STATE EMPLOYMENT
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# AN AGREEMENT

**between**

## THE CITY OF NORTH RIDGEVILLE, OHIO

**and**

## AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3442

Effective: January 1, 2014

Expires: December 31, 2016

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## ARTICLE I
## PURPOSE

1.01 This Agreement is made between the City of North Ridgeville hereinafter referred to as the "Employer," and Ohio Council 8 and Local No. 3442 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

1.02 The male pronoun or adjective used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit. The purpose of the Agreement is to provide a fair and responsible method of enabling the employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, including rates of pay, wages, hours, and working conditions and to establish a peaceful procedure for the resolution of all differences between the parties.

## ARTICLE 2
## UNION RECOGNITION

2.01 The Union is recognized as the sole and exclusive representative for the duration of the Agreement for all employees in the bargaining unit, for the purpose of establishing wages, hours, and other terms and conditions of employment for all employees occupying the positions listed on Appendix A, attached hereto.

2.02 In connection with any attempt by the Union to organize the Employer's non-union employees, the Employer and the Union mutually recognize that Ohio law guarantees workers the right to form, join, or select any labor organization to act as the workers' exclusive bargaining representative for the purpose of collective bargaining with the Employer, or to refrain from such activity.

2.03 If the Union provides written notice to the Employer of its intent to organize the Employer's unorganized non-exempt employees, the Employer will not interfere with or deny the Union access to premises during the unorganized non-exempt employees' duty free time.

## ARTICLE 3
## NON-DISCRIMINATION

3.01 The Employer and the Union agree that there shall be no discrimination against any employee on account of race, color, religion, national origin, age, sex, or disability.

3.02 The Employer recognizes the rights of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

3.03 All employees of the Employer within the bargaining unit shall receive equal treatment and share in any and all benefits as provided herein. Nothing in this Agreement prohibits differential treatment among bargaining unit members if it is specifically set forth in this Agreement.

## ARTICLE 4
## MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: (a) hire, discharge, transfer, suspend, and discipline employees for just cause; (b) determine the number of persons required to be employed or laid off; (c) determine the qualifications of employees; (d) determine the starting and quitting time and the number of hours worked by its employees; (e) make any and all reasonable rules and regulations; (f) determine the work assignments of its employees; (g) determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (h) determine the type of equipment used and the sequence of work processes; (i) determine the making of technological alterations by revising either process or equipment or both; (j) determine work standards and the quality and quantity of work to be produced; (k) select and locate buildings and other facilities; (l) establish, expand, transfer and/or consolidate work processes and facilities; (m) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity or effect or change in any respect to legal status, management, or responsibility of such property, facilities, processes of work; and (n) terminate or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

## ARTICLE 5
## UNION REPRESENTATION

5.01 The Union shall furnish the Employer with a written list of the Stewards and their alternate indicating which area each is assigned, and shall promptly notify the Employer in writing of any changes.

5.02 Employees selected by the Union to act as Union representatives for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as "Stewards." Each Steward shall have an alternate who shall act as the Steward when the Steward is absent from work. The Employer will recognize one (1) Steward in each of the following areas:

Area 1. Service Area, Grounds & Maintenance;
Area 2. French Creek Waste Water Treatment Plant;
Area 3. City Hall, Senior Center, Parks & Recreation.

5.03 No one shall be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

5.04 The Stewards shall represent all bargaining unit employees in their area and will be allowed up to one-half (½) at the end of the work shift to investigate, and process grievances without loss of pay, provided the Steward and/or Local President receives written authorization from his supervisor, such authorization shall not be unreasonably denied.

5.05 To secure pay for time off afforded by the Employer during their regularly scheduled working hours under this Article, the above mentioned Stewards may be required to use the authorization forms which will be provided by the Employer for the accounting of such time.

5.06 Grievance hearings or other necessary meetings between the Employer and the Union will be scheduled by mutual agreement of both parties. If such hearings or meetings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearings or meetings. Employees shall be considered on duty and required to respond to emergencies during such hearings or meetings.

5.07 The use of Employers equipment, machines and property to aid in any manner the activities of the Union is prohibited unless specifically authorized by the Agreement or approved in advance by the Safety-Service Director. These include, but are not limited to use of typewriter, copy machine, duplicating machine, computer, Xerox machine, printer, use of Employer paper and the use of Employer vehicles.

5.08 The official personnel file will be located in an office designated by the Safety-Service Director. Employees may inspect their personnel file during non-working hours upon giving the Employer reasonable advance notice and an Employer representative being present.

5.09 At the Union request, the Employer agrees to provide the Union President, Vice-President, Secretary-Treasurer, Recording Secretary, and a maximum of three Union Stewards with super seniority for the purposes of layoff or reduction in force during the terms of their respective offices.

## ARTICLE 6
## NO STRIKE/NO LOCKOUT

6.01 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services essential to the public health, safety and welfare of the citizens of the City of North Ridgeville.

(A) The Union agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone, or participate in any other strike, work stoppage, sick out, walkout, slowdown, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union by certified mail that any of its members are engaged in any such activity, as outlined as above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and shall encourage all employees to immediately return to work. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such interruption of operations or services as previously outlined may be discharged or have other disciplinary action taken.

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

6.02 Nothing herein shall restrict any statutory rights of the Employer or Union to act in regard to an illegal strike by its employees.

## ARTICLE 7
## DUES CHECK-OFF

7.01 The Employer agrees to deduct regular Union membership dues per month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Auditor by the Secretary-Treasurer of the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues with the next payroll period in which the Employer received the authorization. Payroll deduction authorization shall be on the form provided by the Union and approved by the Employer.

7.02 It is specifically agreed that Employer assumes no obligation, financial or otherwise arising out of the provision of this Article and the Union hereby agrees that it will indemnify and hold harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

7.03 In conjunction with notification to the local Union Secretary-Treasurer, the Employer shall be relieved from making such dues deductions upon the employee's (a) terminating of employment; or (b) transfer to a job other than the one covered by the bargaining unit; or (c) layoff from work; or (d) an agreed leave of absence; or (e) revocation of the check-off authorization by the employee; or (f) resignation by the employee from the Union.

7.04 The Employer shall not be obligated to make dues deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

7.05 It is agreed 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 ten (10) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agents only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

7.06 Two (2) weeks advance notice must be given by the Union to the City Auditor prior to making any changes in the amount of an individual's dues deduction. The Employer agrees to transmit Ohio Council 8 a warrant in the aggregate amount of the dues deduction within ten (10) days after such deductions are to be made. All bargaining unit employees who are not members of the Union shall pay a fair share fee to the Union, in accordance with Ohio Revised Code 4117. Employees hired after January 1, 1987 who do not become members of the Union shall pay a fair share fee, effective sixty (60) days from the employee's date of hire as a condition of employment. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions herein.

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

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

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

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

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

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

## ARTICLE 8
## BULLETIN BOARDS

8.01 The Employer shall provide the Union with bulletin boards in each area listed in 5.02.

8.02 All Union notices, which appear on the bulletin boards, shall bear the written approval of the Union President and shall relate to items or interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

(A) Union recreational and social affairs;
(B) Notice of Union meetings;
(C) Union appointments;
(D) Notice of Union elections;
(E) Results of Union elections;
(F) Reports of non-political standing committees and independent non-political standing committees and independent non-political arms of the Union; and
(G) Publications, rulings or policies of the Union.

All other notices of any kind not covered in (a) through (g) above, must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

(A) Personal attacks upon any other member or any other employee;
(B) Scandalous, scurrilous or derogatory attacks upon the Administration, or County Officials;
(C) Attacks on any other employee organization; and
(D) Attacks on and or favorable comments regarding a candidate for public or Union office, or for office in another employee organization.

8.03 The Employer agrees to maintain Union bulletin boards when damaged or wear is caused by normal wear and tear.

8.04 The Employer shall allow a mailbox for Union purposes to be located in each area, which shall be maintained and replaced by the Union.

## ARTICLE 9
## PROBATIONARY PERIOD

9.01 All newly hired employees will be required to serve a probationary period of one hundred twenty (120) calendar days. During said period, the Employer shall have the right to discipline or discharge such employees and any such action shall not be appealable through the Disciplinary, Grievance or Arbitration Procedures herein contained or to any Civil Service Commission. During their probationary period employees shall not be paid for personal days, bereavement, merit time, or holidays. If an employee is discharged during their probationary period they shall not be eligible to be paid for any accrued but unused vacation, personal days, or merit time.

9.02 It is the intention of the parties that, pursuant to ORC 4117.10(A), the North Ridgeville Civil Service Commission shall not have the authority to exercise jurisdiction in any matter over the members of the bargaining unit

9.03 If a new employee is discharged or quits while on probation, and is later rehired, he shall be considered a new employee.

## ARTICLE 10
## SENIORITY

10.01 Only regular full-time employees of the Employer shall have seniority. Students and summer employees shall have no seniority rights. Regular part-time employees shall only have seniority as it relates to other part-time employees.

10.02 For regular full-time employees, seniority shall mean an employee's uninterrupted length of continuous service with the Employer measured from his last hiring date as a regular full-time employee, along with continuous full-time employment with the State at the French Creek Treatment Plant immediately prior to its acquisition by the Employer. For regular part-time employees, seniority shall mean an employee's uninterrupted length of continuous service as a regular part-time employee with the Employer. Employees who go from regular part-time to full-time employment with the Employer without interruption of service will have their part-time service pro-rated to determine their seniority for vacation and longevity eligibility only. An employee shall have no seniority for the probationary period provided in paragraph 9.01, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

10.03 The Employer shall provide the Union with a copy of the Seniority list(s) and these lists shall be updated every six (6) months by the City Auditor's Office. The Seniority lists shall be made up by classifications and shall contain date of hire, the name, area and classification seniority date of each employee.

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

(A) Quits or resigns;
(B) Is discharged for just cause;
(C) Is laid off for a period equal to the amount of seniority held at the time the lay-off begins, or thirty (30) consecutive months, whichever is less;
(D) Fails to report to work within ten (10) calendar days when recalled from lay off by certified mail addressed to the employee's last known address as shown in the Employer's records, unless the employee is unable to work due to medically proven disability;
(E) Is absent without report for three (3) consecutive work days, unless the employee has a reasonable excuse for failing to report. Disciplinary action may be taken.

10.05 The Employer shall advise the Union in writing of additions to or deletions from the seniority list at the end of each pay period. A copy of the list of additions and/or deletions will be sent to the Local Union President and the Local Union Treasurer.

## ARTICLE 11
## PROMOTIONS AND JOB BIDDING

11.01 The Employer will determine when a vacancy exists or a new position is to be created and/or whether the vacancy or new position is to be filled.

11.02 Vacancies and/or newly created positions within the bargaining unit shall be posted on the bulletin board in each area for a period of five (5) working days. The posting shall include the following:

(A) Position job title;
(B) The area to which the job is assigned;
(C) Scheduled shift;
(D) The current rate of pay;
(E) The current duties of the job;
(F) Minimum qualifications for the job;
(G) Beginning and ending dales of the posting period.

11.03 The Employer shall provide the Union a copy of each new vacancy posting as they occur.

11.04 Employees shall place their application (bid) for the position in writing to the Safety-Service Director on a form provided by the Employer. The Employer shall not be required to, consider applications filed after the required posting period.

Additionally, the Employer will accept applications from bargaining unit employees for lateral and downward transfers, both within and out of their present area, when applications for job bids have been posted. The employee must meet the minimum qualifications for the position sought. If the employee is within the area and meets the minimum qualifications for a downward transfer, he will be awarded that position in preference to other bidders from outside the area and to other bidders with less seniority within the area. Downward transferees shall receive the rate of pay of the position requested.

11.05 Timely filed applications will be reviewed by the Employer; only those applications, which meet the minimum qualifications for the job, will be considered. The Employer will then consider experience, skill, ability and seniority of each applicant. If two (2) or more employees are equal, seniority, as defined in Section 6, shall govern.

11.06 Employees currently assigned to the Department in which the job vacancy occurs shall be given first consideration for filling the vacancy. Department seniority shall take precedence over Employer wide seniority.

11.07 If the Employer fills the position, the successful bidder under paragraphs 11.05 and 11.06 shall be awarded the vacant position, within thirty (30) working days after the ending date of the posting period. An employee awarded a job under this Article will be required to satisfactorily complete a promotional probationary period of ninety (90) calendar days. He will be considered to have satisfactorily completed his promotional probationary period, if at the end of the ninety (90), calendar days the Employer feels he can perform the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his record as to quality of work meets the standard applicable to the job. If an employee fails to successfully complete the promotional probationary period, the position shall be considered open and shall be awarded to the next eligible member of the bargaining unit who had bid for the position. An employee who fails to qualify under this Section shall be returned to his former job. Such a return is not appealable under the grievance or arbitration procedures herein contained or to any Civil Service Commission.

11.08 No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period.

11.09 The term promotion, for the purpose of this Agreement, shall mean the act of placing an individual in a classification within the, bargaining unit, which carries a higher salary range than that previously held. The Employer agrees that any employee who is promoted to a higher classification shall be placed, in the non-probationary pay step of the new classification closest to the employee's present pay that gives the employee a pay increase.

11.10 In the event that there are no successful bids in any of the areas in the bargaining unit, the Employer is then free to fill the opening through any other procedure.

11.11 All Sections and Sub-Sections in this Article shall, during periods of lay off, be applied in accordance with the provisions of the lay off and recall procedures.

## ARTICLE 12
## LAY-OFFS

12.01 Whenever it is necessary for the Employer to reduce its forces, the employees within the bargaining unit to be reduced will be laid off in the following order:

(A) Students, seasonal or temporary employees;
(B) Employees within the classification affected who have not completed their probationary period;
(C) Regular part-time employees within the classification affected who have completed their probationary period;
(D) Regular full-time employees within the classification affected who have completed their probationary period;

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

12.02 Whenever practicable, a regular full-time employee shall be given a minimum of two (2) weeks advance notice of a lay off.

12.03 In the event an employee is laid off, he shall receive payment for any earned but unused vacation as quickly as practicable, but no later than fourteen (14) calendar days after the layoff.

12.04 Employees shall he laid off on the basis of their seniority within their classification. When the seniority or service of two (2) or more employees is equal, employees shall be laid off at the Employer's discretion, with the most qualified employee to be retained. In the event an employee cannot hold his present classification, he shall have the right to "bump" an employee with lesser seniority in an equal or lower rated classification within the bargaining unit, provided the employee has the ability to do the work of the classification.

## ARTICLE 13
## RECALL FROM LAY-OFF

13.01 All employees shall be recalled to their classification in reverse order of their lay off. An employee on lay off will be given ten (10) days' notice of recall from the date on which the Employer sends the recall notice to the employee by certified mail (to his last known address as shown on the Employer's records). This period may be extended at the Employer's discretion.

## ARTICLE 14
## TEMPORARY TRANSFERS

14.01 A temporary transfer shall not exceed sixty (60) calendar days during a calendar year except; 1) to fill a vacancy caused by an employee's sick leave or other approved leave of absence, 2) to provide vacation relief scheduling and 3) to meet emergency conditions which may exist.

14.02 If an employee is assigned to work in a classification other than his own, he shall receive the higher of the two (2) rates between his regular rate and the rate of the other classification. If he is in a higher paying classification, he shall receive the higher rate for all time worked in the classification.

If the employee is transferred temporarily into a higher classification, he shall receive a non-probationary step in the higher class, which guarantees at least an increase in pay of a minimum of thirty-five cents ($0.35) per hour or the rate of the highest step, whichever is greater.

14.03 Senior employees shall be permitted to refuse to accept a temporary transfer to either another shift or another classification if there is a qualified less senior employee to fill the position.

14.04 When the Employer temporarily replaces a foreman with a bargaining unit employee, employee will be assigned to act in a lead capacity and receive the same rate as a Chief Operator. The employee will retain all benefits guaranteed under the collective bargaining agreement.

## ARTICLE 15
## HOURS OF WORK

15.01 (a) The normal work hours for regular full-time employees of Service area shall be forty (40) hours of work in five (5) consecutive days of eight (8) consecutive hours each day, during the period starting 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday. The day shift hours for the Service Garage to be: 7:00 a.m. to 3:00 p.m., (paid 1/2 hour lunch) Monday through Friday.
(b) A City Hall employee may be scheduled by the City to start his/her shift as early as 7:00 a.m. or end as late as 5:00 p.m. or later if necessary due to the nature of the assignment, and as approved by the immediate supervisor with consent of the Safety-Service Director. (c) The hours of operation of the French Creek Waste Water Treatment Plant are twenty-four (24) hours and full-time employees may be scheduled on four (4) ten (10) hour days per week, starting at 6:01 a.m. Sunday through the following Sunday at 6:00 a.m. The shift hours for French Creek to be: Day shift: 6:00 a.m. to 4:00 p.m. (paid ½ hour lunch) Afternoon Shift: 4:00 p.m. to 2:00 a.m. (paid 1/2 hour lunch) (d) The Employer reserves the right to establish and maintain three (3) separate and specific shifts.

15.02 Effective upon ratification, City Hall employees shall be entitled to a one-hour paid lunch. All other employees scheduled to work forty (40) hours per week shall be entitled a thirty (30) minute paid lunch.

15.03 (a) There shall be two (2) fifteen (15) minute non-cumulative rest periods for each eight (8) hour shift. These rest periods will be scheduled two (2) hours preceding and two (2) hours after the lunch period of an eight (8) hour shift, when practicable, but may not be scheduled immediately before or after the meal period or at the start of any shift. Rest periods are to be observed under sanitary conditions. (b) There shall be three (3) fifteen (15) minute non-cumulative rest periods for each ten (10) hour shift. These rest periods will be scheduled when practicable, but may not be scheduled immediately before or after the meal period or at the start of any shift. Rest periods are to be observed under sanitary conditions.

15.04 Employees who work an overtime assignment shall be entitled to a lunch period and rest periods as provided in Sections 2 and 3 above.

15.05 At the French Creek Waste Water Treatment Plant, two (2) employees will be scheduled to work any shift that is regularly manned. Employees of French Creek shall not be required to carry a City beeper or City cellular phone during their normal off duty hours, for purposes of standby.

15.06 During the period of the snow season, the employees responsible for snow and ice work will be divided into two (2) crews and will alternate every two (2) weeks for responsibility for overtime from 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. for snow and ice work. On holidays and weekends, one (1) crew will be responsible for overtime from 11:00 a.m. to 11:00 p.m. and the other from 11:00 p.m. to 11:00 a.m. Overtime will be equalized within each crew during this period.

## ARTICLE 16
## OVERTIME-PREMIUM PAY

16.01 All employees in the job classifications covered by this contract shall receive time and one-half (1½) their regular rate of pay for all hours worked in excess of forty (40) hours in one (1) week during the period provided in Article 15.

16.02 Overtime will be paid for all time worked in excess of eight (8) hours in one (1) day or for all time worked in excess of ten (10) hours in one (1) day as applicable to scheduled daily hours. The overtime rate will be one and one-half (1½) times the employee's regular rate. No employee will be permitted to work in excess of sixteen (16) consecutive hours without the permission of the Mayor or Safety-Service Director.

16.03 All employees who work on a recognized holiday shall receive double their regular rate of pay for all hours actually worked on the holiday or the call-out minimum, whichever is greater. Employees scheduled to work the actual day of the holiday and the week day date on which that same holiday is recognized by the Federal government shall receive holiday premium pay for only one of those dates, being the date in which the premium pay is the highest.

(a) Employees shall receive three (3) times their regular rate for all hours actually worked on New Year's Day (January 1st), Thanksgiving Day and Christmas Day (December 25th).

(b) Employees shall receive two (2) times their regular rate for all hours actually worked on Independence Day (July 4th), Veteran's Day (November 111th), and Christmas Eve (December 24th).

16.04 Full time employees not scheduled to work the recognized holiday will receive a compensatory day, in lieu of holiday pay, subject to Section 16.08 regarding compensatory time.

16.05 All employees of the Service Area who work on Sunday shall receive one and one-half (1½) times their regular rate of pay, unless regularly scheduled.

16.06 For the purposes of computing overtime pay, holiday pay, vacation pay, personal, comp time, merit pay and any other time spent in active pay status, except sick leave, shall be counted as hours and days worked.

16.07 In the event that an employee is called during his scheduled vacation, the employee shall receive two (2) times his regular rate of pay for all time worked or a vacation day. Except for an emergency, publicly declared by the Mayor, there shall be no reprisal for an employee's refusal to work during the employee's vacation. This is to include weekends adjacent to the vacation period, providing such vacation period is one (1) week or more. If a recognized holiday falls within an employee's vacation leave, the employee shall be paid the holiday pay, and shall not be debited or expend time from his/her vacation time account.

16.08 Full-time employees may, at their option, elect to accumulate up to a maximum of two hundred forty (240) hours of overtime in compensatory time in lieu of cash payment for overtime. Said compensatory time may be taken, at the discretion of the employee, as time off with pay when approved by the Department Head. Any hours earned which will result in the number of accumulated hours exceeding two hundred forty (240) hours must be paid.

Employees may be paid any of the hours in the overtime bank up to the maximum; at their discretion, upon timely written notification to the City Auditor. Payment will be paid in the next pay period following the notification.

## ARTICLE 17
## EQUALIZATION OF OVERTIME

17.01 The Employer shall be the sole judge of the necessity of overtime. When overtime is required, an employee shall have the right to refuse an overtime assignment except for emergencies. For the purpose of this Section, an emergency is defined as an impairment to Employer services or operations which cannot be delayed until the beginning of the next regular work day. When it is necessary to call in an employee to work overtime, the selection of such employee shall be made by the Area Head.

17.02 The Employer shall equalize overtime among employees within each area on a continuous basis, within each classification. Employees who are offered overtime and for any reason refuse or fail to work the overtime, shall be credited as if they had worked the overtime for the purpose of this Section. If an employee does not personally refuse overtime, then his name shall remain on the overtime list. For purposes of emergency call outs, if an employee cannot be reached on two (2) consecutive call outs, the second call out shall be considered a refusal, and the employee shall be credited as if he had worked the overtime. If failure to work is because of extenuating circumstances, approved by the Safety-Service Director then the employee shall not be credited as if he had worked the overtime. Failure to provide the Employer with a telephone number where the employee can be reached will relieve the Employer from its obligation under this Article.

17.03 For French Creek, the Employer shall equalize overtime among employees within the area. The employees who are offered overtime and for any reason refuse or fail to work the overtime, shall be credited as if they had worked the overtime for the purpose of this Section. If an employee does not personally refuse overtime, then his name shall remain on the overtime list. For the purposes of emergency call outs, if an employee cannot be reached on two (2) consecutive call outs, the second call out shall be considered a refusal, and the employee shall be credited as if he had worked the overtime. If failure to work is because of extenuating circumstances, approved by the Safety Service Director then the employee shall not be credited as if he had worked the overtime. Failure to provide the employer with a telephone number where the employee can be reached will relieve the Employer from its obligation under this Article.

17.04 In the event an employee desires to waive the provision of the above paragraph, he may do so by signing a waiver for a period of not less than thirty (30) calendar days.

17.05 A record of all overtime hours worked by each employee shall be recorded on a list by the Employer and the overtime lists shall be posted on the Employer bulletin boards in each area and maintained on a continuous basis. A daily record will be made of overtime worked. The first and second time during the calendar year there is an error in the assignment of overtime to an employee it will be corrected by assigning the employee the next overtime callout. The third time during the calendar year there is an error in the assignment of overtime to an employee it will be corrected by assigning the employee the next overtime callout and he/she will be paid an amount equal to the correct overtime rate plus ½ (one-half) time. Any subsequent error or errors in the same calendar year will be corrected by paying the affected employee an amount equal to the wages he/she would have received had he/she been given the assignment. The Union President

shall report any error in the overtime assignment to the Safety-Service Director within five (5) workdays.

17.06 For equalization of overtime, new employees and employees with extended illness of thirty (30) days or more, shall be charged an average of the overtime other employees have within the same classification. The overtime total within classification shall not vary more than ten (10) hours between employees.

17.07 If an employee is scheduled to begin working his/her shift within an hour or held over for a maximum of one hour at the end of his/her shift, the Employer shall not be required to call another employee from the overtime equalization list. Any overtime hours accrued under this Article shall be added to the overtime accumulation list.

## ARTICLE 18
## WORK RELATED INJURY

18.01 (a). Any time lost due to an on-duty injury will be compensated at the workers' compensation rate by either Workers' Compensation, the Employer or a combination thereof and shall have no effect on any accumulated sick time. It shall be within the sole discretion of the Employer to pay an injured employee through salary continuation, at the workers' compensation rate, rather than have that employee paid through Workers' Compensation for a qualified work related injury. The Safety-Service Director may require the employee to submit to a physical examination by a physician of the Safety-Service Director's choice before any compensation by the Employer is approved.

18.02 The Employer will provide employees with disability leave in accordance with Ohio Workers' Compensation and the sick leave and leave of absence portions of this Agreement.

18.03 Any employee injured on duty shall be paid for the day of injury at the appropriate rate. The Employer will provide or pay as appropriate for ambulance service, if necessary.

## ARTICLE 19
## PAID SICK LEAVE

19.01 Sick Leave shall be defined as an absence with pay necessitated by:

(A) Illness or injury to the employee;
(B) Disabilities due to pregnancy or delivery of child;
(C) Exposure by the employee to contagious disease or communicable to other employees;
(D) Illness, injury or death in the employee's immediate family.

19.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours of every eighty (80) hours worked or paid for and shall accumulate such sick leave for future use to an unlimited amount.

19.03 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one-half (½) hour after the start of his work shift each day he is absent, except in unusual circumstances.

19.04 Sick leave may be used in segments of not less than one-tenth (.1) of one hour.

19.05 Before an absence may be charged against accumulated sick leave, the Area Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician, paid for by the Employer, designated by the Safety-Service Director. In any event, an employee absent on sick leave must supply a written and signed statement attesting to his illness to be eligible for payment of sick leave. An absence in excess of three (3) working days or accumulated absences of five (5) or more days in a rolling sixty (60) day period shall require a doctor's certificate at the employee's expense or approval by the Safety-Service Director.

19.06 If the employee fails to submit proof of illness, injury, or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Safety-Service Director finds that there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered unauthorized leave and shall be without pay.

19.07 An abuse or patterned use of sick leave may be cause for disciplinary action.

19.08 The Safety-Service Director or his designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated by the Employer (at the Employer's expense) to establish that he is not disabled from the performances of his normal duties and that his return to duty will not jeopardize the health and safety of other employees. Should there be a difference of opinion between the employee's physician and the Employer's physician the employee shall be sent to the Cleveland Clinic whose opinion shall be controlling, with the costs shared equally by the employee and the Employer.

19.09 When the use of sick leave is due to illness or injury to immediate family, "immediate family" shall be defined to include only the employee, employee's spouse, employee's children, and employee's parents.

19.10 Upon the occurrence of any of the following events, an employee who has not less than ten (10) years of continued service with the Employer shall be entitled to a cash payment of the value of the herein defined amount of earned and unused sick leave hours:

1) retirement of the employee;
2) disability retirement of the employee;
3) death of the employee;
4) separation from employment for any reason except termination for cause.

Any employee qualifying pursuant to the above provisions of this article shall be entitled to receive a cash payment equal to his/her hourly base rate of pay at the time of the occurrence of an above listed event multiplied by ninety (90%) percent of the total number of accumulated but unused hours earned by the employee as certified by the Auditor, provided that such resulting number of hours to be paid shall not exceed one thousand (1000) hours of pay. If the qualifying employee is deceased, the payment shall be made pursuant to the provisions of Ohio Revised Code §2113.04.

## ARTICLE 20
## LEAVES OF ABSENCE

20.01 An employee shall be granted a leave of absence of forty (40) hours with pay in the event of the death of his spouse, mother, father, or child. The employee shall be granted a leave of absence of three (3) days with pay in the event of the death of the employee's stepmother, stepfather, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, spouse's grandparents, brother-in-law, sister-in-law, daughter-in-law, or son-in-law. The employee shall be entitled to forty (40) hours when said death is outside the State of Ohio, to be paid by the Employer. Leave granted under this article shall be taken in consecutive work time (hours/days), and must include the date of the funeral services. Employee shall be allowed, at the sole discretion of the Safety-Service Director or designee to add time to a funeral leave, which time shall be deducted from his accumulated sick leave.

20.02 An employee shall be granted a leave of absence for military duty in accordance with State and Federal law. He shall be returned at the expiration of the leave of absence to employment in accordance with State and Federal law.

20.03 An employee who has completed his probationary period shall be granted a leave of absence for a period not to exceed one hundred eighty (180) days because of personal illness or injury or on account of pregnancy upon the request of the employee and supported by medical evidence. The length of the leave, which shall be granted, is to be based upon the supporting medical evidence. Such leave shall be without pay or benefits except that health insurance shall be provided during leaves of one hundred eighty (180) days or less. Any leave granted under this Section may be extended at the discretion of the Safety-Service Director.

20.04 An unpaid leave of absence without benefits may be granted to an employee who has completed his probationary period who is selected for Union office or permanently employed by the Union for a period not to exceed one (1) year. An unpaid leave of absence without benefits may be granted to an employee who has completed his probationary period who is required to attend a Union convention or other similar meeting of a period of time not to exceed the length of meeting or convention time, plus reasonable travel time.

20.05 An employee called for jury duty, or subpoenaed as a witness in a case other than one involving the individual employee, or called as a witness on behalf of the Employer shall be granted a leave of absence for the period of the jury service or witness service, where a subpoena has been issued for work absences necessarily caused by the jury duty or witness duty. In the event the employee is released from jury or witness duty before 11:00 a.m. of a regular day shift, the employee is to report back to work for the remainder of the day. The employee would be paid as if he or she worked. The employee will then turn into the Employer any monies paid to him or her by the court.

20.06 An unpaid leave of absence may be granted to employees with at least one (1) year of continuous service with the Employer and at least one (1) complete year of formal education, for continuing educational purposes. Such leaves may be granted solely at the discretion of the Employer. Refusal by the Employer shall be considered non-grievable. The length of such unpaid leave, if granted, shall be determined by the Employer and based upon its needs at the time of the request.

## ARTICLE 21
## HOLIDAYS

21.01 All regular full-time employees shall be entitled to the following paid holidays:

| | |
|---|---|
| New Year's Day | |
| Martin Luther King Day | Veteran's Day |
| Presidents Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Labor Day | |

21.02 Each employee shall be entitled to forty (40) hours off with pay as Personal Time each contract year. This time shall not be charged to sick time. Such time shall be approved in advance by the Area Head. Such Personal Time does not carry over into the next calendar year, except as provided in Section 22.04, and shall be prorated per date of hire for new hire probationary employees after successful completion of probation. It is understood that personal, merit, compensatory, or vacation time can be counted as time worked for pay purposes for the holiday provided that prior approval is obtained from the Area Head.

21.03 All regular part-time employees will be entitled to the following paid holidays:

| | |
|---|---|
| New Year's Day | Labor Day |
| Presidents Day | Columbus Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

21.04 In order to be eligible for any of the paid holidays, the employee must actually work the last full scheduled work day before the holiday and immediately after the holiday or the actual full holiday if the employee is scheduled to work the holiday. Sick leave shall be considered time worked when such leave is for three (3) days or more and a doctor's certificate is supplied.

21.05 If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

## ARTICLE 22
## VACATIONS

22.01 All regular full-time employees shall be granted the following vacation leave with full pay each year based upon their length of employment with the Employer, as follows:

| | | |
|---|---|---|
| 1 to 4 years | = | 10 days, 80 hours, or 2 weeks |
| 5 to 9 years | = | 15 days, 120 hours, or 3 weeks |
| 10 to 14 years | = | 20 days, 160 hours, or 4 weeks |
| 15 to 19 years | = | 25 days, 200 hours, or 5 weeks |
| 20 & over | = | 30 days, 240 hours, or 6 weeks |

22.02 Regular part-time employees shall be granted one (1) full week of vacation with pro-rated pay after at least one (1) full year of employment with the Employer.

22.03 An employee becomes eligible for vacation leave on the first anniversary of his employment with the Employer. Vacation leave shall be taken within twelve (12) months after earned.

22.04 If an employee is terminated voluntarily or involuntarily prior to taking his/her vacation, he shall receive any fully earned but unused vacation leave accrued under Section 22.01 or 22.02 of this Article. If the employee is deceased, the payment shall be made pursuant to the provisions of Ohio Revised Code §2113.04.

22.05 Employees may take their vacations during the calendar year. During the first quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by the Employer, their vacation preference. Promptly thereafter, but in any event, no later than April 15th, a written vacation schedule will be prepared by the Employer with priority given to employees according to bargaining unit seniority. Individual written confirmation will be given to each employee. Once the vacation schedule is determined it shall not be changed without the consent of the individual employee. Any employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority based upon when the application was made.

22.06 Employees shall be allowed to take their vacation in one (1) week increments, not to exceed two (2) weeks, unless an exception is approved by the Safety-Service Director. Employees may take vacation in one (1) day segments, providing the employee requests such time off at least forty-eight (48) hours in advance and the Employer grants such request.

22.07 An employee governed by this Agreement who has five or more years of service shall be permitted to cash in some accrued vacation. This election shall take place prior to the employee's anniversary date with payment to be made (once per year) in the payroll period that includes the employee's anniversary date. In no event shall an employee cash in more than one-half (½) of his annual vacation.

22.08 An employee shall be permitted to carry over up to forty (40) hours of vacation for use within six (6) month of the employee's anniversary date on approval of the Department Head and Safety-Service Director. Any vacation time remaining in an employee's account on his/her anniversary date after any carryover, up to but not exceeding one half (1/2) of the employee's annual vacation allowance will be automatically cashed out and paid to the employee at their current wage rate.

## ARTICLE 23
## PAID LEAVE DONATION PROGRAM

23.01 Policy: It shall be the policy of the City of North Ridgeville that, employees with accumulated sick leave or other paid leave (e.g. personal time, comp time, vacation time, merit time or holiday (birthday time), may donate paid leave to a fellow employee who, in strictly serious or catastrophic cases, is in need of assistance and has exhausted all of their available time.

23.02 Purpose: The purpose of this program is to:

(A) allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave;

(B) establish strict guidelines for the implementation of donation of paid leave time; and

(C) to protect the investment the Employer has made in an employee in an effort to retain that employee.

23.03 Eligibility: Any full-time employee governed by this Agreement is eligible, after one year of service, to apply for the benefit of this policy. The employee must apply through their department head. ALL of the following must apply:

(A) the employee is not eligible for Worker's Compensation benefits;

(B) the employee has not been disciplined at any level for patterned use of sick leave within the previous three years;

(C) the employee has exhausted all time available to him; and

(D) the employee can, if requested, provide documentation through medical records that there is a bona fide medical reason for his inability to work.

The maximum length of time that an employee may receive benefits under this program is eight pay periods.

23.04 Participation of Donation:

(A) Any full time employee governed by this Agreement is eligible, after one year of service, and may choose to participate in the sick leave donation program.

(B) An employee must have and maintain a minimum of eight weeks (320 hours) of accumulated sick leave to be eligible to participate.

(C) An employee who is donating paid leave may donate up to forty hours of sick leave per donee per incident. The employee may donate any amount of accrued paid leave other than sick time.

23.05 Application Review: Upon receiving an application for sick leave donation, the department head shall review the application and:

(A) indicate whether there has or has not been any documented disciplinary action at any level for the patterned use of sick leave or abuse of sick leave, within the previous three years, by the employee; and

(B) verify that the cause of absence is not work-related.

The application is then forwarded to the Auditor's Office for verification that the employee has not time available. The application is then forwarded to the Mayor's Office for approval or denial. If all eligibility requirements have been met, the application is approved and returned to the Auditor's Office for disbursement proceedings. Transfer Participation Forms are to be distributed to all department heads and Area Stewards for leave donations. If any eligibility requirement is not met, the application is denied and returned to the department head.

23.06 Disbursement of Donated Sick Leave: Upon receiving an approved application, the Auditor's Office shall credit the employee approved for benefits under this policy up to scheduled hours of work in the following manner:

(A) Any time the employee has accrued shall be used first; and

(B) The donor employee's accumulated paid leave shall be reduced in eight-hour increments.

The transfer of benefits shall be calculated on a prorated basis to be determined by the rate of pay of the donor employee for the donee employee.

23.07 Recovery of Donated Sick Leave: In the event that an employee who has received benefits under this program is reimbursed in any manner for the lost work time covered by this benefit, the employee must reimburse the Employer for the pay that was received. The donor employee shall be credited with the hours donated.

## ARTICLE 24
## SHIFT PREMIUMS

24.01 In the event that the Employer established three (3) separate and specific shifts for the Service Area or French Creek, three (3) shifts shall be:

| | |
|---|---|
| First Shift | 7:00 a.m. to 3:00 p.m. |
| Second Shift | 3:00 p.m. to 11:00 p.m. |
| Third Shift | 11:00 p.m. to 7:00 a.m. |

In the event the Employer establishes the above mentioned shift schedule, all employees shall remain on their present shift and work week in accordance with their area seniority, employees with the highest seniority shall be given shift preference.

In the event that the Employer establishes the specific shifts as listed above, or as defined in article 15.01, the Employer shall pay compensation as follows:

(A) Compensation for the second shift shall be the base rate of pay plus thirty-five cents ($.35) per hour with a paid one-half (1/2) hour lunch period.

(B) Compensation for third shift shall be the base rate of pay plus fifty cents ($.50) per hour with a paid one-half (1/2) hour lunch period.

(C) The Employer may establish two shifts for the Service Area or French Creek. In that event, compensation for the afternoon shift shall be the base rate of pay plus thirty-five cents ($.35) per hour with a paid one-half (1/2) hour lunch period. Should employees be required to work any hours that are otherwise unmanned, they shall receive their base rate plus fifty cents ($.50) per hour for any such hours.

24.02 Except as hereinafter provided in this Article, all employees shall remain on their present shift and shall work in accordance with their present schedule. In the event that the Employer establishes shifts for Service Area and employee may exercise his/her seniority for purposes of shift preference.

## ARTICLE 25
## CALL-IN PAY

25.01 An employee who is called in to work for an emergency or at a time when he is not scheduled to report for work, the employee will be compensated as follows:

(A) If the employee is called in for one and one-half-hours (1-½) or less, the employee will receive three hours (3) pay at the applicable rate of pay.

(B) If the employee is called in for more than one and one-half hours (1-½) to four hours (4), the employee shall receive four hours (4) pay at the applicable rate of pay.

## ARTICLE 26
## LONGEVITY

26.01 Effective January 1, 2014, employees shall be entitled to the full amount of their longevity pay according to the schedule appearing below. Longevity will be paid in a lump sum for all employees on the first pay period following the anniversary date of the employee's employment. . Longevity shall continue to be awarded on the employee's successive anniversary date according to this procedure and the following schedule:

| | | | |
|---|---|---|---|
| 2nd Anniversary | $ 800.00 | 12th Anniversary | $2,000.00 |
| 3rd Anniversary | $ 800.00 | 13th Anniversary | $2,100.00 |
| 4th Anniversary | $ 800.00 | 14th Anniversary | $2,200.00 |
| 5th Anniversary | $1,300.00 | 15th Anniversary | $2,300.00 |
| 6th Anniversary | $1,400.00 | 16th Anniversary | $2,400.00 |
| 7th Anniversary | $1,500.00 | 17th Anniversary | $2,500.00 |
| 8th Anniversary | $1,600.00 | 18th Anniversary | $2,600.00 |
| 9th Anniversary | $1,700.00 | 19th Anniversary | $2,700.00 |
| 10th Anniversary | $1,800.00 | 20th Anniversary | $2,800.00 |
| 11th Anniversary | $1,900.00 | 25th Anniversary | $3,000.00 |

26.02 Upon an employee's twentieth (20th) anniversary date and every year up to his/her twenty-fifth (25th) anniversary, the employee shall receive two thousand eight hundred ($2,800.00) dollars, annually. Upon his/her twenty-fifth (25th) anniversary date and thereafter, the employee shall receive three thousand ($3,000.00) dollars, annually. In no event shall the maximum amount paid under this Section exceed three thousand ($3,000.00) dollars, annually, to any single employee.

26.03 The Employer will pay longevity payments in a separate check. Longevity payments shall be prorated for those employees on any unpaid status in excess of thirty (30) days during the year.

26.04 For all employees hired after the adoption of this agreement, longevity shall be paid according to the following schedule:

| | | | |
|---|---|---|---|
| **5th** Anniversary | $ 800.00 | **15th** Anniversary | $2,000.00 |
| **6th** Anniversary | $ 800.00 | **16th** Anniversary | $2,100.00 |
| **7th** Anniversary | $ 800.00 | **17th** Anniversary | $2,200.00 |
| **8th** Anniversary | $1,300.00 | **18th** Anniversary | $2,300.00 |
| **9th** Anniversary | $1,400.00 | **19th** Anniversary | $2,400.00 |
| **10th** Anniversary | $1,500.00 | **20th** Anniversary | $2,500.00 |
| **11th** Anniversary | $1,600.00 | **21th** Anniversary | $2,600.00 |
| **12th** Anniversary | $1,700.00 | **22th** Anniversary | $2,700.00 |
| **13th** Anniversary | $1,800.00 | **23th** Anniversary | $2,800.00 |
| **14th** Anniversary | $1,900.00 | **28th** Anniversary | $3,000.00 |

For all employees hired after the adoption of this agreement, upon an employee's twenty-third (23rd) anniversary date and every year up to his/her twenty-eighth (28th) anniversary, the employee shall receive two thousand eight hundred ($2,800.00) dollars, annually. Upon his/her twenty-eighth (28th) anniversary date and thereafter, the employee shall receive three thousand ($3,000.00) dollars, annually. In no event shall the maximum amount paid under this Section exceed three thousand ($3,000.00) dollars, annually, to any single employee.

## ARTICLE 27
## SCHOOL COSTS REIMBURSEMENT
## (TRAINING AND EDUCATION)

27.01 An employee who takes an Employer approved college course, or work-related training course, or seminar shall be reimbursed the actual costs of such training course, including the cost or course text books verifiable by receipt. In order to be reimbursed, the employee must receive a grade "C" or better, or the equivalent.

27.02 Employees completing work-related training schools or sessions shall receive credit of one (1) credit hour per training school or session at the discretion of the Employer. Credit for training school hours shall be paid at seventy-five ($.75) cents per credit hour. Credit hours earned for training sessions shall be paid at fifty ($.50) cents per hour. These payments do not apply to any schooling or training when the employee is being paid by the Employer during such training.

27.03 For any licenses in existence prior to January 1, 2007, the Employer shall reimburse employees for application and testing fees for State license and for reasonable motel rooms and meals incurred while going to the testing center. Motel rooms at reasonable cost will be provided for the previous night if the exam starts before 9:00 a.m. During the term of this Agreement any employee seeking to obtain a new license as of January 1, 2007 must obtain written certification from the Mayor or the Safety-Service Director that the licensure is of reasonable benefit to the City before they would be entitled either to reimbursement as provided in this section or compensation under Section 27.02.

27.04 The Employer shall pay for the renewal of employee's CDL and other state license as required or approved by the Employer. The Employer shall pay for the renewal fee for ASE certifications for the mechanics.

27.05 The Employer will pay the costs of any classes, courses or seminars attended by employees for the purpose of earning "contact hours" towards the renewal of any water and/or wastewater certifications held by said employees. The Employer will also pay the employee his/her time spent attending these training sessions including reasonable travel time. If the session is more than one day (1) in length (must be consecutive days), the Employer will pay for the cost of a reasonable motel room for the night, travel expenses (mileage) and meals in accordance with the Employer's current policy.

## ARTICLE 28
## INSURANCE

28.01 The Employer shall provide Medical/Prescription/Dental Insurance programs as provided for in Appendix H to this Agreement to all full-time employees. Employees enrolled in the Medical/Prescription/Dental Insurance programs shall contribute ten percent (10%) of the monthly cost of such insurance beginning January 1, 2014 through December 31, 2014. Commencing January 1, 2015 and for the remaining duration of this Agreement, employees enrolled in the Medical/Prescription/Dental Insurance programs shall contribute twelve and one half percent (12 ½ %) of the monthly cost of such insurance. The employee contribution will be determined by using the actuarially calculated based COBRA rates for Medical/Prescription/Dental coverage. The employee contribution will be at the percentages defined above of those COBRA rate figures rounded to the nearest five dollars. These figures will be adjusted annually effective in July based upon updates to the base COBRA rate. Employee

contributions shall be withheld in equal or roughly equal monthly installments from the first two payrolls paid each month. Contributions withheld for each month will be for that month's enrollment (i.e., amounts withheld in January will be for January enrollment). The Employer shall have the right to change insurance carriers, providing the new coverage is comparable to, or improved relative to the present coverage. Employer shall provide a copy of insurance documents to the President of the Union local.

28.02 Health Care Committee

A. A Health Care Committee ("HCC") composed of one (1) bargaining unit member from the American Federation of State, County and Municipal Employees, Local #3442; one (1) bargaining unit member from the Fraternal Order of Police, Ohio Labor Council, Inc., North Ridgeville Division; one (1) bargaining unit member from the International Association of Firefighters, Local #2129, AFL-CIO and three (3) Employer representatives, appointed by the Mayor, shall be created. The mission of the HCC is to create within the workplace environment a forum whereby representative membership on the Committee will engage in a continuing educational process and review of health insurance benefits with the ultimate purpose and goal of investigating and finding plan design changes to lower premium costs.

B. The Mayor or his designee shall be the chairperson of the HHC. All decisions of the HCC shall be achieved by a majority vote of Committee members.

C. Regular minutes of all meetings of the HCC shall be kept and shared with all members of the Committee. The HCC shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and other data that the members of the HCC believe will facilitate the HCC's processes.

D. The HCC shall be authorized to utilize such consultants as it deems appropriate. Each year the HCC shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year.

E. The HCC's responsibilities include reviewing health insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options. If the HCC recommends changes, such as program design, premium sharing, "opt out incentives," or other modifications, any and all such changes shall be implemented following approval by the full membership of the employee representatives and the Employer.

28.03 The Employer shall supply each full-time employee with life insurance in the amount of thirty thousand ($30,000.00) dollars at no cost to the employee.

## ARTICLE 29
## WAGES

29.01 The existing hourly wage rates of the members of the bargaining unit shall be increased as follows:

Effective January 1, 2014, the hourly wage rate will be increased by two percent (2%).
Effective January 1, 2015, the hourly wage rate will be increased by two percent (2%).
Effective January 1, 2016, the hourly wage rate will be increased by two percent (2%).

29.02 Employees who possess a "Class A" Commercial Driver's License shall receive a wage rate increase of fifty cents ($.50) per hour, effective January 1, 2014. An employee who receives a State Sewer License shall immediately be moved up to the appropriate job classification. A Service Department employee who obtains a State Sewer License or State Water License shall he entitled to an additional twenty-five ($.25) cents per hour. A Service Area employee who obtains a State Certified Water Distribution License I shall be entitled to an additional fifty ($.50) cents per hour and after obtaining a State Certified Water Distribution License II, an additional filly ($.50) cents per hour. Effective January 1, 2005, an employee, with approval of the Mayor or Safety-Service Director, who has received a Public Operators License from the Ohio Department of Agriculture to do chemical applications may receive an additional fifty ($.50) cents per hour. Effective the January 1, 2014, employees working in the classification of Mechanic in the service garage who obtain and continue to maintain as current an ASE certification directly related to their assigned job duties (in addition to certifications stated as base mandatory requirements of the position) shall receive a wage increase of fifty cents ($.50) per hour to their scheduled hourly wage rate for the 1st additional certification, fifty cents ($.50) per hour for the 2nd, and twenty five cents ($.25) per hour for the 3rd additional certification. There shall be no wage increase for additional certifications beyond the 3rd.

29.03 Employees who perform the duties of a concrete finisher and/or welder shall be paid an additional One Dollar ($1.00) per hour for such time as those duties are being performed. Effective January 1, 2009, said premium shall be increased to one dollar and fifty cents ($1.50) per hour. The Area Head shall determine the issuance of said pay. Work covered by the concrete finishing premium shall include setting the grade, setting the pins, forming, surface finishing, and the building of a catch basin (i.e. laying blocks and setting the steel grate to the proper grade). This premium shall be paid at the applicable overtime rate if these duties are performed on overtime.

29.04 All employees shall move from their beginning step to the next higher step upon the completion of their probationary period. All employees shall move to a higher step on their anniversary dates and each anniversary date thereafter, if available, provided the employee receives a rating of thirty-five (35) or greater on the evaluation performance report for the preceding year, as per article 32.01. If the evaluation performance report is not completed within thirty (30) days of the employee's anniversary, he shall automatically move to the next higher step.

## ARTICLE 30
## EMPLOYER PENSION "PICK UP"

30.01 The Employer's method of payment of salary and the provision of fringe benefits for all employees who are members of OPERS (referred to herein as "Covered Employees") shall be modified as follows, in order to provide for a salary reduction pick-up and, for certain Covered Employees, a fringe benefit pick-up of employee contributions to OPERS, in accordance with Code Section 414 (h)(2) and the rulings thereunder. The provisions of this Article shall become effective for the first payroll period beginning after the first date this contract is ratified by the Union and is approved by the City Council.

30.02 The total annual salary and salary per pay period for each Covered Employee shall be the salary otherwise payable under this contract and applicable Employer policies. Such total annual salary and salary per pay period of each Covered Employee shall be payable by the Employer in two (2) parts: (1) deferred salary and (2) cash salary. A Covered Employee's deferred salary shall be equal to the percentage of his total annual salary or salary per pay period which is required to be paid to OPERS as an employee contribution under OPERS; and such amount shall be paid by the

Employer directly to OPERS on behalf of said employee as a "salary reduction pick-up" of the OPERS employee contribution of said employee. A Covered Employee's cash salary shall be equal to his total annual salary or salary per pay period less the amount of the salary reduction pick-up for said employee and shall be payable to him, subject to applicable payroll deductions. Notwithstanding the preceding, as an additional fringe benefit of employment on behalf of Covered Employees who are employed in the Service Area, French Creek or City Hall, the Employer shall pay directly to OPERS, as an employee contribution under OPERS, an amount equal to four (4%) percent of the salary of such employees in lieu of such amount being deducted from the total annual salary or salary per pay period of such employees and paid to OPERS as deferred salary pursuant to the salary reduction pick-up. The payment of said amount in lieu of part of the salary reduction pick-up is hereinafter referred to as the "fringe benefit pick-up." The cash salary of Covered Employees entitled to the fringe benefit pick-up shall be the total annual salary or salary per pay period of such employees less the remaining salary reduction pick-up, subject to applicable payroll deductions.

30.03 The salary reduction pick-up, but not the fringe benefit pick-up, shall be included in the Covered Employee's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.

30.04 The salary reduction pick-up and fringe benefit pick-up by the Employer of a Covered Employee's contributions to OPERS shall be mandatory for all Covered Employees. No Covered Employees shall have the option of choosing the pick-up amounts directly instead of having them paid by the Employer to OPERS.

30.05 The Employer shall fulfill its income tax reporting and withholding responsibilities for each Covered Employee in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the Employer's understanding that the fringe benefit pick-up is not subject to any income or employment taxes; and that federal and Ohio income tax laws and regulations presently require it to report as an employee's gross income his total annual salary less the amount of the salary reduction pick-up (i.e., his cash salary) while applicable federal employment tax laws (i.e., the Medicare tax law) require it, and municipal income tax laws may require it to report as an employee's gross income his total annual salary including the amount of the salary reduction pick-up.

30.06 The Employer shall take all acts necessary and appropriate to ensure the continued implementation of this resolution, including but not limited to, making applications to the Internal Revenue Service and the Board administering the OPERS program to determine the requirements of the Internal Revenue Service and such Board in connection with such pick-up plan. The Employer reserves the right to modify the terms of this pick-up to the extent it reasonably deems is necessary for obtaining the approval of OPERS and/or the Internal Revenue Service; and if approval of OPERS and/or the Internal Revenue Service cannot be obtained for the terms of this pick-up, the parties shall meet and negotiate pursuant to the severability clause.

## ARTICLE 31
## EVALUATION

31.01 Evaluations will be done by the Department Head and reviewed by the Safety-Service Director. If an employee disagrees with the evaluation, the employee may review the evaluation with the Department Head and if still in disagreement, may provide a written response to be attached to the evaluation. (See Appendix C).

## ARTICLE 32
## NEW AND CHANGED JOBS

32.01 If substantial changes occur in the method of operation, tools, or equipment of a job, or if a new job is established within the general scope of the work performed by members of this bargaining unit, the Employer shall establish and describe the content of the job and establish a pay rate for that job. Prior to any action by the Employer notice of the new or changed job shall be given to the Union, and the Union shall be given an opportunity to present the Employer with its suggestions and/or recommendations.

## ARTICLE 33
## TOOLS AND EQUIPMENT

33.01 The Employer shall provide all tools and equipment to employees within the bargaining unit, other than mechanics in the Service Area Garage, for the proper operation of their jobs.

33.02 The Employer shall provide insurance coverage and pay the premium(s) to cover replacement costs of mechanics' tools and toolboxes owned by the mechanics.

(A) The mechanics will be responsible for submitting an accurate list of tools to the Auditor's Office biannually

(B) Tools reported stolen will be reported within three (3) working days. Circumstances involved in the event will be submitted in writing to the Superintendent.

(C) Tools stolen, which are not included on the mechanic's list, will not be paid for or replaced.

(D) The Employer agrees to replace stolen tools with the same type and brand whenever possible.

## ARTICLE 34
## UNIFORM, RAIN GEAR AND BOOT ALLOWANCE

34.01 The Employer shall provide eleven (11) full uniforms for each employee in the Service Area and French Creek Waste Water Treatment plant. The employee may choose to wear shirts or T-shirts, or any combination thereof at his option.

34.02 In lieu of a cold weather gear and boot allowance, or clothing allowance, effective January 1, 2014 all bargaining unit employees shall receive a one-time wage rate increase of ten cents ($.10) per hour to their hourly rate

34.03 The Employer shall further provide all safety related items such as hard hats, safety vests and safety glasses. Safety glasses are to be worn by all bargaining unit members where applicable. The Employer agrees to replace any safety item at no cost to the employee provided that said safety item has not been the subject of negligent or deliberate abuse.

34.04 The Employer shall further provide the following foul weather gear: 1) rain coat or hooded jacket; 2) rain pants; 3) knee high boots; and 4) hip boots.

34.05 Failure to wear proper footwear or prescribed safety equipment or the abuse of Employer provided equipment, uniforms, and/or rain gear may be cause for disciplinary action. Refusal of an assignment because of improper footwear may also be cause for disciplinary action.

34.06 Employees shall not wear uniforms off duty. The Employer shall provide a changing area in both the Service Area and the French Creek Waste Water treatment Plant and bargaining unit employees may have ten (10) minutes of "wash up time" at the end of each shift.

34.07 Failure to wear a clean, entire uniform will be cause for disciplinary action.

## ARTICLE 35
## SUB-CONTRACTING

35.01 The Employer reserves the right to sub-contract any or all work the bargaining unit performs, providing such sub-contracting of work does not result in the layoff of any employee or reduction in the workforce. The Employer and Union shall meet to discuss, but not negotiate the sub-contracting of work.

## ARTICLE 36
## SAFE WORK PRACTICES

36.01 There shall be a joint Union-Employer Safety Committee for the purpose of discussing safety-related problems. Said committee shall be comprised of two (2) Union members and two (2) members of management. The Union shall notify the Employer of the designated Safety Representatives in writing. The Safety Committee shall meet on a quarterly basis or more often when the need arises. The Employer shall provide safety equipment and proper safeguards for the employees. Safety Committee meetings shall be scheduled during regular business hours.

36.02 In the event that an employee reasonably believes that a situation is unsafe, the employee shall notify his supervisor immediately. The supervisor shall investigate the situation on the same day or as soon thereafter as possible, and take such steps as are necessary to remedy an unsafe condition.

36.03 In the event the employee has notified his supervisor of the alleged unsafe condition, the employee shall not be required to perform the work until it has been determined to be safe. However, said employee may be assigned to alternative duties until such time as an investigation shall be completed.

36.04 The Employer will provide and maintain safe vehicles for all employees required to use vehicles for their assigned duties. The vehicle status, whether safe or unsafe, will be certified by the Superintendent or his designee.

## ARTICLE 37
## WORK BY SUPERVISORS

37.01 A Foreman/Supervisor shall not perform bargaining unit work in excess of fifteen (15) minutes duration in order to avoid calling out bargaining unit members on an overtime basis. It is recognized that assessment of what action needs to be taken may take longer due to the nature of the work involved, and may not be included in the time limits above. This Section is not intended to prevent the call-out of an appropriate bargaining unit member if the performance of the work can reasonably be anticipated to exceed fifteen (15) minutes in duration.

## ARTICLE 38
## MERIT TIME BONUS

38.01 There shall be a merit time bonus for the non-use of sick leave. Any full-time employee who has no chargeable sick leave, in any form or in any amount, over six (6) consecutive pay periods shall be awarded four (4) hours of merit time (not chargeable to sick leave) in the next pay period. Vacations, holidays, funeral leave, military leave, jury duty, FMLA Leave (where requested and granted and no sick time is used), witness leave where a subpoena is issued and union leave shall not be counted as days absent for purposes of the merit time bonus. The employee must verify the existence of said merit time in order to be credited with the additional merit time.

38.02 Merit time may be accumulated for a period of time not to exceed two (2) years. Prior to the two (2) year deadline, an employee may have the option of being paid for his/her accumulated merit time. The Auditor shall notify employees at least thirty (30) days prior to the expiration of this two (2) year time period.

## ARTICLE 39
## LEGALITY

39.01 It is the intent of the Employer and the Union that this Agreement comply in every respect with applicable legal statutes, and if determined that any provision of this agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement. In the event of an unlawful determination, the Agreement shall be reopened on that provision and the Employer and the Union shall meet within thirty (30) days for the purpose of negotiation lawful alternative provisions.

## ARTICLE 40
## LABOR MANAGEMENT COMMITTEE

40.01 In the interest of sound labor-management relations, a Labor-Management Committee is hereby established to discuss matters of mutual concern to the Employer and the Union. The Committee shall not be used to bypass the normal chain of command, unless a problem cannot be resolved at the department level or unless a problem has already been addressed at the department level and has not been resolved. No personal issues between employees and managers and no active grievances shall be discussed.

40.02 The Committee shall be comprised of three (3) representatives from the Union, one from each of the Employer's three work sites, and a maximum of three (3) representatives of the Employer. Either party may designate an alternate in the event a designated representative is not available for a scheduled meeting.

40.03 Regular Committee meetings shall be scheduled on a quarterly basis. Other meetings may also be scheduled by mutual agreement. Meeting shall be scheduled with at least 14 days advance notice to Committee members. Meetings shall last a maximum of one and one-half (1½ ) hours. A scheduled meeting may be canceled by mutual agreement. The committee shall address the exchange of agenda items in its ground rules. Every effort will be made to schedule meetings during regular business hours.

## ARTICLE 41
## DISCIPLINARY PROCEDURE

41.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

41.02 All employees shall have the following rights:

(A) An employee shall be entitled to representation at each step of the disciplinary procedure.

(B) An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

41.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the provisions contained herein and the employee's employment shall be terminated.

41.04 If no disciplinary action has been taken against an employee during the twenty-four (24) months immediately preceding the present disciplinary action, then in taking disciplinary action against the employee, the Employer shall not consider or rely upon any prior disciplinary action taken against the employee more than twenty-four (24) months prior to the date of the present disciplinary action. Discipline of more than three (3) days shall not be used against an employee after forty-eight (48) months duration.

41.05 Discipline shall be imposed only for just cause. The specific acts of which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible, and shall also be given to the local Union President and Steward.

41.06 Where the appointing authority seeks a penalty, other than a verbal or written reprimand, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested, with a copy to the local Union President and Steward.

41.07 Discipline shall not be implemented until either:

(A) The matter is settled; or
(B) The employee fails to file a grievance within the time frame provided by this procedure; or
(C) The penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

41.08 The Notice of Discipline served on the employee shall be accompanied by written statement that:

(A) The employee has a right to object by filing a grievance within five (5) working days of receipt of Notice of Discipline;
(B) The Grievance Procedure provides for a hearing by an independent arbitrator as its final step; or
(C) The employee is entitled to representation at every step of the proceeding.

41.09 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 42.13, until the matter is settled or the arbitrator renders a determination.

41.10 The following administrative procedures shall apply to disciplinary action:

(A) The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority shall hold an informal meeting with the employee and his representative for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before the meeting that he is entitled to representation by the Union.

(B) If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and Steward. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

(C) Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

41.11 A failure to submit an appeal with the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived.

41.12 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to a representative. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

41.13 An employee may be suspended with pay at any time during the process if the appointing authority, at its discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed subsequent to the decision at Step 3 of the Grievance Procedure.

41.14 The Union on behalf of all employees covered by the Agreement and its own behalf, thereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission.

41.15 The Employer shall follow a system of progressive discipline when correcting job behavior. This policy shall not delegate or limit the powers and duties conferred upon the Employer by the Ohio Revised Code. The policy shall contain examples of specific offenses. The inclusion of standard penalties in such policy shall not preclude the application of more severe penalties when circumstances warrant it. In any case where a non-standard penalty is imposed, the reason for deviation must be reduced in writing and sent to the employee by the Employer.

41.16 Written reports of all disciplinary action taken against an employee should be kept in the official personnel file and copies of such reports should be given to the employee and the employee's Area Steward within five (5) working days thereafter. Such written reports should include the following:

(A) The specific offense;
(B) The steps being taken;
(C) The discussion;
(D) The names of those present;
(E) The decision or the nature of the disciplinary action taken.

## ARTICLE 42
## GRIEVANCE/MEDIATION PROCEDURE

42.01 It is mutually understood that the prompt presentation, adjustment and answering of grievances is desirable in the interest of sound relations between the employee and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the Employer or the Union, which tends to impair or weaken the Grievance procedure, are improper. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

42.02 A grievance is a dispute or difference between the Employer and the Union, or between the Employer and an employee, concerning the interpretation or application and/or compliance with the terms of this Agreement and shall include disputes concerning disciplinary actions. When any such grievance arises, the following procedure shall be observed:

Step 1: An employee who has a grievance shall notify the Local Union Grievance Committee; the employee's Steward, and the Superintendent of the Area in writing within five (5) work days of the occurrence of the facts giving rise to the grievance. The Superintendent will schedule an informal meeting with the employee and his Steward within five (5) work days of the date of the written notice by the employee. The supervisor and the employee, along with the employee's Steward, will discuss the issues in dispute with the objective of resolving the matter informally. The Superintendent shall give his answer to the employee, with a copy to the Steward within five (5) work days of the receipt of the written grievance.

Step 2: If the employee's grievance is not satisfactorily settled at Step 1, the grievance shall be submitted to the Safety-Service Director within five (5) work days after the Step 1 answer. The Safety-Service Director and/or his designated representative or representatives shall meet with the employee's Steward and the Local Union Grievance Committee within ten (10) work days after the grievance has been filed with the Safety-Service Director, and the Employer's representative shall answer the grievance in writing within five (5) work days following completion of the Step 2 discussions.

Step 3: The Union may appeal the grievance to the Mayor or his designated representatives by giving him notice in writing within seven (7) work days following receipt of the Step 2 answer. The Mayor, together with such, representatives as the Mayor deems appropriate shall meet at a mutually agreed satisfactory time with the employee's Steward, the Local Union Grievance Committee, and the Local President to consider the grievance within ten (10) work days following receipt of the appeal. A representative of Ohio Council 8 shall participate in any such

meeting. The Mayor will answer the grievance in writing within ten (10) work days following completion of the Step 3 discussions.

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

Step 1: A request for mediation must be made within thirty (30) days of the receipt of the Step 3 written answer, unless the parties agree to extend that time. A response to the request must be returned to the other party within seven (7) calendar days of receipt.

Step 2: The grievant shall have the right to be present at the mediation conference.

Step 3: Each party shall have one principal spokesperson at the mediation conference; however, discussion shall not be limited to that individual.

Step 4: The representatives of the parties may, but are not required to, present the mediator with a brief written statement of the facts, the issue, and the arguments in support of their position. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.

Step 5: Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.

Step 6: Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at Step 2 or 3 in the grievance procedure. The rules of evidence will not apply, and no record of the mediation conference shall be made. The parties may mutually agree to refer the issue back to Step 3 of the grievance procedure if facts or testimony which is presented for the first time may be important to the potential outcome of the case.

Step 7: The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

Step 8: If no agreement is reached during the mediation conference, the mediator shall provide the parties with an oral advisory opinion if requested. Either party may waive receipt of the decision, or may request that it be communicated privately.

Step 9: The mediator shall state the grounds for his advisory opinion.

Step 10: The mediator may make recommendations to the parties as to how the grievance might be settled, but such a recommendation has no standing beyond being a suggestion to the parties for a possible settlement.

Step 11: The advisory opinion of the mediator, if accepted by the other parties, shall not constitute a precedent, unless the parties agree otherwise.

Step 12: If no settlement is reached at mediation, the parties are free to arbitrate.

Step 13: Nothing said or done by the mediator may be referred to in arbitration. Neither party may refer in arbitration to any compromise offer made in mediation. Arbitration is to proceed as if the grievance had not been submitted to a mediation procedure.

Step 14: Mediation conferences will take place at a location that is mutually agreeable to the parties and the mediator.

Step 15: The parties will meet promptly to select a mutually agreed upon mediator. If the parties are unable to select a mediator, the Union will promptly contact the Federal Mediation and Conciliation Service (FMCS) to request that a mediator be appointed and simultaneously forward a copy of its request to the Employer. All costs directly related to the services of the mediator shall be borne equally by the parties.

## ARTICLE 43
## ARBITRATION PROCEDURE

43.01 If the grievance is not satisfactorily settled at Step 3 or in mediation as may be applicable, the Union may, within thirty (30) days after receipt of the Step 3 answer, submit the matter to arbitration. The Union shall notify the Employer of its intent to appeal the grievance to arbitration in writing.

43.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

43.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by mutual written agreement of the parties.

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

43.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

43.07 The Arbitrator shall be selected from a list of seven (7) names supplied to the parties by the Federal Mediation and Conciliation Service. Selection of the Arbitrator shall be determined by the alternate striking of names. Either party may request a second list of seven (7) names before selecting the Arbitrator. The party striking first shall be determined by the flip of a coin. The parties shall meet within ten (10) days after both parties receive the list for purposes of selecting the Arbitrator.

43.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

## ARTICLE 44
## SUBSTANCE TESTING AND ASSISTANCE

44.01 Drug and alcohol screening/testing shall be conducted randomly and upon reasonable suspicion, which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the employer from other administrative action.

44.02 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

44.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method, which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two (2) previous tests. If at a point the results of the drug testing procedures conducted by the Employer specified in this Article are negative, (employee confirmatory tests not applicable), all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

44.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section, may be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer may impose disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrate the employee is no longer illegally using a controlled substance, the employee may be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

44.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug-screening tests and

confirmatory tests shall be born by the Employer. For the purpose of this Article, "periodic" shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon, "reasonable suspicion" of drug use.

44.06 No drug testing shall be conducted without authorization of the Service Director. If the Service Director orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to a toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Service Director and shall be kept confidential except as provided by the Ohio Public Records Law, however, test results and records may be used in future disciplinary actions set forth in the Article.

44.07 The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

44.08 Employees that purposely make false accusations pursuant to this Section shall be subject to discipline including, but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

44.09 Random drug testing may be conducted not more than twice in a calendar year, with no more than thirty percent (30%) of bargaining unit employees being tested each time. The selection of the employees to be tested, excluding clerical employees, will be done by the drawing of names or employee members by the Safety Service Director. There will be no random drug testing without the approval and participation of the Safety Service Director.

## ARTICLE 45
## NEGOTIATIONS

45.01 The negotiations and dispute settlement procedures set forth in this Article shall govern negotiations conducted between the Employer and the Union and shall be the exclusive procedures to be followed by both parties.

45.02 Either the Employer or the Union may initiate negotiations by letter of submission to the other party no earlier than March 15th in the year the present contract expires.

46.03 The first session of negotiations shall be held no later than June 1st unless another date is otherwise mutually agreed upon. At the same time of submission, the party initiating negotiations shall serve notice to the State Employment Relations Board.

45.04 The Employer's designated representatives and the Union's designated representatives shall negotiate in good faith. "Good faith" requires that the Union and the Employer be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize that negotiations are a shared process. The obligation of the Employer and the Union to meet for the purpose of formal negotiations does not compel either party to agree to a proposal or require the making of concessions.

45.05 The parties shall not--directly or by implication--coerce, censor or penalize any participant in negotiations. The parties agree to conduct themselves in a professional and non-personal manner. No final contract shall be executed without ratification by the Union members and adoption by

the Employer. However, the parties will have the authority to make proposals, consider proposals, and determine items acceptable to both parties in negotiations.

45.06 Each party's negotiating team shall consist of a maximum of six (6) members, including a chief negotiator. During the course of negotiations, either team may substitute its members at the table and/or bring an additional member to speak on a specific issue.

45.07 Negotiations shall be conducted during the work day without loss of pay and shall not exceed six (6) hours, unless both parties mutually agree to an extension of time. All negotiations meetings shall be held in executive sessions; however, the Union may communicate with its members and the Employer may communicate with the City Administration or City Council as the need arises.

45.08 The chief negotiator of either party may temporarily recess the meeting for the purpose of a caucus with the negotiating team. A caucus shall be a maximum of fifteen (15) minutes in length unless otherwise agreed to by the parties.

45.09 In the event that agreement cannot be reached on all issues submitted during the bargaining process or seventy-five (75) days before the expiration of the contract, whichever is sooner, either party may declare impasse. The declaring party shall notify the other party and submit a request for assistance to the Federal Mediation and Conciliation Service (FMCS). The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator shall have no authority to recommend or bind either party to an agreement.

45.10 In lieu of or in addition to the mediation procedure provided for in Section 45.09, either party may request a fact-finding hearing pursuant to Ohio Revised Code Section 4117.14(C)(3) through Ohio Revised Code Section 4117.14(C)(6) and Ohio Administrative Code Section 4117-9-05 no later than thirty (30) days prior to the expiration of the contract unless the parties both agree to extend this time limit.

45.11 When the parties have mutually agreed on the resolution of an issue, the agreement shall be reduced to writing and initialed by both parties. Once an agreement is initialed, it shall become a tentative agreement. Tentative agreements may be renegotiated by mutual agreement of the parties before final agreement is reached.

45.12 Upon final agreement, a draft contract containing all tentative agreements shall be prepared by the parties and reviewed for accuracy by the negotiating teams. The parties shall then recommend to their respective constituencies that the final agreement be ratified or adopted. Upon ratification and adoption, the contract shall be signed by the representatives of both parties. The contract shall then be binding upon both parties.

45.13 The parties agree that during the term of this contract, memoranda of understanding may be entered into to modify the terms of the contract. Any such memoranda not incorporated into a successor contract shall expire at the end of the contract.

45.14 If the parties are unable to reach a final agreement after the provisions of Article 45.10 of this agreement have been exhausted and the contract has expired, the Union may give a ten-day notice of its intention to strike. Procedures governing strikes as set forth in ORC Chapter 4117.13 shall be followed.

## ARTICLE 46
## OBLIGATION TO NEGOTIATE

46.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations 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.

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

## ARTICLE 47
## TOTAL AGREEMENT

47.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon advance notification to the Union of any such modification or discontinuances.

## ARTICLE 48
## DURATION

48.01 This Agreement shall become effective on January 1, 2014 and shall remain in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2016.

## ARTICLE 49
## EXECUTION

49.01 IN WITNESS WHEREOF, the parties hereto have set their hands this 25th day of MARCH, 2014.

FOR THE UNION:

AFSCME, OHIO COUNCIL 8:

Lou Maholic, Staff Representative

Will Nowel, Staff Representative

3/25/14
Date

LOCAL 3442:

FOR THE EMPLOYER:

CITY OF NORTH RIDGEVILLE:

David Gillock, Mayor

3/19/14
Date

Jeffery Ambruster, Safety Service Director

3/19/2014
Date

## APPENDIX A

### BARGAINING UNIT RECOGNITION

All full-time employees in the Service Area (which shall be deemed to include Grounds Maintenance employees) and French Creek Area of the City of North Ridgeville, including:

Mechanic Helper
Helper
Extra Heavy Machine Operator
Heavy Machine Operator
Light Equipment Operator
Laborer
Mechanic
Water Meter Repairman
Water Meter Readers
Road Sign Maintenance
Chief Operator
Operator Class III
Operator Class II
Operator Class I
Operator (no license)
Laboratory Technician
Mechanic
Water & Sewer Operator
Secretary
Operator No License
Press Operator
Maintenance Mechanic
Sewer Vacuum Operator
Licensed Building Inspector
Resident Project Representative
Part-time Site Supervisor

And, all full-time and part-time clerical and bookkeeping employees in the City Hall Area of the City of North Ridgeville including:

Accounting Clerk
Administrative Assistant/Steno-Building Department
Activities Director
Bookkeeper
Bus drivers, part-time
Clerks
Full time clerk typist
Data Processing Specialist
Finance Clerk
Cook
Secretary
Tax Administrative Assistant
Assistant Cook

But excluding all other clerical employees, professional employees, confidential employees, management level employees, police and fire department employees and supervisors as defined in the Act including:

Working Foreman (with license)
Working Foreman
Safety-Service Director
Package Plant Supervisor
Income Tax Administrator
Treasurer
Engineer
Assistant City Engineer
Assistant to the City Engineer
Law Director
Assistant Law Director/Prosecutor
Part-time Prosecutor
Magistrate
French Creek Supervisor
French Creek Assistant Plant Supervisor
French Creek Forman
Industrial Pretreatment Coordinator
Auditor
Deputy Auditor
Assistant Deputy Auditor
Finance Technician
Income Tax Administrator
Clerk of Mayor's Court
Assistant Clerk of Council
Assistant Clerk of Council CMC
Deputy Clerk of Council
Information Services Director/Network Coordinator
Information Technology Specialist
Maintenance Supervisor Public Grounds
Assistant Engineer
Licensed Building Inspector
Chief Building Inspector
Assistant Chief Building Inspector
Part-time Building Inspector
Case Manager
Administrative Assistant/Steno
Parks and Recreation Director
Parks and Recreation Program Director
Part-time Camp Counselor (seasonal)
Part-time Cashier
Part-time Central Park Manager (seasonal)Director OFOA
Zoning Inspector
Grounds Maintenance Supervisor
Maintenance Supervisor for Public Grounds and Cemetery
Utilities Supervisor
Service Department Supervisor
Water Service Foreman
Street service Foreman

Sewer Foreman
Data Processing Supervisor
Mayor's Assistant
Clerical Aide
Data Processing Specialist
Part-time ADA Compliance Coordinator
Administrative Asst/Steno-Law Department
Administrative Asst/Steno-Safety Service Department
Administrative Asst/Steno-Treasurer
Administrative Assistant to the Mayor
Part-time Dispatcher
Part-time Executive Secretary of Fair Housing Board
Part-time Humane Officer
Part-time Life Guard
Part-time Records Manager
Part-time Recycling Coordinator
Part-time Safety Coordinator
Part-time Services Division Assistant (NRPD)
Part-time Shady Dr. Park Manager (seasonal)
Safety Services Director
Secretary/Fire Dispatcher

## APPENDIX B

### WAGE RATE SCHEDULE
### JANUARY 1, 2014 to DECEMEBER 31, 2016

**Includes $0.10 rate increase in lieu of boot / clothing allowance**

| Percentage annual increase | 2% | 2% | 2% |
|---|---|---|---|
| JOB TITLE | 2014 RATE | 2015 RATE | 2016 RATE |
| Accounting Clerk A | 17.45 | 17.80 | 18.16 |
| Accounting Clerk B | 16.81 | 17.15 | 17.49 |
| Accounting Clerk C | 16.22 | 16.54 | 16.87 |
| Accounting Clerk D | 14.73 | 15.02 | 15.32 |
| Activities Director A | 14.91 | 15.21 | 15.51 |
| Activities Director B | 14.36 | 14.65 | 14.94 |
| Activities Director C | 13.84 | 14.12 | 14.40 |
| Activities Director D | 12.55 | 12.80 | 13.05 |
| Administrative Assistant/Steno A | 19.65 | 20.04 | 20.44 |
| Administrative Assistant/Steno B | 18.89 | 19.27 | 19.65 |
| Administrative Assistant/Steno C | 18.17 | 18.53 | 18.90 |
| Administrative Assistant/Steno D (in Building Dept) | 16.38 | 16.71 | 17.04 |
| Chief Operator A | 27.87 | 28.43 | 29.00 |
| Chief Operator B | 26.80 | 27.34 | 27.89 |
| Chief Operator C | 25.77 | 26.29 | 26.82 |
| Chief Operator D | 23.23 | 23.69 | 24.16 |
| Clerk Typist A | 12.77 | 13.03 | 13.29 |
| Clerk Typist B | 12.23 | 12.47 | 12.72 |
| Clerk Typist C | 11.69 | 11.92 | 12.16 |
| Clerk Typist D | 10.61 | 10.82 | 11.04 |
| Cook A | 14.45 | 14.74 | 15.04 |
| Cook B | 13.93 | 14.21 | 14.50 |
| Cook C | 13.43 | 13.70 | 13.98 |
| Cook D | 12.18 | 12.42 | 12.67 |
| Data Processing Spec. A | 19.71 | 20.10 | 20.50 |
| Data Processing Spec. B | 18.98 | 19.36 | 19.75 |
| Data Processing Spec. C | 18.30 | 18.66 | 19.04 |
| Data Processing Spec. D | 16.53 | 16.86 | 17.20 |
| Extra Heavy Machine Operator A | 25.83 | 26.34 | 26.87 |
| Extra Heavy Machine Operator B | 24.86 | 25.35 | 25.86 |
| Extra Heavy Machine Operator C | 23.93 | 24.41 | 24.90 |
| Extra Heavy Machine Operator D | 21.61 | 22.05 | 22.49 |
| Head Mechanic A | 25.48 | 25.99 | 26.51 |
| Head Mechanic B | 24.53 | 25.02 | 25.52 |
| Head Mechanic C | 23.59 | 24.06 | 24.55 |
| Head Mechanic D | 21.32 | 21.74 | 22.18 |

| JOB TITLE | 2014 RATE | 2015 RATE | 2016 RATE |
|---|---|---|---|
| Heavy Machine Operator A | 23.44 | 23.91 | 24.39 |
| Heavy Machine Operator B | 22.57 | 23.02 | 23.48 |
| Heavy Machine Operator C | 21.72 | 22.15 | 22.59 |
| Heavy Machine Operator D | 19.64 | 20.03 | 20.43 |
| Helper A | 17.91 | 18.27 | 18.63 |
| Helper B | 17.25 | 17.59 | 17.95 |
| Helper C | 16.64 | 16.97 | 17.31 |
| Helper D | 15.06 | 15.36 | 15.66 |
| Laboratory Technician A | 24.75 | 25.24 | 25.74 |
| Laboratory Technician B | 23.80 | 24.27 | 24.76 |
| Laboratory Technician C | 22.86 | 23.32 | 23.78 |
| Laboratory Technician D | 20.99 | 21.41 | 21.84 |
| Laborer A | 19.70 | 20.09 | 20.49 |
| Laborer B | 18.98 | 19.36 | 19.75 |
| Laborer C | 18.29 | 18.65 | 19.03 |
| Laborer D | 17.58 | 17.94 | 18.30 |
| Laborer E | 16.97 | 17.31 | 17.66 |
| Laborer F | 15.34 | 15.65 | 15.96 |
| Licensed Building Inspector A | 28.51 | 29.08 | 29.66 |
| Licensed Building Inspector B | 27.44 | 27.99 | 28.55 |
| Licensed Building Inspector C | 26.40 | 26.93 | 27.46 |
| Licensed Building Inspector D | 23.85 | 24.32 | 24.81 |

***Licensed Building Inspectors shall receive an additional $0.50/hr on their wage for each certification they possess for Commercial Plumbing, Residential Plumbing and for Commercial / Residential Electrical certification, not to exceed the maximum of $1.50 per hour per employee.

| | | | |
|---|---|---|---|
| Light Equipment Operator A | 21.05 | 21.47 | 21.90 |
| Light Equipment Operator B | 20.29 | 20.69 | 21.11 |
| Light Equipment Operator C | 19.52 | 19.91 | 20.31 |
| Light Equipment Operator D | 17.67 | 18.02 | 18.38 |
| Maintenance Mechanic A | 24.76 | 25.25 | 25.76 |
| Maintenance Mechanic B | 23.84 | 24.31 | 24.80 |
| Maintenance Mechanic C | 22.94 | 23.40 | 23.87 |
| Maintenance Mechanic D | 20.73 | 21.14 | 21.56 |
| Mechanic A | 23.44 | 23.91 | 24.39 |
| Mechanic B | 22.57 | 23.02 | 23.48 |
| Mechanic C | 21.72 | 22.15 | 22.59 |
| Mechanic D | 19.64 | 20.03 | 20.43 |
| Mechanic Helper A | 19.49 | 19.88 | 20.28 |
| Mechanic Helper B | 18.77 | 19.14 | 19.53 |
| Mechanic Helper C | 18.07 | 18.44 | 18.80 |
| Mechanic Helper D | 16.35 | 16.68 | 17.01 |

| JOB TITLE | 2014 RATE | 2015 RATE | 2016 RATE |
|---|---|---|---|
| Operator Class I A | 21.47 | 21.90 | 22.34 |
| Operator Class I B | 20.69 | 21.10 | 21.52 |
| Operator Class I C | 19.91 | 20.31 | 20.71 |
| Operator Class I D | 18.00 | 18.36 | 18.73 |
| Operator Class II A | 22.77 | 23.22 | 23.69 |
| Operator Class II B | 21.92 | 22.36 | 22.81 |
| Operator Class II C | 21.11 | 21.54 | 21.97 |
| Operator Class II D | 19.23 | 19.61 | 20.00 |
| Operator Class III A | 24.75 | 25.24 | 25.74 |
| Operator Class III B | 23.80 | 24.27 | 24.76 |
| Operator Class III C | 22.86 | 23.32 | 23.78 |
| Operator Class III D | 20.99 | 21.41 | 21.84 |
| Operator No License A | 20.18 | 20.58 | 20.99 |
| Operator No License B | 19.42 | 19.81 | 20.21 |
| Operator No License C | 18.73 | 19.10 | 19.48 |
| Operator No License D | 16.93 | 17.27 | 17.62 |
| Press Operator A | 24.76 | 25.25 | 25.76 |
| Press Operator B | 23.84 | 24.31 | 24.80 |
| Press Operator C | 22.94 | 23.40 | 23.87 |
| Press Operator D | 20.73 | 21.14 | 21.56 |
| Resident Project Representative A | 26.43 | 26.96 | 27.50 |
| Resident Project Representative B | 25.42 | 25.93 | 26.45 |
| Resident Project Representative C | 24.45 | 24.94 | 25.44 |
| Resident Project Representative D | 22.03 | 22.47 | 22.92 |
| Road Sign Maintenance A | 21.05 | 21.47 | 21.90 |
| Road Sign Maintenance B | 20.29 | 20.69 | 21.11 |
| Road Sign Maintenance C | 19.52 | 19.91 | 20.31 |
| Road Sign Maintenance D | 17.67 | 18.02 | 18.38 |
| Secretary A | 19.71 | 20.10 | 20.50 |
| Secretary B | 18.98 | 19.36 | 19.75 |
| Secretary C | 18.30 | 18.66 | 19.04 |
| Secretary D | 16.53 | 16.86 | 17.20 |
| Sewer Vac Operator A | 20.70 | 21.09 | 21.49 |
| Sewer Vac Operator B | 19.98 | 20.36 | 20.75 |
| Sewer Vac Operator C | 19.29 | 19.65 | 20.03 |
| Sewer Vac Operator D | 18.58 | 18.94 | 19.30 |
| Sewer Vac Operator E | 17.97 | 18.31 | 18.66 |
| Sewer Vac Operator F | 16.34 | 16.65 | 16.96 |

**Sewer vacuum operator(s) shall receive one dollar ($1.00) more per hour than bargaining unit members in the laborer classifcation at the corresponding step

| JOB TITLE | 2014 RATE | 2015 RATE | 2016 RATE |
|---|---|---|---|
| Tax Administrative Assistant A | 19.71 | 20.10 | 20.50 |
| Tax Administrative Assistant B | 18.98 | 19.36 | 19.75 |
| Tax Administrative Assistant C | 18.30 | 18.66 | 19.04 |
| Tax Administrative Assistant D | 16.53 | 16.86 | 17.20 |
| Water & Sewer Operator A | 22.42 | 22.87 | 23.33 |
| Water & Sewer Operator B | 21.59 | 22.03 | 22.47 |
| Water & Sewer Operator C | 20.81 | 21.22 | 21.65 |
| Water & Sewer Operator D | 18.62 | 18.99 | 19.37 |
| Water Meter Repairman A | 20.56 | 20.97 | 21.39 |
| Water Meter Repairman B | 19.79 | 20.18 | 20.59 |
| Water Meter Repairman C | 19.06 | 19.45 | 19.83 |
| Water Meter Repairman D | 17.24 | 17.58 | 17.93 |

PART-TIME

| | | | |
|---|---|---|---|
| Activities Director A | 13.63 | 13.90 | 14.18 |
| Activities Director B | 13.13 | 13.39 | 13.66 |
| Activities Director C | 12.67 | 12.92 | 13.18 |
| Activities Director D | 11.49 | 11.71 | 11.95 |
| Assistant Cook A | 13.21 | 13.47 | 13.74 |
| Assistant Cook B | 12.73 | 12.98 | 13.24 |
| Assistant Cook C | 12.28 | 12.53 | 12.78 |
| Assistant Cook D | 11.14 | 11.36 | 11.59 |
| Bookkeeper A | 14.04 | 14.32 | 14.60 |
| Bookkeeper B | 13.52 | 13.79 | 14.06 |
| Bookkeeper C | 13.04 | 13.30 | 13.56 |
| Bookkeeper D | 11.82 | 12.06 | 12.30 |
| Bus Driver A | 12.03 | 12.27 | 12.51 |
| Bus Driver B | 11.57 | 11.80 | 12.03 |
| Bus Driver C | 11.13 | 11.35 | 11.58 |
| Bus Driver D | 10.04 | 10.24 | 10.44 |
| Clerks A | 11.56 | 11.79 | 12.02 |
| Clerks B | 11.14 | 11.36 | 11.59 |
| Clerks C | 10.75 | 10.97 | 11.19 |
| Clerks D | 9.78 | 9.98 | 10.18 |
| Site Supervisor A | 10.56 | 10.77 | 10.98 |
| Site Supervisor B | 10.16 | 10.36 | 10.57 |
| Site Supervisor C | 9.77 | 9.97 | 10.17 |
| Site Supervisor D | 8.81 | 8.99 | 9.17 |

## APPENDIX C

## PERFORMANCE REPORT

Name: _____ Dept/Position_____ Date _____

1. Knowledge of the job. Does the employee know what to do and why? Is the employee alert to increasing knowledge?

| 4. _____ | 3. _____ | 2. _____ | 1._____ |
|---|---|---|---|
| Exceptional knowledge of work | Good knowledge of work | Requires considerable coaching | Inadequate knowledge |

Comments:

2. Quality of work. Is the employee's work accurate and neat, regardless of volume? How frequent or serious are the errors?

| 4. _____ | 3. _____ | 2. _____ | 1._____ |
|---|---|---|---|
| Highest quality | Well done | Passable | Poor |

Comments:

3. Quantity of work. Is the volume of work what it should be? Does the employee meet quantity standards set for the job?

| 4. _____ | 3. _____ | 2. _____ | 1._____ |
|---|---|---|---|
| More than required | Satisfactory | Marginal | Unsatisfactory |

Comments:

4. Organization of Work. Is the employee able to plan and accomplish jobs in a reasonable amount of time?

| 4. _____ | 3. _____ | 2. _____ | 1._____ |
|---|---|---|---|
| Organizes time efficiently without supervision | Usually organized | Work organization somewhat erratic | Wastes time, requires frequent supervision |

Comments:

5. Care of Equipment. Is the employee able to correctly use and maintain related materials and equipment?

| 4. _____ | 3. _____ | 2. _____ | 1._____ |
|---|---|---|---|
| Very careful | Usually careful | Careless | Sometimes abuses |

Comments:

6. Adaptability. Does the employee demonstrate flexibility in performing assigned duties?

| | | | |
|---|---|---|---|
| 4. _____ | 3. _____ | 2. _____ | 1._____ |
| Easily adjusts to various situations | Satisfactorily works to achieve | Has difficulty adjusting | Unable to adjust |

Comments:

7. Dependability. Can the employee be counted on to perform duties associated with the job?

| | | | |
|---|---|---|---|
| 4. _____ | 3. _____ | 2. _____ | 1._____ |
| Requires no supervision | Requires minimum supervision | Requires frequent supervision | Requires continuous supervision |

Comments:

8. Emotional Qualifications. Does the employee display self-control and even temperament in working with others either inside or outside the employee's department?

| | | | |
|---|---|---|---|
| 4. _____ | 3. _____ | 2. _____ | 1._____ |
| Consistently exhibits emotional stability and maturity | Satisfactorily exhibits emotional stability and maturity | Sometimes does not exhibit emotional stability and maturity | Frequently fails to exhibits emotional stability and maturity |

Comments:

9. Attitude. Does the employee "pitch-in" when needed? Does the employee work smoothly with others? Is the employee willing to put in the extra effort to make work higher quality?

| | | | |
|---|---|---|---|
| 4. _____ | 3. _____ | 2. _____ | 1._____ |
| Always positive | Usually positive | Sometimes positive | Seldom positive |

Comments:

10. Judgment. Does the employee make sound decisions and exercise common sense?

| | | | |
|---|---|---|---|
| 4. _____ | 3. _____ | 2. _____ | 1._____ |
| Asks direction when appropriate, otherwise proceeds on own | Good balance between proceeding and asking direction | Sometimes proceeds without caution | Often proceeds without caution |

Comments:

11. Personal Appearance. Is the employee neat and clean in dress and person appropriate to the work activity?

| | | | |
|---|---|---|---|
| 4. _____ | 3. _____ | 2. _____ | 1._____ |
| Always careful about personal appearances | Usually neat and clean and appropriately dressed | Sometimes appropriately dressed | Frequently inappropriately dressed |

Comments:

12. Public Skills. Does the employee interact well with the public when the opportunity arises? Is the employee capable of representing the City well?

| 4. _____ | 3. _____ | 2. _____ | 1._____ |
|---|---|---|---|
| Always interacts well | Usually interacts well | Sometimes interacts inappropriately | Frequently interacts inappropriately |

Comments:

13. Acceptance of Criticism and Correction. Is the employee willing to make correction without sullenness or rationalization of error?

| 4. _____ | 3. _____ | 2. _____ | 1._____ |
|---|---|---|---|
| Accepts | Usually accepts | Does not handle well | Rejects |

Comments:

14. Attendance and Punctuality. How frequent is the employee absent? How frequent is the employee tardy? Is there a pattern to the absence or tardiness?

| 4. _____ | 3. _____ | 2. _____ | 1._____ |
|---|---|---|---|
| Record is excellent | Occasional absence or tardy | Frequently absent or tardy | Unreliable; absent or tardy without notice |

Comments:

General
Summary: _____

_____

_____

_____

_____

_____

Date Conference Held _____

Evaluator: _____ Employee_____

## APPENDIX D

**Disciplinary Forms**

**NOTICE OF DISCIPLINARY ACTION**

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

Yon are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

_____

_____

_____

_____

_____

_____

You have certain rights regarding the appeal of the above-proposed disciplinary action. Please read the attached information regarding these rights.

_____
APPOINTING AUTHORITY

If Suspension: _____ days Effective ____/____/____
Mo. Day Year

If Termination: Effective ____/____/____
Mo. Day Year

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within five (5) working days to the Appointing Authority:

__ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE.

__ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS: (optional)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(If more space is needed, attach extra sheets of paper)

Signature: _____ Date: _____

Approved Date: _____

Appointing Authority Signature: _____

**Step 2 SUMMARY**

To the Employee and the Appointing Authority:

Please complete this form showing the disposition of the proposed discipline following informal meeting. One copy should be retained by the Appointing Authority and one by the Employee and his representative, if any.

---

DISCIPLINARY MATTER SETTLED:

Discipline to be imposed:

_____

_____

_____

_____

Effective Date: _____

_____ Date: _____
Employee Signature

_____ Date: _____
Appointing Authority Signature

DISCIPLINARY MATTER NOT SETTLED:

I hereby request that a formal grievance at Step __ of the Grievance Procedure.

_____ Date: _____
Employee Signature

## APPENDIX E

## EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the Labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within five (5) working days of receipt of the Notice of Discipline.

### RIGHTS

1. You are entitled to representation at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) working days of receipt of the proposed discipline with your Appointing Authority.

3. If you file your objections, the Appointing Authority will schedule a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.

5. You will have ten (10) working days after the receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Grievance Procedure.

## APPENDIX F

### Application for Paid Leave Transfer

**PART A**
(completed by employee)

Employee: _____ Department: _____

Start date of inability to work _____

I am requesting assistance through the transfer of paid leave policy. I currently have no paid leave available to me. I understand this benefit is only available for a maximum of eight pay periods and that I must reimburse the City if I receive compensation for lost wages from some other source.

Signature: _____ Date: _____

**PART B**
(completed by department head)

Department Head _____

Initial the following statements if they are TRUE:

_____ This employee has received no documented disciplinary action of any kind within the past three years for abuse of sick leave or the patterned use of sick leave.

_____ The injury or illness causing the employee to be absent is not due to a work-related accident.

Signature: _____ Date: _____

**PART C**
(completed by Auditor's Office)

The above named employee, _____ has no paid sick leave available to them.

Signature: _____ Date: _____

Forwarded to the Mayor's Office, _____

**PAID LEAVE TRANSFER PARTICIPATION FORM**

Date: _____

The following employee has applied, met the standards required, and has been approved for benefits under the transfer of the Paid Leave Program.

Employee: _____ Department: _____

Signature: _____ Date: _____
Mayor

---

**If you wish to participate as a donor, please complete this Section and forward to the Auditor's Office.**

Name: _____ Department: _____

I understand the transfer of paid leave policy and hereby agree to donate ____(total) hours of my accumulated paid leave(s) (as explained below) to be transferred and credited to the above-named employee.

HOURS

_____ hours SICK Leave (maximum of 40 hours)

_____ hours Personal _____ hours Merit _____ hours Comp Time

_____ hours Birthday Holiday _____ hours Vacation

I understand that this is a voluntary donation on my part and I certify that I meet the standards of the Paid Leave Donation Policy.

Signature: _____ Date: _____

## APPENDIX G

MEDICAL MUTUAL

**City of North Ridgeville**
**SuperMed Plus Option**
**Non-Grandfathered January 1, 2011**

SuperMed Plus

| Benefits | Network | Non-Network |
|---|---|---|
| Benefit Period | January 1st through December 31st | |
| Dependent Age Limit | 26<br>28<br>Removal upon end of month | |
| Pre-Existing Condition Waiting Period **(does not apply to members under the age of 19)** | Initial Group Waived, All Others 3-3-12 | |
| Lifetime Maximum | Unlimited | |
| Benefit Period Deductible – Single/Family[1] | $200 / $400 | $400 / $800 |
| Coinsurance | 90% | 70% |
| Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family | $800 / $1,600 | $1,600 / $3,200 |
| **Physician/Office Services** | | |
| Office Visit (Illness/Injury)[2, 4] | $15 copay, then 100% | 70% after deductible |
| Urgent Care Office Visit[2, 4] | $15 copay, then 100% | 70% after deductible |
| Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services) | 90% after deductible | 70% after deductible |
| Administration of H1N1 | 100% | |
| **Preventative Services** | | |
| **Preventive Services, In accordance with state and federal law[3]** | 100% | 70% after deductible |
| Routine Physical Exams-One per benefit period (21 and over)[2, 4] | 100% | 70% after deductible |
| Well Child Care Services Including Exam, Routine Vision, Routine Hearing Exams, Well Child Immunizations and Laboratory Tests (To age 21) | 100% | 70% after deductible |
| Routine Mammogram (One per benefit period) | 100% | 70% after deductible |
| Routine Pap Test (One per benefit period) | 100% | 70% after deductible |
| Routine PSA Tests | 100% | 70% after deductible |
| Routine Colorectal Cancer Screenings | 100% | 70% after deductible |
| Routine Endoscopic Procedures | 100% | 70% after deductible |
| Routine Cholesterol Tests | 100% | 70% after deductible |
| Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period) | 100% | 70% after deductible |
| **Outpatient Services** | | |
| Surgical Services | 90% after deductible | 70% after deductible |
| Diagnostic Services | 90% after deductible | 70% after deductible |
| Physical and Occupational Therapies (Limited to 52 visits per benefit period) | 90% after deductible | 70% after deductible |
| Chiropractic Therapy (Limited to 12 visits per benefit period) | 90% after deductible | 70% after deductible |
| Speech Therapy (Limited to 20 visits per benefit period) | 90% after deductible | 70% after deductible |
| Cardiac Rehabilitation | 90% after deductible | 70% after deductible |
| Emergency use of an Emergency Room | 100% | |
| Non-Emergency use of an Emergency Room[4,5] | $50 copay then 90% | $50 copay, then 70% |

| Benefits | Network | Non-Network |
|---|---|---|
| **Inpatient Facility** | | |
| Semi-Private Room and Board | 90% after deductible | 70% after deductible |
| Maternity | 90% after deductible | 70% after deductible |
| Skilled Nursing Facility (60 visits per benefit period) | 90% after deductible | 70% after deductible |
| **Additional Services** | | |
| Allergy Testing | 90% after deductible | 70% after deductible |
| Allergy Treatments | 90% after deductible | 70% after deductible |
| Ambulance | 90% after deductible | 70% after deductible |
| Durable Medical Equipment | 90% after deductible | 70% after deductible |
| Home Healthcare | 90% after deductible | 70% after deductible |
| Hospice | 90% after deductible | 70% after deductible |
| Organ Transplants | 90% after deductible | 70% after deductible |
| Private Duty Nursing | 90% after deductible | 70% after deductible |
| **Mental Health and Substance Abuse** | | |
| Inpatient Mental Health and Substance Abuse Services | Benefits paid are based on corresponding medical benefits | |
| Outpatient Mental Health Services | | |
| Outpatient Substance Abuse Services | | |

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.
[2]The office visit copay applies to the cost of the office visit only.
[3]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States PreventiveServices Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act
[4]Copays accumulate toward the coinsurance maximum
[5]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

MEDICAL MUTUAL

## City of North Ridgeville
## Prescription Drug Program[1]
### January 1, 2011

| Benefits | Copay | Day Supply |
|---|---|---|
| Benefit Period | January 1st through December 31st | |
| Dependent Age Limit | Same as Medical | |
| **Retail Program with Oral Contraceptive Coverage** | | |
| Generic Copayment | $10 | 30 |
| Formulary Copayment | $20 | 30 |
| Non-Formulary Copayment | $30 | 30 |
| **Home Delivery Program with Oral Contraceptive Coverage** | | |
| Generic Copayment | $20 | 90 |
| Formulary Copayment | $40 | 90 |
| Non-Formulary Copayment | $60 | 90 |

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

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

[1] Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

MEDICAL MUTUAL

# Appendix A
## Traditional Dental

| Benefits | |
|---|---|
| Benefit Period | January 1st through December 31st |
| Dependent Age Limit | Same as Medical |
| Benefit Period Maximum (per member) | $2,000 |
| Benefit Period Deductible – (per member) | $0 |
| Orthodontic Lifetime Maximum (per member) (per eligible dependent up to age 23) | $2,000 |
| **Preventive Services** | |
| Oral Exams – two per benefit period | 100% UCR |
| Bite Wing X-rays – two sets per benefit period | 100% UCR |
| Diagnostic X-rays including Full Mouth/Panorex limited to one every 36 months | 100% UCR |
| Prophylaxis (cleaning) – two per benefit period | 100% UCR |
| Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19 | 100% UCR |
| Space Maintainers- limited to eligible dependents up to age 19 | 100% UCR |
| Emergency Palliative Treatment – includes emergency oral exam | 100% UCR |
| **Restorative Services** | |
| Consultations and Other Exams by Specialist | 90% UCR after deductible |
| Minor Restorative Services | 90% UCR after deductible |
| Endodontics/Pulp Services | 90% UCR after deductible |
| Periodontal Services | 90% UCR after deductible |
| Repairs, Relines & Adjustments of Prosthetics | 90% UCR after deductible |
| Simple Extractions | 90% UCR after deductible |
| Impactions | 90% UCR after deductible |
| Minor Oral Surgery Services | 90% UCR after deductible |
| General Anesthesia | 90% UCR after deductible |
| **Complex Services** | |
| Gold Foil Restoration | 65% UCR after deductible |
| Inlays, Onlays – one every five years | 65% UCR after deductible |
| Crowns – one every five years | 65% UCR after deductible |
| Bridgework (Pontics & Abutments) – one every five years | 65% UCR after deductible |
| Partial and Complete Dentures – one every five years | 65% UCR after deductible |
| **Orthodontics Option (25 or more eligible employees required)** | |
| Orthodontic Diagnostic Services | 50% UCR |
| Minor Treatment for Tooth Guidance | 50% UCR |
| Minor Treatment for Harmful Habits | 50% UCR |
| Interceptive Orthodontic Treatment | 50% UCR |
| Comprehensive Orthodontic Treatment | 50% UCR |

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

L6304 01/05

MEMORANDUM OF UNDERSTANDING REGARDING CDL LICENSE PAY PREMIUM

The parties agree to amend Article 29.02 of the contract as it pertains to Class A CDL license incentives as follows:

Service Department employees who possess a "Class A" Commercial Driver's License shall receive a wage rate increase of fifty cents ($.50) per hour, effective January 1, 2014. Any employee enrolled in a Class A CDL class by June 1, 2014, shall, upon passing, also be paid an additional $.50 per hour. If those employees enrolled do not pass the class and have to re-enroll, they will not be entitled to said bonus, and will only be entitled to the Class A incentive defined below.

Effective upon the date of execution of this MOU, all other bargaining unit employees shall receive an additional $.50 an hour for holding a Class A CDL only during those times that their job duties require a Class A CDL. Nothing in this agreement will compel an employee to pay back any monies earned which they have been paid upon execution of this M.O.U.

| | |
|---|---|
| G. David Gillock, Mayor | 5/21/14<br>Date |
| Andy Crites, Law Director | 5/29/14<br>Date |
| Anthony Oliva, AFSCME President | 5/28/14<br>Date |
| Will Nowel, AFSCME Staff Representative | 5/28/14<br>Date |