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NEGOTIATED AGREEMENT

BETWEEN

**AFSCME, OHIO COUNCIL 8, AFL-CIO, AFSCME LOCAL 3439
(THE CITY OF HEATH EMPLOYEES UNION)**

AND

THE CITY OF HEATH

April 1, 2014 through March 31, 2017

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ARTICLE 1

PURPOSE

This Agreement is made and entered into between the City of Heath hereinafter referred to as the "City", and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of wages, terms and other conditions of their employment insofar as same are expressly set forth herein and to establish a peaceful procedure for the resolution of differences between the parties concerning the provisions of this Agreement.

This Agreement is entered into in a spirit of cooperation, with the City and the Union each recognizing their responsibility to respect its provisions. The intent of this Agreement is to engender a spirit of cooperation so that both parties together may work to better serve the citizens of the City of Heath.

ARTICLE 2

EXCLUSIVE RECOGNITION

Section 1. The Union is recognized as the sole and exclusive representative for all employees of the City of Heath. Except as excluded herein below, these shall include: Assistant Chief, Building and Zoning Division; Building and Zoning Inspector; Building Worker I, Building Worker II, Billing Clerk; Clerk-I general; Clerk I-Police; Clerk I-Tax; Clerk II Police; Clerk II-Tax; Clerk III-Police; Clerk III-Tax; Clerk III-Utilities; Clerk-Part-Time General; Foreman; Lab Technician; Lab Technician/Certified; Park Worker I; Park Worker II; Park Worker III; Operator I; Operator II; Operator III; Street Worker I; Street Worker II; Street Worker III; Tax Clerk- Part-Time; Utility Worker I-Wastewater Plant; Utility Worker I-Water Distribution System; Utility Worker I-Water Treatment Plant; Utility Worker II-Wastewater Plant; Utility Worker II-Water Distribution System; Utility Worker II-Water Treatment Plant; Utility Worker III-Wastewater Plant; Utility Worker III-Water Distribution System; Utility Worker III-Water treatment Plant; Wastewater Lab Technician III/Pretreatment Supervisor.

Notwithstanding anything to the contrary in the above, all management-level employees, professional employees, guards, supervisors, members of the police and fire departments and confidential employees as defined in the Ohio Revised Code, and seasonal and casual employees as determined by the State Employment Relations Board shall be excluded from the bargaining unit. Those excluded shall include Assistant Law Director; Auditor; Assistant Auditor/IFMS Clerk (one employee/confidential); Chief, Building and Zoning Division; Personnel and Payroll Clerk (one employee/confidential); Clerk of Council (one employee/confidential); Council Members; Dispatcher; Law Director; Mayor; Parks Superintendent; Police Chief; Street Superintendent; Tax Commissioner; Utilities Director.

Section 2. The current titles of the positions within the bargaining unit described in Section 1 are set forth in Exhibit A to this Agreement.

Section 3. Any newly created job classification, in any Department of the City may become part of the bargaining unit and subsequently covered by the terms of this Agreement, unless excluded by Section 1 of this Article II or by O.R.C. Section 4117.01. The City shall notify the Union within fourteen (14) calendar days of the establishment of any such classification and the parties shall meet for the purpose of determining whether the classification shall be included in the bargaining unit. If the parties are unable to agree whether the classification is to be included in the bargaining unit, the Union may petition the State Employment Relations Board to seek its inclusion. If any new classification becomes a part of the bargaining unit and is not placed in an existing pay grade on the base salary rate annualized schedules that are Exhibits B, C, and D hereinbelow, the parties shall meet to negotiate wage rates for the classification. The procedures of Section 3 of Article 41 hereinbelow shall apply to these negotiations.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The City retains the right and the authority to administer the business of the City and, in addition, all other functions and responsibilities which are not specifically modified by this Agreement. The Union shall recognize the City has and will retain the full right and responsibility to direct the operations of the City, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, including but not limited to the following:

- A. To perform all functions of the City as outlined by Charter, Statute, or Ordinance;
- B. To manage and direct its employees, including but not limited to the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- D. To determine the City's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes within the provisions of this Agreement;
- E. To determine the size and composition of the work force and the City's organizational structure, including the right to layoff employees from duty;

- F. To determine the hours of work and work schedules and to establish the necessary work rules for all employees;
- G. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To determine the City's budget and uses thereof;
- J. To maintain the security of records and other pertinent information;
- K. To determine and implement necessary actions in emergency situations; and,
- L. To set standards of service to be offered to the public according to State law or State regulations.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the City not specifically modified by this Agreement or ensuing Agreements shall remain the exclusive function of the City.

ARTICLE 4

NO STRIKE / NO LOCKOUT

The City and the Union realize that a strike during the term of this Agreement would violate state law and adversely affect the citizens of Heath. The parties, therefore, agree to the following:

- A. The Union agrees that neither it, its agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage or slow down, or any other concerted activities which would interrupt the operations or services of the City during the life of this Agreement.
- B. The City agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees and members of the Union, unless those employees and members shall have violated paragraph A of this Article.

ARTICLE 5

HEALTH AND SAFETY

Section 1. General Duty

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

Section 2. Unsafe Conditions

All employees shall report promptly unsafe conditions related to physical plant, tools and equipment to their immediate supervisor. If the immediate supervisor does not abate the problem, the matter should then be reported by the employee to the Department Head (unless the Department Head is his immediate supervisor). If the Department Head does not abate the problem, the matter should then be reported by the employee to the Safety Director. An employee acting in good faith shall not be disciplined for reporting these matters to these persons.

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

Section 3. Right To Know About Toxic Chemicals

All employees shall have access to information on all toxic substances in the work place pursuant to the full extent provided by law.

Section 4. Concern For Pregnancy Hazards

The City will make a good faith effort to provide alternative, comparable work and equal pay to a pregnant employee upon a doctor's recommendation, provided that the City shall have the right, at its expense, to seek an independent medical examination and opinion, and provided further that nothing herein shall necessitate the establishment of any new position or the elimination of any essential function from an existing position except as may be otherwise required by law.

Section 5. Health And Safety Committee

The Department Head for same and the Union President shall jointly appoint one (1) person from each department to be responsible for keeping postings current and to work with the department's employees on all health and safety issues, provided that, if a Department Head and the Union President cannot agree on the appointment for a department, the Mayor shall make that appointment. These representatives will further work with the Safety Director's office to develop a written safety plan in accordance with applicable state OSHA requirements and otherwise to comply fully with those requirements.

ARTICLE 6

JOB DESCRIPTION

Section 1. The City shall furnish the Union President a copy of any existing job descriptions for bargaining unit employees. Job descriptions that are hereafter created or substantially modified, changed, or altered will become effective on the date established by the City therein and upon a ten (10) calendar day notice by the City to the Union. Prior to the City's approval of any job description that is hereafter created or substantially modified, changed, or altered, the City shall give the Union an opportunity to review the contemplated provisions as to same, suggest revisions, and otherwise offer input.

Section 2. Supervisory employees may not perform work customarily performed by members of the bargaining unit except (a) for the purpose of relieving an employee for a short period of time not to exceed one (1) hour at any one time, (b) to the extent not clearly and convincingly shown to be manifestly inconsistent with previous activity undertaken by any person(s) holding that supervisory position, (c) for instruction or inspection, (d) because of the practical unavailability of bargaining unit employees to perform such work on a timely basis, or (e) when it is determined otherwise by the City in its discretion that circumstances exist making such work by a supervisory employee appropriate.

ARTICLE 7

PERSONNEL RECORDS

Section 1. An employee shall have the right to inspect his personnel record at a reasonable time during hours when the Auditor's office is open for regular business provided that adequate notification is given to that office.

Section 2. Except as otherwise required by law, only the Administrative Assistant - Personnel or his designee or the employee's non-bargaining unit supervisor(s) will review said personnel file with the employee for the inspection permitted under this Article.

Section 3. A copy of any material not previously presented to the employee will be made available upon request, at no cost to the employee.

Section 4. If an employee feels that a statement or document in his personnel file is unfavorable, the employee shall be given the right to place a statement of rebuttal or explanation in the file.

Section 5. The personnel file of a grievant or a bargaining unit member being disciplined shall be made available to the grievant/member and the designated representative of the Union with regard to same preparing for grievance or disciplinary hearings.

Section 6. Personnel file shall be defined as the file maintained by the City on a regular basis by the office of the City Auditor for each member of the bargaining unit, which file shall

include the following: W-2 forms and other tax information, written information regarding any elected payroll deduction, classification sheets, evaluations and responses, commendations, disciplinary actions and rebuttals, grievances and the results of same, and any item directed to be entered by the Mayor. No disciplinary-related additions to personnel files will be entered without the interested employee's written acknowledgement or, if the employee refuses, the written acknowledgement of the bargaining unit representative.

Section 7. This Article shall be in lieu of, and shall supersede, Ohio Revised Code Chapter 1347.

ARTICLE 8

BULLETIN BOARDS

Section 1. The City agrees to provide space on one (1) bulletin board for use by the Union in the City Municipal Building.

Section 2. Union notices on the aforesaid bulletin board relating to the following matters may be posted without the necessity of receiving the City's prior approval:

- a. Union recreational and social affairs;
- b. Notice of Union meetings;
- c. Union appointments;
- d. Notice of Union elections;
- e. Results of Union elections;
- f. Legislative reports;
- g. Reports of non-political standing committees and independent non-political arms of the Union:
- h. Written agreements reached in labor/management meetings;
- i. Minutes of Union meetings;
- j. Job Postings.

All other notices of any kind not covered in a through j above must receive prior approval of the City or its designated representative. It is also understood that no material may be posted on the aforesaid bulletin board at any time which contains scandalous or scurrilous materials, nor derogatory or personal attacks on the City, its officials, its employees or others, or attacks on or favorable comments regarding candidates for public office. When any material is posted which

violates this Article, the City may direct the Union President to remove the material, and it shall then be promptly removed.

ARTICLE 9

NON-DISCRIMINATION

Section 1. The City and Union agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or disabled status, and both parties further agree that neither shall unlawfully discriminate on the grounds of age, sex, race, color, creed, national origin, or disabled status in the application of this Agreement. The parties further agree that neither the City nor Union shall unlawfully discriminate against any individual on the basis of his membership or participation or lack of membership or lack of participation in the Union.

Section 2. Wherever the male gender is used in this Agreement, it shall be construed to include both male and female.

ARTICLE 10

UNION REPRESENTATION

Section 1. The City will recognize one (1) non-employee Ohio Council 8 representative as a union representative in accordance with this Article upon receipt of a letter identifying the representative signed by the Ohio Council 8 administrative officer or his designee. Said non-employee representative may be admitted to the City's facilities and sites during working hours but, as set forth in Section 5 below, shall not interfere with the performance of work by employees when so admitted. Said representative shall notify the City or designee of his arrival prior to conducting any Union business.

Section 2. The Union shall submit in writing the names of employees who act as Union representatives for processing grievances, attending hearings, labor/management meetings, and disciplinary hearings. The City shall recognize as these Union representatives the President of the local or in his absence the Vice President, as well as one (1) Chief Steward. The Union shall notify the City in writing of changes of officers of the local. An employee will not be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

Section 3. The Union shall provide to the City an official roster of its officers which is to be kept current at all times and shall include the following:

- a. Name;
- b. Address; and
- c. Union office held.

Section 4. The investigation and writing of grievances shall be on non-duty time except as permission is otherwise granted. Union representatives shall obtain permission from their immediate supervisor before leaving their job site to process grievances and/or to attend grievance meetings or civil service hearings. Grievance meetings below the level of civil service hearings will normally be held on weekdays between the hours of 8:30 a.m. and 4:30 p.m. unless none of the participants in such a meeting normally works during those hours. When a grievance meeting (or a civil service hearing) is scheduled during regular working hours, one (1) Union representative and one (1) employee grievant shall not suffer any loss of pay while attending same. Necessary witnesses shall not suffer any loss of pay while attending any such civil service hearings.

Section 5. Rules governing the activity of Union representatives are as follows:

- a. The Union agrees that no representative of the Union (employee, non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- b. 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.

ARTICLE 11

DUES DEDUCTION, AGENCY FEES, AND PEOPLE CHECK-OFF

Section 1. As a condition of continued employment with the City, all employees who begin employment in the bargaining unit on and after August 12, 1994, and who are not members of the Union on and after the sixty-first (61st) day following their so beginning such employment shall pay to the Union, as hereinafter provided, an agency fee. This provision shall not be interpreted to require any employee to become a member of the Union, nor shall agency fees exceed dues paid by members of the employee organization who are in the same bargaining unit.

The Union agrees to prescribe an internal procedure to determine a rebate, if any, for non-members, and this rebate and procedure shall conform to all requirements of law. The deduction of an agency fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Any public employee who, because of a bona fide religious belief, holds conscientious objection to joining or financially supporting an employee organization shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of such a religious conviction to the Union, the Union shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall be required, in lieu of the agency fee, to pay an amount of money equal to such agency fee to a nonreligious charitable fund exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code mutually agreed upon by the employee and the Union's Comptroller. The employee shall furnish to the Union written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under this Agreement.

Within the above limits, the City shall provide a check-off on the wages of any employee eligible for inclusion in the bargaining unit for the payment of regular monthly Union dues and/or agency fees upon receipt of a certified list of employees from the Comptroller of the Union designating those employees in the bargaining unit who are subject to the Union dues and/or agency fee. With reference to bargaining unit members who are also Union members, the certification shall be accompanied by a voluntarily signed authorization of an employee on a form provided by the Union authorizing the City Auditor to provide a check-off on the wages of any Union member for the payment of regular monthly Union dues.

Such written authorization by the employee for dues check-off shall be valid for the duration of this Agreement unless and except as such authorization is withdrawn by written notice served upon the City Auditor by the employee in accordance with such written authorization. Any costs in making such voluntary check-off, except as discussed above, shall be borne by the City.

The total amount of deductions for Union dues and agency fees shall be remitted monthly by the City to the Comptroller of the Union by mailing same to him at 6800 North High Street, Columbus, Ohio 43085 or such other address as he may furnish in writing. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2. The City shall be relieved from making such "check-off" deductions, whether for Union dues or agency fees, upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or applicable law, or (f) illegal job action.

Section 3. The City shall not be obligated to make dues deductions of any kind from any employee who, during any dues period involved, shall have failed to receive sufficient wages to equal the dues deductions. This rule is also applicable to agency fee situations.

Section 4. Notwithstanding the other Sections of this Article, it is agreed that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) 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 Union dues will normally be made. Payroll collection of dues and fees shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 5. All dues and fees deductions, at the City's option upon written notice by certified mail to the Union Representative, may be cancelled upon the termination date of this Agreement. All dues and fees deductions for any month in which Union members individually or collectively engage in a strike, may be cancelled at the City's option without notice to the Union.

Section 6. Subject to Section 4 above, the Union shall indemnify and hold harmless the City and its agents from any and all claims, demands, and expenses incurred in the defense against such claims and demands, made by an employee against the City or its agents as a result of the implementation or application of this Article.

Section 7. Subject to the following provisions, the City will deduct voluntary contributions to the American Federation of State, County, and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

- A. The contribution amount will be certified to the City by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had agency fees deducted.
- B. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time.
- C. The City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
- D. All PEOPLE contributions shall be made as a deduction separate from dues and agency fees

ARTICLE 12

LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound Labor/Management relations, upon request of the Union or the City but, absent mutual agreement as set forth in Section 2 below, not more often than once every quarter on a mutually agreeable day the Mayor and/or his designees shall meet with the President and Vice President of the Union and one (1) representative of AFSCME Ohio Council 8 to discuss those matters addressed in this Article. Additional representatives may attend by mutual advance agreement.

Section 2. Each party will furnish the other with an agenda at least seven (7) working days in advance of the meeting. The agenda shall contain a list of the issues to be addressed. The purpose of such meetings shall be to:

- A. Discuss administration of this Agreement.
- B. Notify the Union of any changes made by the City which affect bargaining unit members.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to increase productivity and improve efficiency.
- E. Discuss other matters mutually agreed to by the parties.

Section 3. If a special Labor/Management meeting has been requested and mutually agreed to, it shall convene as soon as possible.

Section 4. Labor/Management meetings are not to be negotiation sessions to alter or amend this Agreement.

ARTICLE 13

INVESTIGATION OF MISCONDUCT: REPORTS; DISCLOSURE OF ALLEGATION(S) AND NAME(S) OF PERSON(S) MAKING SAME

Section 1. The City may conduct an investigation of alleged misconduct by an employee and require written reports from that employee. If any such report by the employee shows or tends to show that the employee has committed a crime, the use of such report will be subject to the following:

- a. The report will not be used in any criminal proceedings against the employee who prepared it;
- b. The report may be used by the City in taking action and in defending such action with respect to discharge, or other discipline, of the employee or any others.

Section 2. An employee will be informed of any allegation that is to be relied upon as grounds for disciplining the employee as well as the name of the person making the allegation. If the misconduct involves a minor violation, such allegation and name shall be so provided at the time of the interview described in Section 1 of Article 14 hereinbelow upon the request of the employee; if the misconduct involves a serious violation, such allegation and name shall be provided at the time of the proceeding described in Section 2 of Article 14 hereinbelow upon the request of the employee. Notwithstanding the foregoing time requirements, however, in the event that, prior to the interview or the proceeding just mentioned, the City requires under Section 1 hereof a report from the employee alleged to have engaged in misconduct, the allegation and

name of the person making it shall be so provided at the time the report is so required upon the request of the employee.

Section 3. An employee requested in writing to submit a written report per this Article will submit said report within three (3) days, excluding Saturdays, Sundays, and Holidays, to the Department Head. Failure to comply shall be considered a serious violation and will result in disciplinary action.

ARTICLE 14

CORRECTIVE AND OTHER ACTIONS

Section 1. Minor Violations

- A. An employee who has allegedly committed a minor violation shall be interviewed by his immediate supervisor or the Department Head prior to the City's issuing an oral or written reprimand. Such interview does not require the presence of a third party. This Article does not relieve the City of the requirement to accord the employee his or her right to union representation if there is reason to believe he or she may be subject to discipline.
- B. As used herein, "minor violations" means those violations which are not of such nature as to constitute grounds for an immediate suspension, reduction in rank, or dismissal for the first offense. The determination of whether a violation constitutes a minor violation or a serious violation will be based upon the facts of the case and the employee's past record.

Section 2. Serious Violations

- A. A charge for a serious violation will be in writing stating the alleged violation against the employee. Such employee will be given a true copy of the charge. In addition, such employee will also be given a written notice, at least forty-eight (48) hours prior to the meeting, advising the employee that he will appear at a proceeding at a certain time and place before the appointing authority. At such time and place, the employee will be permitted to have present an appropriate representative. In any case of reduction, suspension, or removal, the appointing

authority will furnish such employee with a copy of the proposed order of reduction, suspension, or removal, which order will state the reasons therefore; further, the employee shall receive an oral or written summary or evidence in support of such reasons. The employee or his representative shall be given an opportunity to respond thereto, and that response shall be considered by the City before it determines whether to finalize, modify, or withdraw such order.

- B. Notwithstanding the foregoing, when the nature of the charge against an employee is determined by the City to be such as to make it inappropriate for him to perform his duties pending a decision on a reduction, suspension, or removal, the employee may be relieved from duty without compensation until such decision is made; however, no disciplinary action of record shall be taken until such decision is so made. Any employee who is so relieved, who is capable of performing his duties, and who is later found to be innocent of the charge against him shall be entitled to receive the net lost wages due to being so relieved at a reasonable time upon the employee's returning to work.
- C. A copy of the order of any suspension, reduction, or removal pursuant to Section 1 will be provided to the employee within seven (7) days of the decision referenced herein.
- D. As used herein, "serious violation" means any violation or a series of minor violations which results in a suspension, a reduction of classification, or a removal (dismissal).

- A. Upon request of the employee, oral reprimands over two (2) years old shall be considered confidential and removed from an employee's personnel file and shall not be considered in any subsequent disciplinary actions providing there are no intervening disciplinary or counseling actions during the two (2) year period.

Section 4. Order of Disciplinary Action

- A. The principles of progressive disciplinary action shall be followed with respect to minor violations such as, but not necessarily limited to, tardiness and excessive absenteeism. Where the City determines same to be appropriate, the progression of disciplinary action for minor violations shall include in order the following: oral reprimand, written reprimand, and suspension for the same or similar offenses prior to dismissal, provided that the City may issue a written reprimand without oral reprimand or otherwise take action that it deems appropriate in light of all extant circumstances even though such action may not follow the progression just set forth.
- B. As used herein, "oral reprimand" means a verbal warning issued in which the Department Head notes in the employee's personnel file the date and time and reason(s) the employee was verbally warned, provided that no such notation of the issuance of a verbal warning shall be so entered in an employee's personnel file unless the Department Head advises the employee of that entry. "Written reprimand" means any official disciplinary action of record which is presented to the employee in writing with a copy placed in the employee's personnel file. A written reprimand is for disciplinary actions other than days off without pay.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 1. Definitions:

GRIEVANCE--shall mean an allegation by an adversely affected bargaining unit employee or the City that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters not covered by this Agreement which are controlled by City Ordinances or by the provisions of Federal and/or State Laws and/or by the United States or Ohio Constitutions.

APPOINTING AUTHORITY--The Mayor of the City.

BARGAINING UNIT REPRESENTATIVE--The President of the Union.

WORKING DAYS--The days Monday through Friday, inclusive, being the days of which the City offices are open for business, exclusive of holidays, within which employees have the ability to initiate their rights under this grievance procedure.

Section 2. Purpose:

The purpose of this grievance procedure is to set forth a formalized administrative procedure to resolve organizational grievances prior to appeal to a quasi-judicial body.

This procedure will give grievants a method of resolving their complaints fairly and expeditiously within the organizational context of their work environment. This procedure will permit employees the opportunity to seek a remedy to their grievances without fear of restraint, interference, discrimination or reprisals. Employees are herein granted the opportunity to discuss

their grievances with their Department Heads in order to find mutually satisfactory solutions as rapidly as possible.

Section 3. Procedure (To be followed according to this order):

(STEP 1) ORAL REPORT –An employee who has a grievance shall first present it to his Department Head within three (3) working days of the occurrence of the event giving rise to the grievance. The Department Head shall give any oral response to the employee within three (3) working days after such presentation. If this fails to resolve the employee's grievance, he may pursue resolution by processing said complaint through each step listed herein.

(STEP 2) WRITTEN REPORT–If the oral grievance presentation fails to settle the grievance, the employee may, within ten (10) working days of the occurrence of the event giving rise to the grievance, submit a written grievance report, signed by the employee, to his Department Head and the bargaining unit representative, on forms provided by the Union. City, provided that if the City does not so provide such a form, the employee may use any other form setting forth the grievance report information required hereby. The grievance report shall contain a description of the occurrence of the event giving rise to the grievance, an identification of the date(s) on which such occurrence happened, a citation to the part of this Agreement allegedly breached, misinterpreted, or misapplied, a statement of the harm allegedly done, and a description of the relief sought. Within ten (10) working days after receiving such grievance the Department Head shall furnish the employee with a written reply on the forms provided, with a copy to the bargaining unit representative.

(STEP 3) APPOINTING AUTHORITY: If the written reply to the grievance is not satisfactory to the employee, he may, within five (5) working days after receiving the reply,

submit a written appeal to the appointing authority and bargaining unit representative. The appeal to the appointing authority is initiated by attaching a cover letter to the written reports of the employee and the Department Head submitting same to the appointing authority.

The appointing authority shall meet with the employee and/or bargaining unit representative, and confer with the Department Head, within ten (10) working days of the date on which the appeal was received by the appointing authority before rendering a decision. Such decision shall be reduced to writing and shall be delivered to the employee and the bargaining unit representative within ten (10) working days of the date on which the appointing authority's appeal meeting was held. Subject to any right of appeal hereunder, such decision shall be final.

Section 4. Time Limit:

If a grievance is not presented within a time limit as set forth above, it shall be deemed waived. If a grievance is not appealed to the next step within the specified time limit, or an agreed-on extension thereof, it shall be considered settled on the basis of the last answer. If the Department Head or appointing authority does not answer a grievance or an appeal within a specified time limit, the employee may elect to treat the grievance as denied at that step, and immediately appeal to the next step. The time limit on each step may be extended by mutual written agreement of the parties involved.

Section 5. Appeal to Commission:

Employees shall have ten (10) working days to appeal disciplinary decisions of the appointing authority, referred to herein, to the Heath Civil Service Commission, which shall determine whether the occurrence of the event giving rise to the grievance falls within their

jurisdiction. All such appeals must be submitted to the Commission in writing stating the basis for appeal. If the Commission does have this jurisdiction, the appeal may progress in accordance with the procedural requirements of the Commission.

An employee seeking redress through the Commission must have first exhausted any applicable right of appeal outlined within this grievance procedure.

Section 6. Appeal after Commission:

(A) If the Commission determines that it does not have jurisdiction pursuant to Section 5 above over the appeal of a disciplinary action referred to herein, the employee may choose to proceed to arbitration, if the Union gives its written concurrence, by notifying the Appointing Authority, in writing, of that choice, with a copy of that written concurrence from the Union, within ten (10) calendar days of the Commission's issuing its determination to that effect.

(B) If the Commission determines that it does have jurisdiction pursuant to Section 5 above over a disciplinary action referred to herein and the appeal progresses in accordance with the procedural requirements of the Commission to a determination on the merits (i.e., a decision on any basis other than lack of jurisdiction), the employee may choose to proceed to arbitration, if the Union gives its written concurrence, by notifying the Appointing Authority, in writing, of that choice, with a copy of that written concurrence from the union, within ten (10) calendar days of the Commission's issuing it determination on the merits of the appeal, and the Appointing Authority may likewise choose to proceed to arbitration by notifying the employee, in writing, within the same ten (10) day period of its choice so to arbitrate.

(C) An employee may seek arbitration over a non-disciplinary action referred to herein, if the Union gives its written concurrence, by notifying the Appointing Authority, in

writing, of that choice, with a copy of that written concurrence from the Union, within ten (10) working days of receipt of the Appointing Authority's decision at Step 3 above.

(D) Nothing in this section shall require the Union to concur in any desire of an employee to proceed to arbitration, provided that no such request shall go forward without such concurrence as stated herein, nor shall anything in this section preclude either an employee's or the Appointing Authority's foregoing such an appeal from a determination of the Commission to an arbitrator hereunder and exercising instead any right that otherwise would exist under law to appeal directly from the determination of the Commission to a court as though there were no provisions whatsoever hereunder for pursuing an arbitration. Thus, (1) if the grievance arises from a disciplinary action and the employee wishes to pursue an appeal from the Step 3 decision of the Appointing Authority, the employee must timely appeal to the Commission but thereafter may choose to go to arbitration (if the Union concurs) or may exercise any right that otherwise would exist under law to appeal directly to a court as though there were no provisions whatsoever hereunder for pursuing an arbitration and (2) if the grievance does not arise from a disciplinary action and the employee wishes to pursue an appeal from the Step 3 decision of the Appointing Authority, the employee, without appeal to the Commission, may choose to go to arbitration (if the Union concurs) or may exercise any right that otherwise would exist under law to appeal directly to a court as though there were no provisions whatsoever hereunder for pursuing an arbitration.

(E) Once either party has given the other notification of its choice to proceed to arbitration in accordance with paragraphs (A) through (C) above, the parties shall attempt to agree on an arbitrator. If the employee chose to pursue arbitration, the Union shall initiate contact with the Appointing Authority for this purpose, and if the Appointing Authority chose to

pursue arbitration, the Appointing Authority shall initiate contact with the Union for this purpose. In any event, any such contact shall be so initiated by the party required to undertake such initiation within the next twenty (20) day of the giving of notice of the choice to proceed to arbitration pursuant to the immediately preceding paragraph.

(F) Should the Union and the Appointing Authority, through any representatives of their choosing, fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list until such time as one (1) name remains as the arbitrator chosen by the parties. Prior to beginning the striking procedure, either party may each reject one (1) list and submit a request for another list from the FMCS.

(G) If arbitration is properly pursuant to paragraph (A) or (C) above (i.e., the Commission determined, pursuant to Section 5 above, that it did not have jurisdiction over the appeal of a disciplinary action or the occurrence giving rise to the grievance involved a non-disciplinary action),, the arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles in this Agreement and shall not have authority to add to or to detract from this Agreement or to reverse or modify decisions of the Employer that are within the Employer's discretion. If arbitration is properly pursuant to paragraph (B) above (i.e., the Commission determined, pursuant to Section 5 above, that it did have jurisdiction over the appeal of a disciplinary action and the appeal progressed in accordance with the procedural requirements of the Commission to a decision on the merits), the arbitrator's sole authority shall be to determine whether that Commission decision has been clearly and convincingly shown to be arbitrary and capricious.

(H) The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument or the submission of post-hearing briefs, whichever is applicable, and that decision shall be final and binding upon the employee, the Union, and the Employer, subject to any right to appeal such arbitration decision under Ohio law.

(I) The fees and any other costs for the services of the arbitrator, the cost of any proofs produced at the express direction of the arbitrator, and the cost of the hearing room, if any, shall be borne by the losing party. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees and costs of a court reporter shall be paid by the party requesting one or split equally by the parties if both parties desire a court reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent the member's presence at the hearing is so required during the member's normally scheduled working hours, nor shall such employee receive any compensation or benefits from the Employer insofar as the employee's presence at the hearing is required outside the employee's normally scheduled working hours.

(J) The employee or the Union may cancel an arbitration once a request for same has been made by him or concurred in by it, and the Appointing Authority may likewise cancel any arbitration that it has requested. Such cancellation shall be accomplished by serving written notice on the arbitrator. If the employee or the Union is the canceling party, a copy of such notice shall be served as well upon the Appointing Authority; if the Appointing Authority is the canceling party, copies of such notice shall be served as well upon the employee and the Union. Any cancellation fee due the arbitrator shall be paid by the Union if the employee cancels the arbitration and by the Employer if it cancels the arbitration.

Section 7. Records:

The grievance, to include the responses thereto, will be retained in the employee's personnel files maintained by the City and by the Commission.

Section 8. Waiver in Case of Emergency

In cases of emergency, the time limits for the City's or the Union's submissions or replies on grievances may be suspended.

Upon the termination of the emergency, should valid grievances exist, they shall be further processed in accordance with the provisions outlined in this Article, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

Section 9. Mediation

At any step of the procedure set forth in this Article, the Union and the City may mutually agree to mediate the grievance using such process as they shall then likewise mutually agree to, provided that the willingness or refusal to agree to, statements made in, and the results of any such mediation shall each be inadmissible for any reason at any step of the grievance procedure or in any other proceeding, and provided further that, in agreeing to undertake any mediation, the Union and the City may also agree to extend any time limit(s) that would otherwise be applicable under this section.

ARTICLE 16

PROBATIONARY PERIODS

Section 1. Every newly hired or promoted employee of the bargaining unit will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the City in the subject classification and shall continue for a period of one (1) year, provided that the probationary period shall instead continue for six (6) months, but may be extended, one time for up to one (1) year if the position is a promotional one. Time spent on leaves of absence, layoff, or suspension shall not be counted as part of the probationary period. Credit for an employee's probationary period shall be given to part-time employees on an hourly basis, with the appropriate hourly quotient being considered one (1) calendar day. Thus, an employee working four (4) hours per day in a position in which the normal work day is eight (8) hours must work twice as many days to complete a probationary period as would a full-time employee in the same job.

Section 2. A probationary employee may be removed at any time during the probationary period and shall have no right to grieve such removal through the grievance procedure.

Section 3. If an employee fails to qualify for a position during his probationary period, and the employee had previously been in a lower classified position, he shall be reinstated to the same or similar position from which he or she was promoted.

Section 4. Absent exceptional circumstances, a probationary employee remaining in the employ of the City shall be given a written evaluation of his performance by his Department Head or the designee of same at or near the halfway point of his probationary period.

ARTICLE 17

CONTRACTING OUT

Except for emergencies involving the public health, welfare, and safety, the City agrees that contracting work which will result in a reduction of the bargaining unit by termination or lay-off will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the City it would be more cost effective to the City for such work to be performed by the existing employees.

ARTICLE 18

WORK RULES

Section 1. The Union recognizes the authority of the City, or his designee(s), to promulgate reasonable work rules, policies, procedures, and directives, consistent with statutory authority, and to regulate the personal conduct of employees and the conduct of the City's services and programs.

Section 2. It is the City's intention that work rules, policies, and directives should be interpreted and applied uniformly to all employees under similar circumstances. Work rules shall not be adopted that are in violation of the express terms of this Agreement.

Section 3. It is agreed that, where the City has determined that written work rules are necessary, and to the extent any work rules have been or will become reduced to writing, the City will make them available to the employees. Copies of such proposed new work rules, or proposed amendments to existing written work rules, will be furnished to representatives of the Union at least ten (10) calendar days prior to the implementation, provided that if the tenth (10th) day falls on a weekend or a holiday, implementation shall not occur until the day next following that is not a weekend or a holiday.

Section 4. The parties recognize it is the philosophy of the City to inform the employees in advance of any change in the work rules. This notice may be by posting a notice on the bulletin board(s), or through the general distribution of a memorandum with copies provided to the Union prior to the effective date of the new work rules.

Section 5. This section shall not be interpreted in manner to relieve an employee of his responsibilities to follow the established rules whether or not such rules have been reduced to writing.

ARTICLE 19

WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the Mayor, or the Federal or State Legislature, due to factors such as acts of God or civil disorder, the following conditions of the Agreement shall automatically be suspended for the duration of the emergency:

- A. Time limits for the City's or the Union's replies on grievances.
- B. Selected work rules and/or assignments and practices relating to the assignment of employees.

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

ARTICLE 20

LAYOFF, BUMPING, AND RECALL PROCEDURE AND SENIORITY

Section 1. Layoff, bumping, and recall shall proceed as follows: provided that, as used therein, seniority shall mean the time accrued since the date of original appointment in the service of the City within the bargaining unit without cessation of employment by the City since that appointment, and provided further that, in the event of a displacement based upon seniority in the manner set forth, the least senior employee shall be so displaced. Thus, to the extent that seniority governs, employees who are eligible to displace other employees shall so displace the least senior employees in any given classification, subject to all other limitations.

Section 2. Lay off and Recall Procedure

A. Where, because of lack of work, lack of funds or the abolishment of positions, as defined in Revised Code 124.321, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth below.

B. Employee(s) within the affected classifications shall be laid off according to their seniority, with the least senior being laid off first, providing that all temporary, seasonal, casual, part-time and probationary employees within the affected classification are laid off first. The Employer agrees to abide by all federal and state rules and regulations with regard to welfare and G.A. workers as they may relate to a layoff.

C. Employee(s) who are laid off from one classification may displace (bump) another employee(s) with lesser seniority in an equal or lower rated classification within the City if either (1) the classification is in the same classification series as such series are set forth in

Exhibit E (e.g., Street Worker II to Street Worker I) or (2) they have previously been employed in the City in the classification into which they will bump.

D. Employee(s) who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in an equal or lower rated classification pursuant to the provisions of paragraph C above.

E. In all cases where an employee is exercising his/her seniority to displace (bump) another employee, his/her right to displace (bump) is subject to the conditions that he/she is qualified for the position and able to perform the functions and duties of the classification into which he/she is attempting to displace (bump), at the discretion of the Employer.

F. At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.

G. Recalls within classifications of need shall be in the order of seniority among those laid off within each of such classifications or higher classifications in the same series (e.g., Park Worker II and Park Worker I), and a laid off employee shall retain his/her right to recall for twenty-four (24) months from the date of his/her lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by Certified Mail, return receipt requested. An employee who refuses recall to the classification series from which the employee has been laid off or who does not report to work within seven (7) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his/her position and forfeits all rights to employment with the Employer, provided that an employee who is recalled to a classification that is in the department but is in a lower rated classification within the same series than that from which the employee was laid off and who

accepts such recall shall not forfeit rights that the employee would otherwise have hereunder to recall to the classification from which the employee was laid off. An employee who notifies the City of his/her intention to return to work may be allowed to report more than seven (7) calendar days after notice, if acceptable to the City.

H. Employees scheduled for lay-off shall be given a minimum of seven (7) calendar days advance notice of lay-off. All lay-off notices shall include the reason for lay-off and be hand delivered or sent to the employee's most recent address on City records by Certified Mail, return receipt requested.

I. If a lay-off of bargaining unit employees is anticipated, the City shall notify the Union, in writing, of the impending lay-off at least twenty (20) calendar days prior to the effective date of the lay-off. Upon request of the Union, the City, at its discretion, may meet to discuss averting the lay-off.

J. An employee who is on the recall list shall be entitled to insurance coverage for so long as he/she is entitled to same pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) upon compliance with all requirements under COBRA for that coverage.

Section 3. The City shall provide the Union with a seniority list within sixty (60) days of execution of this Agreement and, upon request by the Union, annually thereafter.

Section 4. Employees shall lose seniority upon any of the following conditions:

- A. Resignation or retirement;
- B. Discharge for just cause;

- C. Layoff in excess of two (2) years;
- D. Absence of three (3) or more consecutive days without (i) calling in unless the employee can demonstrate it was physically or mentally impossible for him to do so or (ii) being on an authorized leave status hereunder;
- E. Failure to return to work upon recall from layoff in accordance with this Article;
- F. Failure to return to work upon expiration of or recall from a leave of absence.

Section 5. The definition of "seniority" in this Article shall not be used in determining "years of service" for purposes of calculating an employee's entitlement to applicable economic benefits provided in this Agreement.

ARTICLE 21

VACANCY AND TRANSFER

Section 1. Definition A vacancy is a job opening that the City decides to post and fill on a permanent basis.

A promotion involves a labor grade change with an increase in pay.

Section 2. Posting of Vacancies. The City shall post a vacancy notice internally, within all Cities' reporting locations. The notice shall give the job title of the position, describe the general job duties and responsibilities of the position, and identify the minimum qualifications necessary to be considered for the job. The notice shall be posted for a minimum five (5) working days. An employee who wishes to bid on the position must submit a written application and may submit a resume to the department head within the five (5) day posting period. Each qualified employee applying for the position shall be interviewed by the City of Heath.

Section 3. Filling of Vacancies From Within The Bargaining Unit. The City shall consider and evaluate the following factors, in order, in determining whether any employee who has bid on the position is qualified to fill the vacancy:

- A Job application;

- B. Minimum qualifications for the position;

- C. Experience, knowledge, skill and ability;
- D. Overall job record;
- E. Total years of continuous service.

Where two or more candidates are equally qualified, candidates from within the Bargaining Unit will be considered before all others. Where two or more candidates from within the Bargaining Unit are equally qualified, the employee with the longest continuous service with the City will be selected for the vacancy.

Section 4 . Filling of Vacancies From Outside the Bargaining Unit. If the City determines that no employees who bid on the vacant position is qualified to hold the position, then the City may advertise to the general public in order to fill the position.

Section 5. Lateral Transfer. Should a Bargaining Unit employee bid on a vacancy with the same wage range as the employee is currently assigned to, and should the employee be selected to fill the vacancy, said employee would retain their current step when transferring laterally to the vacant position.

Section 6. Promotion- Wage Rate. Should a Bargaining Unit employee bid on a vacancy with a higher wage range than the employee is currently earning and should the employee be selected to

fill the vacancy, said employee will be assigned to a pay step within the wage range which gives the employee at least a four (4%) percent wage increase. If such step does not exist, that step which is closest but not less than a four (4%) percent wage increase will be assigned to said employee.

Section 7. Voluntary Demotion. Should a Bargaining Unit employee bid on a vacancy with a lower wage range than the employee is currently earning and should the employee be selected to fill the vacancy, said employee would retain their current step when transferring to a lower wage range.

Section 8. Bidding on Vacancies. No employee will be eligible for promotion or lateral transfer until he or she works for more than twelve (12) months in his or her position, unless mutually agreed to by the parties.

ARTICLE 22

LEAVES: SICKNESS, SPECIAL, CHILD CARE, FAMILY/MEDICAL, MILITARY, AND JURY

Section 1. Sickness.

Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours with pay. Employees may use sick leave, upon approval of the responsible administrative officer of the City, for absence due to personal illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness,

injury, or death in the employee's immediate family requiring the employee's presence. Unused sick leave shall be cumulative and shall have no limit. The previously accumulated sick leave of an employee who has been separated from the public service with the City may be placed to his credit upon his reemployment in the public service, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one public agency to employment with the City after the mutual ratification of this Agreement shall be credited with the unused balance of his accumulated sick leave days upon approval of the Mayor. The Mayor or a Department Head may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave after an absence of three (3) or more consecutive work days, provided that such statement may be required prior to an absence of that length when there are exceptional circumstances (e.g., suspected abuse). If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for removal from employment.

The appropriate administrative authority may require an employee to take an examination, conducted by a mutually agreed to, licensed physician (which agreement shall not be unreasonably withheld), to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave. The cost of such examination shall be paid by the Employer.

As used herein, "immediate family" means an employee's mother, father, brother, sister, child, spouse, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, and any person who the employee can prove has reared that employee for the majority of his childhood.

Time spent on special or child care leave shall not be included in determining duration of employment for sick leave accrual purposes.

Section 2. Special Leave of Absence.

An employee who is temporarily, either mentally or physically, incapacitated to perform his duties, or who desires to engage in a course of study such as will increase his usefulness on his return to the service, may, with the approval of the Department Head and the Mayor, be granted special leave of absence without pay, accrual of benefits, or compensation of any kind for a period not exceeding one (1) year. Any employee asking for a special leave without pay shall submit his request, in writing, stating the reasons why, in his opinion, the request should be granted, the date when he desires the leave to begin and the probable date of his return to duty. If the appointing authority should find it necessary to fill a position that is vacant by reason of special leave, the appointing authority may notify the absent employee that the leave has been curtailed, and if the employee does not return in response to the notification, he shall be subject to removal.

Section 3. Child Care.

Child care leave for a specified period not in excess of one (1) year may be granted upon request to a full-time employee who becomes knowledgeable of the anticipated birth or adoption of his child, provided that the request for such leave is made in writing to the Department Head not later than sixty (60) days before it is to begin. Requests for child care leave must be formally endorsed by the Department Head and approved by the Mayor before becoming effective. Such leave, if granted, shall be without pay, accrual of benefits, or compensation of any kind.

Section 4. The Family and Medical Leave Act of 1993.

Notwithstanding anything to the contrary herein, employees and the City shall each have all of their respective rights and obligations under the Family and Medical Leave Act of 1993 in supplementation of any provision of this Agreement. As a consequence of this provision, any leave under that Act shall not be in addition to any leave set forth herein except as that Act shall otherwise require.

Section 5. Military.

Any employee who is a member of the National Guard of Ohio or the armed forces of the United States and is required to undergo field training therein shall be granted a leave of absence with full pay and benefits for the period of such field training. As used herein, "full pay" shall mean that the City shall pay the difference between the employee's base salary rate for a basic work week and the employee's military salary. This paid leave of absence shall be in addition to his vacation leave but shall not exceed twenty-two (22) eight (8) hour days or one hundred seventy-six (176) hours within one (1) calendar year. Except through the use of accumulated vacation or personal leave days, the City shall not otherwise pay for any period of service in the National Guard of Ohio or the armed forces of the United States, provided that nothing herein shall in any way affect any right that an employee may have under federal and/or state law to return to employment with the City after such service with all protections provided by such law.

Section 6. Jury.

Each employee who is called to and reports for jury duty shall be excused from any regularly scheduled work days for municipal, county, state, and federal jury service. Each

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

ARTICLE 23

CONVERSION OF SICK LEAVE CREDIT

Any employee with ten (10) or more years of service with the City shall be entitled to receive a cash payment based on the employee's rate of pay at retirement equivalent to one-half ($\frac{1}{2}$) of the employee's accrued but unused sick leave at retirement, provided that no employee not on the City's payroll as of April 1, 1993 shall receive payment under this Article for more than one thousand forty (1040) hours of unused sick leave (*i.e.*, a maximum of one-half [$\frac{1}{2}$] of two thousand eighty [2,080] accrued but unused sick leave hours).

The term "retirement" as used in this Section shall include death. In the event of death, if the employee would otherwise qualify for the cash payment provided in this section, then in that event, such payment shall be made to the surviving spouse of the employee and if there is no surviving spouse, then to the estate of the employee.

Subject to the foregoing paragraph, only those employees whose effective date of retirement with the Public Employees' Retirement System of Ohio is no later than one hundred twenty (120) days after the last paid day of service or the last day of an approved unpaid leave of absence with the City shall be deemed to have retired and eligible to be paid for such accrued but unused sick leave credit.

ARTICLE 24

CALAMITY DAYS

If the City finds it necessary to close a facility because of inclement weather or other unforeseen conditions, all employees who work in that facility will receive the pay they would have received for all hours which they were scheduled to work but did not work due to such closing. In the event an employee is required to work in a facility after a calamity day is called therefor, the employee shall be paid at time and one-half (1 ½) his regular rate for all hours actually worked. If such hours actually worked do not equal the number of hours such employee was scheduled to work that day, then the employee will receive straight time for the balance of such hours.

ARTICLE 25

JOB RELATED INJURY

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

Provided a member of the bargaining unit loses eight (8) or more calendar days from work resulting from the injury sustained in the performance of his authorized duties, a lost time (C-1) form shall be filed by the bargaining unit member.

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

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

In the event a Workers' Compensation claim awarded is appealed by either the employee or the City to the designated hearing officer, the Regional Board, the Industrial Commission, or the Courts Pleas in accordance with the Workers' Compensation Law and the Workers' Compensation

claim is found to be compensable, then any sick leave pay used during that time period shall be reinstated to the employee's sick leave account provided usage of sick leave was a result of the Workers' Compensation claim which was in the appeal process. If the claim is found not to be compensable it shall be the employee's responsibility to repay the City any benefits paid under this Article.

It is the responsibility of the employee who has entered into the agreement described in this Article to pay the City of Heath the amount of any warrant for Temporary Total payments received by the employee for the first twelve (12) weeks from the date of injury which may have been erroneously issued by the Bureau of Workers' Compensation other than in care of the City of Heath.

To the extent otherwise mandated by law, the employee shall be afforded the opportunity to participate in any program sponsored by the Industrial Commission of Ohio. Any such participation in the program as so mandated shall be determined on the recommendation of the employee's physician of record and the representative of the Rehabilitation Division, and representative of administration.

Except as provided herein, an employee shall not forfeit the reasonable and normal benefits afforded a City employee solely due to a compensable, recognized, and awarded Workers' Compensation claim, provided that this shall not apply if any such benefit is conditioned upon a requirement that the employee has not otherwise met.

ARTICLE 26

WORKING OUT OF CLASSIFICATION

A full-time bargaining unit member who is temporarily assigned and required to accept the responsibilities, and carry out the duties, of a classification above that which he normally holds for more than twenty-one (21) consecutive calendar days shall be paid at the rate for that position for all hours of assignment to the higher ranking position during that period.

ARTICLE 27

HOLIDAYS

Section 1. The following holidays are those which shall be recognized and observed in the bargaining units per Section 2 hereinbelow following the date this Agreement is effective:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25th
Any Other Day Designated by Official Action of the City Council and/or Proclamation of the Mayor	

Section 2. Employees on active status who work their regularly scheduled work day (or are on compensated leave or vacation thereon) immediately prior to and immediately after a holiday shall receive pay for such holiday at their base salary rate as defined in Article 34 of this Agreement (as such base salary rate has been rounded off to the nearest cent per hour computed from the base salary rate set forth in that Article), provided that employees who work on a holiday during their regular shift hours shall instead receive two and one-half (2½) times that base salary

rate in lieu of holiday pay for such work, and employees who work on a holiday outside their regular shift hours shall receive (in addition to their holiday pay) two (2) times that base hourly rate for such work.

Section 3. When any of the designated holidays falls on a Saturday or a Sunday, and the Friday preceding or the Monday following is observed as the holiday by the City, it shall be observed as such holiday hereunder.

ARTICLE 28

VACATION

Section 1. Full-time employees who have completed one (1) year of paid service shall be entitled to paid vacation at their base salary rate under Article 34 (as such base salary rate has been rounded off to the nearest cent per hour computed from the base salary rate set forth in that Article), according to the following schedule of years of service with the City:

One Year	80 Hours
Eight Years	120 Hours
Fifteen Years	160 Hours
Twenty Years	200 Hours

Section 2. The service year for all vacation computations shall be based on the calendar year (January 1 through December 31) and shall be applicable solely to service in the City's employ, Ohio Revised Code Section 9.44 being thus superseded. Each new full-time employee who has not completed one full calendar year's service (January 1 through December 31) shall be entitled to and given one day's vacation with pay for each complete calendar month of service during the first calendar year of employment, not exceeding ten days.

In any year in which an employee has an anniversary date of employment (other than a first such anniversary) that entails an increase in vacation accrual because of attaining one of the years set forth in the above schedule (*i.e.*, eight years, fifteen years, or twenty years), a pro rata amount of the additional vacation to be granted (*i.e.*, a pro rata amount of the difference between the previous vacation accrual level and the new vacation accrual level) shall be credited to an employee at the start of the pay period next following the employee's anniversary date of

next year, provided that prior approval is obtained from the Department Head and the Mayor. An employee shall not elect to work and receive additional pay for his allocated vacation time without prior approval of the Mayor. No employee shall elect to receive pay in lieu of time off except as provided herein.

Section 4. Responses to requests to schedule vacation shall be given with reasonable promptness. Approval of a request to schedule vacation shall not be arbitrarily and capriciously denied; absent exceptional circumstances, approval of a vacation scheduling request shall not be withdrawn after having been granted.

Section 5. At the time of separation from service, an employee shall be entitled to vacation pay for any accrued vacation leave for which he is entitled.

ARTICLE 29

SHIFT DIFFERENTIAL

Section 1. For purposes of this Article, the first shift shall be defined as the hours of 7:00 a.m. to 3:00 p.m., the second shift shall be defined as the hours of 3:00 p.m. to 11:00 p.m., and the third shift shall be defined as the hours of 11:00 p.m. to 7:00 a.m.

Section 2. Whether an employee has worked on first, second, or third shift shall be determined daily on the basis of the regular hours of work of that employee on that day, provided that an employee regularly scheduled to work hours different from the shifts as just defined shall be deemed on any day to work on that shift on which the majority of that employee's regularly scheduled hours fall on that day (all of such regularly scheduled hours then being deemed to have been on that shift on that day), and provided further that if regularly scheduled hours are evenly split between shifts on a day, the employee shall be deemed to work on that shift with the higher differential on that day (all of such regularly scheduled hours then being deemed to have been on that shift on that day).

Section 3. Employees regularly scheduled to work the second shift on a day shall receive an additional 25 cents per hour in salary compensation for all of such regularly scheduled hours so worked, and any others worked, on that day.

Section 4. Employees regularly scheduled to work the third shift on a day shall receive an additional 30 cents per hour in salary compensation for all of such regularly scheduled hours so worked, and any others worked, worked on that day.

Section 5. An employee whose regular schedule of work during a week is to work different shifts, as determined per Sections 1 and 2 above, on different days of that week (a "swing shift employee") shall be deemed throughout that week to be on that shift on which the majority of that employee's regularly scheduled hours fall per that determination and shall receive any applicable differential in salary compensation for all of such regularly scheduled hours so worked, and any others worked, during that week, provided that if the regularly scheduled hours of a swing shift employee are evenly split between shifts as so determined during a week, the employee shall be deemed to work on that shift with the higher differential during that week.

ARTICLE 30

LICENSES

The City shall reimburse employees for the cost of all professional licenses that they are required by the City to have because of, and use primarily in, the performance of their employment duties with the City.

ARTICLE 31

INSURANCE FOR EMPLOYEES AND DEPENDENTS

Section 1. The Employer shall make available, during the term of this Agreement, either health insurance through a carrier or a partially self-funded major medical plan. If the Employer self-funds as just described, claims will be paid through a third-party administrator, hired by the Employer, and a "stop loss" policy will be purchased by the Employer to protect the City and the Employees on claims in an amount determined by the City. Coverage shall be available on a single or family coverage basis, and deductibles, co-pays, co-insurance, and maxima shall be at the levels provided at the conclusion of the parties' collective bargaining agreement immediately preceding this Agreement. The Employer shall pay all of the premium for such health insurance, or all of the cost for such self-funded plan with stop loss policy, except that, through a deduction in the stated amount with each paycheck (but not any third paychecks in a single month), Employees having coverage through such insurance or self-funded plan with stop loss policy shall pay as a percentage of the amount of the premium for same or of the total cost to the Employer for such self-funded plan with stop loss policy, as allocated to Employees on a single or family coverage monthly basis, the amount of ten percent (10%) for coverage, deducted in a proportionate amount with each paycheck and as described hereinafter, provided that Employees whose base salary rate pursuant to Sections 1 through 3 of Article 34 hereinbelow is to be paid at an annual rate of less than \$40,530 per year shall pay a reduced percentage rate of eight percent (8%) rather than ten percent (10%) as otherwise provided herein, and provided further that said annual rate of \$40,530 per year as used to determine whether the proportion to be paid shall be the reduced percentage rate of eight percent (8%) as just stated shall be raised January 1, 2012 and each January 1st thereafter by the same percentage by which annual base salary rates are

increased, and provided still further that, notwithstanding anything otherwise to the contrary in the foregoing, no Employee who pays the amount of ten percent (10%) of premium for coverage shall be required to pay more than \$59.00 per month for single coverage or \$144.12 per month for family coverage, and no Employee who pays the reduced amount of eight percent (8%) of premium for coverage shall be required to pay more than \$47.20 per month for single coverage or \$115.30 per month for family coverage. The calculation and deduction of the Employees' aforesaid percentage shares to be paid as described herein beginning in the month of November shall be based on the amount of the Employer's premium for such health insurance, or the total cost for such self-funded plan with stop loss policy, for the plan year from October, 1st through September 31st. The Employer shall establish a Section 125 Plan for the exclusive purpose of allowing Employees to pay their portion of insurance premiums under this section, and under Section 4 of this Article, on a pre-tax basis, such Plan to remain in effect so long as laws and Internal Revenue Service rules concerning same remain substantially unchanged.

The policies, procedures and requirements shall be prepared and maintained by the City in the office of the City Auditor, with copies also to be available to employees.

Section 2. Each employee shall receive, at the expense of the City, a Thirty Thousand Dollar (\$30,000.00) term life insurance policy, subject to a reduction to two thousand five hundred dollars (\$2,500.00) at age seventy if and as permitted by law.

Section 3. The City shall provide, during the term of this Agreement, disability insurance coverage to the same degree as was provided to the employees during the year immediately preceding this Agreement.

Section 4. The City shall contribute for each employee covered by this Agreement \$34.00 per month to the Ohio AFSCME Care Plan for Vision Care and Dental II coverage from that Plan for each such employee, or the cost of such coverage if less, provided that the parties do hereby agree that the AFSCME Care Plan for Vision Care as just described shall be the primary plan for vision care notwithstanding any other plan that the City may offer.

Section 5. There shall be an insurance committee that shall consist of one (1) member from each of the City's recognized bargaining units, appointed by the representative of each such unit for such period as that representative shall determine (provided that if the representative of any unit chooses not to have any member from that unit participate, the insurance committee shall operate without any such member), and no more than five (5) other members (not from any recognized bargaining unit) appointed by the Mayor for such period as he shall determine; the Mayor shall also designate which of his appointees shall serve as the committee chair. The committee shall meet at least one hundred twenty (120) days in advance of any insurance contract rollover/renewal and at other times at the call of the chair. The committee's responsibilities shall include monitoring insurance costs and reviewing and recommending modification of benefits, provided that no such modification of benefits shall take effect if contrary to the express provisions of this Agreement unless each of the parties to this Agreement consents in writing.

ARTICLE 32

FUNERAL LEAVE

In the event of a death in the immediate family of an employee, the employee may use paid sick leave in the following manner, provided that the Division Head may require reasonable proof before such leave may be so used:

- A. In the event the funeral is to take place in the State of Ohio, an employee may use three (3) days of leave, as required for attending the funeral, and/or making funeral arrangements.
- B. In the event the funeral is to take place outside the State of Ohio, an employee may use five (5) days of leave for the foregoing purposes.
- C. Sick leave in excess of the above allotted time may be approved by the Division Head for the foregoing purposes.

As used herein, "immediate family" means an employee's mother, father, brother, sister, half-sibling, child, step-child, spouse, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, and any person who the employee can prove has reared that employee for the majority of his childhood.

ARTICLE 33

LIMITATION OF BENEFITS TO FULL-TIME EMPLOYEES

Notwithstanding any provision of this Agreement otherwise to the contrary, and except as otherwise may be stated by any specific and express reference to part-time employees therein, Articles 22 through 32 and 35 through 39 shall apply only to full-time employees, provided that, notwithstanding the foregoing, part-time employees who are regularly scheduled to work more than twenty (20) hours per week shall be entitled to sick leave in accordance with Section 1 of Article 22. As used herein, full-time employees shall mean those employees hired to work pursuant to their established schedules more than thirty-five (35) hours per week.

ARTICLE 34

WAGES

Section 1 Employees in bargaining unit position shall be paid each year of the contract in accordance with exhibits B, C, and D attached hereto. Employee(s) base salary rates which are greater than the assigned range and steps, contained in exhibits B, C, and D, and shall receive a half percent (.5%) increase on their base salary rate April 1, each year of the contract On and from January 1, 2014, the base salary rates of employees who are in the bargaining unit shall be increased in accordance with exhibit B attached.

Section 2 On and from January 1, 2015 the base salary rates of employees who are in the bargaining unit shall increased in accordance with exhibit C attached

Section 3. On and from January 1, 2016, the base salary rates of employees who are in the bargaining unit shall be-increased in accordance with exhibit D attached.

Section 4 In addition to pay as set forth herein, the City shall pick up and pay as employees' contributions to the State Public Employees Retirement System ("PERS"), as a fringe benefit (without salary reduction), for each bargaining unit member not in a newly hired probationary status per Article 16 above, nine and a half percent (9½%) of earnable salary, as defined in Ohio Revised Code section 145.01(R). Contributions so paid in accordance with this section shall not increase final average salary for retirement purposes and, although designated as employees' contributions, shall be paid by the City in lieu of contributions by the employees, and the employee for whom such contributions are so paid shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City to PERS.

Section 5 The base salary rate for any promoted employee shall be raised as of the first day of the promotion to (a) the base rate of pay for the first step on Exhibit B, C, or D, as applicable, that is for the promotional classification then held by the employee and that results in the employee's being paid at a rate of at least one hundred four percent (104%) of the employee's base salary rate immediately prior to the employee's entry into the promotional classification or (b) if there is no such step, to one hundred four percent (104%) of the employee's base salary rate immediately prior to the employee's entry into the promotional classification. The anniversary date for purposes of advancement to higher steps on the salary schedules set forth in Exhibits B, C, or D, for any promoted employee paid in accordance with item (a) herein shall be the date of entry into the promotional classification.

Section 6 All employees in the Utilities Department whose pay is based on the base salary rate annualized schedules that are Exhibits B, C, and D to this Agreement and who have the following Ohio EPA certifications shall receive the indicated additional amounts as wages (and earnable salary subject to PERS pickup), provided that an employee with certifications in multiple areas shall be paid only for certifications in one of such areas, and provided further that, subject to the foregoing, an employee who has a Class I and a Class II certification in an area shall be paid for both of such certifications that s/he possesses in that area and an employee who has a Class I, a Class II, and a Class III certification in an area shall be paid for all three of such certifications that s/he possesses in that area:

Class I Certification	\$0.30/hour	(\$ 624/year based on 2,080 hours)
Class II Certification	\$1.20/hour	(\$2,496/year based on 2,080 hours)
Class III Certification	\$2.10/hour	(\$4,368/year based on 2,080 hours)

Payment for certifications as set forth above shall not be earned and subject to being made before the later of (a) the effective date of the certification and (b) the employee's providing a photocopy of such certification to the Payroll Department of the City, and such payment shall be continued only so long as such certification(s) is/are valid.

Section 7. One employee in the Street Department and one employee in the Parks and Recreation Department whose pay is based on the base salary rate annualized schedules that are Exhibits B, C, and D to this Agreement and who have the following Vegetation/pesticide spraying certification shall receive the indicated additional amounts as wages (and earnable salary subject to PERS pickup), listed below:

Vegetation/pesticide spraying certification	\$0.40/hour (\$832/year based on	2,080
hours)		

Employees shall be selected, in each affected department, among the employees who possess a valid Vegetation/pesticide spraying certification, by seniority with the employer. Current employee(s), as of January 1, 2014, who currently hold a valid Vegetation/Pesticide spraying certification and are currently performing the duties shall continue to perform the duties and receive the above mentioned pay, regardless of seniority within the department.

ARTICLE 35

UNIFORMS

Section 1. All employees required by the City to wear a uniform in the performance of their work shall either:

- (a) Receive from the City at its expense rented uniforms that shall consist of pants and shirts selected by the City, which uniforms shall further be cleaned at City expense and replaced/repared as needed as reasonably determined by the uniform provider and the City, or
- (b) If the City does not provide uniforms as set forth in (a), be entitled to receive Three Hundred Fifty Dollars (\$350.00) per year to be used as an allowance to purchase, maintain and clean uniforms prescribed by the City, such sum to be requested and paid upon presentation of receipts for such purchase, maintenance and cleaning.

The City shall also furnish at its expense to any employee to whom a uniform is provided as set forth in (a) and whose duties customarily and regularly require outdoor work two jackets, one winter coat, one pair of bib pants/coveralls, one hat, and one hooded sweatshirt, all of which items shall be selected by the City and shall remain its property or that of the entity through which the City furnishes same. Wastewater, Water, and Water Distribution will receive one additional winter coat and one additional pair of bib pants/coveralls.

The City shall also furnish at its expense to employees as described hereinafter shorts in accordance with the following provisions:

1. Only the type of shorts provided through the City's uniform provider shall be allowed to be worn.

2. Shorts shall be cleaned through the City's contracted cleaning service if rented by the City.
3. Shorts shall not be worn by any employee except from April 1 through October 31.
4. Shorts shall not be worn in conditions deemed unsafe as provided in PERRAC standards or as otherwise determined by the Supervisor of the employee wearing same.
5. Shorts shall not be worn by an employee in any classification that his/her Supervisor determines entails being in an office position having significant contact therein with the public.
6. Shorts may only be worn when an employee has approved ready access to pants for any employee or a skirt for a female employee in the event that circumstances change such that wearing such pants or skirt is required. What constitutes approved "ready access" as well as when circumstances have changed such that so wearing pants or a skirt is required shall be determined by the employee's Supervisor, and before each employee wears shorts, s/he is responsible for obtaining his/her Supervisor's approval as to what constitutes "ready access" in the context and setting of his/her particular work responsibilities.

7. Any determination by a Supervisor under item 4 above that conditions are unsafe for the wearing of shorts, under item 5 above as to what is an office position having significant contact therein with the public, or under item 6 above as to what constitutes approved "ready access" or a change in circumstances requiring the wearing of pants or a skirt shall not be subject to grievance under Article 15 of this Negotiated Agreement or otherwise susceptible of challenge, except that any employee who believes that any such determination by a Supervisor under item 4, 5, or 6 above as described should have been different may request that the Mayor review such determination, in which case neither the Mayor's decision whether to undertake such review, nor, if such a review is undertaken, the Mayor's decision whether such determination by a Supervisor should have been different, shall be subject to grievance under Article 15 of this Negotiated Agreement or otherwise susceptible of challenge.

Notwithstanding anything otherwise to the contrary in Section 4 of Article 12 above, the parties may discuss in Labor/Management meetings additions, deletions, or other changes to the uniforms set forth in item (a) above or in the two paragraphs immediately preceding this one, and any tentative agreement reached through such discussion(s) concerning

any such additions, deletions, or other changes shall be subject to the process for amendment of contract set forth in Section 5 of Article 41 below.

Section 2. The City may require various classifications of employees to wear safety shoes, in which case the type(s) and brand(s) of which shall be determined by a vote of the Health and Safety Committee described in Section 5 of Article 5 above. In addition to and not in lieu of Section 1 above of this Article, each employee so required to wear such shoes shall receive an annual allowance not to exceed one hundred fifty dollars (\$150) for purchasing such shoes, such sum to be requested and paid upon presentation of receipts for such purchase, provided that individual employees may upgrade their shoes beyond the aforesaid limit of one hundred fifty dollars (\$150) so long as such upgraded shoes provide the same or greater protection and durability as the type(s) and brand(s) approved by the Health and Safety Committee, and provided further than any employee utilizing such allowance shall return any shoes being replaced to the City.

ARTICLE 36

HOURS OF WORK/OVERTIME

Section 1. Work Week Defined

- A. The basic work week shall be forty hours.
- B. Continuous Operations - Absent a contrary City ordinance, the standard work week for employees engaged in continuous operations, defined as operations for which there is regularly scheduled employment, twenty-four (24) hours a day, seven (7) days a week, shall be five (5) consecutive eight (8) hour days.
- C. Alternate Summer Schedule - If established by the Department Head for that department or any employee(s) therein, a work schedule may be 10 hour days, 4 days per week for the summer months beginning June and ending August of each year.
- D. The foregoing paragraphs are illustrative and directory only, and nothing herein shall detract in any way from the City's authority under Article 3 of this Agreement in general and/or paragraph 6 of Section 1 of that Article in particular.

Section 2. Overtime

- A. An employee shall receive overtime pay at a rate of one and one-half (1½) times the sum of (i) the employee's base salary rate, plus any applicable certification pay, on an hourly basis per Article 34 hereof (as such base salary rate has been rounded off to the nearest cent per hour computed from the base salary rate set forth in that Article) and (ii) any applicable shift differential per Article 29 hereof for each hour of work that is performed in any pay period beginning on or after

the effective date of this Agreement per Article 41 hereof and that exceeds forty (40) hours in active pay status in any one week.

- B. Personnel called in for overtime not contiguous to their regularly assigned shift shall receive a minimum of three (3) hours of overtime pay, provided that this minimum shall instead be four (4) hours, rather than three (3) hours, if occurring on a scheduled day off, provided further that, notwithstanding anything otherwise to the contrary in the foregoing, the minimum for plant checks shall instead in all events be three (3) hours of overtime pay, and provided still further that no minimum whatsoever under this Section shall apply if the reason the employee is called in is either (a) for completion or correction of work that he should have performed during regular hours but did not do so through his own fault or negligence or (b) for a disciplinary matter involving that employee. The SCADA system shall be programmed so that only those who are outside the bargaining unit or who are in a Utility Worker III classification shall be called by such system.
- C. Notwithstanding any contrary provision in the foregoing, an employee entitled to receive overtime pay under paragraph A may, upon the approval of the Department Head and in lieu of getting such pay, elect within one (1) day of the end of the pay period in which such overtime was earned to receive compensatory time off from regular duty at the rate of one and one-half hours off for each and any such hour of overtime so worked, provided that such compensatory time off (i) shall not accumulate to a total of more than one hundred twenty (120) hours for any employee, (ii) shall not be used at a time that would cause undue disruption in

the employee's department, and (iii) may be purchased at any time by the City at the higher of the employee's then present base hourly rate or his average base hourly rate during the past three years.

- D. Subject to the paramount need to maintain effective operations within the City, the City shall use good faith efforts to rotate, to the extent practical and necessary to avoid gross disparities among employees within the same classification who, in any signed writing constituting reasonable notice, have informed their Department Head of their desire to work same, the assignment of all overtime work that is either prescheduled or results from a call-in because of illness or other unforeseen absence reasonably estimated to last longer than two (2) consecutive hours. It is understood that the written notice required herein shall be submitted not more than thirty (30) nor fewer than twenty (20) days before January 1 of, and shall be applicable to, each calendar year that this Agreement is in effect. It is understood further that this provision shall not apply to activities requiring specialized training, qualifications, and/or experience such that rotation is not deemed advisable. It is understood still further that (a) any scheduling that would otherwise constitute a violation of this section and that is undertaken by a bargaining unit member assigned by a Department Head to schedule overtime in accordance herewith shall not be a violation but (b) in the event that an employee makes a written complaint to the Department Head, supported by reasonably adequate documentation, that an employee so assigned by the Department Head to schedule overtime hereunder has not undertaken such scheduling in accordance herewith, the Department Head shall make a reasonable effort in good faith to

preclude that scheduling employee's not acting in accordance with this section in the future. Finally, nothing herein shall in any way detract from the City's authority to mandate that overtime shall be worked at any time that it determines, per Article 3 of this Agreement, that it is necessary to schedule same.

ARTICLE 37

TUITION REIMBURSEMENT

Section 1. The City agrees to pay employees' all tuition costs for all job-related course work, seminars, meetings, etc., if approved in advance in writing by the Department Head and the Mayor and the Auditor certifies that funds are appropriated and available for such purpose.

Section 2. Reimbursement shall be made only upon successful completion of the course and with the submission to the City of documentation showing that the employee had regularly attended and successfully passed the course and the cost involved.

ARTICLE 38

LONGEVITY

Section 1. As a means of rewarding employees for loyal service and to serve as an incentive for retaining good employees, longevity payments shall be made by the following schedule and guidelines. Annual longevity payments shall be made by two separate checks to each full-time bargaining unit member who has completed at least five (5) years of continuous full-time service, and who shall be in the employ of the City, as of November 30th of the calendar year in which the first of such two payments is made. That first such payment shall be made during the first half of the month of December of each year and shall be in the amount set forth in items 1 and 2 below (based upon years of continuous full-time service as of November 30th); the second such payment shall be made at the time of the second payroll in the month of February of the next following calendar year and shall be calculated by dividing the amount in the December longevity payment by the total number of hours worked in the calendar year in which that December longevity payment was made and multiplying the result by one-half ($\frac{1}{2}$) the number of overtime hours worked in the calendar year in which that December longevity payment was made. The amount of the December longevity payment shall be as follows:

1. After five (5) years of service, each employee shall receive \$800.00.
2. For each additional year thereafter, each employee shall receive an additional fifty dollars (\$50.00) per year, as per the following schedule:

5 years -- \$ 800;	14 years -- \$1250;	23 years -- \$1700;
6 years -- \$ 850;	15 years -- \$1300;	24 years -- \$1750;
7 years -- \$ 900;	16 years -- \$1350;	25 years -- \$1800;
8 years -- \$ 950;	17 years -- \$1400;	26 years -- \$1850;
9 years -- \$1000;	18 years -- \$1450;	27 years -- \$1900;
10 years -- \$1050;	19 years -- \$1500;	28 years -- \$1950;
11 years -- \$1100;	20 years -- \$1550;	29 years -- \$2000;
12 years -- \$1150;	21 years -- \$1600;	30 years -- \$2050.
13 years -- \$1200;	22 years -- \$1650;	

Military leave, special leave, and child care leave as defined in Article 22 of this Agreement, while not considered as a break in service with the City, shall not be included in determining service time for the cash payment computed under this Section.

Section 2. Full-time employees who retire (consistent with the term "retirement" as such is used in the last two paragraphs of Article 23 hereof) during any year for which longevity payments shall be due such employee under this plan and who, because of such retirement, shall not be in the employment of the City as of November 30th of that particular calendar year shall, nevertheless, receive pro rata longevity payments based on the number of full months of employment from the last November 30th to the last paid day of service prior to the employee's retirement. Such payments shall be made at the same time as other longevity payments are made.

ARTICLE 39

PERSONAL LEAVE

Section 1. Each employee shall be entitled to four (4) personal leave day computed at his base hourly rate, rounded off to the nearest cent per hour, in addition to scheduled holidays.

Section 2. Use of this day shall be approved by the Department Head or his designee, subject to conditions allowing for proper staffing requirements. These leave days must be used during the calendar year for which they are granted or otherwise be lost. No cash compensation in lieu of actual time off shall be given for this day for any reason.

ARTICLE 40

SEVERABILITY

Section 1. If any provision(s) of this Agreement shall be found contrary to law by a court of competent jurisdiction, or otherwise rendered illegal by legislation adopted by a governmental entity other than the City, then said provision(s) shall then be of no effect, but all other provisions herein shall continue in full force and effect.

Section 2. In the event any provision is found contrary to law and deemed or otherwise rendered invalid, the parties agree to meet and negotiate within thirty (30) days after a determination of illegality has been made for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 41

DURATION AND RELATED MATTERS

Section 1. This Agreement shall be effective on the first day of April, 2014 and shall remain in full force and effect through March 31, 2017.

Section 2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date and no later than sixty (60) calendar days prior to the expiration date, or this Agreement shall continue for another year. Such notice shall be by certified mail with return receipt or by personal delivery. The parties may commence negotiations within two (2) calendar weeks upon receiving such notice of intent.

Section 3. The following shall constitute a mutually agreed upon dispute settlement procedure within the meaning of Ohio Revised Code Section 4117.14(C) and (E) which shall supersede the procedures contained in that section:

- A. During negotiations pursuant to this Article, either party may submit a request to the Federal Mediation and Conciliation Service (FMCS) for a mediator to assist the parties. Upon mutual agreement, the parties may request mediation from an alternate mediation service and shall make such request if FMCS is unable to provide a mediator within ten (10) days of receipt of the request. Nothing herein shall be construed to prevent the parties from continuing negotiations without mediation assistance.

- B. A mediator serving hereunder shall have the authority to hold bargaining sessions and to confer with any person deemed necessary to resolve the impasse. The function of the mediator shall be to offer suggestions, ideas, concepts, impressions, etc., for the purpose of moving both parties to a negotiated agreement.
- C. Nothing herein shall be construed to prevent the parties at any time from mutually and voluntarily agreeing to submit any and all issues in dispute to any alternative dispute settlement procedure.
- D. If agreement is not reached on unresolved issue(s) prior to expiration of this Agreement or any mutually agreed extension thereof, the employees may strike as set forth in Ohio Revised Code Section 4117.14(D)(2), provided that timely written notice has been given in compliance with that section.

Section 4. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Section 5. Notwithstanding Section 4 above, the President of the Union and the Mayor may choose, but nothing herein or otherwise shall require either, to meet privately during the term of this Agreement to discuss any amendment(s) hereto that is believed by either to be desirable. If any such discussion produces a mutual accord that a specific amendment is appropriate, a proposal for such amendment shall be submitted for approval by the Union and thereafter approval by the City. Any such amendment shall become effective upon such dual approval unless the amendment otherwise provides.

BARGAINING UNIT TITLES (EXHIBIT A)

Assistant Chief – Building and Zoning
Building and Zoning Inspector
Building Worker II
Building Worker II/Parks and Recreation Coordinator
Building Worker I
Clerk III - Police
Clerk III - Tax
Clerk III - Utilities
Clerk II - General
Clerk II - Police
Clerk II - Tax
Clerk I - General
Clerk I - Police
Clerk I - Tax
Tax Clerk - Part-time
Clerk - Part-time - General
Laborer (Unclassified) - City Wide
Park Worker III
Park Worker II
Park Worker I
Street Worker III
Street Worker II
Street Worker I
Utility Worker III – Waste Water
Utility Worker II – Waste Water
Utility Worker I – Waste Water
Utility Worker III - Water Distribution System
Utility Worker II - Water Distribution System
Utility Worker I - Water Distribution System
Utility Worker III - Water Treatment Plant
Utility Worker II - Water Treatment Plant
Utility Worker I - Water Treatment Plant
Wastewater Lab Technician III / Pretreatment Supervisor

BASE SALARY RATE ANNUALIZED SCHEDULES (EXHIBITS B, C, AND D)

EXHIBIT B: EFFECTIVE JANUARY 1, 2014

Pay Grade ↓	1	2	3	4	5
	26,715.9	28,068.5	29,421.1	30,773.8	32,126.4
	2	5	9	0	4
	27,586.6	28,983.3	30,380.0	31,776.7	33,173.4
C	5	4	5	8	8
	28,539.3	29,984.2	31,429.2	32,874.1	34,319.1
#2	3	6	0	6	0
	30,414.2	31,954.1	33,494.0	35,033.9	36,573.7
E	8	7	1	0	8
	31,132.9	32,650.1	34,167.3	35,684.5	37,201.7
#3	5	5	5	3	3
	33,102.4	34,719.3	36,336.2	37,953.1	39,570.0
F	6	7	7	8	8

1. Pay grades shall include the following classifications:

C
 Building Worker I
 Laborer (Unclassified)
 Park Worker I
 Police Clerk I
 Street Worker I
 Utility Worker I — Waste Water
 Utility Worker I — Water Dist. System
 Utility Worker I — Water Treat. Plant

E

Building and Zoning Inspector
Building Worker II
Building Worker II/Parks & Rec. Coordinator
Fitness Coordinator
Park Worker II
Street Worker II
Utility Worker II — Waste Water
Utility Worker II — Water Dist. System
Utility Worker II — Water Treat. Plant

F

Assistant Chief— Building and Zoning
Park Worker III
Street Worker III
Utility Worker III — Waste Water
Utility Worker III — Water Dist. System
Utility Worker III — Water Treat. Plant
Wastewater Lab Technician III / Pretreatment
Supervisor

#1

Clerk — Part-Time - General
Clerk I - General
Clerk I – Tax
Tax Clerk — Part-Time

#2

Clerk II - General
Clerk II - Tax
Police Clerk II

#3

Clerk III - Tax
Clerk III - Utilities
Police Clerk III

Exhibit C: Effective January 1,2015

1. Pay grades shall include the following classifications:

Pay Grade ↓	1	2	3	4	5
	27,289.5	28,671.2	30,052.9	31,434.5	32,816.2
	6	2	0	7	4
C	27,724.5	29,128.2	30,531.9	31,935.6	33,339.3
	8	5	5	7	5
#2	29,629.2	31,129.3	32,629.4	34,129.6	35,629.7
	6	8	9	3	6
E	30,566.3	32,113.9	33,661.4	35,209.0	36,756.6
	6	4	8	7	5
#3	33,444.0	35,019.1	36,594.3	38,169.4	39,744.5
	5	8	3	5	8
F	34,428.8	36,053.8	37,678.7	39,303.7	40,928.7
	0	0	8	8	6

- C**
 Building Worker I
 Laborer (Unclassified)
 Park Worker I
 Police Clerk I
 Street Worker I
 Utility Worker I — Waste Water
 Utility Worker I — Water Dist. System
 Utility Worker I — Water Treat. Plant

E

Building and Zoning Inspector
Building Worker II
Building Worker II Parks & Rec. Coordinator
Fitness Coordinator
Park Worker II
Street Worker II
Utility Worker II — Waste Water
Utility Worker II — Water Dist. System
Utility Worker II — Water Treat. Plant

F

Assistant Chief— Building and Zoning
Park Worker III
Street Worker III
Utility Worker III — Waste Water
Utility Worker III — Water Dist. System
Utility Worker III — Water Treat. Plant
Wastewater Lab Technician III / Pretreatment
Supervisor

#1

Clerk — Part-Time - General
Clerk I - General
Clerk I – Tax
Tax Clerk — Part-Time

#2

Clerk II - General
Clerk II - Tax
Police Clerk II

#3

Clerk III - Tax
Clerk III - Utilities
Police Clerk III

Exhibit D: Effective January 1, 2016

Pay Grade	1	2	3	4	5
A	27,863.20	29,273.89	30,684.61	32,095.35	33,506.05
B	30,719.19	32,274.51	33,829.78	35,385.11	36,940.43
C	35,755.15	37,388.22	39,021.30	40,654.37	42,287.44

1. Pay grades shall include the following classifications:

A

Building Worker I
 Clerk — Part-Time - General
 Clerk I - General
 Clerk I - Tax
 Laborer (Unclassified)
 Park worker I
 Police Clerk I
 Street Worker I
 Tax Clerk — Part-Time
 Utility Worker I — Waste Water
 Utility Worker I — Water Dist. System
 Utility Worker I — Water Treat. Plant

B

Building and Zoning Inspector
 Building Worker II
 Clerk II - General
 Clerk II - Tax
 Park Worker II
 Police Clerk II
 Street Worker II
 Utility Worker II — Waste Water
 Utility Worker II — Water Dist. System
 Utility Worker II — Water Treat. Plant

C

Assistant Chief— Building and Zoning
 Clerk III - Tax
 Clerk III - Utilities
 Park Worker III
 Police Clerk III
 Street Worker III

Utility Worker III — Waste Water
Utility Worker III — Water Dist. System
Utility Worker III — Water Treat. Plant
Wastewater Lab Technician III / Pretreatment
Supervisor

2. An employee shall advance from Step 1 to Step 2 on the first anniversary of his/her employment in that pay grade; from Step 2 to Step 3 on the second anniversary of his/her employment in that pay grade; from Step 3 to Step 4 on the third anniversary of his/her employment in that pay grade; and from Step 4 to Step 5 on the fourth anniversary of his/her employment in that pay grade. The City may choose to place a newly hired employee on a Step on the salary schedule for the classification grade with full or partial credit for every one year of verifiable service and skills with another employer. Should the Union disagree with the placement it may follow the Grievance procedure in this Agreement, and the result of this process will determine rate of pay. After placement the employee shall advance annually on the salary schedule the same as if any such service with another employer as so credited had been performed instead in the employ of the City, and provided further that the last sentence of Section 5 of Article 34 shall be construed so that promoted employees who are subject to that sentence shall advance annually in like manner on the salary schedule based on the anniversary date established by that sentence.

3. After the 5th year of paid service (i.e. on the 5th anniversary date, subject to adjustment pursuant to the provisions of Article 22), an employee in Step 5 in a "I classification" shall move to the same Step 5 on the salary schedule for the ensuing "II classification"², and said employee shall at that same time leave said "I classification" and become a non-probationary employee in said "II classification." Thus, for example, on the day starting his/her sixth year of paid employment, a Park Worker I who upon hire had started at Step 1 of pay grade B on the salary schedule would become a non-probationary Park Worker II and move to Step 5 of pay grade E.

4. Notwithstanding anything otherwise in this Agreement, the City may pay a recruitment bonus of up to \$5,000 to entice a new hire to City employment, provided that payment of any such bonus shall be completed no later than one (1) year from the employee's first day of work for the City, and provided further that any such payment of bonus shall be subject to recovery from the employee to whom it was paid insofar as such employee ceases to be in the City's active

²As implied, this applies only if there is a "II classification" in the same series. Thus, it is inapplicable to those employed in the Recreation Worker I/Attendant position (nor does it apply to positions that have no enumeration, such as the Accounts Clerk/Recreation Worker/Attendant,, the Clerk – Part-Time – General, and the Tax Clerk – Part-Time positions).

employment within the period of the two (2) years after the employee's first day of work for the City.

CLASSIFICATION SERIES (EXHIBIT E)

The Classification Series (and Classifications in them, from lower to higher) for purposes of layoff, bumping, and recall shall be as follows, provided that any classification in the bargaining unit that is not listed below shall each constitute its own classification series, except that the classification of Laborer (unclassified) shall be deemed to be the lowest classification in every non-clerical classification series:

Building and Zoning (Building and Zoning Inspector, Assistant Chief – Building and Zoning)

Building Worker (Building Worker I, Building Worker II and Building Worker II/Parks and Recreation Coordinator)

Clerk General (Clerk I - General, Clerk II - General)

Clerk Tax (Clerk I -Tax, Clerk II -Tax, Clerk III -Tax)

Police Clerk (Police Clerk I, Police Clerk II, Police Clerk III)

Park Worker (Park Worker I, Park Worker II, Park Worker III)

Street Worker (Street Worker I, Street Worker II, Street Worker III)

Utility Worker - Waste Water (Utility Worker I - Waste Water, Utility Worker II - Waste Water, Utility Worker III - Waste Water)

Utility Worker - Water Distribution System (Utility Worker I - Water Distribution System, Utility Worker II - Water Distribution System, Utility Worker III - Water Distribution System)

Utility Worker - Water Treatment (Utility Worker I - Water Treatment, Utility Worker II -Water Treatment, Utility Worker III - Water Treatment)

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement, this 9th day of April, 2014.

FOR THE CITY OF HEATH

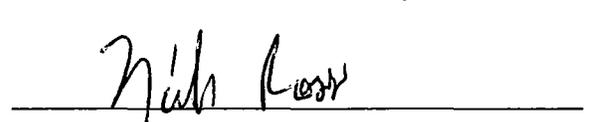


FOR AFSCME OHIO COUNCIL 8









SUPPLEMENTAL AGREEMENT

It is hereby agreed by and between Local 3439 of AFSCME Ohio Council 8, AFL-CIO, and The City of Heath (together, "the parties") that, effective upon mutual ratification of a collective bargaining agreement between them expiring March 31, 2017, and notwithstanding anything otherwise to the contrary in such collective bargaining agreement:

1. Even though he is not paid under the base salary rate annualized schedules that are Exhibits B, C, and D to such collective bargaining agreement ("the salary schedules"), Steven Glaub shall receive certification pay for which he qualifies under Section 6 of Article 34.

SIGNATURES

IN WITNESS WHEREOF, the parties have set their hands to this agreement this 9th day of April, 2014.

FOR LOCAL 3439 OF AFSCME
OHIO COUNCIL 8, AFL-CIO



Steven Glaub

FOR THE CITY OF HEATH