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AGREEMENT BETWEEN
CITY OF SALEM, OHIO
AND
LOCAL #2701
AFSCME, OHIO COUNCIL 8
(AFL-CIO)

July 1, 2014 through June 30, 2017

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ARTICLE 1 PURPOSE

1. This agreement is made and entered into this 1st day of July, 2014 by and between the City of Salem, Ohio, hereinafter designated as the City or the Employer, and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 2701, hereinafter designated as the Union.
2. The purpose of this contract is to provide an orderly and peaceful procedure for the resolution of grievances of bargaining unit employees. This Agreement also allows bargaining unit employees, through Union representation, to participate in the establishment of working terms, hours, and conditions of employment in the City of Salem.

ARTICLE II RECOGNITION

1. The Union is recognized as the sole and exclusive bargaining representative for a bargaining unit of all employees, as certified by the State Employment Relations Board and as contained in Appendix A, for the purpose of establishing terms and conditions of employment, but excluding all supervisors, professional (as defined by the collective bargaining act), administrative employees, guards and security (as defined by the collective bargaining act), and students. The City will not recognize any other union, organization or person as the representative for any of the employees in the bargaining unit.

ARTICLE III NONDISCRIMINATION

- A. The City and the Union agree that both parties shall not discriminate against any employee on the basis of age, sex, color, creed, national origin, religion, political affiliation, marital status, sexual preference, or disabilities.
- B. The City and the Union continue to endeavor to carry out their obligations and responsibilities under the American with Disabilities Act (ADA) and have attempted to avoid conflicts between this Collective Bargaining Agreement and the Employers duty to provide reasonable accommodation. The parties agree that the Employer has full authority to comply with the ADA, even where such action may conflict with this Agreement.
- C. The City agrees that it shall not discriminate against, interfere, restrain, or coerce any employee because of membership in the Union nor because an employee holds Union office, nor shall it interfere with an employee's rights to become a member of the Union.
- D. The City and the Union agree that sexual harassment at the workplace shall not be tolerated. The Union can submit a complaint of sexual harassment directly to the last step of the grievance procedure. Such harassment is defined as, but not limited to, unwelcome sexual

writing, to the Employer within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

- F. The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month's advance notice must be given to the Employer prior to making any changes in an individual's dues deductions. The Employer shall remit the aggregate of Union dues deductions and a list of employees from whom dues have been deducted within ten (10) days of payroll date to Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512.
- G. Employees, who are members of the Union, may cancel dues deduction by directing a certified letter to the Union and to the Employer in the 120-day period prior to the expiration of this Agreement.
- H. Each bargaining unit employee, who is not a member of the Union, shall, as a condition of employment, pay a fair-share fee to the Union. The fair-share fee obligation shall commence on the first pay period during which fees and dues are deducted, following sixty (60) calendar days of employment.
- I. Fair-share fees shall be paid by automatic payroll deduction. Fair-share fee deductions do not require prior authorization from the affected employee. Fair-share fees shall be deducted in amounts determined by the Union, in accordance with law.
- J. Fair-share payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair-share fee was deducted during the previous month, including the amount of the deduction.
- K. The Employer's obligation to deduct fair-share fees is contingent upon the Union's fulfillment, on behalf of each nonmember bargaining unit employee, of each obligation established by law.
- L. The Union may amend the fair-share fee amount by providing the Employer with written documentation of its compliance with applicable law. Changes in the amounts to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

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- M. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this Article, regarding the deduction of Union dues or fair-share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings, by any employee, arising from deductions made by the Employer pursuant to this Article. The Union warrants and guarantees to the Employer that no provision of this Article violates the Constitution or laws of the United States of America or the State of Ohio, and that all of its procedures regarding deduction, reporting, use, and rebate are in accordance with applicable law. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- M. Nothing in this Article shall be construed to limit the right of the Employer to seek judicial review of any of its provisions at any time.
- N. The Employer and the Union intend that this Article shall be lawful in every respect. If any court of last resort determines that any provision of this Article is illegal, then that provision, alone, shall be void. Invalidation of any provision is judicially invalidates, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

ARTICLE V**PERSONNEL FILES & RECORDS**

- A. Any employee may request to see and will be permitted to examine her/his personnel file, so long as s/he does so in the office where the files are kept and does not remove any article from the file.
- B. The employee shall be shown a copy of all derogatory notations in her/his file. If said offense does not reoccur within two (2) years, said notation may be removed from her/his file and personnel records upon petitioning to have them removed made to the Mayor of the City of Salem.
- C. Bargaining unit members may appeal disciplinary actions through the Grievance Procedure.

- 3) Step 3: If a grievance is not resolved at the second step of this procedure, the employee may appeal, in writing, within five (5) calendar days of receiving the department heads reply or at the expiration of the allotted time, to the Mayor of the City of Salem. The Mayor of the City of Salem shall initiate an investigation of the situation and, within five (5) business days of receipt of the grievance, unless otherwise agreed and arranged, shall meet with the employee, her/his Union representatives (if s/he so wishes), the department head and the employee's supervisor. Within five (5) business days after meeting with the employee, the Mayor shall issue a decision in writing.

F. The steps of Arbitration are as follows:

- 1) Any grievance not resolved in the foregoing steps of this Grievance Procedure may be submitted to arbitration by the Union within thirty (30) days. The Arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some expressed term or provision of the Agreement, under the Voluntary Arbitration Rules of the Federal Mediation and Conciliation Services, which shall act as the administrator of the proceedings.
- 2) The decision of the arbitrator shall be given not more than thirty (30) days from the hearing date and shall be binding upon the parties.
- 3) The cost of the services of the arbitration and the expenses submitted by the arbitrator, related to the arbitration proceedings, shall be borne equally by both parties. Expenses relating to the calling of witnesses or the obtaining of depositions or to any other expenses associated with such proceedings shall be borne by the parties requesting the same.
- 4) Union representatives and employee witnesses shall not lose pay for time in grievance and/or arbitration proceedings if said proceedings are during the employee's regular scheduled working hours. The Union agrees that the representative and witnesses used in arbitration will be witnesses whose testimony is relevant to the particular matter at issue.
- 5) Only the Union's President or the Union's designated steward shall be the official representative of the Union in all grievance hearings.
- 6) The parties agree that the arbitration provided for herein may be dispensed with in the event the parties agree on a permanent arbitrator, whose name shall be included herein, and who shall have the same powers, duties and responsibilities as previously provided for herein.

ARTICLE VII **PROBATIONARY PERIOD**

- A. All employees hired are on a 120-day probationary period from the date of hire. If an employee, whose employment has terminated, is rehired, s/he shall be considered a new employee subject to the provisions of this paragraph. Discipline or discharge during the probationary period shall be at the sole discretion of the City.
- B. Upon completion of the probationary period, the seniority of the employee is retroactive to the date of hire.

ARTICLE VIII **EMPLOYEES/MANAGEMENT RIGHTS**

- A. It is agreed that any employee within the bargaining unit has the right to join the Union for mutual aid protection and to bargain collectively. In addition to the right to join and participate in the Union, Management recognizes the member's right to Union representation in accordance with this Agreement.
- B. Seniority shall be the employee's total length of service, based upon his/her original appointment date, in any classification that is covered by the bargaining unit. Seniority shall be used for (1) the purpose of determining layoff and recall rights; (2) the order in which vacation selections shall be made; or (3) for any other purpose(s) as expressly stated in this Agreement.

Seniority is not to be confused with CONTINUOUS SERVICE WITH THE CITY OF SALEM. Continuous service with the City shall be defined as the uninterrupted service of an employee from her/his original date of employment with the City of Salem, including and taking into consideration ant consecutive interdepartmental transfers or appointments. Continuous service with the City shall be used for determining longevity and vacation entitlement or any other purpose(s) as expressly stated in the Agreement. An employee laid-off by the City and then recalled, or an employee granted a valid leave of absence for a period of up to six (6) months and returning from said leave, shall not be considered to have broken continuous service.

If a bargaining unit employee accepts a promotion to a non-bargaining unit position and, prior to five (5) years after leaving the bargaining unit position, the employee is displaced by either abolishment of or layoff from said position, then that employee shall have the right to bump back into the previously held classification, thereby displacing the least senior employee in that particular classification.

- C. Except as specifically stated in this Agreement, nothing herein shall be interpreted to impair the right and responsibility of the Employer to do the following:

- 1) Determine the overall mission of the Employer as a unit of government;
- 2) Determine matters of inherent managerial policy, which include but are not limited to areas of discretion or policy, such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- 3) Direct, supervise, evaluate or hire employees;
- 4) Maintain and improve the efficiency and effectiveness of governmental operations;
- 5) Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;
- 6) Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- 7) Determine the adequacy of the work force;
- 8) Effectively manage the work force; or
- 9) Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE IX JOB BIDDING

- A. Vacancies within the bargaining unit shall be posted in all departments in the bargaining unit for five (5) days.
- B. All applications shall be considered and the position shall be filled by the most senior and qualified applicant possessing the skills and abilities to perform the job.

ARTICLE X LAYOFF & RECALL

A. In the event that it becomes necessary to layoff and/or abolish positions, the City shall layoff employees in the following order:

- 1) Students;
- 2) Temporary and seasonal;
- 3) Part-time;
- 4) Employees who have not completed probation;
- 5) Employees who have completed probation, in reverse seniority order.

Employees designated for layoff may bump another employee within their department, in an equal or lower rated position, who has less seniority. To bump another employee, an employee must be able to perform the job without additional training.

B. Recall shall be in order of seniority.

ARTICLE XI HOURS OF WORK

A. Hours of work shall be as follows:

Streets Department: 7:30 A.M. to 3:30 P.M. Monday through Friday, with a 15-minute paid lunch break at the job site.

Parks Department: 8:00 A.M. to 4:00 P.M. Monday through Friday, with a 15-minute paid lunch break.

City Hall: 8:00 A.M. to 5:00 P.M. Monday through Friday, with a 1-hour unpaid lunch break,

Parks & Recreation Office: 8:00 A.M. to 5:00 P.M. Monday through Friday, with a 1-hour unpaid lunch break.

B. All bargaining unit employees of all departments shall have a 15-minute break in the morning and a 15-minute break in the afternoon. Said breaks may be broken up to accommodate weather.

ARTICLE XII OVERTIME

- A. Members of the bargaining unit shall receive overtime pay at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked or in active pay status in excess of forty (40) hours in any week or eight (8) hours in any workday/ overtime may be compensated in either pay or compensatory time off at the department heads discretion. A maximum of one hundred sixty (160) hours of compensatory time may be accumulated, as stated in the Personnel Policy Manual. A maximum of eighty (80) hours may be carried over from one year to the next; however, the maximum of one hundred sixty (160) hours allowable accumulation may not be exceeded by such carry-over. Holidays and vacation days shall be part of the standard (40) hour work week for the purpose of computing overtime. Sick leave shall not be a part of the standard (40) hour work week for the purpose of computing overtime.
- B. Members of the bargaining unit will have the option of selecting means of receiving compensation for their overtime:

OPTION 1: The employee may select to be paid monetarily, or

OPTION 2: The employee may select to receive compensatory time, at one and one half (1 1/2) times the hourly rate for the overtime worked and accumulate such overtime, not to exceed one hundred sixty (160) hours. Any overtime worked in excess of accumulated hours must be compensated with pay. If overtime compensatory is not used before the end of the calendar year, which it is earned, employee will have the choice to receive payment for the compensatory time or to roll over into the following year.

Only compensatory time accumulated and unused within an annual period shall be converted into cash. Said period shall commence on the first day of the pay period which included November 1, and ends on the last day of the pay period immediately preceding the start of the next period's commencement. Said cash payment shall be made not later than the end of the pay period containing December 1.

Any member of the bargaining unit, upon severance of employment with the City of Salem, or any member who is eligible to receive retirement benefits from Ohio Public Employment Retirement, by reason of age and length of service, shall be entitled to remuneration in cash for any and all compensatory time accumulated by said employee at the rate of one hundred (100%) of the full amount of the employee's accrued but unused compensatory time.

ARTICLE XIII SICK LEAVE

A. Sick leave shall be identified as an absence with pay necessitated by the following:

- 1) Illness or injury to the employee;
- 2) Exposure by the employee to a contagious disease communicable to other employees;
- 3) Serious illness, injury or death in the employee's immediate family;
- 4) Pregnancy and maternity.

Each member of the bargaining unit may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees, or for illness, injury or death in the employee's immediate family. Immediate family shall be defined and construed to mean an employee's spouse, parents, children, grandparents, sibling, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of a parent (in *loco parentis*). Time off for doctor and dental appointments for employees shall be charged to sick leave.

B. All full-time employees covered in this Agreement shall earn sick leave at a rate of .06 hours for each hour worked. An employee, who transfers from this department to another department in the City of Salem, shall be permitted to transfer her/his accumulated sick leave to the new department.

C. An employee, who is to be on sick leave, shall notify the Management or its designee of such absence and the reason thereof at least one-half (.5) hour after the start of her/his shift each day s/he is to be absent, unless an employee notifies the City of a long-term illness and expected date of return. Proof of disability from a physician is required for more than two (2) consecutive days of absence due to illness. Failure to submit the proof shall be cause for denying all sick leave for the term of the illness and shall subject the employee to disciplinary action.

D. Non-probationary, bargaining unit employees are eligible for and may participate in the Employer's sick leave donation, which is described in Ordinance No. 0303415-29.

ARTICLE XIV SICK LEAVE CONVERSION

A. Members of the bargaining unit who have at least 200 hours accumulated sick leave shall be permitted to convert to cash any or all sick leave in excess of 200 hours accumulated and unused within an annual period. Said period will commence on the first of the pay period which includes November 1, and ends on the last day of the pay period immediately

preceding the start of the next year's period commencement. Said cash payment shall be made no later than the end of the pay period containing December 1. An employee eligible to receive a cash benefit conversion of sick leave at year's end must indicate his/her desire to convert any sick leave no later than the end of the pay period that includes November 1st.

Calculation shall be made by the following formula:

Fifty percent (50%) of the employees accrued unused hours earned during the period, times his/her hourly rate.

- A-B. Upon severance of employment of any bargaining unit member who has at least five (5) years of continuous service with the City of Salem, or upon retirement of any bargaining unit member who is eligible to receive retirement benefits from PERS as a result of the combination of age and public service, said bargaining unit member shall be entitled to receive a cash payment equal to 25% of her/his accrued but unused sick leave, not to exceed three hundred twenty (320) hours pay. Such election shall eliminate the employee's entire sick leave balance. Each employee may elect sick leave conversion only once in her/his employment with the City.
- B- C. An employee, who has at least ten years' public service and who dies, shall be considered to have retired on the date of her/his death, and any sick leave conversion benefits and back pay due shall be paid to her/his spouse. If there is no spouse, payment shall be made equally to any children, if there are no children, payment shall be made to the estate.

ARTICLE XV PERS BENEFITS

- A. Employees will pay their entire portion of their Public Employees Retirement System contribution on wages earned with the City.

ARTICLE XVI HOSPITALIZATION COVERAGE

- A. From the effective date of this agreement through, June 30, 2017, the City agrees to provide health insurance for all members covered by this agreement.
- B. During the term of this agreement, the City of Salem agrees to pay **eighty-nine percent (89%)** of the cost of the family or single plan and the employee agrees to pay the remaining **eleven percent (11%)** of the family or single plan, as outlined in paragraph "A" above, through payroll deduction. **With respect to the employee share of premium payments as outlined in this paragraph, the parties agree to reopen negotiations on health insurance**

~~only to set the premium payments. The parties will reopen negotiations prior to July 1 of 2012 and July 1 of 2013 November 1, 2015 and November 1, 2016 to establish the premium payments that will be in effect on said dates within a minimum of sixty (60) days prior to the expiration of the health plan. The parties agree that the premiums will not exceed 15% for the employees during the life of this Agreement. Should the employer desire to change coverage, providers, deductibles, and/or co-pays, it shall notify the union in writing a minimum of sixty (60) days in advance and may initiate renegotiations of the issue of health coverage within two (2) weeks of such notice. Upon request of the Union, the Employees shall meet to negotiate over options.~~

C. Deductibles—Effective January 1, 2015, employees will pay a deductible of \$250.00 ~~200.00~~ for Single Coverage, and \$500.00 ~~400.00~~ for Family Coverage.

D. Notwithstanding the above provisions which provide for health care coverage, the Union agrees that the Employer may offer alternative health care plans during the term of this Agreement. Participation by any employee in the alternative health care plan is voluntary.

The terms and conditions of such alternative plan shall be determined by the Employer.

The cost/or terms and conditions of alternative plans shall be at the discretion of the employer and may be subject to change.

In the event of changes in the cost and/or terms and conditions of an alternative plan, any affected employee may withdraw from the alternative plan and return to the negotiated plan.

E. The City agrees to establish a Health Care Cost Containment Committee. The committee will consist of one member of each of the bargaining units and four (4) members from the administration. The committee will meet on a regular scheduled basis with the goal of discussing and attempting to agree upon health care cost containment measures.

Should the Employer decide to change coverage, deductibles and/or co-pay provisions, it shall notify the union a minimum of sixty (60) days in advance. Upon request of the Union, the Employee shall meet to negotiate over options.

F. The Employer and the Union agree to meet on a regular and mutual basis to review alternative health care plans and to confer on levels of coverage and cost to employees and the employer, with the objective of lowering the cost to both the Employer and the employees.

G. From August 1, 2014 to July 31, 2017**, the City agrees to pay up to one hundred (100%) of a gym membership. Provisions are as follows:

Members of the bargaining unit, who wish to join a gym, will pay for a full year's membership up front. The bargaining member may choose to pay for the plan of their choice and the gym of their choice, providing that particular gym will provide the City with a monthly usage report. Once the bargaining member has submitted a receipt to the City, the City will reimburse fifty percent (50%) of the gym membership paid. If the employee (and we are only tracking the employee) goes 52 times in one year, then the City will reimburse the other fifty percent (50%) at the end of membership year.

**Providing we are not accepted into ERC or any other insurance based gym membership program.

ARTICLE XVII AFSCME CARE PLAN

- A. The City shall contribute seventy dollars and seventy five cents (\$70.75) per month for each bargaining unit member to the Ohio AFSCME Care Plan. For said payment, the Ohio AFSCME Care Plan shall provide each member of the bargaining unit with the life insurance, dental insurance III, eye care insurance, and hearing care insurance benefits currently in effect in the Fund, for the duration of this contract.
- B. The City shall assume no responsibility for the administration of these programs.

~~ARTICLE 18 GROUP LIFE INSURANCE~~

~~A. Group life insurance, in the amount of twenty five thousand dollars (\$25,000) shall be provided to all employees of the City of Salem, who are covered in this Agreement. The City shall bear the full expense of this benefit.~~

ARTICLE 19 XVIII HOLIDAYS

A. The following holidays shall be observed and are hereby declared to be official holidays for regular, full-time City employees:

- | | |
|----------------------------|---------------------|
| New Year's Day | 2 Personal Holidays |
| Martin Luther King, Jr Day | Labor Day |
| President ' s Day | Veteran ' s Day |
| Good Friday | Thanksgiving Day |

Memorial Day

Independence Day

Christmas Day

Should any of the above holidays fall on a Sunday, then the following Monday shall be considered the holiday. Should any of the above holidays fall on a Saturday, then the preceding Friday shall be considered the holiday.

- B. Employees who are required to work on an official holiday shall be paid at one and one-half (1.5) times their hourly rate of pay.
- C. To qualify for a holiday or a day off in lieu of a holiday, an employee must have done the following:
- 1) Performed thirty (30) turns of work since her/his last date of hire prior to the holiday; and
 - 2) Performed work in the week in which the holiday falls; and
 - 3) Worked her/his scheduled workday next preceding and next following the holiday, except that an employee on vacation or absent because of illness shall be deemed to have met the requirements of subsections 1 and 2.
- D. ~~Effective January 1, 2002 and each January 1 thereafter,~~ Every January 1, full-time employees in active service shall receive two (2) personal days to be used within the next year. Personal days must be used in whole day increments, and do not carry over from one year to the next, and may not be cashed in. Newly hired employees receive two (2) personal days on the January 1 next following their date of hire. A newly hired employee who has not completed the probationary period as of January 1 shall be credited with two (2) personal days upon completion of the probationary period.
- E. Personal holidays shall be scheduled at least twenty-four (24) hours in advance of when taken and must be approved by the department head.
- F. To qualify for a holiday or a day off in lieu of a holiday, an employee must have done the following:
- 4) Performed thirty (30) turns of work since her/his last date of hire prior to the holiday; and
 - 5) Performed work in the week in which the holiday falls; and
 - 6) Worked her/his scheduled workday next preceding and next following the holiday, except that an employee on vacation or absent because of illness shall be deemed to have met the requirements of subsections 1 and 2.

- G. Personal holidays shall be scheduled at least twenty-four (24) hours in advance of when taken and must be approved by the department head.

ARTICLE 20 XIX VACATIONS

- A. Members of the bargaining unit shall be entitled to paid vacations under the conditions as specified herein.
- B. The vacation year is defined as January 1 through December 31, and each member of the bargaining unit shall express her/his first and second choice vacation preference to the department head by April 1 each year. All bargaining unit members, who apply for vacation leave by this date, shall have their vacations scheduled by seniority preference. All other vacation leave shall be subject to a first come, first serve basis.
- C. The vacation qualifying year shall be January 1 through December 31, or such other date as may be the anniversary of the last date of hire.
- D. Regular, full-time employees must have completed at least one (1) year of continuous service since the last date of hire before becoming eligible for any vacation.
- E. All members of the bargaining unit shall receive paid vacation by the following schedule:
- | | |
|------------------------------------|-------------|
| Completion of 1 year of service: | 10 workdays |
| Completion of 5 years of service: | 15 workdays |
| Completion of 12 years of service: | 20 workdays |
| Completion of 17 years of service: | 23 workdays |
| Completion of 20 years of service: | 25 workdays |
- F. Days of vacation, as established in section (E) hereof, are hereby determined at mean working days. The term week is deemed to mean a calendar week except where the workweek begins on a day other than Monday.
- G. Up to forty (40) hours of vacation each calendar year may be taken in 8-hour increments. The remaining vacation shall be taken in 40-hour increments. An employee's supervisor shall have the authority to grant additional 8-hour increments of vacation requests so long as it does not affect the operational needs of that particular department.
- H. When a holiday occurs during the vacation period of an employee, the employee will be given an additional day off subject to holiday leave provisions.
- I. Vacation pay shall be based on the bargaining unit member's normal rate of pay.

- J. Scheduling of vacations shall be the responsibility of the department head for whom the employee works, and shall be subject to sufficient manpower available to cover such leave.
- K. Vacation credit for a vacation year must be taken by the end of that vacation year, except that a member may carry over, from one year to the next, up to one (1) week of vacation.
- L. Each employee, with four (4) or more weeks of earned vacation time, shall, with the approval of the Director of Public Service, have the option of carrying over one (1) week into the next calendar year, and/or receiving pay in lieu of vacation for one week of earned vacation.
- M. An employee, who has scheduled at least a 40-hour vacation with the approval of her/his supervisor and department head, and who has given the City Auditor at least two (2) weeks' notice, shall be entitled to receive advanced payment for her/his vacation.
- N. The City shall pay, to the spouse of an employee who dies, any accrued but unused vacation benefit to her/his credit at the time of death. If there is no spouse, payment shall be made equally to any children. If there are no children, payment shall be made to the estate.

ARTICLE 21 XX**UNPAID LEAVES OF ABSENCE**

- A. Members of the bargaining unit may be granted a leave without pay for personal reason(s) of the employee.
- B. The authorization of a leave without pay is a matter of administrative discretion. The department head, or other designated official, in each individual case, should decide if a leave of absence is to be granted. Said leaves shall not exceed six (6) months, except for reasons of illness. The granting of a leave of absence shall not be unreasonably denied.
- C. Upon completion of the leave, the employee shall be returned to a similar position as she/he held prior to the leave.
- D. In the event that a layoff has occurred during an unpaid leave, the following language shall govern:

Employees on unpaid leave shall retain seniority. When they return from leave, every effort shall be made to return the employee to a similar position as held prior to the leave.

ARTICLE 22 XXI MILITARY LEAVE

- A. Military leave shall consist of twenty-two (22) eight (8) hour-days of paid leave each year, as specified in the Ohio Revised Code, Sec. 5923.05 as modified September 18, 1997.

ARTICLE 23 XXII CALL BACK

- A. Employees shall receive a minimum of three (3) hours call back pay, at the rate of one and one-half (1.5) times their hourly rate. When the job for which the employee was called is completed, s/he shall then be dismissed from the duty.
- B. A written rotation schedule shall be used for call backs in the Street Department. Supervisors shall not be included on the call back list. Electricians, traffic and safety, and mechanics shall have separate call back lists. After exhausting each list, the call back may be offered outside that respective list.
- C. The City agrees to equalize overtime opportunities for all employees. A list of employees in the bargaining unit shall be maintained on a departmental basis and employees shall be called from a list in a rotating basis. Employees who work overtime shall be credited as if they had worked overtime. After departmental lists are exhausted, employees from other departments may be called, if they are qualified to perform the work.

ARTICLE 24 XXIII SAFETY

- A. The City shall make every effort to be in compliance with all OSHA safety regulations that apply to the safety of personnel in the bargaining unit. Required safety equipment shall be furnished at City expense.
- B. Members of the bargaining unit, who believe an unsafe working condition exists, may bring said condition to the immediate attention of her/his supervisor, who shall attempt to remedy the situation, or the President of the Union may bring the unsafe condition to the attention of the department head. After said notification, if the condition has not been corrected, the Union may file a grievance directly to Step 2 of the Grievance Procedure.

ARTICLE 25 XXIV WAGES

- A. All base hourly rates are contained in Appendix B.
- B. Due in part to the small size of the AFSCME, Ohio Council 8 bargaining unit, and further due to the ability of other City unions to proceed to final and binding conciliation on wage issues, the Employer agrees as follows: During the term of this agreement, should the Police, Fire, or Utilities employees or ~~Fire bargaining units or non-bargaining employees~~ of the City be granted annual average wage increase in excess of that specified in Appendix B, such excess shall also be granted to members of this AFSCME, Ohio Council 8 bargaining unit under the same circumstances as granted to other bargaining units. ~~or all non-bargaining unit employees.~~
- C. The City of Salem shall continue the present practice of biweekly payroll, payable on Fridays. All employees shall be enrolled in direct deposit. Payroll stubs are available through the Employee Self-Service portion of the Paychex website, and are made viewable no later than Thursday of each pay week. When a legal holiday falls on payday, payroll stubs will be available on Wednesday, with funds payable on Thursday.
- ~~D. No payroll checks shall be cashed by any employee prior to the date contained on said check.~~

ARTICLE 26 XXV LONGEVITY

- A. In addition to their regular wages, regular, full-time employees in the bargaining unit shall receive longevity pay as listed below:

| | |
|---------------------------------------|-----------------|
| After 5 years of continuous service: | \$30 per month |
| After 10 years of continuous service: | \$55 per month |
| After 15 years of continuous service: | \$80 per month |
| After 20 years of continuous service: | \$105 per month |
| After 25 years of continuous service: | \$130 per month |
- B. When calculating service time for longevity pay, a break in service time caused by the City shall not count against the employees.

ARTICLE 27 XXVI CONFLICT & AMENDMENT

- A. This Agreement may not be amended during its term except by mutual agreement.
- B. In the event that, at any time, a court of competent jurisdiction finds any provision of this Agreement to be contrary to the state and federal laws, such provision shall be void and

inoperative to the extent that it violates the law; however, all other provisions of this Agreement shall continue to be in effect. Substitute action, if any, shall be subject to appropriate negotiations, and any negotiated changes, in order to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 28 XXVII**UNIFORMS**

- A. The City janitor, all Parks Department laborers, and all Street Department bargaining unit members shall receive uniforms (shirts and trousers) supplied and laundered by the City. Employees shall wear City provided uniforms at all times while on duty. The City shall provide rain gear for use by employees.
- B. The City shall provide a shoe and glove allowance of ~~seventy-five dollars (\$75)~~ one hundred fifty (\$150) per year to each bargaining unit member holding a classification specified above.

ARTICLE 29 XXVIII**DISCIPLINARY PROCEDURES**

- A. No employee shall be reduced in pay, suspended, or discharged except for just cause.
- B. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner, in accordance with the Employer's policy.
- C. Progressive discipline for related offenses shall take into account the nature of the violation, the employee's record of discipline, and the employee's records of conduct. The order of progression may include oral reprimand, written reprimand, suspension (with copy to the Union), and discharge.
- D. Whenever the Employer determines that an employee will be suspended for disciplinary reasons or terminated, the Employer will hold an informal hearing. The Employer shall notify, in writing, the employee and the Union President of the exact charges against the employee, what form of discipline may be imposed, and the date and time of the hearing.
- E. The employee may be accompanied by a Union steward or officer during the disciplinary hearing. Prior to the time of the hearing, the employee may waive, in writing, the disciplinary hearing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity to respond orally to the charges prior to discipline being imposed or may have the Union representative present her/his response. An employee, who is disciplined, may file a grievance in accordance with the grievance procedure herein. An employee, who is suspended or terminated, may file a grievance at

Step 2 of the grievance procedure and may have a conference with a Union steward or officer for the purposes of completing a grievance form prior to leaving the Employer's premises.

- F. Records of disciplinary action shall have force and effect according to the following schedule and shall be removed from an employee's file, upon her/his written request, provided there has been no intervening disciplinary action taken during the same period:
- | | |
|---------------------------------|-----------|
| Written reprimands: | 18 months |
| Suspension of less than 3 days: | 24 months |
| Suspension of 3 days or more: | 48 months |
- G. After giving reasonable notice to the Employer, an employee may inspect her/his file to ensure that such disciplinary action records are removed within the time limits established in this Agreement. Upon the employee's request, a Union representative of the employee's choosing may accompany the employee.
- H. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

ARTICLE 30 XXIX

DURATION

- A. This Agreement shall become effective as of July 1, 2014, and shall remain in full force and effect through June 30, 2017, unless otherwise modified as provided herein.
- B. 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, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks of receiving notice of intent.

ARTICLE XXX

DEPARTMENT STAFFING

- A. For no reason shall the number of fulltime members (6) Equipment Operator and (1) mechanic in the bargaining unit of the Street Department be reduced because of the addition of a part-time position.
- B. For no reason shall the number of fulltime members (2) Parks Laborers in the bargaining unit of the Parks Department be reduced because of the addition of a part-time position.

ARTICLE XXXI COMMERCIAL DRIVERS LICENSE

A. Each employee covered by this Agreement, who has received a Commercial Drivers License in the following classifications, shall receive an additional amount of hourly pay as follows:

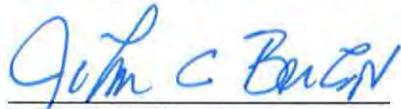
CLASS A \$.25 an hour

CLASS B \$.15 an hour

SIGNATURES

Entered into this 7th day of AUGUST, 2014.

For the City of Salem, Ohio



John C. Berlin, Mayor
Representative



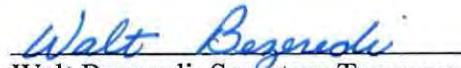
Betty Brothers
Auditor

For Local 2701 and AFSCME Ohio Council 8:

Jaladah Aslam
Representative



Shawn Smith, President
Local 2701, AFSCME



Walt Bezeredi, Secretary Treasurer
Local 2701, AFSCME

Approved by the Council of the City of Salem, Ohio,

APPENDIX A BARGAINING UNIT EMPLOYEES

Street Department:

Laborer

Equipment Operator

Senior Equipment Operator

Mechanic

Traffic & Safety

~~Electrician~~

Electrician/Traffic & Safety Helper

Sr Electrician/Traffic & Safety Helper

Parks Department:

Laborer

Mechanic/Laborer

~~Secretary~~

City Hall:

Income Tax Clerk

Janitor

APPENDIX B WAGE SCHEDULE

| POSITION | CURRENT RATE | 7/1/2014 2.75% | 7/1/2015 2.00% | 7/1/2016 2.00 % |
|--------------------------------------|------------------|-------------------|-------------------|--------------------|
| Streets Laborer | 13.29 | 13.66 | 13.93 | 14.21 |
| After 120 days | 17.68 | 18.17 | 18.53 | 18.90 |
| Equipment Operator | 18.32 | 18.82 | 19.20 | 19.58 |
| Sr. Equipment Operator | 19.73 | 20.27 | 20.68 | 21.09 |
| Street Mechanic | 19.73 | 20.27 | 20.68 | 21.09 |
| After 120 days | 20.27 | 20.83 | 21.25 | 21.68 |
| Traffic & Safety* | 19.73 | 20.27 | 20.68 | 21.09 |
| Electrician | 20.26 | 20.82 | 21.24 | 21.66 |
| Electric/Traffic & Safety Helper | 13.29 | 13.66 | 13.93 | 14.21 |
| After 120 days | 17.69 | 18.18 | 18.54 | 18.91 |
| Sr. Elect/Traffic & Safety Helper | 18.32 | 18.82 | 19.20 | 19.58 |
| Parks Laborer | 15.17 | 15.59 | 15.90 | 16.22 |
| Parks Mechanic/Laborer | 17.82 | 18.31 | 18.68 | 19.05 |
| Parks Secretary | 14.78 | 15.19 | 15.49 | 15.80 |
| Janitor | 16.38 | 16.83 | 17.17 | 17.51 |
| After 120 days | 16.90 | 17.36 | 17.71 | 18.06 |
| Income Tax Clerk | 15.42 | 15.84 | 16.16 | 16.48 |

*Add \$.25/hr for Level 1 Signal Tech and/or Level 1 Signs and Markings Certificate

*Add \$1.00/hr for Senior Equipment Operator who fills in as Foreman when Foreman is unavailable.

HOSPITALIZATION BENEFITS HIGHLIGHTS



*City of Salem
Lumenos Health Savings Accounts Option E1 with Rx Option 9
Effective 08/01/2014*

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

| Covered Benefits | Network | Non-Network |
|--|--|-------------------------------------|
| Deductible The single deductible applies to the Family deductible. Once the single deductible has been satisfied, benefits for that member are payable subject to coinsurance. Once the family deductible has been satisfied, benefits for the family are payable subject to coinsurance. | Single: \$250.00 Family: \$500.00 City of Salem Shared Single: \$2,250.00 Family: \$4,500.00 | Single: \$5,000 Family: \$10,000 |
| Out-of-Pocket Limit | Single: \$3,500 Family: \$7,000 | Single: \$7,000 Family: \$14,000 |
| Physician Home and Office Services Including Office Surgeries, allergy serum, allergy injections and allergy testing | 0% | 30% |
| Preventive Care Services Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening. | No Cost Share | 30% |
| Emergency and Urgent Care Emergency Room Services @Hospital (facility/other covered services) (copayment waived if admitted) Urgent Care Center Services | 0% 0% | 0% 30% |
| Inpatient and Outpatient Professional Services Include but are not limited to: Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams | 0% | 30% |
| Inpatient Facility Services Unlimited days except for: 60 days Network/Non-Network combined for physical medicine / rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 100 days Network/Non-Network combined for skilled nursing facility | 0% | 30% |
| Outpatient Surgery Hospital / Alternative Care Facility Surgery and administration of general anesthesia | 0% | 30% |
| Other Outpatient Services (including but not limited to): Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. Home Care Services (Network/Non-network combined) 100 visits (excludes IV Therapy) Durable Medical Equipment, Orthotics, and Prosthetics Physical Medicine Therapy Day Rehabilitation programs Ambulance Services | 0% 0% | 30% 30% |

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Your Summary of Benefits



City of Salem
Lumenos Health Savings Accounts Option E1 with Rx Option 9
Effective 08/01/2014

| Covered Benefits | Network | Non-Network |
|--|---|----------------------------------|
| Outpatient Therapy Services (Combined Network & Non-Network limits apply) • Physician Home and Office Visits • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Physical therapy: 20 visits • Occupational therapy: 20 visits • Manipulation therapy: 12 visits • Speech therapy: 20 visits • Cardiac Rehabilitation: 36 visits • Pulmonary Rehabilitation: 20 visits • Accidental Dental Coverage \$3000 per accident | 0% 0% | 30% 30% |
| Behavioral Health Services: Mental Health and Substance Abuse (1) • Inpatient Facility Services • Physician Home and Office Visits • Other Outpatient Services @ Hospital/Alternative Care Facility | 0% 0% 0% | 30% 30% 30% |
| Human Organ and Tissue Transplants • Acquisition and transplant procedures, harvest and storage. | 0% | 30% |
| Prescription Drugs: • Network Retail Pharmacies: (30 day supply) Includes diabetic test strip • Home Delivery (90 day supply) Includes diabetic test strip *4th Tier per script max- 30 day supply. Specialty medications are limited to a 30 day supply regardless of whether they are retail or home delivery. -Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits. - Member may be responsible for additional cost when not selecting the available generic drug. | \$10 / \$35 / \$70 / 25% \$200 max* \$10 / \$88 / \$175 / 25% \$200 max* | 50% , min \$70(2) Not Covered |

Notes:

- All medical deductibles and percentage (%) coinsurance apply toward the out-of-pocket maximum including Network Prescription Drug cost share (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply only to all covered medical services listed with a percentage (%) coinsurance and copayment, including prescription drug cost shares.
- Deductible applies to all prescription drug expenses. Once the deductible is met the appropriate copayment/coinsurance applies.
- Network and Non-network deductibles, coinsurance, and out of pocket maximums are separate and do not accumulate towards each other.
- Dependent age: to the end of the month in which the child attains age 26.
- 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment. No cost share means no deductible/copayment/coinsurance up to the maximum allowable amount.
- Benefit period = Calendar Year
- Behavioral Health: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing - limited to 82 visits/Calendar Year and 164 visits/lifetime.
- Additional vision services covered as part of Preventive Services on series 500 plans.
- Network and non-network deductibles are combined for 500 series plans.
- Hospice: Network copayment/coinsurance up to the maximum allowable amount for 500 series plans.

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