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AGREEMENT

BETWEEN

THE CITY OF AMHERST

AND

**OHIO COUNCIL 8, AND LOCAL 277
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

EFFECTIVE: 01/01/2014

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PREAMBLE

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

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

ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the Employer in the bargaining unit. Wherever used in this Agreement "bargaining unit" shall be deemed to include those individuals employed full-time and regular part-time by the Employer in the classification as set forth in **Appendix A** herein.

Section 1.2. Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, casual, seasonal, and students whose primary purpose is education or training or who work as part-time employees less than fifty percent (50%) of the normal year shall be excluded from the bargaining unit.

Section 1.3. In the event of a change of duties of a position within the bargaining unit resulting in a reclassification of the position as determined by the Employer or in the event that the Employer establishes a new position, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit. If the Union disputes the Employer's determination of the bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties are unable to agree on the bargaining unit status of the position, the issue shall be subject to appeal by the Union and the Employer to the State Employment Relations Board via the filing of a joint petition for clarification or amendment of certification pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations or by the Union via the filing of a grievance to final and binding arbitration pursuant to Article 8 of this Agreement.

Section 1.4. Substantial changes in the methods of operation, tools and/or equipment of a job shall be the prerogative of the Employer. The establishment of the rate of pay for such job(s) shall likewise be the prerogative of the Employer. If the Union disagrees with the rate of pay established for such job(s), a grievance may be filed in accordance with the provisions of the grievance procedure contained herein. The arbitrator shall have the authority to establish the rate of pay for the position within the parameters of the rates as proposed by the Employer and requested by the Union. Any award of the arbitrator may be retroactive to the date the grievance was filed by the Union.

Section 1.5. 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 worker's exclusive bargaining representative for the purpose of collective bargaining with the Employer, or to refrain from such activity. The Employer agrees that it will not take any action, make any statement, or hold any meeting that implies that the Employer opposes unionization by its employees. The Union agrees that it and its members will not coerce any worker in its efforts to obtain authorization cards. 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 2 NON-DISCRIMINATION

Section 2.1. Neither the Employer nor the Union shall discriminate against any bargaining unit member, non-bargaining unit member, and/or a member of the public on the basis of age, sex, sexual orientation, color, creed, national origin, disability and/or handicap. All of the employees of the City within the bargaining unit shall receive equitable treatment and share in any and all benefits provided herein.

Section 2.2. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as the activity does not conflict with the terms of this Agreement or Chapter 4117. O.R.C.

Section 2.3. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain or coerce employees exercising the right to abstain from membership in the Union or from involvement in Union activities.

Section 2.4. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3 DUES CHECKOFF

Section 3.1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

Section 3.2. The Employer agrees to deduct initiation fees and regular Union membership dues once each pay period of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.4. The Employer may be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Union.

Section 3.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues (months) period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the union dues deduction would normally be made by deducting the proper amount.

Section 3.7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the Union. Two (2) weeks advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

Section 3.8. The Employer hereby agrees to deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of the employees covered by this Agreement upon receipt from the Union of an individual's written authorization card(s) voluntarily executed by an employee provided that:

- (A) 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; and
- (B) The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a position outside the bargaining unit; and
- (A) The contribution amount shall be certified to the Employer by the Union. The Union shall provide the Employer with thirty (30) days' advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in a timely fashion. The transmittal shall be accompanied by an alphabetical list of all employees whom deductions have been made and names of employees for whom deductions have been terminated.
- (C) P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions.

ARTICLE 4 FAIR SHARE FEE

Section 4.1. For the duration of this Agreement, each non-probationary bargaining unit employee who is not a member of the Union shall be required, as a condition of employment, to pay to the union a Fair Share Fee not to exceed the amount of the dues. The payment of Fair Share Fees shall not necessitate the signing of an authorization card and such deduction shall be automatic. Fair Share Fee deduction shall commence within one (1) month, of the execution of this Agreement or one (1) month following the completion of an individual employee's probationary period. Fair Share Fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period equal to the deduction.

Section 4.2. Effective upon the signing of this Agreement, the Union shall certify to the City the amount of the Fair Share Fee to be paid by non-member employees within the bargaining unit. The Union shall submit any changes in the amount of the Fair Share Fee to the City at least one (1) month in advance of any such change.

Section 4.3. The amount of the Fair Share Fee shall be determined by the Union, but shall not exceed the total of any dues, fees, or assessments which may be charged to Union members and may not exceed that amount which is allowable by law. Disputes regarding the payment of Fair Share Fees shall be resolved pursuant to Chapter 4117 O.R.C.

Section 4.4. The Union agrees to indemnify and hold the Employer, its officials, representatives and agents harmless against any and all claims, demands, suits or other forms of liability, including, but not limited to, such items as wages, damages, awards, fines, court costs and attorney fees, which may arise by reason of or result from the operation of this Section of this Agreement.

ARTICLE 5 BULLETIN BOARDS

Section 5.1. The City shall provide the Union with bulletin boards in each department.

ARTICLE 6 UNION REPRESENTATION

Section 6.1. The Employer will recognize two (2) employees selected by the Union, to act as stewards for the purpose of processing grievances and attending meetings in accordance with the provisions of this Agreement. The Union may designate two (2) alternate stewards to act in the absence of the steward(s). In addition, the Employer will recognize a chapter chairperson. No employee shall be recognized by the Employer as a chapter chairperson, steward or alternate steward until the Union has presented the Employer with written certification of that person's selection.

Section 6.2. The investigation and writing of grievances shall be limited to the last thirty (30) minutes of the work shift. Attendance at grievance hearings and other meetings in accordance with the provisions of this Agreement during regular duty hours shall be without loss of pay. However, employees shall not be compensated for attendance at such hearings and/or meetings during non-duty hours.

Section 6.3. Non-employee Union representatives will be recognized by the Employer and admitted to the Employer's facilities for the purpose of investigating and processing of grievances or attending meetings as permitted herein, upon receipt of reasonable advance notice to the Employer.

Section 6.4. Rules governing the activity of Union representatives are as follows:

- (1) A Chapter Chairperson, Steward or Alternate Steward shall not leave his assigned work area to conduct Union business until he has been released by his immediate supervisor. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.

Section 6.5. During a reduction of forces, the listed union representatives may be retained out of line of seniority in the following sequence provided that they can perform the full scope of the required duties on a forthwith basis:

1. Chapter Chairperson
2. Secretary
3. Stewards
4. Alternate Stewards

Section 6.6. Employer agrees to give advance notification to the Union's Chapter Chairperson of the start date of all newly-hired bargaining unit members. The Union shall have an opportunity to meet with the newly-hired bargaining unit members.

ARTICLE 7 DISCIPLINE/CORRECTIVE ACTION

Section 7.1. No non-probationary employee shall be disciplined except for just cause.

Section 7.2. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy.

Section 7.3. Whenever the Employer and/or his designee determines that there may be cause for an employee to receive a verbal recorded reprimand or a written reprimand, the employee and Union shall receive a copy of the reprimand.

Section 7.4. Whenever the Employer and/or his designee determines that there may be cause for an employee to be suspended, or discharged, the employee shall be apprised of the alleged charges in writing, and a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference procedures shall be established by the Employer. If an adjustment is made, the Union shall have the right to be present.

Section 7.5. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by the Union that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure shall be the sole and exclusive remedy for resolving disputes between the parties and shall not be used to affect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 8.2. All grievances must be timely processed at the proper step in order to be considered at subsequent steps. The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the Union within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by the management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of all parties.

Section 8.3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. The Employer and the Union agree to make a responsible effort to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

- Step 1: In order for alleged grievance to receive consideration under this procedure, the grievant, either alone or with the appropriate Union Steward, if the former desires, must identify the alleged grievance to the employee's immediate supervisor within seven (7) calendar days of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within five (5) workdays following the date on which the supervisor was presented the grievance.
- Step 2: If the grievance is not resolved in Step 1, the grievance shall be reduced in writing, signed by the grievant and the Union Steward, and shall be filed with the Superintendent of Utilities within three (3) workdays of receipt of the Step 1 answer. The Superintendent of Utilities or the appropriate management representative shall have three (3) workdays in which to schedule a meeting with the aggrieved employee and his Steward. The Superintendent of Utilities or appropriate management representative shall investigate and respond in writing to the grievance within five (5) workdays following the meeting date.

Step 3: If the grievance is not resolved in Step 2, and before the grievance is advanced to Step 3, the Union may schedule an informal meeting with the Mayor to resolve the matter. If the issue is not resolved at the informal meeting, the appropriate Union Representative may refer the grievance to the Mayor or his designee within three (3) workdays after the conclusion of the informal meeting by submitting it in person to the Mayor's office. The Mayor's office shall receive, time stamp, and return a time stamped copy of the grievance to the Union Representative presenting it. The Mayor or his designee shall have five (5) workdays in which to schedule a meeting with the aggrieved employee and Local Union Chapter chairperson, Steward, and Ohio Council 8 representative. The Mayor or his designee shall investigate and respond to the Ohio Council 8 representative and the Local Union Chapter Chairperson within five (5) workdays following the meeting.

Step 4: All grievances not settled at Step 3 shall be mediated before being referred to arbitration unless the parties mutually agree that the case should not be mediated. The following rules shall govern the mediation of grievances:

1. A request for mediation must be made within five (5) working days of the Step 3 response, unless both parties agree to extend that time.
2. The grievant shall have the right to be present at the mediation conference.
3. Each party shall have one principal spokesperson at the mediation conference; however, discussion shall not be limited to that individual.
4. The representatives of the parties may, but are not required to, present the mediator with a brief written statement of the facts, the issue, and the arguments in support of their positions. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.
5. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.
6. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at Step 2 or 3 in the grievance procedure. The rules of evidence will not apply, and no record of the mediation conference shall be made.

The parties may mutually agree to refer the issue back to Step 3 of the grievance procedure if facts or testimony which is presented for the first time may be important to the potential outcome of the case.

7. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
8. If no agreement is reached during the mediation conference, the mediator shall provide the parties with an oral advisory opinion if requested. Either party may waive receipt of the decision, or may request that it be communicated privately.
9. The mediator shall state the grounds for his advisory opinion.
10. The mediator may make recommendations to the parties as to how the grievance might be settled, but such a recommendation has no standing beyond being a suggestion to the parties for a possible settlement.
11. The advisory opinion of the mediator, if accepted by the parties shall not constitute a precedent, unless the parties agree otherwise.
12. If no settlement is reached at mediation, the parties are free to arbitrate.
13. Nothing said or done by the mediator may be referred to in arbitration. Neither party may refer in arbitration to any compromise offer made in mediation. Arbitration is to proceed as if the grievance had not be submitted to a mediation procedure.
14. Mediation conferences will take place at a location that is mutually agreeable to the parties and the mediator.
15. The parties will meet promptly to select a mediator. If the parties are unable to select a mediator, the Union will promptly contact the Federal Mediation and Conciliation Service (FMCS) for the appointment of a mediator and simultaneously forward a copy of its request to the City. All costs directly related to the services of the mediator shall be borne equally by the parties.

Step 5:

If the grievance is not satisfactorily settled in Step 4, the Union may appeal the grievance to arbitration by submitting a written request for arbitration to the Employer within thirty (30) calendar days following the date the grievance was answered in Step 3 of the Grievance procedure. Within ten (10) days of submitting its written request for arbitration, the Union must request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and a copy of that request must be simultaneously provided to the Employer. An arbitrator will be selected from the panel using the alternating strike method, with the party requesting arbitration striking first. Either party has the right to reject one panel in its entirety and request a new panel from FMCS. In the event the Union does not pursue arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply. The arbitrator shall hold the arbitration hearing promptly and issue his decision within thirty (30) days after close of hearing, unless mutually agreed otherwise by the parties. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator's decision and recommendations shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The award of the arbitrator will be final and binding upon both parties. All costs directly related to the services of the arbitrator shall be borne equally by the parties. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of any court reports shall be paid by the party asking for same, such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 8.4. All grievances should contain the following information and will be filed using the grievance form mutually agreed upon by both parties.

1. The aggrieved employee's name and signature.
2. The aggrieved employee's classification.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
4. Date grievance was filed in writing.

5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific Articles and Sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

However, amendments to the grievance shall not be made other than by mutual agreement of the parties, once a request for arbitration has been submitted.

Section 8.5. A grievance may be brought by an employee covered by this Agreement with the appropriate Union Steward; where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance with the appropriate Union Steward. Each employee to be included in such grievance shall be named in the grievance.

Section 8.6. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates by mutual agreement of the parties.

Section 8.7. For purposes of this Article, workdays shall be defined as Monday through Friday and shall exclude Saturday, Sunday and recognized holidays.

ARTICLE 9 PROBATIONARY PERIODS

Section 9.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of sixty (60) workdays. For purposes of this Article, any employee who has had prior City experience, whether part-time, seasonal and casual or who has lost seniority and returns to the City shall be required to successfully complete the probationary period when employed into a bargaining unit position. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal through the grievance procedure contained herein over such removal. Probationary periods may be extended for thirty (30) days upon mutual agreement of the Employer and the Union, on a case-by-case basis.

Section 9.2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of sixty (60) workdays. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period; however, the provisions of Section 9.1 above do not apply.

Section 9.3. Probationary employees shall not be eligible for promotion to any other position and/or have the right to bid on any other bargaining unit position, until they have completed their probationary period. Probationary employees shall be eligible for health insurance.

ARTICLE 10 SENIORITY

Section 10.1. Seniority shall be defined as an employee's uninterrupted length of continuous service with the Employer as a full-time employee or a required permanent part-time employee (prorated). An employee shall not have seniority for the initial probationary period as provided in Article 9; however, upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 10.2. The Employer shall provide the Local Union Chapter Chairperson with a copy of a seniority list during January and July of each year. The seniority list shall be listed by classification and shall contain, in order of seniority, the names and date of hire of each employee.

Section 10.3. 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 the employee had on the date of layoff, or twenty-four (24) months whichever is the least;
- d. Fails to report to work when recalled from layoff within ten (10) working days from the date the Employer sent the notice of recall to the employee by certified mail to the employee's last known address as shown on the Employer's records;
 - a. Fails to report for three (3) consecutive workdays without an acceptable excuse for his failure to report;
 - b. Retires.

ARTICLE 11 HOURS OF WORK

Section 11.1. The normal workweek for regular full-time employees shall be forty (40) hours in five (5) days of eight (8) hours each day, inclusive of the time allotted for meals during the period starting 12:01 a.m. Monday to midnight Sunday. The tax secretary shall be forty (40) hours in five (5) days of eight (8) consecutive hours each day, exclusive of the time allotted for meals during the period starting 12:01 a.m. Monday to midnight Sunday. The hours for all employees shall be from 7:00 am. to 3:00 p.m. In the event it is necessary to change the hours of work and schedule of hours, the Employer shall meet with the Union. All employees shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period except for other mutually agreed upon schedules with the Union.

Section 11.2. Any employee, in the Waste Water Treatment Plant, whose work week is other than Monday through Friday will receive an additional twenty-five cents (\$0.25) per hour premium for all hours worked on Saturday, Sunday and a holiday and the premium rate will be factored in for any overtime work on those days.

Section 11.3. Definitions:

A. A regular employee is one who works at least eight (8) hours a day and at least forty (40) hours a week in any classification in Appendix A.

B. A regular part-time employee is any employee working in any classification in Appendix A who regularly works less than the normal work week of a full-time employee.

C. A part-time employee who does not perform work in any of the classifications set forth in Appendix A and who works no more than fifty percent (50%) of a calendar year, no more than eight (8) hours per day, no more than twenty-four (24) hours per week, no more than one thousand thirty-nine (1,039) hours per calendar year is excluded from the bargaining unit.

D. A temporary employee is one eligible for membership in the bargaining unit and is hired to perform specific work in any classification in Appendix A for a period of time, not to exceed one hundred twenty (120) work days, and with the understanding that upon completing the specific work or the time period employment will terminate. The time period for a temporary employee may be extended by mutual agreement between the Employer and the Union for a period not to exceed one hundred twenty (120) work days. A temporary employee will not have rights under Article 21, and can be subject to discipline with cause or discharged without cause and without resort to the Grievance Procedure to contest the discharge.

ARTICLE 12
OVERTIME COMPENSATION

Section 12.1. Employees who are required to work in excess of eight (8) hours in one workday shall be compensated at one and one-half (1-1/2) times their regular rate of pay for all such hours worked in excess of eight (8) hours. If not regularly scheduled to work, any hours worked on a Sunday or a holiday shall be compensated at two (2) times their regular rate of pay for all hours worked.

Section 12.2. Employees who are required to work in excess of forty (40) hours in one workweek shall be entitled to overtime compensation at the rate of one and one-half (1-1/2) times their regular rate of pay for all such hours actually worked in excess of forty (40) hours in one workweek and, if called in on a holiday, employees shall be compensated at two (2) times their regular rate of pay for all such hours worked.

Section 12.3. Overtime hours shall not be pyramided.

Section 12.4. For the purpose of computing overtime pay, holidays and vacation time shall be counted as time actually worked,

Section 12.5. At their option, employees may elect to take the above overtime compensation in the form of pay or compensatory time off. Employees may not accrue more than eighty (80) hours of compensatory time at any one time. Compensatory time off shall be scheduled in advance at the request of the employee and with the approval of the Department Head. Compensatory Time must be used by November 15th of each calendar year or it shall be paid in a separate check, payable in the first pay in December. Hours worked for purposes of this article shall include actual hours worked and compensable hours excluding sick leave.

See Memo of Understanding

Section 12.6. The use of non-bargaining unit part-time employees shall not result in the lay-off of any full-time employees. Non-bargaining unit part-time employees shall only be offered overtime after the overtime has first been offered to a full-time bargaining unit employee and then to a regular part-time employee in the same classification and the same department.

ARTICLE 13
EQUALIZATION OF OVERTIME

Section 13.1. The Employer shall be the sole judge of the necessity of overtime; and employees shall not be required to work overtime when assigned except for emergencies. An "emergency" is defined as any impairment to City services or operations which cannot be delayed until the beginning of the next regular workday. In a non-emergency situation where all available employees refused the overtime assignment the Employer shall have the right to require the least senior employees to perform the overtime assignments.

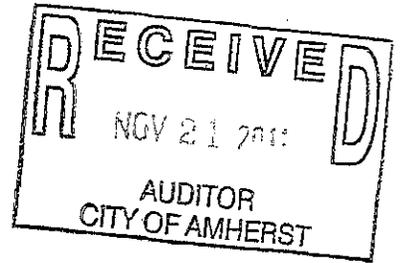
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF AMHERST

AND

OHIO COUNCIL 8 AND LOCAL 277, AFSCME AFL-CIO



The parties agree to modify Article 12, Section 12.5 to allow employee's unused comp-time to be paid in the employee's first regular pay check during the month of December, rather than in a separate check.

FOR LOCAL 277, AFSCME

Joseph E. [Signature]

Date: 11-17-11

FOR THE CITY OF AMHERST

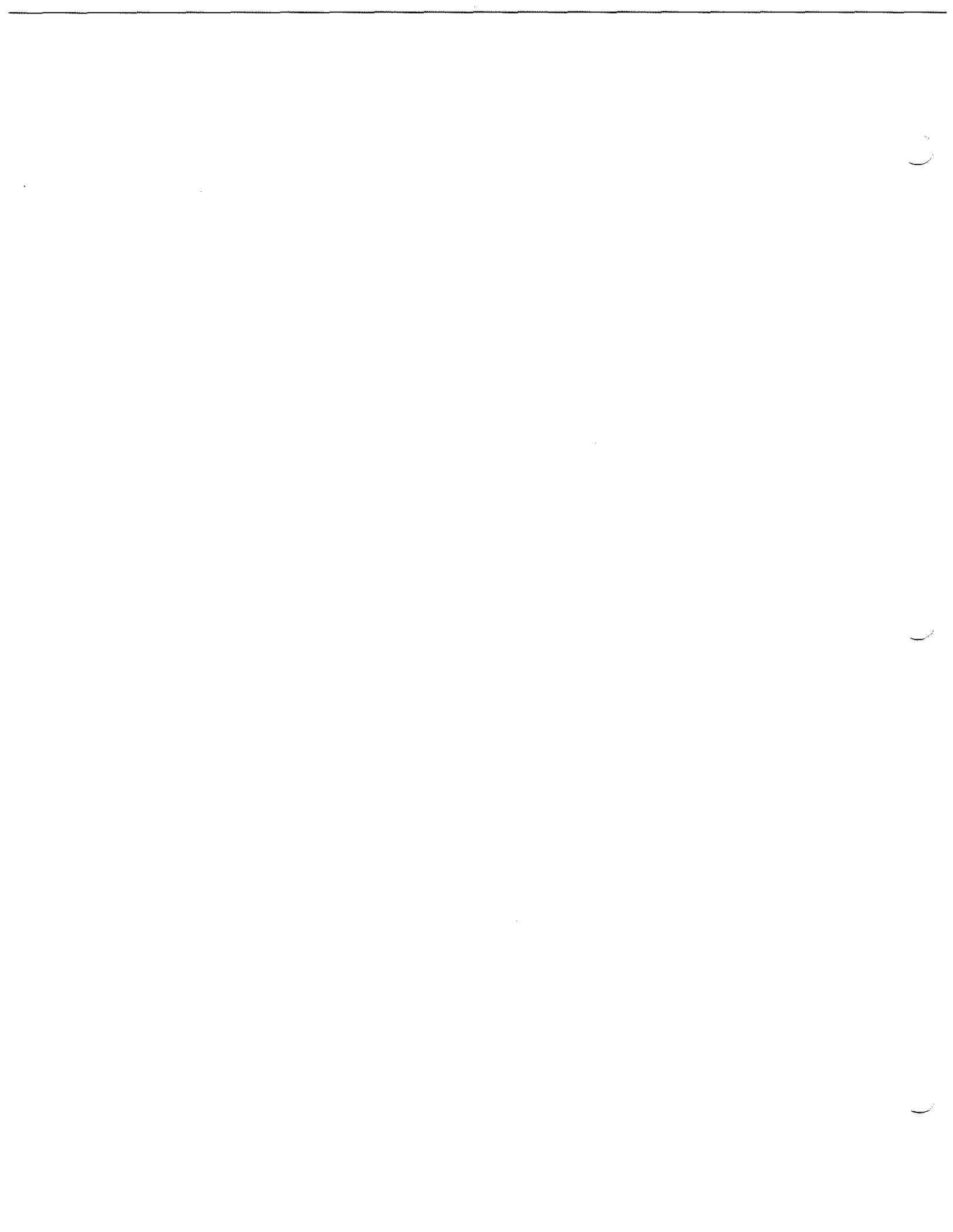
David O. [Signature]

Date: 11-18-11

FOR OHIO COUNCIL 8

Ann M. [Signature]

Date: 11-15-11



Section 13.2. The Employer shall equalize overtime work within an eight (8) hour period spread among employees within the same classification within the same department. 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 overtime distribution. In the event it is not possible to assign the overtime within the department, or in the event a sufficient number of employees are not available for the overtime assignment within the department, the employees from a different department shall be assigned the overtime work and the assignment shall be distributed as equitably as possible within those different departments.

Section 13.3. During the 52-weeks period commencing and ending on or about January 1st through December 31st of each year, the Employer shall maintain a record of overtime offered and worked within the same classification within the same department. At the end of such 52-weeks period, the record will revert to zero in each classification in each department. Said list shall be posted on the bulletin boards of each department.

ARTICLE 14 MILITARY LEAVE

Section 14.1. An employee shall be granted a leave of absence for military duty in accordance with state and federal law.

Section 14.2. If a bargaining unit member is called to active duty in the armed forces of the United States and/or the Ohio National Guard, the bargaining unit member shall, after thirty (30) consecutive days of active duty, be entitled to payment by the City of the difference between the bargaining unit member's military pay and his regular rate of pay for the duration of his/her active duty tour. In computing the difference between the bargaining unit member's military pay and City pay, earned overtime shall not be included in the calculation nor shall the members extra allowances provided by the military (e.g. housing, clothing, dangerous duty etc.) be included in his/her military pay. For purposes of this Article, the bargaining unit member shall submit to the City Auditor sufficient information as to his/her military pay, before receiving the City's payment.

ARTICLE 15 JURY AND WITNESS LEAVE

Section 15.1. An employee called for jury duty, subpoenaed as a witness in a case other than one involving the individual employee, or called as a witness on behalf of the City shall be granted a leave of absence for a period of the jury service or witness service, and will be compensated the difference between his regular pay and the jury or witness pay upon submission of verification of the amount of jury or witness pay received.

Section 15.2. If an employee is required to appear in a court of law for personal reasons, he is expected to take either vacation leave or leave without pay at the discretion and approval of his department head. Whenever possible, an employee shall give at least twenty-four (24) hours advance notice of the need of such a leave.

ARTICLE 16 UNION LEAVE

Section 16.1. At the request of the Union, a leave of absence without pay shall be granted to up to two (2) employees required to attend a Union convention on behalf of the Union which necessitates a suspension of active employment. The leaves granted shall not exceed ten (10) days per year. Employees shall request such leave at least three (3) weeks in advance of the dates of the leave.

Section 16.2. Notwithstanding the provisions in Section 16.1, should the granting of such leave create an operational hardship on the Employer, the leave may be denied.

ARTICLE 17 PAID SICK LEAVE

Section 17.1. Paid sick leave shall be earned and accumulated at the rate of four and six tenths (4.6) hours for each completed bi-weekly pay period in active pay status. Active pay status shall include hours worked, vacation leave and sick leave. Unused sick leave shall accumulate without limit.

Section 17.2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Sick leave pay shall be at the employee's regular straight time hourly rate.

Section 17.3. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee who has completed his probationary period upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or member of his immediate family where the employee's presence is necessary.
 2. Medical, dental or optical examinations or treatment of an employee which cannot be scheduled during non-working hours.

3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
4. Adoption, pregnancy and/or childbirth and other conditions related thereto. The bargaining unit member in attendance at his or her child's adoption or birth may utilize up to seven (7) days without a certificate from a licensed obstetrician, gynecologist, midwife or gynecological nurse practitioner. Complications arising from a pregnancy and/or birth shall not be subject to the seven (7) day limitation.

B. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, father, father-in-law, mother, mother-in-law, spouse, child or grandchild.

Section 17.4. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement on the leave form attached as **Appendix D** explaining the nature of the illness to justify the use of sick leave. Falsification of the leave form or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 17.5. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid.

Section 17.6. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform the employee's duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the postnatal period. A physician's statement shall also be required after the third (3rd) consecutive day of sick leave prior to the employee returning to work.

Section 17.7. At the discretion of the Employer an employee may be required to submit to and pass a physical or mental examination by a licensed physician satisfactory to the Employer before being permitted to return to work. If the physician is designated by the Employer, the Employer shall pay the costs of such examination.

Section 17.8. If an employee retired at age sixty-five (65) or over or if an employee with seven (7) years of service with the City retires before reaching sixty-five (65), ninety (90) days of such employee's accumulated but unused sick leave, or all of such leave if the employee has less than ninety (90) days of accumulated sick leave, shall be paid to the employee. Payment to an employee retiring before age sixty-five (65) shall be made when and only when the employee receives his first check from the State Retirement System.

Section 17.85. In addition to section 17.8 above, an employee shall be permitted to cash out up to thirty (30) hours of sick leave per year during the three (3) years prior to qualifying for retirement. If the employee does not retire and has cashed out thirty (30) hours of sick leave for three (3) years the employee shall be precluded from cashing out other sick leave other than as provided for in 17.8.

Section 17.9. Any bargaining unit member who has been previously employed full-time with another Ohio political subdivision in the last ten (10) years and who has not retired shall be credited upon hiring to transfer into the City a maximum of two hundred forty (240) sick leave hours.

ARTICLE 18 LEAVES OF ABSENCE

Section 18.1.

- A. The Employer shall grant a leave of absence without pay to any employee for a maximum duration of one hundred twenty (120) days because of personal illness or injury, upon request of the employee, and supported by medical evidence.
- B. If the illness or disability continues beyond one hundred twenty (120) days, additional leave, not to exceed a total maximum of six (6) months, may be granted by the Employer upon written request and medical verification of the employee.
- C. The authorization of a leave without pay beyond one hundred twenty (120) days is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
- D. The granting of any leave of absence is subject to approval of the Employer prior to commencement of the desired leave so that the various functions may proceed properly.
- E. Upon completion of a leave of absence, the employee may be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.
- F. The Employer shall not be required to post the position of an employee who has been granted an unpaid leave of absence and who is expected to return to work. When attempting to replace the employee granted a leave of absence, the Employer will first attempt to utilize provisions of Article 22, Section 22.3. If no qualified employee is available, or if the employee temporarily transferred as above needs

replacing, the Employer may hire a temporary employee. Upon return of the employee from unpaid leave, the temporary employee shall be removed from employment without any notice or right to a hearing.

Section 18.2. An employee may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Employer along with a signed physician's statement.

A. The leave of absence will begin on the date the physician states that the employee can no longer perform the substantial portion of her duties, or, up to two (2) months prior to the anticipated delivery date if so requested by the employee and agreed by the Employer.

B. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work.

C. No later than thirty (30) days after delivery, the employee will notify the Employer in writing of her desire to return to work and her anticipated date of return. Employees who desire to return to work shall be placed in their original position or a comparable position, at the applicable rate of pay.

D. The employee may request that any or all accrued sick leave and vacation time be used during the period prior to or after delivery that is covered by the physician's statement.

An employee may request leave for purposes of child care following childbirth, but such leave shall be combined with the leave of absence for maternity purposes and limited to a maximum of six (6) months total. Such leaves of absence shall be approved at the discretion of the Employer and based on the workload of the individual department and/or work unit.

Section 18.3. If it is found that leave is not actually being used for the purpose for which it was granted, the employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty within three (3) days of the expiration or notification of cancellation of a leave of absence may be just cause for removal.

Section 18.4. All leaves of absence (and any extensions thereof) must be applied for in writing and, if granted, will be granted in writing on forms provided by the City (copy to the employee). An employee will be notified within five (5) working days from the date application was made.

Section 18.5. If an employee fails to honor the reason for such granting of the leave of absence, overextends the approved time, or seeks and/or accepts other employment, his seniority may be terminated. An employee shall accumulate seniority during any approved leave of absence but his service shall be tolled for all benefits and shall not accumulate during any unpaid leave of absence (except for union leaves). An employee shall not accumulate entitlement to benefits such as vacation rights, holidays, etc., and shall not be entitled to any employee paid fringe benefits during the leave of absence, except, employees may pick up the cost of such benefits provided prior arrangements are made with the Employer.

Section 18.6. Funeral Leave. An employee shall be entitled to five (5) work days leave of absence for each occurrence of death of his spouse, father, mother, mother-in-law, father-in-law, or child. An employee shall be entitled to a maximum of three (3) work days leave of absence for each occurrence of death of his brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, step-parents, or daughter-in-law within the State of Ohio, and a maximum of five (5) work days for each occurrence of death(s) if the funeral is out of the State of Ohio. An employee shall be entitled to one (1) work day leave of absence with pay in the event of the death of a step-brother, step-sister, aunt or uncle.

Attendance at the funeral or memorial service in lieu of the funeral is required to receive the benefit. The time off must be on the days the employee was scheduled to work. The payment will be at the employee's regular hourly rate and such payment shall not duplicate payment for any other reason.

If additional time off is needed, the Mayor or his designee may grant additional time off without pay or the employee may request to use unused vacation days, sick leave or comp time.

An employee on funeral leave shall upon return to work provide a signed statement on the form attached as **Appendix D** and will submit documentation of the name of the deceased and the date of service, i.e. an obituary. An employee shall not be eligible for payment of funeral leave, if at the time of the funeral and employee is on an approved unpaid leave of absence.

Section 18.7. Nothing herein shall be construed as limiting the rights of the Employer or bargaining unit members under the Family and Medical Leave Act, as amended. Entitlement to leave shall be in accordance with the Act and the Employer's implementing policies. In all cases where an employee qualifies for leave under the Act, the Employer reserves the right to require, and the employee shall be entitled, to utilize any and all forms of paid leave provided under this Agreement prior to the taking of unpaid leave.

ARTICLE 19 LAYOFFS

Section 19.1. Whenever the Employer determines it is necessary to reduce the workforce, including those employees failing C.D.L. certification, employees in the classifications affected shall be laid-off in the following order:

- A. Temporary, part-time, and seasonal employees;
- B. Employees who have not completed their probationary period;
- C. Employees who have completed their probationary period.

Section 19.2. The Employer shall determine the classifications and number of employees to be affected by any layoff within each classification layoff shall occur by inverse order of seniority. An employee designated for layoff may bump into another classification of equal pay or lower pay but may bump only a less senior employee. Under no circumstances may an employee bump into a higher pay classification, even if the employee has previously served in the classification. An employee who bumps must, at the time of bumping, be qualified to perform the full duties and responsibilities of the lower classification without further training or schooling. An employee who wishes to exercise his bumping rights shall notify the Mayor and/or Safety Service Director in writing of his desire to do so within five (5) days of the layoff notice. The Employer will meet with the Chapter Chair or designee and employees in the affected classifications at the time of the layoff notice to explain these provisions.

Section 19.3. Whenever possible, regular full-time employees shall be given at least fourteen (14) days advance written notice of layoff whenever circumstances permit; but in all events, the employee shall be given at least forty-eight (48) hours advance written notice of layoff indicating the circumstances which made the layoff necessary.

Section 19.4. In the event an employee is laid off, he shall receive payment for any earned but unused vacation as quickly as possible, but no later than fourteen (14) calendar days after layoff.

ARTICLE 20 RECALL FROM LAYOFF

Section 20.1. All employees shall be recalled to their classification in the reverse order of their layoff. Employees who have been laid off shall be eligible for recall for a period of eighteen (18) months from the effective date of the layoff. An employee on layoff 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.

Section 20.2. Employees must notify the Employer within the ten (10) days notice period of their acceptance or rejection of the offer of recall. Failure to notify the employer within the established ten (10) days period shall be deemed a rejection of the offer of recall.

Section 20.3. An employee who has been placed on layoff because of a failure to pass CDL certification shall be entitled to recall if re-certified within twelve (12) months of the date of layoff. If recalled, the employee shall be recalled to the last classification held prior to layoff.

ARTICLE 21 PROMOTIONS JOB BIDDING

Section 21.1. When the Employer determines to fill a vacancy in a bargaining unit classification, it shall post a notice of vacancy in all departments for five (5) workdays and provide the Union a copy of the notice. During the five (5) working days, employees may bid for the posted job by providing written notice to the office of the Mayor and/or Safety-Service Director between the hours of 8:00 a.m. and 4:30 p.m. The employee shall be given a dated or time-stamped receipt of his/her bid. Provided the Employer determines that at least one bidder is qualified for the position, the job shall be awarded within ten (10) days after the closing of the bid unless the Employer gives notice in writing to the Union that some reasonable, longer period is required.

Section 21.2. If two or more bargaining unit employees are qualified for the position, the Employer will consider the following criteria:

- a. Work history and performance of the employee;
- b. Attendance;
- c. Ability to do the work, through experience as documented in writing as to work history demonstrating previous/recent experiences in specific job;
- d. Experience on the work in question;
- e. Seniority.

When, in the Employer's determination, factors (a) through (d) are relatively equal, seniority shall be the determining factor.

Section 21.3. If no member of the bargaining unit applies or if the Employer determines that none of the applicants from the bargaining unit is qualified for the position, the Employer may fill the position by hiring a qualified new employee from outside the bargaining unit. Prior to hiring a new employee, an employee who initially signed the posting as in 21.1 above shall be permitted lateral or downward bids.

However, the Employer reserves the right to deny a lateral or downward bid if in its judgment it would adversely effect the skill requirements of the department.

ARTICLE 22
TEMPORARY TRANSFERS

Section 22.1. A temporary transfer shall not normally exceed thirty (30) calendar days, except: (1) to fill a vacancy caused by an employee being on sick or approved leave of absence; (2) to provide vacation relief scheduling; (3) or to meet an emergency. When an employee is temporarily transferred to another job classification, he shall receive the higher of the two rates between his regular rate and the rate of the other classification for all such hours worked on an hour for hour basis.

Section 22.2. The Employer will not rotate temporary transfer assignments for the purpose of depriving employees of the opportunity to qualify for a higher rate of pay under the provisions of Section 1 herein.

Section 22.3. A temporary transfer shall be offered to the senior qualified employee on duty within the department, whenever practicable, as determined by the Employer.

Section 22.4. When an employee is designated by the Employer as acting foreman, said employee shall receive a foreman's rate of pay for all hours worked in that classification.

ARTICLE 23
VACATIONS

Section 23.1. Employees will be eligible for vacation with pay provided they have worked a minimum of one thousand forty (1,040) hours during the preceding year. The amount of vacation leave to which an employee is entitled shall be based upon continuous length of service as of his anniversary date as follows:

<u>Length of Service</u>	<u>Vacation Hours</u>
After one (1) year	40
Two (2) years but less than five (5) years	80
Five (5) years but less than ten (10) years	120
Ten (10) years but less than eighteen (18) years	160
Eighteen (18) years and over	200

Section 23.2. An employee shall become eligible for vacation leave on his anniversary date. Vacations shall not be cumulative and shall be taken during the applicable calendar year or be forfeited, except as otherwise provided in Section 23.3 herein.

Section 23.3. All vacations shall be scheduled and approved in advance by the Department Head or his designee, as deemed appropriate. During the first quarter of each calendar year, employees will be given an opportunity to indicate their vacation leave preferences, and promptly thereafter, a written vacation schedule will be prepared by the Employer with preference given to employees according to their seniority. The Employer shall permit an employee to accumulate vacation from year to year, provided that such accumulation does not exceed seven (7) weeks. The Employer may authorize additional carry over in situations where an employee who has properly requested vacation leave is denied such leave due to the operational needs of the City. However, should it be mutually agreed that an employee work during his scheduled vacation, such employee shall be compensated for such vacation time at his regular rate of pay, and shall not be credited with such vacation hours for the purpose of computing overtime. Two (2) Street Department employees may be off at a time during the winter months. Employees may schedule vacation time in increments of four (4) or more hours.

Section 23.4. An employee leaving the service of the Employer shall be entitled to pay for any accrued but unused vacation time. In case of death of an employee, any unused vacation leave shall be paid to his estate.

Section 23.5. If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday either at the beginning or end of his vacation.

Section 23.6. Any employee hired after January 1, 2007, who, within the previous five (5) calendar years, has prior full-time service with an Ohio Municipality shall have the years of service transferred to the City for purposes of calculating vacation time under this Article.

ARTICLE 24 HOLIDAYS

Section 24.1. All non-probationary employees shall be entitled to the following paid holidays as set forth below:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Day after Thanksgiving
Good Friday	Veterans Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	One (1) Personal Holiday
Columbus Day	One (1) Hour on Election Day
Martin Luther King Day	

Section 24.2. Employees shall be compensated for said holidays during the pay period within which they were observed provided the employee is in active pay status during the week within which they were observed. For the purposes of this Section, "active pay status" shall mean hours actually worked, or paid leaves.

Section 24.3. 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. The Personal Holiday will be taken upon the prior notification and approval of the supervisor.

Section 24.4. Any full-time employee that works during the observation of a holiday will be compensated at two (2) times his/her normal working rate for all hours worked.

ARTICLE 25 CALL-IN PAY

Section 25.1. An employee who is called in to work, when not an extension of his regularly scheduled shift, shall be guaranteed a minimum of four (4) hours of call-in pay at one and one-half (1-1/2) times the applicable rate of pay. The Employer shall have the right to retain and require the employee to engage in productive work for the full four (4) hours. An employee who is called in to work as an extension of his regularly scheduled shift shall be guaranteed a minimum of two (2) hours of call-in pay.

ARTICLE 26 STANDBY PAY

Section 26.1. Standby pay is defined as payment for an assignment which requires an employee to be immediately available on a continuous basis during his normal off-duty hours. An employee shall be on standby status when he is notified in writing by the Superintendent of Utilities, the Service Director, Foreman, or the Mayor of such assignment. Standby pay shall not be included in the calculation for call-in pay.

Section 26.2. Employees assigned to standby status shall be compensated at the rate of one (1) hour of pay for each weekday assignment [two (2) hours of pay if the weekday is a holiday] and two (2) hours of pay for each Saturday or Sunday assignment [four (4) hours for a combined Saturday and Sunday]. When actually called out, an employee shall receive a minimum of four (4) hours work or four (4) hours pay at the applicable rate of pay.

Section 26.3. Standby assignments shall be equalized to the extent possible.

Section 26.4. The Employer shall utilize a pager system which shall allow employees to travel within a seventy-five (75) mile radius while on standby. However, in cases of storms known to be approaching and/or storm watches or warnings, employees shall remain in a proximity which shall allow them to respond within one (1) hour or less.

Section 26.5. Employees may take their standby pay as compensatory time.

ARTICLE 27 MILEAGE AND TRAVEL

Section 27.1. All regular full-time employees required to use their car in the performance of their job duties for the Employer, shall be reimbursed only for such actual mileage at the rate of thirty-one cents (\$0.31) per mile or the IRS rate, whichever is higher, but the employee shall not be entitled to reimbursement unless the use of the employee's car was authorized by the Mayor, Superintendent of Utilities, Service Director and employee's Foreman or Superintendent.

Section 27.2. When an employee is required to be away from the City in the performance of his job, the employee shall be reimbursed for his meals at the following rate of pay:

Up to 9:00 a.m.	\$ 6.00
Up to 1:00 p.m.	\$10.00
Up to 6:00 p.m.	\$15.00

Section 27.3. Receipts covering expenses must be submitted to the Auditor's Office along with an expense voucher in order to receive payment as specified in Section 27.2 herein.

ARTICLE 28 TOOLS AND EQUIPMENT

Section 28.1. The Employer shall provide the tools and equipment necessary, except mechanic tools unless specifically authorized otherwise in this Agreement, for the performance of required job duties.

Section 28.2. The Employer shall provide and assume the costs of insurance coverage of mechanic's tools. The Employer will also provide mechanic's tools of 3/4 inch drive or more and other special equipment as deemed necessary by the Employer. The Employer shall pay a Three Hundred Fifty Dollars (\$350.00) Tool Allowance to each Mechanic on or about January 1st each year of the contract to reimburse for the expense of buying tools. An employee receiving a tool and equipment allowance shall submit an affidavit each December stating that the amount of monies paid was used for tools and equipment. See **Appendix E**.

ARTICLE 29
CLOTHING ALLOWANCE AND FOUL WEATHER GEAR

Section 29.1. To reimburse the expense of work clothes, employees of the Street, Electric, Sewer/Treatment, Collection and Water Department and the Building Inspection Classification will receive an annual clothing allowance for the purchase of work-related apparel. Effective 2016, the Tax Secretary will receive an annual clothing allowance for the purchase of work-related apparel. The allowance shall be Four Hundred Fifty Dollars (\$450.00) payable on or about June 1st. In addition, the City within its discretion may issue shirts and jackets to employees on an "as needed" basis. An employee receiving a clothing allowance shall submit an affidavit each May stating the amount of monies paid was used for the purchase of work clothes. See **Appendix F**.

Section 29.2. The Employer shall provide to employee for the proper performance of their jobs foul weather gear, including gloves, boots, insulated *Carhart* jackets, and insulated *Carhart* bib overalls to employees of the Street, Electric, Sewer/Treatment, Collection and Water Departments, the Building Inspection Classification, and Utility/Service.

ARTICLE 30
HEALTH AND SAFETY

Section 30.1. It is agreed that safety must be a concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working equipment and vehicles. Supervisory personnel shall see that the safety rules and safe working methods are followed by employees. Employees accept the responsibility to operate equipment and work vehicles in a safe and proper manner and to follow all safety rules and safe working methods of the Employer. All unsafe vehicles or equipment must be reported immediately on the form in **Appendix B** to the next higher authority in charge as soon as said unsafe working conditions are known. For purposes of this Article, "immediately" is defined as within one (1) hour of the discovery of the unsafe working condition. The Union and the City agree to form a Labor/Management/Safety Committee (LMSC), to foster a better relationship, to discuss items of mutual concern, and attempt to resolve conflicts or disagreements. The LMSC will consist of equal numbers of Employer and Union representatives, including the Mayor, Safety Service Director, Superintendent of Utilities, and the Chapter Chairperson. The LMSC will meet a minimum of two (2) times per calendar year with such meetings scheduled within a reasonable time upon written request by one party to another. Prior to a meeting, each party will inform the other party of items to be included on the agenda. Time spent in the LMSC will be considered time worked. Discussion and/or resolution of items by the LMSC are not bargaining and are not subject to the regulations of the State Employment Relations Board.

**ARTICLE 31
HOSPITALIZATION**

Section 31.1. Upon ratification of the parties, the Employer shall provide employees with medical, dental and vision insurance coverage comparable to the current insurance plans, except the following changes will be made with respect to:

a. Steerage

In-Network Coverage: Co-pay 80/20; Deductible \$200.00 single/\$400.00 Family;
Out of Pocket Maximum \$400.00 Single/\$800.00 Family.

Out-of-Network Coverage: Co-pay 60/40; Deductible \$600.00 Single/\$1,200.00
Family; Out of Pocket Maximum \$1,200.00 Single/\$2,400.00 Family.

b. Prescription Drug Benefit

Co-pays as follows: Generic \$10.00; Brand Preferred \$20.00; Brand Non-
preferred \$30.00.

c. Premium Contributions

i. Employees Hired On or Prior to January 1, 2014:

Effective January 1, 2014 through December 31, 2015, employees will contribute eleven percent (11%) of the total COBRA rates with no caps for such insurance. Effective January 1, 2016, employees will contribute twelve percent (12%) of the total COBRA rates with no caps for such insurance.

ii. Employees Hired After January 1, 2014:

Effective January 1, 2014, employees will contribute fourteen percent (14%) of the total COBRA rates with no caps for such insurance.

For the duration of this agreement only, if the City applies the health insurance premiums prospectively to any of the Ohio Patrolmen's Benevolent Association units, then the City shall apply the health insurance premiums prospectively to the Ohio Council 8 and Local 277, American Federation of State, County & Municipal Employees. This paragraph shall be null and void at the expiration of this agreement and shall be deleted from any successor collective bargaining agreement.

d. Any employee who is eligible for medical insurance and elects to decline coverage shall receive \$200.00 per month effective January 1, 2014, \$250.00 per month effective January 1, 2015 and \$300.00 per month effective January 1, 2016. Election of the option

shall be made in writing to the Deputy Auditor during each yearly open enrollment period. Any employee who has elected to participate in this option shall be from year to year. Such payment in lieu of participation shall not be subject to PERS contribution, but shall be applicable to all other taxes. Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through the qualify event shall be provided insurance coverage as provided under this Article upon written notification to the Deputy Auditor and the stipend shall be pro-rated.

Employees' contribution for the premium cost shall be through a 125 Plan and be pretax dollars.

Section 31.2. The Employer agrees to contribute the remaining portion of the premium costs for such insurance for the life of this Agreement.

Section 31.3. The Employer may, during the life of this Agreement, change insurance carriers. Prior to any transfer of coverage to a comparable program with a new insurance carrier, the Employer will notify the Union and provide the Union the opportunity for review, questions, and comments,

Section 31.4. The parties agree to form an insurance committee to meet and discuss concerns relating to insurance coverage, administrative and cost issues, and to make recommendations to the administration to resolve insurance concerns. The City shall be represented by the Mayor/designee and the Union shall designate one member from each of the bargaining units as its representatives. Other non-police unions may participate in this committee. The committee shall meet on a quarterly basis or as needed to address areas of concern.

ARTICLE 32 AFSCME CARE PLAN

Section 32.1. Effective May 1, 2014, the Employer agrees to contribute \$69.15 per month to the AFSCME Care Plan Fund for each employee in the bargaining unit. The coverage shall include:

1. Vision Care III;
2. Life Insurance II;
3. Hearing Aid;
4. Dental II-A; and
5. Employee Assistance III.

**ARTICLE 33
NO STRIKE/NO LOCKOUT**

Section 33.1. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

A.

During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any sick call work stoppage, strike, sympathy strikes, or slowdown which affects the Employer or his operations, Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike is not sanctioned by the Union and that all employees should return to work immediately" signed by the Local Chapter Chairperson.

Section 33.2. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

Section 33.3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

**ARTICLE 34
MANAGEMENT RIGHTS**

Section 34.1. Except as expressly limited by this Agreement, the management of the Employer's operations in all their phases and details, the control of its premises, and the direction and control of the employees shall remain vested in the Employer. The Employer's rights include, but are not limited to the exclusive rights to manage, direct and supervise its operations, including all functions, hours of work and schedules of operations; maintain order; discipline and efficiency; to hire, direct, classify and assign, temporarily assign, transfer, evaluate, promote, layoff, discipline and discharge employees for just cause; to expand or decrease its operations or work schedules; to establish reasonable rules and regulations to be observed by the employees; to determine the classifications, size and duties of the workforce; to determine work methods, standards, materials and equipment; to determine staffing patterns, schedules and assignments of work, shifts and overtime requirements; to assign and allocate work within and between departments in accordance with the needs of the City; to reorganize, discontinue, or enlarge any departments or portions thereof; to establish, modify or abolish jobs and job descriptions; to adopt, install, and operate new and improved equipment and methods of operation; to establish reasonable rules and regulations for the safe, efficient, and orderly conduct of its operations; and to carry out all functions of management, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

**ARTICLE 35
WAGES/SHIFT DIFFERENTIAL**

Section 35.1. For the duration of this Agreement, the rates of pay for the employees within the bargaining unit shall be established in the wage tables as set forth below:

Department	Classification	01/01/14	01/01/15	01/01/16
		4		
Street	Operator A	\$24.72	\$25.21	\$25.59
	Operator B	\$23.15	\$23.61	\$23.96
	Operator C	\$22.92	\$23.38	\$23.73
	Truck Driver A	\$22.79	\$23.25	\$23.60
	Truck Driver B	\$22.43	\$22.88	\$23.22
	Truck Driver C	\$22.19	\$22.63	\$22.97
	Mechanic	\$24.31	\$24.80	\$25.17
	Welder	\$24.48	\$24.97	\$25.34

Department	Classification	01/01/14	01/01/15	01/01/16
			5	
Electric	Lead Lineman	\$29.27	\$29.86	\$30.31
	Journeyman 12 mo.	\$26.87	\$27.41	\$27.82
	Journeyman Start	\$25.84	\$26.36	\$26.76
	Lineman A	\$23.79	\$24.27	\$24.63
	Lineman B	\$23.43	\$23.90	\$24.26
	Lineman C	\$23.22	\$23.68	\$24.04
	Meter Tech	\$23.55	\$24.02	\$24.38
	Groundsman A	\$22.62	\$23.07	\$23.42
	Groundsman B	\$22.37	\$22.82	\$23.16
	Groundsman C	\$22.04	\$22.48	\$22.82
	Lead Arborist	\$26.43	\$26.96	\$27.36
	Arborist	\$22.80	\$23.26	\$23.61

Department	Classification	01/01/14	01/01/15 5	01/01/16
WPCC	Elec./Mech. Maint.	\$26.97	\$27.51	\$27.92
	Operator III	\$27.37	\$27.92	\$28.34
	Operator II	\$24.99	\$25.49	\$25.87
	Operator I	\$24.09	\$24.57	\$24.94
	Operator	\$22.85	\$23.31	\$23.66
	Asst. Operator	\$22.64	\$23.09	\$23.44
	Lab Technician IV	\$28.94	\$29.52	\$29.96
	Lab Technician III	\$27.37	\$27.92	\$28.34
	Lab Technician II	\$24.99	\$25.49	\$25.87
	Lab Technician I	\$24.09	\$24.57	\$24.94
	Lab Technician	\$22.85	\$23.31	\$23.66

Department	Classification	01/01/14	01/01/15 5	01/01/16
Collections	Operator III	\$27.37	\$27.92	\$28.34
	Operator II	\$24.99	\$25.49	\$25.87
	Operator I	\$24.09	\$24.57	\$24.94
	Camera Operator	\$23.48	\$23.95	\$24.31

Department	Classification	01/01/14 4	01/01/15	01/01/16
Water	Operator III	\$27.37	\$27.92	\$28.34
	Operator II	\$24.99	\$25.49	\$25.87
	Operator I	\$24.09	\$24.57	\$24.94
	Skilled Operator	\$24.72	\$25.21	\$25.59
	Meter Reader A	\$22.37	\$22.82	\$23.16
	Meter Reader B	\$22.17	\$22.61	\$22.95

Department	Classification	01/01/14	01/01/15	01/01/16
			5	
Laborers	Laborer I	\$18.29	\$18.66	\$18.94
	Laborer II	\$18.86	\$19.24	\$19.53
	Laborer III	\$22.37	\$22.82	\$23.16
	Laborer IV	\$22.66	\$23.11	\$23.46

Department	Classification	01/01/14	01/01/15	01/01/16
Utilities Office	Bookkeeper B	\$21.50	\$21.93	\$22.26
	Clerk A	\$20.85	\$21.27	\$21.59
	Clerk B	\$20.58	\$20.99	\$21.30
	Clerk	\$19.50	\$19.89	\$20.19

Department	Classification	01/01/14	01/01/15	01/01/16
			4	
			5	
Other	Tax Secretary	\$21.56	\$21.99	\$22.32
	Building Inspector I	\$32.12	\$32.76	\$33.25
	Building Inspector III	\$29.53	\$30.12	\$30.57
	Building Inspector	\$26.02	\$26.54	\$26.94
	Auto-CAD Operator	\$23.26	\$23.73	\$24.09
	Heavy Equipment Operator	\$24.57	\$25.06	\$25.44

There shall be a six (6) months progression for employees who work in classifications enumerated in each step C, B, A, provided such progression is approved by the Superintendent of Utilities, Safety-Service Director and/or Mayor. If the approval is denied, an employee may file a grievance pursuant to Article 8 of this Agreement.

An employee is placed in the Lineman C classification upon satisfactory completion of the primary lineman training program. Once an employee is placed in the Lineman C classification, the City will make available and pay the cost of subsequent training. Progression to Lineman B is based on satisfactory completion of the secondary training program. Progression to Lineman A is based on satisfactory completion of the high voltage (Journeyman's) training program. An employee progresses from Lineman A to the starting rate for a Journeyman Lineman one year after becoming a Lineman A, provided the Superintendent of Utilities or his designee determines he has the requisite skills to perform as a Journeyman Lineman. If the approval is denied an employee may file a grievance pursuant to Article 8 of this Agreement.

Progression from Lab Technician to Lab Technician I, II, III and IV is based on successful attainment of each respective level of license from the State of Ohio.

Employees in the Sewer, Water and Collections Departments can progress through the operator classifications within their respective departments based on successful attainment of each respective level of license from the State of Ohio.

Building Dept. - Based on the successful attainment of each respective license from the State of Ohio.

Employees will receive bi-weekly paychecks consisting of wages for time worked and applicable overtime, as well as sick time and compensatory time for the preceding two week period. The amount for each pay category will be displayed on the check stub.

The Employer shall pay for the initial CDL license and the cost of renewal (every 4 years) of an employee's CDL. Should an employee lose or have the employee's CDL suspended, the City shall not be responsible for any costs associated with the employee's reinstatement of the CDL or issuance of a new CDL.

Should any bargaining unit's negotiations result in a higher percentage than the general wage increases negotiated for any of the years of this Contract, then AFSCME shall be entitled to the difference between the higher percentage, retroactive to the applicable year.

STEP PROGRESSION

Employees who are hired after 07/01/1997 shall be subject to the following step progression:

<u>Start</u>	90% of top base hourly rate.
<u>1st Year</u>	95% of top base hourly rate.

2nd Year

100% of top base hourly rate.

NOTE: The Employer at its discretion may start new hires at any of the aforementioned three (3) step progressions.

SHIFT DIFFERENTIAL

For the duration of this Agreement, the Employer shall pay twenty-five cents (\$0.25) per hour in addition to the employee's normal hourly rate for 2nd shift and thirty cents (\$0.30) per hour for all employees who work 3rd shift.

**ARTICLE 36
LONGEVITY**

Section 36.1. Full-time employees in the bargaining unit shall receive longevity pay of Eight and 25/100 Dollars (\$8.25) per year of service, per month, payable monthly but not to be included in the base rate and not to be utilized in overtime pay computation. Said longevity plan will commence when an employee completes five (5) years of service with the Employer.

**ARTICLE 37
SCHOOL COST REIMBURSEMENT**

Section 37.1. The Employer will reimburse the cost of college or school tuition for credited courses which are job related, which are approved by the Safety-Service Director and in which the employee attains a C grade or better. In the event a grade is not given, a passing mark must be attained.

Section 37.2. Effective June 1, 2005, bargaining unit employees who hold a degree in a course of study directly related to their position with the City and from an accredited college/university program, shall receive additional yearly compensation as listed below:

Associates Degree	\$300.00
Bachelors Degree	\$600.00
Post Graduate Degree	\$900.00

**ARTICLE 38
SEVERE WEATHER POLICY**

Section 38.1. The Employer agrees to limit outside work during extremes in weather. The Employer shall ultimately make the decision when work is to be limited. It is understood that the Union may grieve the reasonableness of such decision after the work has been performed.

**ARTICLE 39
SEVERABILITY/LEGALITY**

Section 39.1. This Agreement is subject to all applicable federal laws, Chapter 4117 of the Ohio Revised Code and Equal Opportunity Commission Rules and Regulations, and shall be interpreted whenever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 39.2. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

Section 39.3. In the event any provision of this Agreement is declared invalid by operation of law, the Employer and the Union shall, upon the written request of either party, meet within ten (10) calendar days of said request for the purpose of negotiating a lawful alternative provision.

**ARTICLE 40
DISABILITY LEAVE**

Section 40.1. An employee who is disabled as a result of the performance of duties within the scope of his employment as a full-time employee of the Employer, if such disability prevents him from performing his duties, he shall be paid his regular compensation during the continuance of such service-related disability, but for a period not to exceed one hundred eighty (180) workdays from the date that such service-related disability was incurred. During such disability leave, compensation shall be paid in accordance with this Section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service-related disability within the meaning of this Section is incurred, the first ten (10) days of said service-related disability shall be charged to said employee's accumulated sick leave credit, or if less than ten (10) days accumulated sick leave is available, the existing sick leave credit then available shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

Any employee who obtains a paid leave under this Article shall file for workers' compensation and sign a waiver assigning to the Employer those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

Section 40.2. A certificate of the attending physician or surgeon certifying to the service-related disability and the cause thereof shall be filed with the Mayor before the last day of each month in which such disability occurred or continues, or more often, if requested to do so by the Mayor, and any employee receiving disability leave must, as a condition thereof, submit to a physical or physicals by a physician or surgeon chosen by the Employer at any time.

Section 40.3. In the event an employee is dissatisfied with a determination of the Mayor based on the Employer's medical examination, the employee may submit the question to the Grievance procedure.

ARTICLE 41 ABSENCE DAY RESERVE PLAN

Section 41.1. A bargaining unit member may donate up to five (5) days of member's accumulated sick leave to any bargaining unit member who has exhausted or will exhaust the member's accumulated sick leave.

Section 41.2. Donation of sick days shall be initiated by the bargaining unit member filling out an appropriate form with the Auditor.

Section 41.3. Donated sick leave days shall be used by the absent member as needed on a daily basis and shall be deducted from the donor when used. Additional days of earned sick leave shall be used prior to using any donated sick leave days.

Section 41.4. No bargaining unit member may receive more than an aggregate of thirty (30) donated sick leave days in any one contract year.

Section 41.5. Donated days shall not be construed as belonging to the donee bargaining unit member, but rather as belonging to the donor bargaining unit member.

**ARTICLE 42
CIVIL SERVICE**

Section 42.1. It is the intention of the parties, that pursuant to ORC 4117.10(A), the Amherst Civil Service Commission shall not have the authority to exercise jurisdiction in any matter over the members of the bargaining unit, except as to the original appointment of Laborer I.

Section 42.2. The salary schedule will have a separate Classification called Laborer [All Departments]:

Laborer IV
Laborer III
Laborer II
Laborer I

Section 42.3. There shall be progression between employees working in the laborer classifications of twelve (12) months. Progression shall be approved by the Superintendent of Utilities and/or Safety Service Director. If the approval is denied, an employee may file grievance pursuant to Article 8 of this Agreement.

**ARTICLE 43
PERS SALARY REDUCTION PICKUP**

Section 43.1. The City agrees to continue the PERS Salary Reduction Pickup Plan for the duration of the collective bargaining agreement.

**ARTICLE 44
WATER POLLUTION DEPARTMENT EMPLOYEE LICENSING**

Section 44.1. It is the policy of the Employer that all positions in the Water Pollution Control Plant require a minimum of an OEPA Class I Wastewater Operator License, except laborers are not subject to this certification requirement.

The Employer will continue its practice of reimbursing employees for any costs incurred obtaining credits, including training and testing fees, to satisfy EPA license renewal requirements. Only those costs associated with the employee's first attempt at the credit, training or certification will be reimbursed and, in order to be eligible for reimbursement, the employee must obtain prior approval from the Superintendent of the Water Pollution Control Plant and a passing score. In addition, the City shall also continue its practice of reimbursing costs associated with actual OEPA certificate renewal fees.

An employee will show proof that OEPA requirements for renewal of the license are met. The OEPA Renewal Card issued by the OEPA will be proof of renewal and a photocopy of this renewal card will be given to the Employer.

ARTICLE 45
ALCOHOL AND DRUG FREE WORKPLACE

Section 45.1. The Union agrees to adhere to the City's Alcohol and Drug-Free Workplace Policy.

ARTICLE 46
PENSION PICK-UP

Section 46.1. In accordance with the requirements of Section 414(h)(2) of the Internal Revenue Code ("the Code") and regulations and rulings there under, effective on or before 90 days from the date of execution hereof, the Employer shall "pick-up" the employee contributions that are required to be deducted from the salaries of employees who are covered by this Agreement and a members of the Public Employee Retirement System ("PERS"). Such pick-up shall not be considered additional salary and, therefore, shall not alter the amount of or character of contributions that are required to be paid to PERS by the Employer and the PERS covered employees. In addition, the pick-up shall not alter the amount of salary, wages, pay, earnings or other compensation of the covered employees for any other part of this Agreement, or for any other purpose, including without limitation, the determination of overtime, wages and/or sick pay, and the pick-up shall be deducted to reduce the employees' gross salaries. Pick-up employee contributions shall, to the extent permitted by the Code, be treated as excludable from the gross incomes of the covered employees. The Employer shall report to the Internal Revenue Service, the State of Ohio, and any other taxing authority as it is required to do by law or regulation.

ARTICLE 47
DURATION OF AGREEMENT

Section 47.1. This Agreement shall be effective January 1, 2014, and upon signing and shall remain in full force and effective until December 31, 2016.

Section 47.2. If either party desires to modify or amend this Agreement upon its termination date, it shall give written notice of such intent no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall attempt to commence negotiations within two (2) calendar weeks following receipt of the notice of intent unless otherwise extended by mutual agreement.

Section 47.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either/or both parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral, or otherwise are hereby cancelled.

Section 47.4. However, nothing in this Article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by both parties.

SIGNATURE PAGE

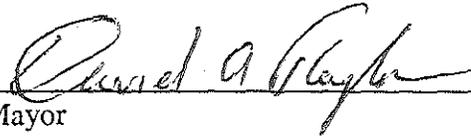
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 28 day of May, 2014.

**FOR OHIO COUNCIL 8,
AFSCME, AFL-CIO**

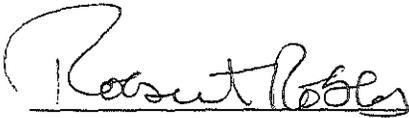
FOR THE CITY OF AMHERST, OHIO



Staff Representative



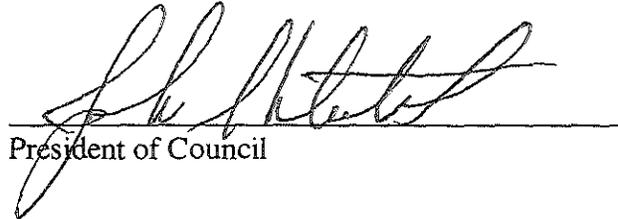
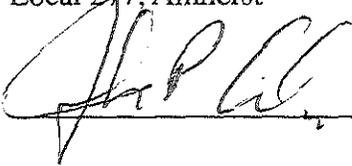
Mayor



Chapter Chairperson
Local 277, Amherst



Safety/Service Director



President of Council

APPENDIX A

CLASSIFICATION

STREET DEPARTMENT

OPERATOR A
OPERATOR B
OPERATOR C
TRUCK DRIVER A
TRUCK DRIVER B
TRUCK DRIVER C
MECHANIC
WELDER

ELECTRIC DEPARTMENT

LEAD LINEMAN
LINEMAN (JOURNEYMAN) 12 Mo. Start
LINEMAN A
LINEMAN B
LINEMAN C
METER TECH
GROUNDSMAN A
GROUNDSMAN B
GROUNDSMAN C
LEAD ARBORIST
ARBORIST

SEWER DEPARTMENT-
TREATMENT PLANT

ELEC./MECH. MAINTENANCE
OPERATOR III
OPERATOR II
OPERATOR I
OPERATOR
ASST. OPERATOR
LAB TECHNICIAN IV
LAB TECHNICIAN III
LAB TECHNICIAN II
LAB TECHNICIAN I
LAB TECHNICIAN

COLLECTION DEPARTMENT

SEWER COLLECTIONS OPERATOR III
SEWER COLLECTIONS OPERATOR II
SEWER COLLECTIONS OPERATOR I
CAMERA OPERATOR

WATER DEPARTMENT

LICENSED DISTRIBUTION
OPERATOR - CLASS III
LICENSED DISTRIBUTION
OPERATOR CLASS II
LICENSED DISTRIBUTION
OPERATOR CLASS I
SKILLED OPERATOR
METER READER A
METER READER B

LABORERS (All Departments)

LABORER I
LABORER II
LABORER III
LABORER IV

UTILITIES OFFICE

BOOKKEEPER B
CLERK A
CLERK B
CLERK

OTHER CLASSIFICATIONS

TAX SECRETARY
BUILDING INSPECTOR I
BUILDING INSPECTOR III
BUILDING INSPECTOR
HEAVY EQUIPMENT OPERATOR
AUTO-CAD OPERATOR

APPENDIX B
VEHICLE/EQUIPMENT REPAIR FORM

EQUIPMENT/VEHICLE IDENTIFICATION/DESCRIPTION

PROBLEM: _____

MANAGEMENT SIGNATURE

DATE: _____

EMPLOYEE SIGNATURE

DATE: _____

MECHANIC SIGNATURE
CONFIRMED REPAIR

DATE: _____

APPENDIX C
COPY TO EMPLOYEE

CITY OF AMHERST _____ DEPARTMENT

I _____ WILL BE ON VACATION

FROM _____ TO _____

I _____ DO/DO NOT _____ WISH TO BE CALLED OUT FOR OVERTIME WORK DURING
THAT TIME.

EMPLOYEE SIGNATURE

DATE

FOREMAN SIGNATURE

DATE

APPENDIX D
LEAVE FORM

Date(s) of leave: _____

Type(s) of leave: _____

Reason(s) for leave: _____

By signing below, I hereby attest under penalty of law that the information I have provided in this form is true and accurate to the best of my knowledge.

EMPLOYEE SIGNATURE

DATE

Request for Leave is _____ approved/ _____ not approved.*

SUPERVISOR SIGNATURE

DATE

* If a request for leave is not approved, the supervisor shall immediately return a copy of this form to the employee with the reason for the denial.

** Funeral leave requires an obituary or other documentation of the name of the deceased and date of service. In certain circumstances, sick leave requires certification of a physician. If you are unclear as to the documentation necessary for your leave request, ask your supervisor.

APPENDIX E
LETTER OF CERTIFICATION

I, _____, do hereby certify that the tax free tool allowance monies that I receive from the City of Amherst will be used to purchase tools.* In addition, these monies will be used to maintain and replace tools damaged during the performance of mechanic's duties.

*The tools purchased shall be the undersigned's sole personal property.

Signature

Date

APPENDIX F

LETTER OF CERTIFICATION

I. _____, do hereby certify that the tax free clothing allowance monies that I receive from the City of Amherst will be used to purchase work apparel during the tax year of 20__.

Signature

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF AMHERST

AND

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

The parties agree to the following:

If a holiday is observed on a day different than the day the holiday actually falls, the premium rate under Section 12.2 of the collective bargaining agreement shall be paid to an employee if they are called into work on the actual holiday. If an employee is called into work on the observed holiday, they shall be compensated at the normal overtime rate of pay for all hours worked on such day.

FOR LOCAL 277, AFSCME

FOR THE CITY OF AMHERST

Date: _____

Date: _____

FOR OHIO COUNCIL 8

Date: _____

