.92	$ 19.91
Tree Trimmer Leader	$ 15.00	$ 17.14	$ 19.29	$ 21.43
Apprentice Lineman/Period 1	$ 11.30	$ 12.91	$ 14.53	$ 16.14
6 Months/Period 2	$ 11.77	$ 13.46	$ 15.14	$ 16.82
12 Months/Period 3	$ 12.29	$ 14.04	$ 15.80	$ 17.55
18 Months/Period 4	$ 12.67	$ 14.48	$ 16.29	$ 18.10
24 Months/Period 5	$ 13.06	$ 14.93	$ 16.79	$ 18.66
30 Months Period 6	$ 13.47	$ 15.39	$ 17.32	$ 19.24
36 Months/Period 7	$ 13.85	$ 15.83	$ 17.81	$ 19.79
42 Months/Period 8	$ 14.61	$ 16.70	$ 18.78	$ 20.87
Lab Technician	$ 15.26	$ 17.44	$ 19.62	$ 21.80
Intermediate Lineman	$ 15.00	$ 17.14	$ 19.29	$ 21.43
Lineman	$ 15.44	$ 17.65	$ 19.85	$ 22.06
Customer Service Light	$ 15.44	$ 17.65	$ 19.85	$ 22.06
Group Leader Light	$ 15.98	$ 18.24	$ 20.52	$ 22.80
Asst. Electrical Equip. Tech	$ 16.07	$ 18.37	$ 20.66	$ 22.96
Electrical Equipment Tech.	$ 16.99	$ 19.42	$ 21.84	$ 24.27

APPENDIX "D"
AFSCME OFFICIAL GRIEVANCE FORM

APPENDIX "E"
CURRENT UNIT LOCAL 506 – CITY OF NILES EMPLOYEES

LABORER
UTILITY MAINTENANCE MAN B
PARK BUILDING AND FACILITY MAINTENANCE MAN
ATHLETIC FIELD MAINTENANCE
CUSTODIAN
TAX CLERK
INCOME TAX INVESTIGATOR
CASHIER CLERK / FLOATING CLERICAL
CASHIER CLERK
ENGINEERING CLERK
RECORDS CLERK
BILLING CLERK
DELINQUENT ACCOUNTS COLLECTOR
SECRETARY / CLERK (BUILDING AND ZONING)
SECRETARY / CLERK (LIGHT DEPARTMENT)
SECRETARY / CLERK (WATER / SEWAGE AND ENGINEERING)
SECRETARY / CLERK (HEALTH DEPARTMENT)
SECRETARY / CLERK (PARK AND RECREATION / CLERK OF COUNCIL)
SECRETARY / CLERK (PARK AND RECREATION) HOUSING
APPLICATIONS CLERK
TREASURY CLERK
AUDITOR'S CLERK
DELINQUENT ACCOUNTS CLERK
GROUNDMAN
E3 OPERATOR / GROUNDMAN
METER READER
PARK CHIEF MAINTENANCE MAN
PAYROLL CLERK
UTILITY MAINTENANCE MAN A
AUTO MECHANIC
ASSISTANT AUTO MECHANIC /ASSISTANT MAINTENANCE MECHANIC
WASTE WATER OPERATOR (UNLICENSED)
LABORER/TREE TRIMMER APPRENTICE
TREE TRIMMER
TREE TRIMMER LEADER
STOREKEEPER
WASTE WATER OPERATOR 1
IMPROVEMENTS INSPECTOR
TRUCK DRIVER/OPERATOR
SPECIAL EQUIPMENT OPERATOR
CHIEF CLERK (INCOME TAX)
ASSISTANT TO THE BUSINESS MANAGER
WORKING CREW LEADER (PARK AND RECREATION)
CUSTOMER SERVICE MAN (WATER)
DRAFTSMAN

WASTE WATER OPERATOR 2
LAB TECHNICIAN
WASTEWATER/ASSISTANT SUP.
ACCOUNTANT
WASTE WATER OPERATOR 3
HEAD AUTO MECHANIC
MAINTENANCE MECHANIC
APPRENTICE LINEMAN
LINEMAN
CUSTOMER SERVICE MAN (LIGHT)
ASSISTANT ELECTRICAL EQUIPMENT TECHNICIAN
GROUP LEADER (LIGHT)
ELECTRICAL EQUIPMENT TECHNICIAN
GROUP LEADER CEMETERY

APPENDIX "F" – 1

MEMORANDUM OF UNDERSTANDING
COMMERCIAL DRIVER'S LICENSE FEES

It is herein agreed by the parties, that in addition to the provisions of Article 29, Section 29.10 of the Collective Bargaining Agreement, the Employer shall reimburse one-half (½) of any fees charged to any employee who obtains a Commercial Driver's License. Such reimbursement shall include all charges specifically related to fees required for any permits, testing, etc. needed to obtain such licenses.

Agreed this_____ day of _____ ,

For the Employer

For the Union

APPENDIX "H"

CERTIFICATION OF PHYSICIAN OR PRACTITIONER
(Family and Medical Leave Act of 1993)

1. Employee's Name:

2. Patient's Name (if other than Employee):

3. Diagnosis:

4. Date condition commenced:

5. Probable duration of condition:

6. Regimen of treatment to be prescribed (Indicate number of visits, general nature and duration of treatment including referral to other providers of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week.):

   a. By a Physician or Practitioner:

   b. By another provider of health services if referred by a Physician or Practitioner:

IF THIS CERTIFICATION RELATES TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER, SKIP ITEMS 7, 8 AND 9 AND PROCEED TO ITEMS 10 THRU 14. OTHERWISE, CONTINUE BELOW.

Check Yes or No on the lines below as appropriate.

	Yes	No	
7.	___	___	Is inpatient hospitalization of the employee required?
8.	___	___	Is employee able to perform work of any kind? (If "No" skip Item 9.)
9.	___	___	Is employee able to perform the functions of employee's position? (Answer after reviewing statement from Employer of essential functions of the employee's position, or if none provided, after discussing with employee.)

FOR CERTIFICATION RELATING TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER. COMPLETE ITEMS 10 THRU 14 BELOW AS THEY APPLY TO THE FAMILY MEMBER AND PROCEED TO ITEM 15.
Check Yes or No on the Lines below as appropriate.

	Yes	No	
10.	___	___	Is inpatient hospitalization of the patient (family member) required?
11.	___	___	Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation?
12.	___	___	After review of the employee's signed statement (See Item 14), is the employee's presence necessary or would it be beneficial for the cure of the patient? (This may include psychological comfort.)

13. Estimate the period of time care is needed or the employee's presence would be beneficial:

ITEM 14 IS TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE

14. When Family Leave is needed to care for a seriously ill family member, the employee shall state the care he or she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced leave schedule:

Employee Signature

Signature of Physician/Practitioner

Date_____

Type of Practice (Specialization if any)

APPENDIX "I"
PROMOTIONAL APPENDIX

Promotional Classification	Prerequisite
Head Mechanic	Asst. Mechanic
Group Leader	Lineman
Lineman	Apprentice Lineman
Tree Trimmer Leader	Tree Trimmer (min. 4 yr.exp.)
Sub Tech Leader,	Asst. Sub Tech Group or Lineman (6 yrs exp.)
Asst. Sub Tech Lineman	Group Leader or
Customer Service Light	Group Leader or Lineman
Afternoon Turn Trouble Man	Group Leader or Lineman
Class A	Class B
Apprentice Lineman	**Laborer (light), Storeroom Groundman**
Storeroom	**Laborer (light), Lineman Group Leader, groundman**

APPENDIX J

MULTIPLIER PERCENTAGE SCALE

MULTIPLIER	YEARS OF SERVICE
0.70	1
0.80	2
0.90	3
1.000	4
1.000	5
1.025	6
1.030	7
1.035	8
1.040	9
1.045	10
1.050	11
1.055	12
1.060	13
1.065	14
1.070	15
1.075	16
1.080	17
1.085	18
1.090	19
1.095	20
1.100	21
1.105	22
1.110	23
1.115	24
1.120	25
1.125	25+

APPENDIX "K"

CERTIFICATION OF PHYSICIAN OR PRACTITIONER
(Family and Medical Leave of 1993)

1. Employee's Name:

2. Patient's Name (if other than Employee):

3. Diagnosis:

4. Date condition commenced:

5. Probable duration of condition:

6. Regimen of treatment to be prescribed (indicate number of visits, general nature and duration of treatment including referral to other providers of health services. Include schedule of visits or treatment if it is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week):

   a. By a Physician or Practitioner:

   b. By another provider of health services if referred by a Physician or Practitioner:

IF THIS CERTIFICATION RELATED TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER, SKIP ITEMS 7, 8, AND 9 AND PROCEED TO ITEMS 10 THRU 14. OTHERWISE, CONTINUE BELOW.

Check Yes or No on the lines below as appropriate.

	YES	NO	
7.	___	___	is inpatient hospitalization of the employee required?
8.	___	___	Is employee able to perform work of any kind? (If "no" skip item 9)

9. ___ ___ is employee able to perform the functions of employee's position? (answer after reviewing statement from Employer of essential functions of the employee's Position, or if none provided, after discussing with Employee.)

FOR CERTIFICATION RELATING TO CARE FOR THE EMPLOYEE'S SERIOULSY ILL FAMILY MEMBER. COMPLETE ITEMS 10 THRU 14 BELOW AS THEY APPLY TO THE FAMILY MEMBER AND PRCEED TO ITEM 15.

Check yes or no on the lines below as appropriate.

10. ___ ___ Is inpatient hospitalization of the patient(family Member) required?

11. ___ ___ Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety or transportation?

12. ___ ___ After review of the employee's signed statement (see item 14), is the employee's presence necessary or would it be beneficial for the cure of the patient? (this may include psychological comfort.)

13. Estimate the period of time care is needed or the employee's presence would be beneficial:

ITEM 14 IS TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE

14. When Family Leave is needed to care for a seriously ill family member, the employee shall state the care he or she will provide and estimate of the time period during which this care will be provided, including a schedule if leave is to taken intermittently of on a reduced leave schedule:

Employee Signature

Signature of Physician/Practitioner

Date: _____

Type of Practice (specialization if any)

MEMO OF UNDERSTANDING BETWEEN CITY OF NILES AND AFSCME LOCAL 506

Addendum to Article 29.09: Education Compensation

The purpose of this addendum is to provide an opportunity to attend adult or evening classes, or classes of certification, workshops or training courses, or courses for college credit, when not in conflict with work schedules, provided the employee meets the requirements for enrollment as outlined in Article 29.09 – 4.

Such course work does not have to be directly related to the bargaining unit members current position, but must relate to the operations of the City of Niles, with the mutual benefit of improving current job skills or preparing employees for promotional opportunity. All costs of such classes shall be borne by the City.

When employer becomes aware of a position that will be vacated, posting of job requirements and skills will be made available to workforce in preparation of bid. Training will be made available to employee that qualifies under Article 15 – Appointments and Promotions. If applicant does not bid on vacant position, Employer will require reimbursement for training. Employee who attends training and passes, and bids successfully must serve at least one (1) year in position that was bid or reimburse the City.

All classes must be approved by the Service Director.

Classes must be requested at least a minimum of fourteen (14) days prior to class for approval.

Money must be available in each budget.

FOR THE CITY OF NILES

FOR THE UNION

DATE 10/31/03

NB 8-2-10

RI 8/2/10

7/30/10

JVG 7/30/10

APPENDIX M

UNION PROPOSAL
AFSCME LOCAL 506
AFSCME OHIO COUNCIL 8, AFL-CIO
CITY OF NILES

MEMO OF UNDERSTANDING

The parties agree that all Articles of the current Collective Bargaining agreement that are not introduced or revised by the current negotiations, shall carry forward to the successor Collective Bargaining Agreement.

FOR THE CITY

FOR THE UNION

DATE 3/22/07

RI 8/2/10

NB 8-2-10

8/2/10

DB 7/30/10

JVG 7/30/10

April 10, 2007

SIDE BAR AGREEMENT BETWEEN AFSCME LOCAL
AND
THE CITY OF NILES, OHIO

AFSCME UNION LOCAL 506, AND THE CITY OF NI[illegible]AVE [illegible]ED THAT FOUR (4) HOURS OF VACATION WILL BE [illegible]ED [illegible]S O[illegible] 10th, 2007 AND WILL BE USED FOR Dec. 31ST, 2[illegible] [illegible]E [illegible] BEFO[illegible] ~~CHRISTMAS~~. The CITY OF NILES WILL BE [illegible]NG [illegible]EMPL[illegible]YE[illegible] THE OTHER (4) HOURS FOR SET DAY OFF.

New years

FOR THE THREE (3) EMPLOYEES W[illegible]G A[illegible]E WW[illegible]24 HOUR OPERATION WILL RECEIVE FO[illegible] [illegible]O[illegible] OF PA[illegible] AT STRAIGHT TIME AT THE HOU[illegible]TE.

THE 31ST OF DECEMBER 20[illegible] [illegible]ILL [illegible]E UNDE[illegible] HOLIDAY. FOR PURPOSES OF AN EMERGE[illegible] SITUA[illegible] WE WILL REFER TO THE ARTICLE OF THE A[illegible]E C[illegible]ACT.

THE SIDE BAR [illegible]GRE[illegible] [illegible]OES [illegible] ANY PRECEDENT, IT IS ONLY FOR D[illegible]

REMOVED

MA[illegible]AL [illegible]E — UNION

DO[illegible]LD K. [illegible] — UNION
[illegible]IRE[illegible]OR

CHU[illegible] NADER, AUDITOR — UNION

UNION — UNION
April 11, 2007

DD 7/30/10
DUG 7/30/10

April 10, 2007

SIDE BAR AGREEMENT BETWEEN AFSCME LOCAL 506
AND
THE CITY OF NILES, OHIO

AFSCME UNION LOCAL 506, AND THE CITY OF NI[illegible] AV[illegible] REED THAT FOUR (4) HOURS OF VACATION WILL BE [illegible]ED AS [illegible] 10th, 2007 AND WILL BE USED FOR Dec. 24TH, [illegible] THE [illegible] BE CHRISTMAS. The CITY OF NILES WILL BE G[illegible] EMPLO[illegible] THE OTHER (4) HOURS FOR SET DAY OFF.

FOR THE THREE (3) EMPLOYEES W[illegible]NG A[illegible] HE W[illegible] 24 HOUR OPERATION WILL RECEIVE P[illegible] HO[illegible] OF P[illegible] AT STRAIGHT TIME AT THE HOU[illegible] RATE.

THE 24TH OF DECEMBER 2[illegible] WILL [illegible] BE UN[illegible] A HOLIDAY. FOR PURPOSES OF AN EME[illegible]NCY S[illegible]TION, WE WILL REFER TO THE ARTICLE OF TH[illegible]ESC[illegible] CONTRA[illegible]

THE SIDE BAR AGRE[illegible] DO[illegible]T ANY PRECEDENT, IT IS ONLY FOR D[illegible]TH [illegible]

M[illegible]RAL[illegible]A. I[illegible]TE[illegible] — UNION

D[illegible]LD K.[illegible] — UNION
S[illegible] DIRE[illegible]OR

CH[illegible] NADER, AUDITOR — UNION

UNION — UNION Apr. 11, 2007

REMOVED

DB 7/30/10
QUG 7/30/10

March 31, 2006

The Administration of the City of Niles and AFSCME Local 506 have reached an agreement removing the seniority of the two classifications of Tree Trimmer and Tree Trimmer Leader from the Light Department. These two classifications will now accumulate seniority in the "Tree Department."

As of this date any current employees holding these classifications will not be affected by this agreement.

This agreement only changes the department in which seniority is accumulated for these two classifications. For bidding purposes these classifications will not be considered Light Department employees, but as the Tree Department, as a stand alone department.

Deborha Bindas 4/4/06
Deborha Bindas
Ohio Council 8
Staff Representative

Ralph A. Infante
Ralph A. Infante
Mayor

Carol Pleiss
Carol Pleiss
President

Don Allen
Don Allen
Service Director

John Altobelli
John Altobelli
Vice-President

Eric Marino
Eric Marino
Chief Steward

ND 8-2-10
RAI 8/2/10
8/2/10
DD 7/30/10
DUG 7/30/10

MEMO OF UNDERSTANDING

City of Niles
And
AFSCME Local 506
And
AFSCME Ohio Council 8 AFL-CIO

RE: Contract Extension

The above referenced parties agree that the current Collective Bargaining Agreement which expires on December 31, 2012 will be extended in its entirety until March 31, 2013. The parties also agree that any improvements that are negotiated in the successor agreement will be retroactive to January 1, 2013.

All articles will remain as written and will have full force and effect.

For the City	For the Union
	Bernita Burden, Staff Rep

Date 2-28-13

Tentative Agreement

City of Niles, Ohio
And
AFSCME Local 506
And
AFSCME Ohio Council 8, AFL-CIO

March 12, 2013

RE: Amendment to Term of Agreement

It is hereby agreed by and between the City of Niles, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local506 , AFL-CIO, hereinafter referred to as the "Union" agree to the following:

Upon ratification by the membership of AFSCME Local 506, the parties agree that the current Collective Bargaining Agreement which expired on December 31, 2012 will "roll over" in its entirety for a period of one (1) year.
The new expiration date will be December 31, 2013.
All terms and conditions of the current Collective Bargaining Agreement shall remain in full force and effect.
Therefore the parties agree that the only modification to the current collective bargaining agreement will be contained in Article 39- Duration.

For the City

For the Union

Date 4/5/13

Tentative Agreement

City of Niles, Ohio
And
AFSCME Local 506
And
AFSCME Ohio Council 8, AFL-CIO

March 12, 2013

RE: Amendment to Term of Agreement

It is hereby agreed by and between the City of Niles, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local506 , AFL-CIO, hereinafter referred to as the "Union" agree to the following:

Upon ratification by the membership of AFSCME Local 506, the parties agree that the current Collective Bargaining Agreement which expired on December 31, 2012 will "roll over" in its entirety for a period of one (1) year.
The new expiration date will be December 31, 2013.
All terms and conditions of the current Collective Bargaining Agreement shall remain in full force and effect.
Therefore the parties agree that the only modification to the current collective bargaining agreement will be contained in Article 39- Duration.

For the City

Ralph Hunter

Neil A. Buccini

Date 4/5/13

For the Union

John V Attolli

Robert Wardl

Mark Holman

Diane Bunday Staff Rep