



COLLECTIVE BARGAINING AGREEMENT  
CITY OF NEWARK AND AFSCME LOCAL 2963  
July 24, 2014 through July 23, 2017

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**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**CITY OF NEWARK, OHIO  
AND  
AFSCME LOCAL 2963**

**AND**

**OHIO COUNCIL 8, AFL-CIO**

**JULY 24, 2014  
THROUGH  
JULY 23, 2017**

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**ARTICLE 1  
PREAMBLE/PURPOSE**

This Agreement entered into by the City of Newark, Ohio, hereinafter referred to as the "City" or "Employer" and Ohio Council 8, AFSCME, AFL-CIO and Local 2963, AFSCME, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the following:

To achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance;

To provide for the peaceful and equitable adjustment of differences which may arise;

To attract and retain qualified employees by providing those benefits compatible with the financial resources of the City;

To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the condition of their employment, subject to the applicable provisions of State of Ohio Revised Code, State and Federal laws, and the Constitution of the State of Ohio and the United States of America:

To ensure the right of every employee to fair and impartial treatment;

To provide an opportunity for the Union and the Employer to discuss wages, benefits, and conditions of employment;

To provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but of the citizens of Newark, Ohio.

**ARTICLE 2  
RECOGNITION**

**Section 1. Inclusions.** The City agrees to recognize the Union as having jurisdiction over and being the sole and exclusive bargaining agent for employees of the City working in the positions and classifications that are listed in Appendix B. These employees solely constitute the bargaining unit for the purpose of establishing rates of pay, wages, hours, and other conditions of employment.

**Section 2. Exclusions.** Notwithstanding the provisions of this Article, elected officials, management, confidential, supervisory, temporary, Board of Health and seasonal employees shall not be included in the bargaining unit.

**Section 3.** It is recognized that the Employer has the right to allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate, or delete modified classifications or positions from the unit in compliance with applicable law. The City shall meet with the Union for input before implementing any changes.

**Section 4. Change of Duties/New Classifications.** In the event of a change of duties of a position within the bargaining unit resulting in a reclassification of the position or in the event that the City establishes a new position, the City shall determine whether the new or changed position will be included or excluded from the bargaining unit and shall so advise the Union in writing. If the Union disputes the City's determination of the bargaining unit status of the new or changed position, the parties will meet to attempt to resolve their disagreement. If the parties are unable to agree on the bargaining unit status of the position, the issue shall be subject to appeal by the Union and submitted through the grievance procedure. If the parties are unable to reach agreement as to the rate of pay, the matter may be submitted to arbitration. An arbitrator will be selected using the procedure for selection set forth in Article 5, Section 3D. The decision of the arbitrator as to the appropriate rate of pay shall be final and binding on the parties. Each party agrees to pay one-half (1/2) of the expense of the arbitrator.

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**Section 5. Bargaining Unit Work.** Bargaining unit work will not be performed by non-bargaining unit personnel except in an emergency as determined by the appropriate Appointing Authorities or on a temporary basis to provide training as per the training program developed in Labor-Management meetings, fill in for breaks, lunch periods, or unless mutually agreed to by the City and the Union.

Bargaining unit personnel will not perform supervisory duties unless mutually agreed to.

**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 or general managerial policy. The Employer 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 Employer 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, and more particularly, including but not limited to, the following:

- A. To perform all functions of the City as outlined by statute, or ordinance;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for 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 the Agreement;
- E. To determine the size and composition of the work force and the City's organizational structure, including the right to lay off employees from duty due to lack of work or austerity programs;
- F. To determine the hours of work, 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;
- L. To set standards of service to be offered to the public according to state law or state regulations; and
- M. To train and retrain employees so that they may efficiently perform their jobs.

**Section 2.** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of the Agreement are, and shall remain, exclusively those of the Employer.

**ARTICLE 4  
EQUAL EMPLOYMENT OPPORTUNITY POLICY**

**Section 1.** The employment process shall be free from either conscious or inadvertent bias because of sexual orientation, race, religion, national origin, gender, age, disability, or handicap.

**Section 2.** Specific steps shall be taken by the City to provide full employment opportunities whenever possible and to encourage broad participation of the minority members of our community in the City's employment process.

**Section 3.** Sexual harassment shall be considered discrimination under this Article. Sexual harassment is defined by state and federal laws, and includes any unwanted sexual attention. Such discrimination shall be governed by applicable local, state, and federal laws. Any form of workplace harassment will not be tolerated and subject to disciplinary action.

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**Section 4.** All reference to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 5.** The Union recognizes that the City must comply with the requirements of the Americans with Disabilities Act. When an employee with a disability, as defined in the ADA, asks the City for a reasonable accommodation under the ADA, the employee has a right to have union representation, if he or she so chooses. The City will notify the Union in advance of any reasonable accommodation it proposes to make. The notice shall include information about the nature of the disability and the accommodation. If the Union wants to discuss the proposed accommodation, it will give the City a written request for a meeting to discuss the matter within five (5) working days of receipt of the City's notice. This meeting must be held before any accommodation is made. The Union agrees that it will cooperate with the City in developing a mutually agreeable reasonable accommodation for disabled employees which has the least impact upon the contract rights of other bargaining unit employees under the terms of this agreement but which satisfies the City's obligations under the law.

**ARTICLE 5  
GRIEVANCE PROCEDURES**

**Section 1.** **Grievance Defined.** The term "grievance" shall mean an allegation by a bargaining unit employee, the Union or the Employer 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.

**Section 2.** **General Provisions.** All grievances must be processed timely at the proper step in the progression in order to be considered at a subsequent step.

**Group Grievance/Class Action Grievance.** A group of employees may file and process a grievance, with the Appointing Authority. In the event a group grievance is filed, the grievance must identify the employees of the group by way of each individual's signature. In addition to group grievances, the Union may file class action grievances on behalf of members of the bargaining unit. Class action grievances will be filed at Step 3 and with The Director of Human Resources.

**Withdrawal of a Grievance.** Any employee or the Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

**General Time Limit Requirements.** Any grievance not answered by management with respect to the employee or Union within the stipulated time limit shall be forfeited by management. All time limits on grievances may be waived upon the mutual consent of both parties for just cause and the extension request is not for an unreasonable time limit. The parties may mutually agree to waive any of the steps in the grievance procedure.

**Waiver of Union Representation.** Employees may present grievances and have them adjusted, without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the collective bargaining Agreement. Bargaining representatives shall have the opportunity to be present at any adjustment. The Union will provide a standard Waiver Form to be signed by any bargaining unit employee.

**Working Days Defined.** For the purpose of this Article, "working days" will exclude vacations, sick leave, compensatory time off, holiday, military leave, injury leave, maternity leave, and time off with pay. In the event that any grievance time line (Section 3) is put on hold due to the exclusions listed in this paragraph, the Union may contact the grievant to ask if they would like a Union representative to move the grievance forward on their behalf. If the grievant agrees to allow such representation, they must sign an authorization form developed by the Union. The grievance time will begin to move once more on the day after the signed form is presented to the City by the Union. This procedure is completely voluntary and optional for both the Union and the grievant. A failure to use this procedure shall not affect the exclusions listed above regarding "working days."

**Grievance Form Requirements.** The written grievance shall contain the following information:

1. A statement of the grievance, the facts upon which it is based and the persons involved;

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2. The alleged violation (contract article(s));
3. The remedy or adjustments sought, and;
4. The signature of the aggrieved Employee and/or Union Representative if applicable.

**Written Response Form Requirements.** The written response in all steps, shall contain the following information:

1. An affirmation or denial of the facts upon which the grievance was based;
2. The remedy or adjustment, if any, to be made, and;
3. The signature of the appropriate Management Representative.

**Section 3. Grievance Procedure.** The following steps shall be followed in the processing of a grievance in order for a grievance to receive consideration under this procedure.

- A. **Step 1 - Informal.** The grievant or Union must discuss the grievance with his/her immediate supervisor within five (5) working days following the occurrence of the event giving rise to the grievance. The objective of this discussion is to resolve the grievance informally. At this discussion, the employee may, at his/her request, be accompanied by a Union Representative.
- B. **Step 2 - Division Head.** If the matter is not resolved to the satisfaction of the grievant or Union within five (5) working days after the informal discussion at Step 1, a written grievance must be submitted to the Division Head, with a copy submitted to the Human Resources Department by the employee or his/her Union representative.

Upon receipt of a written grievance, the Division Head shall hold a Step 2 meeting with the grievant and his/her Union Representative within five (5) working days of receipt of the grievance.

Within five (5) working days of the Step 2 meeting, the Division Head shall communicate to the parties his/her written decision, including supporting reasons.

- C. **Step 3 – Director.** Should the grievant or Union not be satisfied with the response to the grievance at Step 2 of this procedure, the grievant or Union may, within five (5) working days of receipt of the Step 2 written decision, file a written notice with the office of the Director of the Department involved (i.e., Safety, Service, Auditor, Treasurer), that the grievance is being appealed to the Director. A copy of this appeal will be submitted to the Human Resources Department. The Director or designee shall conduct a hearing within ten (10) working days of the receipt of the appeal. The Director shall reply to the grievance, in writing, within ten (10) working days after the completion of the hearing. The employee or Union may have up to three (3) representatives at the Step 3 hearing. Additional witnesses may be called, by mutual agreement of the parties, to give statements in an attempt to resolve the matter. The Director's designee shall be one who had not previously responded to the hearing in question.
- D. **Step 4 – Arbitration.** Should the union not be satisfied with the Step 3 response, the Union may appeal the grievance to arbitration by giving the Human Resources Department written notice within ten (10) days of the Step 3 response.

The parties may by mutual agreement utilize the services of a mediator from FMCS. The process shall be non binding and nothing that takes place in mediation may be brought into arbitration process. If the parties agree to mediation, the grievance timelines will be suspended until such time as either party gives notice to the other that they wish to proceed through the arbitration step.

The arbitrator may be chosen by mutual agreement of the parties within twenty (20) days of the Step 4 appeal, or shall be chosen from a panel of seven (7) arbitrators to be selected by the FMCS within twenty (20) days of the Step 4 appeal.

The City and the Union shall strike arbitrators within thirty (30) days of receipt of the strike list from FMCS. The City shall strike one name from the list. The Union shall strike one name from the remaining names. The parties shall alternate the first strike from the list. Such alternate striking shall continue until only one name

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remains. The name remaining after the others have been so removed shall be the arbitrator. The hearing shall be held as soon as possible, subject to the selection of a date, time, and place acceptable to the arbitrator, the City and the Union. The decision of the arbitrator shall be final and binding on all parties.

Arbitration shall be limited to the settlement of specific claims arising out of the interpretation and application of the specific terms and provisions of the Agreement between the parties.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement.

It is agreed that wages may be subject to arbitration.

The parties' agreement that the authority of the arbitrator to decide a grievance (arbitrative) may be submitted to the arbitrator. Each party agrees to pay one-half (1/2) of the expense of the arbitrator.

Upon mutual agreement, the parties may agree to extend time limits under this Article and try to resolve the matter through a mediation process.

**ARTICLE 6  
DISCIPLINARY ACTION**

**Section 1. Procedure for Disciplinary Action.** Disciplinary action shall be for just cause only and may include: (a) verbal warning; (b) written warning; (c) suspension without pay; (d) demotion; or (e) discharge from employment. The Employer agrees that progressive corrective action will be followed with respect to minor offenses. The City, however, reserves the right to apply more severe discipline to employees committing major infractions. Major infractions include actions, which endanger the health or safety of employees, elected officials, or other persons seeking the services of the City. Major infractions also include actions, which, may cause physical danger to property of the City of Newark, Ohio, employees or other persons seeking the services of the City, and actions of gross insubordination or intentional gross misconduct. [Employees shall have the right to grieve verbal and written warnings up to Step 3 of the Grievance Procedure.] The employer shall provide the Union president with copies of all written disciplinary actions as they occur.

**Section 2. Reasons/Causes for Discipline.** Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action.

**Section 3. Reprimand of Employees.** The City agrees that no employee will be counseled or reprimanded in the presence of other employees or persons seeking the services of the City. Reprimand or discipline of any employee shall take place in the presence of the supervisor making the allegations leading to the reprimand. Formal charges shall be made in writing to the employee by the supervisor involved prior to making a recommendation of discharge or dismissal to the City.

**Section 4. Appeal of Disciplinary Matters.** Any disciplinary action taken against the employee shall be aggrieved only through this grievance procedure.

Appeals from either discharge, suspension, or demotion must be submitted to the Employer in the form of a grievance within five (5) working days of the date of notification of discipline. Appeals of discharge, suspension or demotion are to be made directly to Step 3 of the grievance procedure.

**Section 5. Personnel Records.** Any documentation of warning or reprimand shall cease to have any force or effect on the employee's personnel file 18 months subsequent to the date of such document providing there is no intervening disciplinary action of the same or similar nature during this 18 month period. Any documentation of suspension or demotion shall cease to have any force or effect on the employee's personnel file 18 months subsequent to the date of such document providing there is no intervening disciplinary action of the same or similar nature during this 18 month period. Once disciplinary documents cease to have force or effect, they will not be used in any future disciplinary action. There shall be one official personnel file, which shall be maintained in the office of the City's Director of Human Resources.

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**Section 6. Pre-Disciplinary Review.** Whenever the Employer and/or designee determines that there may be just cause for an employee to be suspended, demoted, or discharged, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The employee and a Union officer shall be provided a written notice of the disciplinary charges, including a summary description of the evidence supporting the charges, to be brought against the employee at least seventy-two (72) hours (three working day) in advance of the pre-disciplinary conference. The pre-disciplinary conference must be held within ten (10) working days of the Appointing Authority acquiring the knowledge of the alleged violation. An employee may be suspended from the active performance of regular duties without loss of pay until the pre-disciplinary conference is held on these allegations. The employee may be accompanied by Union Representatives, if he/she desires.

**Section 7. Exceptions/Extensions to time Deadlines.** The time constraint provisions of this Article shall not be applicable when action of a criminal or conspiracy nature warrants extensive investigation or upon mutual consent of the parties.

**ARTICLE 7  
PERFORMANCE EVALUATIONS**

**Section 1. Policy of Performance Evaluations.** The City recognizes the value of evaluation of employees for the following reasons:

- A. Improving the quality of service within City employment;
- B. Improving the competency of employees;
- C. To provide an orderly and uniform employment arrangement between the employees and administrative staff of the City; and
- D. To provide re-employment information to facilitate equitable and objective decisions on employment matters.

**Section 2. Evaluation of Employees.** In keeping with the City's recognition of the value of evaluation, it shall be the duty of each supervisor to properly evaluate, at least annually, each employee under his/her authority. Such evaluation shall include a written evaluation form developed by the City with input from the Union. At the conclusion of the administrator's or supervisor's observation and evaluation, a conference shall be held with each employee to discuss matters arising from said evaluation. A full written record of such evaluation shall be maintained by the City Human Resources Department.

**Section 3. Employee's Signature on Performance Evaluations.** Each employee shall be required to sign his/her evaluation form as evidence that he/she has been given the opportunity to review his/her evaluation. The employee shall be given space on the evaluation form for written comments concerning the evaluation. The employee's signature shall not serve as an indication that the employee is in agreement with his/her evaluation. Such a statement shall be contained on the form immediately above the space for the employee's signature.

**Section 4. Appeal of Performance Evaluation.** Employees disagreeing with their performance evaluation shall have the right to appeal their evaluation to the department director or his/her designee. If the employee disagrees with the department director's, or his/her designee's decision, the employee may place a statement rebutting the decision in his/her official personnel file in the Human Resources Department.

**ARTICLE 8  
VACATIONS**

**Section 1. Schedule of Vacation Leave.** After one (1) year of employment with the City of Newark, each full-time City employee whose established work week is forty (40) hours shall have earned eighty (80) hours of vacation due upon attainment of the anniversary of the first year of employment, and thereafter, each employee shall accumulate vacation hours each two (2) week pay period based on the following scale:

<b><u>Years of Service</u></b>	<b><u>Per Pay Period</u></b>	<b><u>Year Amount</u></b>
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Beginning the 2nd year through end of the 5 <sup>th</sup> year	3.1 hours	80 hours
Beginning of 6 <sup>th</sup> year through end of the 12 <sup>th</sup> year	4.6 hours	120 hours
Beginning of 13 <sup>th</sup> year through end of the 18 <sup>th</sup> year	6.2 hours	160 hours
Beginning the 19 <sup>th</sup> year through end of the 25 <sup>th</sup> year	7.7 hours	200 hours
Beginning the 26 <sup>th</sup> year and beyond	9.2 hours	240 hours

After one (1) year of employment with the City of Newark, each part-time City employee shall have earned and will be due upon attainment of the anniversary of the first year of employment, and annually thereafter, vacation leave on a pro-rated basis based upon their hours in active pay status.

**Section 2. Scheduling of Vacations.** No vacation leave shall be carried over under any circumstances for more than three (3) years.

Except for the use for funeral leave purposes, employees must give at least twenty four (24) hours advance notice of request to use vacation leave. Vacation schedules are to be determined by the department head taking seniority into consideration as defined in Article 46, Section 5. The supervisor or his/her designee must respond by either approving or denying the vacation by the end of the shift in which they received the request from the employee.

Due consideration for individual employee convenience and seniority will be given, but the needs of the City in scheduling workloads will be the controlling factor.

Vacation time may be taken in one-quarter (1/4) hour increments.

**Section-3. Payment at Separation.** Upon termination or separation from employment, any regular full-time employee is entitled to compensation at his/her current rate of pay for any accrued and outstanding vacation leave still due him/her.

**Section 4. Minimum Service.** No employee may take vacation leave or be compensated therefore under the terms of this Agreement, until the employee has completed one (1) year of service with the City of Newark. A person employed, other than as an elected official, by the City of Newark, earning vacation credits currently, is entitled to have his/her prior full-time paid service with the state or any political subdivisions thereof counted as service with the City, for the purpose of computing the amount of his/her vacation leave. The anniversary date of his/her employment for the purpose of computing the amount of his/her vacation leave is the anniversary date of such prior service.

**Section 5. Payment of Vacation Leave at Death.** In the case of death of a City employee, the accrued and unused vacation leave to which the employee would be entitled, should he have terminated his employment with the City as of the date of his death, shall be paid forthwith to the employee's estate in accordance with the appropriate probate laws.

**Section 6. Holidays During Vacation.** No charge shall be made against an employee's accumulated vacation leave for lawful holidays.

**Section 7. Sickness During Vacation.** If an employee is on an approved vacation and a sickness occurs which results in a doctor visit and a doctor's slip is obtained, that includes a return to work date and duration of incapacitation, the employee may substitute sick leave for approved vacation time.

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**ARTICLE 9  
DISCRETIONARY LEAVE**

**Section 1.** Up to the equivalent of two shifts of vacation or compensatory leave may be used without notice (see Article 8, Section 2 and Article 26, Section 6), however a given employee may use such discretionary leave no more than three (3) times per calendar year. Employees who are not at work must provide notice of their intent to use such Discretionary Leave according to the existing sick-leave call off procedure. If such Discretionary Leave is needed while an employee is at work, they must notify their supervisor, or designee, before leaving the work site. The employee must have approval to leave the worksite. No request for such leave shall be unreasonably denied.

**Section 2.** In the event of inclement weather or a lack of work, the supervisor may at his/her discretion allow employees to leave work utilizing vacation or compensation time. The use of vacation or compensation time under this language will not be counted as Discretionary Leave as defined in Section 1 of this Article.

**ARTICLE 10  
HOLIDAYS**

**Section 1.** **Holidays Observed.** All bargaining unit employees shall be paid their regular daily rate for the holidays declared in the following schedule and shall not be required to work on such holidays, unless, in the opinion of the employee's responsible administrative authority, failure to work on any of such holidays would impair the public service.

**SCHEDULE OF HOLIDAYS**

- |                                |                         |
|--------------------------------|-------------------------|
| 1. January 1                   | New Year's Day          |
| 2. Third Monday in January     | Martin Luther King Day  |
| 3. Third Monday in February    | President's Day         |
| 4. Last Monday in May          | Memorial Day            |
| 5. July 4                      | Independence Day        |
| 6. First Monday in September   | Labor Day               |
| 7. November 11                 | Veterans Day            |
| 8. Fourth Thursday in November | Thanksgiving Day        |
| 9. Fourth Friday in November   | Day after Thanksgiving  |
| 10. December 24                | Christmas Eve Day       |
| 11. December 25                | Christmas Day           |
| 12. 13 and 14                  | Three Floating Holidays |

Each holiday shall be considered to run from 12:01 a.m. through 11:59 p.m. of the day in question. In addition to the holidays listed herein, City employees shall observe as regular holidays any other day appointed and recommended by the General Assembly of the State of Ohio, the Governor of the State of Ohio, or the President of the United States and approved by or designated by the Mayor.

**Section 2.** **Rescheduling Holidays.** In the event that any of the holidays declared in such schedule falls on a Sunday, the Monday immediately succeeding shall be observed as the holiday. In the event any of such holidays falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.

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**Section 3. Holidays During Vacation.** In the event any of such holidays occurs during an employee's authorized vacation period, the holiday shall neither be considered a day of vacation nor subtracted from the employee's accrued vacation account.

**Section 4. Compensation on Holidays.** All bargaining unit employees shall be compensated for work performed on a holiday in the following manner:

- A. If an employee is required to work on any of the holidays listed in Section 1, he/she shall be entitled to pay for such time worked at one and one-half (1 1/2) times his/her regular base rate of pay, plus he/she shall receive, based on normal assigned shift hours, holiday pay at his/her regular base rate of pay.
- B. In the event an employee is on an unpaid leave of absence or in a non-pay status the day before or the day after a holiday, he/she shall not be entitled to holiday pay for the holiday in question.

**Section 5. Holidays on Employees Day Off.** If any employee's work schedule is other than Monday through Friday, he/she shall be entitled to holiday pay for holidays observed on his/her day off, regardless of the day of the week on which they are observed. At no time shall any employee receive more than their normal scheduled work hours of regular holiday pay.

**Section 6. Floating Holidays.** As provided in Section 1 of this Article, full-time bargaining unit employees shall be entitled to three (3) days per calendar year as a floating holiday. These floating holidays shall consist of any three days of the year selected by the individual employee and approved by the employee's immediate supervisor on the employee's next workday, following the forty-eight (48) hour advance request. Floating holidays must be taken in full day increments.

Part-time bargaining unit employees shall be paid their regular hourly rate of pay for four (4) hours for all holidays declared in Section 1 of this Article, and shall not be required to work on such holidays, unless, in the opinion of the employee's responsible administrative authority, failure to work on any of such holidays would impair the public service. If a part-time employee is required to work on any of the holidays listed in Section 1, he shall be entitled to pay for such time worked at one and one-half (1 1/2) times his regular base rate of pay, plus he shall receive four (4) hours of holiday pay at his regular base rate of pay.

**Section 7. 24-Hour Operation.** Bargaining unit employees who are assigned to work in departments of the City that operate 24 hours a day, 12 months a year, shall be paid holiday pay for the day on which the holiday actually falls.

**ARTICLE 11  
SICK LEAVE**

**Section 1. Crediting of Sick Leave.** Sick leave credit shall be earned by each bargaining unit employee whose salary or wage is paid in full or in part by the City, at a rate of 4.6 hours for each eighty (80) hours of service in active pay status, but not during any unpaid absence or layoff. Unused sick leave shall accumulate without limit.

Sick leave credit shall be earned by each part-time employee at a rate of .0575 hours for each hour of service in active pay status, but not during any unpaid absence or layoff. Unused sick leave shall accumulate without limit.

**Section 2. Retention of Sick Leave.** The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his/her reemployment in the public service provided such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

**Section 3. Expiration of Sick Leave.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted an unpaid disability leave or a personal leave in accordance with Article 15.

**Section 4. Charging of Sick Leave.** Sick leave shall be charged in minimum units of one-quarter (1/4) hours. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

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**Section 5. Uses of Sick Leave.**

- A. Sick Leave shall be granted to an employee upon approval of the responsible administrative officer of the employing unit for the following reasons:
1. Illness or injury of the employee or a member of his/her immediate family.
  2. Death of a relative other than a member of the immediate family.
  3. Medical, dental or optical examination or treatment of employee or a member of his/her immediate family, which requires the assistance of the employee, and which cannot be scheduled during non-working hours.
  4. If a member of the employee's immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others.
  5. Pregnancy and/or childbirth and other conditions related thereto.
- B. "Immediate Family" means an employee's spouse, parents, step-parents, parents-in-law, legal guardian, children, stepchildren, foster children or other relatives who qualify as dependents under the Internal Revenue Code who are living in the same household.

**Section 6. Abuse of Sick Leave.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid for sick leave used. Application for sick leave with intent to defraud will result in dismissal and refund of sick leave paid. Patterned or excessive use of sick leave may result in discipline. If the employer has cause to suspect sick leave abuse, the employer may require an employee to furnish a standard written, signed statement to justify the use of sick leave, or may require a certificate from a licensed physician to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action including dismissal.

**Section 7. Notification by Employee.** When an employee is unable to report to work due to illness, he/she shall notify his/her department head or other designated person, that they are ill no sooner than eight (8) hours before the beginning of the shift, and not later than fifteen (15) minutes before the shift begins on each day of absence. Employees in twenty-four (24) hour operations may report off work no sooner than eight (8) hours before the beginning of the shift, and no later than one (1) hour before the start of their shift to allow the City to obtain replacements. Failure to so inform the department head or his/her designated representative on each occasion, or at agreed intervals in the case of extended illness, may result in a loss of that day's pay. Continued abuse of this Section will give cause for dismissal from service with the City.

**Section 8. Physician Statement.** If medical attention is required, and the employee goes to the doctor, the employee shall be required to furnish a statement from a licensed physician notifying the appropriate administrative officer that the employee was unable to perform his/her duties. Where sick leave is requested to care for a member of the employee's immediate family, the appropriate administrative officer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. A statement given under this Section shall not be construed to constitute a waiver of the patient/physician privilege.

**Section 9. Physician Examination.** The appropriate administrative authority may require an employee take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the City.

**Section 10. Sick Leave to Attend a Funeral.** Time off for bereavement or to attend the funeral of a relative other than a member of the immediate family may be granted, but not to exceed the normal time for a funeral and burial within the City; otherwise, the employee must use accrued comp time or accrued vacation time, or, in the event there is no accrued comp time or accrued vacation time, then time off may be granted without pay.

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**Section 11. Sick Leave Prior to Retirement.** Sick leave shall not be taken by any employee of any department immediately preceding pension or disability retirement, unless such sick leave is unanimously approved by the Board of Control and Director of Human Resources, has having resulted from disability incurred in the line of duty.

**Section 12. Administration of Sick Leave.** The provisions of this Section shall be uniformly administered throughout the City, and it shall be the responsibility of the Office of the Director of Human Resources to implement this Section to accomplish such purpose.

**Section 13. Conversion of Unused Sick Leave.** Those employees covered under the Agreement who are eligible or who become eligible to retire shall be entitled to convert accrued, but unused, sick leave to a cash payment on the following basis:

- A. Bargaining unit employees may receive, after completion of ten (10) years of continuous service with the City, a cash payment in the amount of one (1) hour's pay for each three (3) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed \$8,000.00:
- B. Bargaining unit employees who elect to retire after twenty-five (25) years of credit in the retirement system or who qualify for a disability retirement, may convert unused sick leave to a cash payment on the basis of one (1) hour's pay for every two (2) hours of accrued, but unused sick leave. The maximum payment under this provision shall not exceed \$12,000.00:
- C. Payment under this Section shall be based on the employee's rate of pay at the time of retirement upon confirmation from the Public Employees Retirement System that the employee is eligible for retirement.

**Section 14. Sick Leave Conversion.** Employees who have accumulated three hundred (300) hours of sick leave or more may elect to convert forty-eight (48) hours of sick leave into vacation or pay at their regular hourly rate of pay. Said election shall be made by the employee on or before November 1 of each year and will be paid out in the first pay check in December of each year. Once sick time has been converted to vacation hours it shall not be converted back to sick time. Any newly hired part-time employee who has accumulated two hundred forty (240) hours of sick leave or more may elect to convert twenty-four (24) hours of sick leave into twelve (12) hours of vacation or pay at their regular hourly rate of pay. Said election shall be made by the employee on or before November 15 of each year. Once sick time has been converted to vacation hours it shall not be converted back to sick time. This provision does not apply to full-time employees who elect to take a part-time position with the City. Full-time employees that become part-time employees may convert their accumulated sick leave under the provisions set forth in the first paragraph of this section.

**ARTICLE 12  
INJURY LEAVE**

**Section 1.** Any employee who is injured while on duty or has contracted a disease while on duty will be entitled to receive his/her regular rate of pay for 1040 hours for each injury or disease contracted while on duty. To be eligible the employee does not have to be off the 1040 hours from the date of his/her injury.

The City's decision to grant or deny injury leave will be made within ten (10) calendar days from the date the completed injury leave request form is submitted by the employee to the Human Resources Department unless the parties do not have sufficient information to render a decision or the parties agree in writing to an extension.

If injury leave is granted then the employee will be placed on injury leave for the time specified by the attending physician in which the employee is unable to perform his/her work duties. If an employee is not granted injury leave or if sufficient information does not exist to warrant a determination, the employee may utilize approved sick leave, vacation leave, or compensatory time. If injury leave is initially denied and later approved, and an employee has utilized sick or other leaves the employee shall have the leave balances restored. If an employee denied injury leave has applied for and been, granted/approved for workers' compensation temporary total disability benefits based upon the injury then the employee shall have his/her leave balances re-credited.

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**Section 2.** To be placed on injury leave and receive the benefits set forth in the Article, an employee has the burden of proving that any disease or injury suffered by him/her was incurred in the course of or arising out of his/her employment with the City. Employees must report any injury to his/her immediate supervisor immediately upon the occurrence of the injury (or, if physically unable to do so, as soon as the employee is capable). The employee must file a claim with the Bureau of workers' Compensation (BWC) and said claim must be certified by the BWC. If injury leave is initially granted by the City and at a later time the BWC denies certification of the claim, the injury leave will then be disallowed and all injury leave wages paid during the period of injury leave will be deducted from the employee's sick leave, vacation leave or compensatory leave balances.

**Section 3.** Injury leave shall be denied the employee where he/she has either failed to prove his/her disease or injury is occupationally connected or was incurred in the course and arising out of his/her employment with the City, has failed to immediately report such injury to his/her immediate supervisor, or his/her claim has been denied by the BWC as not being work related.

**Section 4.** An employee shall be entitled to credit for service time accumulated during injury leave in determining eligibility for salary step advancement and other benefits where tenure is a factor.

**Section 5.** Any employee otherwise qualified for injury leave or sick leave based on the physician's determination to be capable of performing modified or restricted duties at any time after an injury may be assigned to perform such duties in lieu of being placed on injury leave or Workers' Compensation. An employee who objects to such assignment shall have the right to an examination by a physician appointed and paid for by the Employer, and that physician's determination of the employee's capacity to perform such modified or restricted duties shall be final as to the employee's eligibility for injury leave. Modified duty assignments may be made within the division/department. Any employee released by the attending physician to modified duty will be placed on injury leave if the Department Head determines modified duty within the Department is unavailable.

**Section 6.** While on injury leave, each employee may be required to furnish monthly a medical report form to the Director of the Department of Human Resources regarding the status of said employee's injury.

**Section 7.** In those circumstances where an employee is absent for more 1040 hours, the employee may receive payment from the Bureau of Workers' Compensation in accordance with the applicable rules and regulations. Under this provision, the employee will continue to accrue sick leave, vacation time and tenure for a maximum period of one year subsequent to the injury at a rate of 2/3 the regular rate.

**Section 8.** Any employee who has returned to work in a light duty or restricted duty status before the usage of 1040 hours injury leave time may mark-off due to complications of an old injury on injury leave. Any employee, who has returned to work to full duty status and has not used the 1040 hours injury leave, may mark off for future medical treatment on the old injury. Leave under this Article shall not extend more than three (3) years from the date of the injury or contracting the disease.

**ARTICLE 13  
BEREAVEMENT LEAVE**

The Division Head will grant three (3) working days of paid leave for attending the funeral of an employee's spouse, parents, step-parents, parents-in-law, legal guardian, grandparents, children, brother, sister, step-children, foster children or any relatives living in the same household.

The Division Head will grant two (2) working days of paid leave for attending the funeral of any employee's, grandparents-in-law, grandchildren, half-brother, half-sister, brother-in-law, sister-in-law, daughter-in-law and son-in-law.

The Division Head will grant four (4) hours of paid leave for attending the funeral of the employee's aunt or uncle.

The Employee must notify the Division Head in advance of the leave and identify the relationship of the deceased. Bereavement leave does not have to be taken in consecutive days.

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Bereavement leave in excess of the above stated days shall be approved in advance by the Division Head, in writing, and shall be charged to the employee's accrued sick leave, overtime, compensatory time, vacation or counted as leave without pay.

Employees will have from the day of death to five (5) working days after the funeral to utilize Bereavement Leave. In the case of a funeral or memorial service being held after the period, the employee may request in writing, to the immediate supervisor, for use of the appropriate amount of leave when the date is known.

**ARTICLE 14  
RELIGIOUS LEAVE**

Bargaining unit employees may be granted leave without pay to attend religious observances so long as the request is granted by the employee's Appointing Authority. Religious observances are defined as those special observances (not to include the ordinary weekly observances) which morally require an employee's attendance at his church, synagogue, or other place of worship. Religious observance leave shall be limited to the actual hours necessary to attend the observance.

**ARTICLE 15  
UNPAID LEAVES OF ABSENCE**

Unpaid personal leave of absence may be granted by the Appointing Authority upon written application by the employee. Said unpaid personal leave shall not exceed one (1) year. It is the employee's responsibility to keep the employer updated as to their current status.

Unpaid disability leave of absence may be granted by the Director of Human Resources upon written application by the employee. Said unpaid disability leave shall not exceed one (1) year.

Upon return from an unpaid disability or unpaid personal leave, the employee shall be placed in the same or similar position held prior to such leave.

**ARTICLE 16  
FAMILY AND MEDICAL LEAVE**

An employee, subject to the eligibility requirements of the Family and Medical Leave Act, shall be granted in addition to all other leaves provided for under the terms of this agreement, or placed on up to twelve (12) weeks of leave of absence per year for one or more of the following reasons:

1. The birth of a son or daughter to the employee and in order to take care of such son or daughter.
2. The placement of a son or daughter with the employee for adoption or foster care.
3. To care for a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform the functions of his/her position.

The City shall comply with all Federal laws in regard to the Family and Medical Leave Act (FMLA). Employees may elect, in accordance with the FMLA, to substitute all or part of any accrued paid leave time such as sick leave or vacation for all or part of the twelve (12) weeks.

The provision of this Article shall be uniformly administered throughout the City and it shall be the responsibility of the Office of the Director of Human Resources to implement this Article to accomplish such purpose.

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**ARTICLE 17  
JURY DUTY**

Each employee(s) who is called to and reports for jury duty shall be excused from any regularly scheduled workdays for municipal, county, state, or federal jury service.

Each employee so excused shall be compensated at his/her regular hourly rate less his/her jury pay for days the employee otherwise would have been scheduled to work for the City of Newark and does not work.

If jury service is for a period of time less than such employee's regularly scheduled work day, he/she shall only be excused for that portion of the day required for such service, plus reasonable time for travel and changing clothes.

Each employee(s) shall only be entitled to the benefits herein if he/she gives five (5) days prior notice of such jury call and presents proper evidence of the jury duty performed to the responsible administrative officer of the employing unit.

Employees scheduled to work 2nd and 3rd shift in departments operating on a 24 hour basis who have been selected and serves as a juror for four (4) hours or more and they are scheduled to work the following day, he or she may request and will receive the following shift off.

**ARTICLE 18  
TARDINESS POLICY**

**Section 1. Time Sheets.** Time missed due to tardiness, that is not covered by any form of paid leave, will be designated as "late" on the time sheets.

**Section 2. No call time limit.** In the event that an employee fails to call in to report tardiness, or expects to not be available, before two hours after the start of the scheduled shift, the supervisor shall have the discretion to replace the employee for that shift.

**Section 3. Emergency Situation.** In the event that a legitimate emergency, or other circumstances beyond the employee's control, prevents an employee from getting to work on time, the employee shall be permitted to use any available paid leave they have to cover any lost time. Sick leave may be used only in the event of a legitimate illness or injury as per Article 11.

**Section 4. Tardiness Abuse.** Patterned or excessive tardiness may result in discipline.

**ARTICLE 19  
HEALTH INSURANCE**

**Section 1.** The Employer shall provide group medical insurance coverage for each employee and dependents in accordance with the schedule of benefits attached or one mutually agreed to by a majority of members of the Health Care Committee (HCC), which shall be comprised ~~on~~ of one member from each City bargaining unit and two members appointed by the City Administration. Approval being subject to ratification by each bargaining unit participating in the committee, in order to limit the increase in health care premium costs for the City to 7% or less from one year to the next. (e.g. the 2015 premium to be paid by the City is 7% or less than the 2014 level and the 2016 level increase to be paid by the City is 7% or less than the 2015 level). If the City's premium for health care coverage is projected to exceed 7% from one year to the next, the HCC shall make recommendations to maintain a 7% or less increase in the premium. If this does not occur (or if one of the bargaining units fails to approve a change that limits the City's premium costs to 7%), Section 2 below shall become effective the first year the HCC is unable to maintain a 7% cap on the increase in health care costs to the City from one year to the next.

**Section 2.** The Employer, Union and employees acknowledge the importance of and must engage in mutual efforts to control the cost of health insurance care. As premium rates increase over the course of this Agreement, the parties agree to meet and discuss the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to alternate insurance coverage or alternate means of providing coverage. During the period of the Agreement the HCC shall meet regularly in order to monitor and control health care costs. However should the premium cost for health insurance for the City

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from year to year be projected to ~~except-exceed~~ 7% and the HCC fails to act or said modifications in the plan are not ratified by one of the bargaining units to lower ~~costs~~ premium costs to a level ~~or of~~ 7% or less, the following sections shall be become effective:

- A. The City may implement plan design modifications to the City plan which measures may be made to maintain, reduce, or limit increases in premiums and/or costs providing coverage. The City agrees to provide the Union the opportunity to review and respond to the City's modifications to the City plan and the Union agrees to provide alternatives measures to maintain, reduce or limit increases in premiums and/or costs of providing coverage. Among the measures the City may implement and the parties may discuss will be wellness programs, screening programs, tobacco use programs and well as other measures either the City or Union may identify in discussions regarding the City's plan for health insurance coverage.

The Union understands and agrees that any increase in the premium rates for health, medical, and related insurance premiums shall be a factor considered in the total economic proposals for successive negotiations. Any rate increases which may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

It is further agreed and understood that during the term of the Agreement that individual carriers/providers may, through no fault of the City, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier with the appropriate premium rates subject to the premium rate applied herein or to waive coverage and receive an appropriate pro-rata amount of the waiver of coverage payment.

The parties agree and understand that the health care coverage is subject to the Affordable Care Act (ACA). Should any provision of the City's plan conflict with the ACA, or other applicable laws or regulations, those provisions of the City plan will be immediately suspended and if a resolution cannot be determined and implemented within 60 days of the suspension such provisions of the City plan will no longer be in effect. In this event the City agrees, if the Union requests, to discuss the impact of those provisions of the City plan determined to be in conflict with the ACA or other laws or regulations. The Union agrees that it will present alternative measures with cost impact a consideration.

Section 3. Contributions. The parties agree that contributions to the monthly premiums for health insurance provided by the Article will be paid as follows:

City share	88%
Employee share (contribution pretax)	12%

The employee's premium contribution (individual, double or family) will be deducted bi-weekly in equal increments.

Section 4. Waiver of Coverage. An employee who provides satisfactory proof of medical coverage under another group employer sponsored insurance plan may waive medical coverage. An employee who waives coverage will receive up to the following maximum:

waiver of medical insurance	\$3,000
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Payments will be made in December of the calendar year coverage is waived. Payments for new hires, termination's, etc., will be pro-rated. City employees married to one another are not eligible for the waiver stipend if both employees remain on the City sponsored health plan.

Section 5. Health Maintenance Organization. A health maintenance organization will be offered to all employees.

Section 6. Health and Welfare Plan. The Employer agrees to contribute to Ohio AFSCME Health and Welfare Fund for the purpose of providing various benefits to eligible bargaining unit employees in accordance with the rules and regulations of the fund and applicable federal and state laws. The City's contribution to this plan shall not exceed \$70.75 per month per employee.

Section 7. Employer and Union agree to establish a joint Labor Management Committee to study medical insurance benefit plans.

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Section 8. Employees, as hereinafter defined, who are sixty-five (65) years of age and over, shall receive Medicare coverage, paid for by the City, as a benefit.

Section 9. As used in this Article “employees” means those individuals whose job titles and classifications are subject to the provisions of this Agreement.

Section 10. Non-Pay Status. An employee in a non-pay status due to their own health related condition to that or that of an immediate family member will be required to pay the employee’s share of the monthly health insurance premium.

An employee in a non-pay status for reasons other than a health related condition, will be responsible for one hundred percent (100%) of the total monthly health and life insurance premiums calculated in the following manner:

For each forty (40) hours of continuous or combined intermittent non-pay status within a revolving thirty (30) day period:

40 - 79 hours	=	one quarter of the total monthly premium
80 – 119 hours	=	one half of the total monthly premium
120 – 159 hours	=	three quarters of the total monthly premium
160 plus hours	=	one hundred percent of the total monthly premium

Section 11. Spousal Coverage Effective August 1, 2011, if the spouse of a City employee is employed with another employer and is eligible for employer sponsored health coverage, he/she must be enrolled in their own employer sponsored health plan as their primary coverage. The spouse may be enrolled on the City’s health plan as secondary coverage.

City employees enrolled in medical plan 1 who are affected by this provision will receive a premium reduction of \$1,077 per year. If the total premium being paid by the employee does not total \$1,077, then the City will provide an annual contribution of the difference between the two (the total premium and \$1,077) to a Flexible Spending Account for the employee.

City employees enrolled in medical plan 2 who are affected by this provision will receive an annual contribution of \$1,077 to a Flexible Spending Account.

A spouse of an employee shall never be without health insurance as a result of this Section 11. In the event that a spouse’s health insurance coverage is ever in potential jeopardy related to this Section 11, the City will provide the spouse with City health insurance and prevent any lapse in coverage.

**ARTICLE 20  
LIABILITY INSURANCE FOR CITY EMPLOYEES**

The City of Newark agrees to assume financial responsibility for the negligence of its employees in those circumstances where the law imposes liability for that negligence.

The City of Newark shall agree to assume financial responsibility for any monetary losses due to circumstances other than theft, caused by bargaining unit employees who handle cash receipts or disbursements for the City. Said losses shall not be the financial responsibility of the individual employee. Employees may however be disciplined pursuant to Article 6 of this agreement, up to and including discharge, for failing to follow proper procedures, policies or work rules related to the receipt and disbursement of funds.

**ARTICLE 21  
TRAVEL ALLOWANCE**

Section 1. As used in this section, “proper authority” means prior permission obtained from the Mayor, in writing, and certification by the City Auditor of the availability of funds on a purchase order indicating the actual and/or anticipated expenses.

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**Section 2.** With proper authority, municipal officials and employees may attend conferences, conventions, and other activities in the conduct of official business and in the best interests of the City, and be reimbursed for certain expenses incident thereto.

~~**Section 3.** The City shall pay for transportation, parking fees, lodging, meals and registration and banquet fees in connection with conventions and conferences. Reimbursement shall not be made for such items as valet service, personal telephone calls, intoxicating beverages, entertaining other guests, and so forth.~~

**Section 3.** The City shall pay for transportation, parking fees, lodging, meals and registration and banquet fees in connection with conventions and conferences. Reimbursement shall not be made for such items as valet service, personal telephone calls, intoxicating beverages, entertaining other guests, and so forth.

- A. The following rates are hereby established for reimbursable expenses:
  - 1. Mileage of privately owned vehicle--current IRS rate
  - 2. Reimbursement for hotel accommodations, meals, etc. shall be according to City Ordinance.
- B. Each employee shall submit receipts for payment. Any costs, which are determined to be unreasonable, shall be returned to the employee for clarification and/or correction.

**Section 4.** Paid bills or receipts shall be submitted for reimbursement for hotels, parking, banquets, conference meals, registration fees, and, as far as practical, for other reimbursable expenses.

**Section 5.** The City shall make advance payments as follows:

- A. One hundred percent (100%) of the total of factually demonstrable cost (i.e., registration, commercial transportation costs, and so forth ); and
- B. One hundred percent (100%) of the total estimated, anticipated costs. If not used or documented by receipts, excess shall be returned to the City.

**Section 6.** In the event an employee is requested and authorized in advance to use his privately owned vehicle for City business, compensation shall be reimbursed for such usage at the rate set by the IRS. In the event of the use of a privately owned vehicle for City business, the City shall in addition to the mileage fee set forth herein, pay parking fees for any receipted parking expenses.

**Section 7.** No employee within the City of Newark will be required to utilize his/her private vehicles for any required departmental business.

**Section 8.** The City will determine which employees can take vehicles home and in no event shall employees use a city vehicle for any personal business whatsoever.

**ARTICLE 22**  
**UNIFORMS**

**Section 1.** The City shall provide, at its expense, a uniform rental and laundry service for certain employees as follows. Such uniform service shall include an inventory of shirts/trousers and jackets as listed.

<u>DEPARTMENT/DIVISION</u>	<u>#PANTS/SHIRTS</u>	<u>#JACKETS</u>
Water Meter	11	3

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Water Distribution	11	3
Street Department	11	3
Sewer Maintenance	11	3
Water Treatment Plant	11	3
Parking Meter Repair	11	3
Traffic Control	11	3
Wastewater Treatment Plant	11	3
Cemetery	11	3
Parks & Recreation	11	3
Wastewater Treatment Lab	11	3
Industrial Waste Inspector	11	3
Fire Equipment Mechanic	11	3
Animal Control Officer	11	3
Vehicle Maintenance Mechanic	11	3
Maintenance Worker	11	3
Custodial Worker	11	3

**Section 2.** Employees of the Water Meter Bureau shall receive, in addition to the rental shirts and trousers, a uniform allowance of not more than seventy-five dollars (\$75.00) per year.

**Section 3.** All uniform and clothing allowance shall be payable in the month of April and shall be payable in advance for the succeeding twelve-month period. In the event an employee commences employment during a month other than April any uniform or clothing allowance entitlements shall be prorated through the next succeeding April. In the event an employee terminates his employment in a month other than April, he shall not be required to make any reimbursements for paid but unused clothing allowance.

**Section 4.** Bargaining unit employees shall be permitted to purchase at their expense t-shirts and shorts approved by the City which are consistent with current uniforms. Employees may wear the t-shirts and shorts during summer months unless an immediate supervisor determines that wearing t-shirts and shorts prove to be health or safety hazard.

**Section 5.** For those employees required to wear safety glasses, the City will provide \$50.00 per year reimbursement for prescription safety glasses. For those employees required by the supervisor to wear safety shoes the City will provide up to \$150.00 reimbursement per year for safety shoes. The supervisor will determine and approve the type of safety shoes required.

**Section 6.** Employees holding the following positions shall receive a clothing allowance of \$200.00 per year provided that they wear a uniform, which is determined by the Division Head.

- Inspectors (Div. Of Code)
- Project Supervisor, Engineering
- Engineering Technician (inspecting in the field)
- Parking Enforcement Attendant

If during the term of this contract any employees not now required to wear uniforms become required to wear uniforms, the parties shall meet to include them in this Article.

**Section 7. Foul Weather Gear.** The Employer will provide foul weather gear to employees when required to work outdoors, consisting of rain gear, gloves, jackets, carharts or similar (jackets, bibs or coveralls) and boots (overboots).

**ARTICLE 23  
AUTHORIZED REMUNERATION OF CITY EMPLOYEES**

**Section 1.** The salary rate (plus authorized reimbursement for automobile expense, uniforms, official travel, and living quarter's allowance) and any special provisions outlined in this Agreement shall be the total remuneration for an employee. Except as herein provided, no employee shall receive pay from the City in addition to that authorized under the Base Wage and Salary Table, as the same is established from time to time by Council, for services rendered by him/her, either in the discharge of

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his/her duties or any additional duties which may be imposed upon him/her or which he/she may undertake or volunteer to perform.

Section 2. City services are not to be extended by employees in exchange for special rewards, gifts, or other remuneration from individuals or organizations outside the municipal government.

Section 3. Effective July 24, 2014, all bargaining unit employees will be paid in accordance with the Base Wage and Salary Table attached as Appendix C. Either party may request a wage reopener for the contract period covering any part of 2017 by giving written notice to the other party by no later than thirty days prior to the end of the 2016 calendar year. Should a wage reopener be requested by either party, the parties shall negotiate wage rates only. The CBA shall not be opened for any other reason except the negotiation of a successor agreement or by mutual agreement of the parties.

Section 4. PERS Pickup. The City will continue to pickup five percent (5%) of each bargaining unit employee's contribution to the Public Employees Retirement System (PERS).

**ARTICLE 24  
POSITION AUTHORIZATION AND CLASSIFICATION OF CITY EMPLOYEES**

Section 1. Positions and classifications are established and assigned to pay ranges or other specific rates of pay. In addition, classifications are established from time to time by Council and copies are on file in the office of the Clerk of Council. It shall be the responsibility of the Appointing Authority to assign employees to appropriate classifications in accordance with their duties and responsibilities. Positions are authorized within the various offices and departments by City Council.

Section 2. Assignment of a classification and pay rate shall be on the basis of each incumbent of a position being placed in an applicable pay range.

Section 3. Employees who are promoted from one classification to another, which is in a higher range, shall be paid at the same step in the new pay range as their current step.

Section 4. An employee who chooses to take a change in job classification, which results in a lower pay range, will be paid based upon the lower pay range. He/she will remain in the same step as in the job classification of the higher pay range.

Section 5. When an individual moves into the Water Distribution Utility Worker, Water Treatment Plant Operator, Wastewater Treatment Plant Operator, or Sanitary Sewer Utility Worker position and all of the following conditions exist, the employee shall be placed in a 32 pay range instead of the training pay range (grade 26-28): 1) the employee previously held the same classification, 2) the employee had an EPA certified license when they previously held the same classification and have maintained the same EPA license, or a higher EPA license, without interruption from the time when the same classification was previously held up to the time when the same classification is assumed anew, 3) The employee has continuously maintained employment with the City from the time they previously held the same classification up to the time when they assume the same classification anew.

Section 6. As a general principle, the City agrees that higher skilled jobs should be assigned to higher rated classifications and to the most senior employees within the classification.

**ARTICLE 25  
SALARY STEP ADVANCEMENT**

Section 1. All bargaining unit employees of the City of Newark, Ohio, shall be paid in accordance with the current base Wage and Salary Table as adopted by City Council.

Section 2. Employees shall advance through the steps of the Wage and Salary Table based upon their length of completed service since their latest date of hire. Salary step advancement shall become effective on the employee's anniversary date following completion of continuous service as follows:

- Step 1 Up to six (6) months of service.
- Step 2 Six (6) months to one (1) year of service.

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- Step 3 One (1) year to two (2) years of service.
- Step 4 Two (2) years to four (4) years of service.
- Step 5 Four (4) years to six (6) years of service.
- Step 6 After six (6) years of service.

**Section 3.** Time spent on any authorized paid leave of absence shall be counted as continuous service for the purpose of determining an employee's eligibility date for salary step advancement. Any time spent in a no pay status for any reason shall proportionally move and prolong the employee's eligibility date for step increase.

**Section 4.** New employees shall be compensated at the lowest step of the pay range or pay ranges, assigned to the classification in which they are employed. Advancement to increments (steps) thereafter shall be in accordance with the above schedule and the Base Wage and Salary Table.

**Section 5.** **Multiple Pay Ranges.** When any new employee is hired into a classification with multiple pay ranges, the City will determine which pay range in which to start the new employee based on his/her experience. All new employees will be compensated at the lowest step of the pay range selected. When any new employee is placed in a pay range other than the top range available, the employee will advance one pay range on their anniversary date until the employee is in the highest pay range available to him/her for the classification in which he/she is employed.

Any employee taking a voluntary demotion or lateral transfer will be placed in the highest pay range if the classification has multiple ranges available. If an employee takes a lateral transfer from a classification with multiple pay ranges to a classification with multiple pay ranges, the employee shall retain their range.

**Section 6.** Effective immediately, all employees will be placed in the appropriate step based on their length of service.

**ARTICLE 26  
STANDARD WORK WEEK--OVERTIME**

**Section 1.** The standard workweek for all bargaining unit employees covered by this Agreement shall not exceed forty (40) hours per week. Each bargaining unit employee shall be entitled to an uninterrupted lunch period away from his/her workspace. The lunch period shall be set by the Appointing Authority but shall not be less than one-half hour. Whenever an employee works for a period less than the regular established number of hours per day or week the amount paid shall be proportionate to the number of hours actually worked.

The standard workweek for permanent part-time bargaining unit employees shall average twenty (20) hours per week. The standard work year for permanent part-time bargaining unit employees shall be a minimum of one thousand forty (1040) hours.

**Section 2.** Department heads are authorized to establish two rest periods during the workday, the duration of each period not to exceed fifteen (15) minutes. Rest periods shall be uninterrupted and shall, at the employee's option, be taken away from the employee's immediate work area. Employees who are working on video display terminals shall be entitled to one (1) ten (10) minute VDT break for each four (4) hour period on the video display terminal.

**Section 3.** Notwithstanding Section 1 of this Article, all employees working in a classification that requires twenty-four (24) hour coverage shall have a standard workweek of forty (40) hours, including a lunch period and rest periods as set by the Appointing Authority. On or before 1/1/12 all Water and Wastewater treatment plant 24/7 classifications shall maintain schedules that mirror the schedule in place in the Water Plant as of 1/1/11.

**Section 4.** Employees eligible for overtime compensation shall receive the overtime rate of time and one-half (1 1/2 times) their regular hourly rate for all hours worked in excess of the standard work week of forty (40) hours. As the term has historically been interpreted between the parties under this contract, hours worked for purposes of overtime compensation means all hours in active pay status.

**Section 5.** Employees eligible for overtime pay may elect to receive compensatory leave time in lieu of overtime cash benefits. Employees eligible for overtime pay must designate in writing, to their immediate supervisor, during the pay period in which the overtime is worked, that they wish to receive compensatory time. Any employee eligible for compensatory time shall

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receive compensatory time at the rate of one and one-half (1-1/2) hours of compensatory leave time for each hour of overtime worked. Compensatory leave time shall not be permitted to accumulate over three hundred hours ( 300) and shall not be permitted to cash out more than two hundred eighty (280) hours following the effective date of this Agreement.

**Section 6.** Employees shall select the date on which they wish to schedule their compensatory time off and shall request the time off at least one (1) day in advance, except in emergencies. The employee must have the advance approval of the Department Head, or his/her designated representative who shall consider the operational needs of the department before granting compensatory time off.

**Section 7.** Employees shall be permitted to carry their accrued, unused compensatory time into the following calendar year.

**Section 8. Overtime Opportunities.** The City shall attempt to equalize scheduled overtime among employees within each sub-division as defined in Article 51, Section 2. The employee with the least amount of overtime, and sequentially thereafter, shall be offered first opportunity for overtime. In the event of an emergency, as determined by the City, this provision may be waived.

**Section 9. Scheduling Overtime.** Full-time bargaining unit employees shall be called out for overtime opportunities before any non-bargaining unit employees.

**Section 10. Safety Rest Period.** Any employee, who works sixteen (16) or more continuous hours in a twenty-four (24) hour period, may elect to take a rest period. Rest periods shall not exceed eight (8) hours, and the employee taking a rest period shall be paid for any hours of the rest period that overlap with their normally scheduled shift. Any hours of a normally scheduled shift that do not overlap with the rest period, may be worked by the employee or the employee may use other forms of paid leave for this time.

**ARTICLE 27  
GUARANTEED COMPENSATION**

Any full-time bargaining unit employee called to duty outside his/her normal working hours and not contiguous to his/her regular shift, shall be guaranteed a minimum of three (3) hours compensation at the appropriate rate. Employees entitled to only compensatory time, as established by this Agreement, shall receive compensatory time for the purpose of this Article.

No employee shall be eligible for said guaranteed compensation if the reason for being called to duty is to correct work which he/she should have performed during regular duty hours but did not so do through his/her own fault or negligence. No employee shall be eligible for said compensation if they are called in to duty at a time that is within three hours of the start of a prior call out.

**ARTICLE 28  
WORKING OUT OF CLASSIFICATION**

**Section 1.** Any employee of the bargaining unit who is temporarily assigned to a higher classification than he/she normally holds shall be paid at the rate of pay for the higher classification for the time of assignment to the higher ranking classification. The step at which the employee shall be paid will be the employee's own step.

**Section 2.** This Article shall only apply when the employee is assigned to the higher ranking classification by his/her immediate supervisor and works in excess of one (1) hour, then the employee will be paid out of classification for all hours worked. When a Department Supervisor appoints or requires an employee to fill a higher classification, he/she must attach a working out of classification form to the time sheet of the employee who is filling the higher classification.

**Section 3.** Every effort shall be made to make the aforesaid assignment with regard to seniority.

**ARTICLE 29  
ON-CALL STATUS COMPENSATION**

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All bargaining unit employees who have satisfactorily completed their initial probationary period, and who, by virtue of their responsibilities, are expressly required by written directive of the Director of Public Service, the Director of Public Safety, the Treasurer or the Auditor, to remain available for immediate call to work from an on-call status during other than such employee's normal hours of work, shall receive additional pay a stipend of \$25.00 or time off at the rate of one (1) hour for each day or part thereof during which the employee is in an off-duty, on-call status. Each day shall be measured from 12:01 a.m. to the following midnight. On the first occurrence an employee who is on call cannot be contacted for duty within a period of thirty (30) minutes from the initial attempt to make such contact, he shall not be eligible to receive on-call pay for one (1) day of that particular week in which the employee is required to be on call. If an employee cannot be contacted for duty within a thirty (30) minute time frame on more than one occasion, he would not be eligible to receive on call pay for three (3) days of that week in which the employee is on call.

However, if the employee who is assigned to be on-call but, for personal reasons, is temporarily unavailable for call on a given day has made arrangements for a stand-in on-call person and so advised his immediate supervisor, the employee assigned to be on call shall receive their normal on-call pay. Should the stand-in person remain on call for a one-day period (24 hours), the stand-in shall receive the on-call pay for that day. Such additional pay shall be paid to an employee in addition to any overtime pay to which he may become entitled should he actually be called to duty during the on-call period but not during normal working hours.

Employees who have been assigned to be on-call or who are in an on-call rotation may trade on-call assignments with other employees who are also assigned on-call duties provided that all on-call assignments are covered and permission from the department head or his designee is obtained.

Traffic Control Division: On each occasion when an employee of the Traffic Control Division is called out on an assignment that requires the employee to operate the bucket lift, the superintendent or his designee shall call out a second employee of the division to assist in the assignment. Calling out a second employee is necessary to assure the safety and health of all employees involved in the on-call assignment.

**ARTICLE 30**  
**LONGEVITY**

In addition to their regular base pay, each non-uniformed employee shall receive longevity compensation in 2010 in accordance with the following schedule:

5 - 9 years continuous service	.31 cents per hour
10 - 14 years continuous service	.37 cents per hour
15 - 19 years continuous service	.45 cents per hour
20 - 24 years continuous service	.53 cents per hour
25 or more years continuous service	.60 cents per hour

The amount of hourly longevity compensation will begin on the anniversary date of each employee at each appropriate level above.

**ARTICLE 31**  
**SHIFT DIFFERENTIAL**

**Section 1.** Employees who are regularly assigned to second shift shall be paid a shift differential of fifty (\$.50) per hour for all hours worked that week. Employees who are regularly assigned to third shift shall be paid a shift differential of sixty-five (\$.65) per hour for all hours worked that week.

**Section 2.** In the event of a split shift working schedule, said employee will receive the appropriate shift differential, for any hours worked on second or third shift.

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**Section 3.** Shift differential compensation shall be included in the regular rate of all remuneration paid to or on behalf of an eligible employee (as defined above) for actual time worked. Shift differential shall be paid to eligible employees (as defined above) for any hours worked in an overtime status.

**Section 4.** For the purpose of this Agreement, “first shift,” “second shift” and “third shift,” shall be defined according to the prevailing practice in a given Division.

**Section 5.** In the event, an employee is assigned a second or third shift to fill-in for a vacant employee, said employee will receive the appropriate shift differential.

**ARTICLE 32  
LICENSE PAY/CERTIFICATION**

**Section 1.** All positions within the water, wastewater, water distribution, and sewer maintenance personnel who hold and/or obtain an Ohio EPA certified license or Ohio Water Environment Association Lab certification for their respective job classifications, shall be compensated for such license in addition to the base wage and salary established for all bargaining unit employees. He/she shall be compensated for State Certification Licenses, which they hold as follows:

Class 1 License	\$ .60 per hour
Class 2 License	\$ .95 per hour
Class 3 License	\$ 1.15 per hour
Class 4 License	\$1.25 per hour

This license premium shall be added to the base wage rate of such employees and paid to them on a biweekly basis with their regular paycheck for all hours in active pay status.

The following employees at the Water Treatment Plant shall be paid an additional \$0.45 per hour for Ohio EPA Micro-certification for bacteria testing:

- Water Treatment Plant Lab Technician/Operator
- Water Treatment Plant employees assigned to working second shift (afternoon until midnight) and are Ohio EPA Micro-certified for bacteria testing

**Section 2.** The operator-in-training will be compensated for Class 1 License if and when it is obtained, in accordance with the procedures above.

**Section 3.** Up to three (3) Equipment Operators in the Street Division shall be compensated for holding State Certification Licenses for weed spraying at .40 cents per hour added to the base wage rate.

**Section 4.** The City will pay, one time, for any necessary training, testing and licensure fees for all employees who are required to have a CDL or any licenses discussed in Section 1 and 3 above. The City will also pay, one time, for the same training, testing and licensure fees for any employees in the equipment operator classification who work in the Parks and Cemetery Divisions, even if these same employees are not required to have a CDL. The City will also pay for the CDL licensure renewal costs associated with the licenses discussed above in Section 1, 3 and also in this Section 4.

**Section 5.** Traffic control Technicians, within the Division of Traffic Control who hold an IMSA Level Certification, shall be compensated for such Level Certification in addition to the base wage and salary established for all Traffic Control Technicians. He/she shall be compensated for IMSA Level Certifications which they hold as follows:

IMSA Level I in Traffic Signals	\$.40 per hour
IMSA Level II in Traffic Signals	\$.75 per hour
IMSA Level III in Traffic Signals	\$.95 per hour

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For clarification purposes, each Level I, II, and III require the Traffic Signals individual certifications to reach the next level. It is understood by all parties that the certification pay shall be for the Certification Level held and not for each individual certification achieved. IMSA Certification pay (at all levels) shall begin on the date the test was taken if the employee successfully passes the exam, not the date of the certificate. Certification pay shall be retroactive to test date.

As a condition of employment, all newly hired or transferring in Traffic Technicians-in-Training in the Division of Traffic Control, City of Newark, Ohio must hold a Level 1 IMSA Certification in Traffic Signals within two (2) years of date of hire/transfer.

Once the newly hired or transferred employee has obtained his/her Level 1 IMSA Certification in Traffic Signals, he/she may advance to the next level/pay range in the promotional chain providing the employee has met all the requirements set forth in the job description for the next level/pay range.

Any Bargaining Unit City employee who applies for and is appointed to the Traffic Technician-in-Training position who fails to obtain the IMSA Level 1 Certification in Traffic Signals within the required 2 years from date of hire/transfer into the Division of Traffic Control, shall be permitted to transfer out of the Division of Traffic Control should a position opening be available that they are able to apply for (refer to Job Posting article of current contract) and they are qualified to hold in lieu of dismissal from employment from the City of Newark. If no position opening is available that they are qualified to hold, the employee shall retain reinstatement rights\*\* for a period of one (1) year from date of dismissal.

The minimum cost of achieving certification for employees being required to do so will be paid for once for each Level of Certification by the City of Newark Division of Traffic Control provided the employee remains in the Division of Traffic Control for a period of two years from the date of the latest certification. If the employee chooses to leave his/her employment with the Division of Traffic Control after achieving any IMSA certification within the time frame specified above, even if said employee transfers to another position within the City of Newark, the employee shall reimburse the Division of Traffic Control for all costs relating to receiving certifications(s) by means of deduction from his/her final paycheck from Traffic Control funds.

\*\*Reinstatement rights are defined as: For a period of one year from the date of dismissal from service by the City of Newark, the employee who meets the minimum qualifications of a vacancy will be permitted to bid on the vacancy before the position goes to the public, as if they were still employed by the City of Newark. Neither AFSCME Local 2963 nor the City of Newark is not responsible for notifying the employee of said vacancies.

**Section 6.** Regarding the Communication Operator II position, the following shall apply:

- 1) The City of Newark will pay for any and all costs associated with the training and/or certification that are to be obtained for those employees appointed to this position.
- 2) The employee will obtain Training Officer Certification within one year from date of appointment to Communication Operator II position.
- 3) In the event the training certification cannot be obtained within one year of appointment through no fault of the employee, i.e. no training classes available, no funds available to send to training, etc., the employee shall not be held responsible. Furthermore, it is agreed by the parties that the employee will not be reassigned to the Communication Operator I position. It is also agreed that the employee will obtain certification as soon as an available training class is held.
- 4) The Communications Center Supervisor shall be responsible for locating and scheduling any and all training classes.

**ARTICLE 33  
MILITARY LEAVE AND BENEFITS**

**Section 1.** **Military Leave.**

- A. Full-time employees who are members of the Ohio National Guard, U.S. Air Force Reserve, U.S. Army Reserve, U.S. Marine Corps Reserve, U.S. Naval Reserve or U.S. Coast Guard Reserve shall be granted military leave of absence with pay when ordered to temporary active duty for a period or periods not to exceed twenty-one (21) days, whether or not consecutive, during each calendar year. In the event that the Chief Executive Officer of the State of Ohio, or the Chief Executive Officer of the United States declares that a state of

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emergency exists, the employee, if ordered to active duty for purpose of that emergency, shall be paid pursuant to this Section for a period or periods not to exceed twenty-one (21) days, whether or not consecutive, during each calendar year.

- B. An employee shall be paid his/her regular salary less whatever amount such employee may receive as military base pay for each scheduled workday such employee is absent during military leave of absence with pay authorized by this Section. A military pay voucher will document the military base pay. Such military pay voucher must be submitted by the employee to the Human Resources Department in a timely manner.
- C. Employees who are assigned in a twenty-four (24) hour, seven (7) days a week operation will not have their normally scheduled workdays altered because of military leave.

**Section 2. Veteran's Benefits.** Any person, who is restored to his/her former employment with the City following his/her return from service with the Armed Forces of the United States, shall be entitled to the benefits of such employment, other than actual pay for time not worked, in accordance with the Ohio Revised Code.

**Section 3. State and Federal Law.** The City will follow and conform to all state and federal laws, which pertain to military leave and the rights of military personnel. In the event that any provision of this Article is contrary to State and/or Federal laws, said laws will take precedence over this Article.

**ARTICLE 34  
CREDIT UNION**

**Section 1.** The City agrees to permit payroll deduction from those employees wishing to participate in said credit union. It shall be the responsibility of the City Auditor to establish such rules and regulations as he deems necessary to implement and accomplish the purpose of this article.

**Section 2.** Employees shall be required to comply with such rules and regulations as the auditor may establish in order to facilitate the operations of the credit union.

**ARTICLE 35  
COMMITTEES**

**Section 1. Joint Union Management (Health and Safety) Committee**

Safety is of mutual concern to the City and the Union on behalf of the employees. The Union will cooperate with the City in encouraging employees to observe applicable safety rules and regulations.

It shall be the exclusive responsibility of the City to provide for the safety of its employees by providing safe work conditions, safe work areas, safe work methods, and appropriate safety equipment, when such equipment is required in connection with the employee's job duties.

The City retains the exclusive responsibility to provide a safe and healthful work place and conditions of employment.

- A. There shall be a Joint Union Management Health and Safety Committee. The Committee shall be composed of an equal number of Administration and Union representatives, and shall be chaired by the Director of Human Resources or designee. The Union representative shall be selected by the Local Union President. The Committee shall meet on a quarterly basis unless otherwise mutually agreed by the parties.
- B. The Joint Committee shall perform the following functions:
  - A. Make or cause to be made periodic inspections of the various locations when necessary.
  - B. Make recommendations for the correction of unsafe or harmful practices.

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- C. Review and analyze all reports of work-related injury or illness, investigate causes of same, and recommend rules and procedures for the prevention of accidents and disease and for the promotion of health and safety of employees.
  - D. Promote health and safety education.
  - E. Investigate any workers exposure to potentially toxic substances to which the workers are exposed together with material data sheets.
- 
- C. The City shall keep minutes of all meetings and provide Union representatives with copies.
  - D. The City shall pay Union members of the Committee at their regular rate for all time spent in committee meetings.
  - E. The Committee may ask the advice, opinion, and suggestions of experts and authorities of safety matters. The Committee shall have the right to call authorized representatives of the Ohio Industrial Commission who shall be permitted to make such examinations, investigations, and recommendations as shall be reasonably connected with the purpose of the Committee.
  - F. A subcommittee will be established to evaluate safety and work-load concerns, and make recommendations to the City, relative to job duties performed by employees who are in positions where they are the only person assigned to a given shift in a given Division (e.g. Water Treatment, Wastewater, Police Department Communication Operators on second and third shifts or weekends) in any Division of the City. The subcommittee will present preliminary recommendations by no later than March 31, 2007.

**Section 2. Labor Management Committee.**

The Committee shall meet upon request from either party on a mutually agreeable day and time. The Employer shall recognize and meet with not more than four (4) representatives selected by the Union to discuss pending problems and to promote a more harmonious employee/management relationship. Either the City or the Union may request a representative from the Human Resources Department to participate in the meeting. The Union and Management shall prepare an agenda of the matters they wish to discuss in the meeting. The purpose of such meeting shall be to:

- A. Allow mutual discussion and development of new concepts in service;
- B. Formulate goals and procedures;
- C. Develop new programs;
- D. Discuss the administration of this Agreement;
- E. Notify the Union of changes made by the Employer which affect Bargaining Unit members;
- F. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- G. Disseminate general information of interest to the parties;
- H. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subject of interest to their members;
- I. Discuss ways to increase productivity and improve efficiency;
- J. To consider and discuss health and safety matters relating to employment;

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- K. Develop a training program to address the needs identified by the Labor Management Committee – a preliminary training program for Equipment Operators in the Streets, Parks and Cemetery Division will be developed by July 1, 2007;
- L. Review the status of upcoming or current vacancies; and/or
- M. Address the issue of expanding the uniform requirements for the City AFSCME bargaining unit. A preliminary recommendations will be prepared by July 1, 2007;
- N. Discuss any other issues of concern.

**ARTICLE 36**

**EMPLOYEES ENGAGING IN OTHER WORK DURING WORKING HOURS WHILE IN THE EMPLOY OF THE CITY**

Any employee of the City shall be guilty of misconduct in office and subject to dismissal from service if such employee engages in any business work or contracts for work, for hire or for reward, during working hours, while in the employ of the City and receiving compensation from the City. This section shall not apply to any employee who may engage in any work, which is in the furtherance of the national defense program of the United States, provided that such federal defense works in no way conflicts with his/her regular duties as an employee while on vacation.

**ARTICLE 37**

**WAIVER IN CASE OF EMERGENCY**

**Section 1.** In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, or Newark City Council, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for processing grievances.
- B. All work rules and/or Agreements and practices relating to the assignment of all City 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 of this article and shall proceed from the point in the grievance procedure to which they [the grievance(s)] had properly progressed.

**ARTICLE 38**

**NO STRIKE/NO LOCKOUT**

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the bargaining unit employees recognize their mutual responsibility to provide for uninterrupted services to the citizens of Newark, Ohio. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members of the bargaining unit, will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by members of the bargaining unit or other employees of the Employer. When the Employer notifies the Union by certified mail that any members of the bargaining unit are engaged in any such unauthorized activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such notice, the

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Employer shall have the option of canceling any article, section, or sub-section of this Agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be subject to disciplinary action including dismissal. It is agreed that Union representatives will be given an opportunity to meet with the Employer or his/her representative prior to the exercise of the Employer's option to cancel any article, section, or sub-section of this Agreement.

- B. The Employer agrees that neither it, its officers, agent, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit unless those members shall have violated Section A of this Article.

**ARTICLE 39  
SEVERABILITY**

This Agreement is subject to all applicable federal and state laws, Ohio Revised Code Chapter 4117, and shall be interpreted so as to comply fully with such laws, provisions, or any judicial decision interpreting them. In the event that any provision of this Agreement is contrary to the above, it shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect. In the event that any provision in this contract is found to be unlawful, the contract will be reopened within thirty (30) days to negotiate a successor provision.

**ARTICLE 40  
PROHIBITED PRACTICES OF EMPLOYER**

The Employer shall not engage in the following practices:

- A. Interfere with, restrain, or coerce employees in the exercise of their lawful rights;
- B. Dominate, interfere, or assist in the formation, existence, or administration of any employee organization, or contribute financial support to any such organization;
- C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training, or other terms or conditions of employment;
- D. Discharge or discriminate against any employee because he/she has filed any lawful affidavit, petition, grievance, or complaint; or has given any truthful information or truthful testimony pursuant to a grievance; or because the employee has formed, joined, or chosen to be represented by an employee representative.
- E. Discriminate against any employee because of gender, creed, color, age, national origin, handicap, association or non-association or affiliation, or discriminate in the application or interpretation of the provisions of this Article as the same applies to all employees; and
- F. Engage in the lockout of employees except during strike by those employees.

**ARTICLE 41  
PROHIBITED PRACTICES OF EMPLOYEES**

The following practices are prohibited:

- A. Restraining or coercing any employees in the exercise of his/her lawful rights;
- B. Causing or attempting to cause any employee to discriminate against another employee because of membership or non-membership in any organization; or attempting to cause the Employer to violate any rights of any employee;
- C. Discriminating against any employee because he/she signed or filed a lawful affidavit, petition, or complaint, or has given information or truthful testimony against the Employer or any bargaining unit employee;
- D. Discriminate against any employee because of race, gender, creed, color, age, national origin, handicap, affiliation, association or non-association, for failing to provide equal protection under the law to all employees; and

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- E. Discriminating against any employee who has filed a grievance pursuant to this Agreement.

**ARTICLE 42  
USE OF POLICE OFFICERS IN THE RADIO ROOM**

**Section 1.** If a regular communications operator is off work four (4) hours or more, no on-duty police officer will be used in the radio room until after all regular communications operators have been called. The City will attempt to exhaust the list of regular operators within the first hour. In the event, a regular communications operator is not available and the list of regular operators has been exhausted, then and only then, may an on-duty, police officer be used as a communications operator.

**Section 2.** An on-duty police officer will not be used in an attempt to avoid payment of overtime or call-in.

**ARTICLE 43  
UNION SECURITY**

**Section 1.** As a condition of continued employment with the City of Newark at the conclusion of their probationary period, all employees of the bargaining unit who are not members of the employee organization (Union) shall pay to the Union, as hereinafter provided, a fair share fee. This provision shall not be interpreted to require any employee to become a member of the Union; nor shall fair share fees exceed dues paid by members of the employee organization who are in the same bargaining unit. Dues/fair share fees deduction shall commence on the pay period following the probationary period.

It is agreed by the above parties, that should an occasion arise where a non-bargaining current city employee transfers or is otherwise appointed into an AFSCME bargaining unit position, the employee shall be a dues paying member of the bargaining unit upon the first day the transfer is effective and the City shall deduct the dues in accordance with the established procedure in place for all AFSCME bargaining unit members. An employee who has not completed their original 120 day probation period as a new hire is not eligible under this language until the probationary period has been satisfied.

The Union agrees to prescribe an internal procedure to determine a rebate, if any, for non-members, which conforms to federal law, for those occasions where a non-member makes a timely demand upon the Union. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with the State Employment Relations Board within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination of the State Employment Relations Board shall review the rebate determination and determine whether it was arbitrary or capricious. The deduction of a fair share 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.

The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of employee organization in the realm of collective bargaining.

Any public employee who is a member of and adheres to established and traditional tenets or teachings of a bonafide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, the Board shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee, to a nonreligious charitable fund exempt from taxation under section 501 © (3) of the Internal Revenue Code mutually agreed upon by the employees and the Union's Financial Secretary. The employee shall furnish to the employee organization written receipts evidencing such payments, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would nonpayment of dues under the Agreement.

It is agreed that the Union shall indemnify and hold harmless the City from any and all claims, demands, and expenses incurred in the defense against such claims and demands made by an employee in the bargaining unit against the City as a result of the Union's establishment of an amount which it considers to be fair share fee and/or Union dues and the Union's management of the rebate procedure.

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Within the above limits, the Employer shall provide a check-off on the wages of an employee eligible for inclusion in the bargaining unit for the payment of regular monthly Union dues and/or fair share fees upon receipt of a certified list of employees from the Financial Secretary of the Union designating those employees in the bargaining unit who are subject to the Union dues and/or fair share fees.

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 Newark 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 such authorization is withdrawn by written notice served upon the City Auditor by the employee. 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 fair share fees shall be remitted bi-monthly by the City to the Financial Secretary of the Union, AFSCME, Ohio Council 8, 6800 N. High Street, Worthington, Ohio, 43085. 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 employer agrees to deduct regular Union membership dues and /or fair share fees biweekly from the pay of employees in the bargaining unit. For membership, a signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer.

**Section 3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues 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.

**Section 4.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: 1) termination of employment; 2) transfer to a job other than one covered by the bargaining unit; 3) layoff from work; 4) an unpaid leave of absence.

**ARTICLE 44  
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 negotiated with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the City that it would be in the City's best interest for such work to be performed by the existing employees. If the City and the Union cannot agree or resolve the issue through negotiations, the issue shall be submitted to expedited arbitration for resolution.

**ARTICLE 46  
SENIORITY**

**Section 1.** **Definition.** Seniority shall be defined as an employee's uninterrupted length of continuous service within the bargaining unit, the Department, Division, or job classification, depending on the question involved. Overall, seniority is defined as an employee's uninterrupted length of continuous service within the bargaining unit. New hires shall have no seniority during their probationary period of employment, but after completion of their probationary period, their seniority date shall be the date of hire, which was used to compute their probationary period.

Part-time employees shall receive one (1) year of seniority for every two (2) years of service. This calculation shall be used when factoring salary step advancement, longevity, filling vacancies, shift bidding, and layoff. This provision will not affect employees hired prior to January 1, 2007.

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**Section 2.**      Seniority While on (a Service Connected) Disability. A member who is unable to work because of a service-connected disability shall accumulate seniority during this period of sickness or disability not to exceed one (1) year's duration. During this period of sickness or disability should circumstances warrant, the City may require a formal hearing to determine the member's ability to perform the duties of his/her classification.

**Section 3.**      Seniority While on Family Medical Leave (FML). A member who is unable to work due to being placed on Family Medical Leave, shall accumulate seniority during the period of approval.

**Section 4.**      Seniority While In a Non Pay Status. A member who is in a non-pay status except for service connected disability or Family Medical Leave as described in Section 2 and 3 of this Article shall not accrue seniority and shall have overall seniority adjusted for each eight (8) hours (one working day) in a non-pay status. All seniority adjustments shall be retroactive no further back than 1992 due to record availability. Seniority dates for the purpose of vacation accrual, step increases and longevity increases will not be adjusted for time in a non-pay status.

**Section 5.**      Operating Unit Seniority. Operating unit seniority shall mean continuous uninterrupted seniority in a classification within the operating unit and shall be used for the purpose of determining preference of vacations, and where applicable, shift assignments.

**Section 6.**      Seniority Lists. The City will provide the Union with a seniority list of all members, on a monthly basis or upon request of the union. Seniority lists shall contain the name, job classification, division, and date of classification entry of all members of the bargaining unit. The City shall meet with the Union to review the seniority list whenever necessary to correct any errors.

**Section 7.**      Bargaining Seniority. Any employee who was in the bargaining unit, left the bargaining unit, and then returned to the bargaining unit before March 19, 2009 shall be permitted to count the previous time in the bargaining unit toward overall seniority. Employees returning to the bargaining unit on March 19, 2009 or after shall not be able to count the previous time in the bargaining unit toward overall seniority. Time spent outside of the bargaining unit shall never be counted toward any type of seniority.

**ARTICLE 46  
LAYOFF PROCEDURE**

**Section 1.      Layoff and Job Abolishment** Whenever it becomes necessary for the City to reduce its work force, the City shall declare the classification(s) and number of positions within the classification in which a lay off or job abolishment (hereafter any reduction in force shall be referred to as a layoff) is to occur. Such reduction in the work force may only take place due to a lack of funds or a lack of work. Employees within the classification(s) shall be laid off in the following order:

- Temporary or seasonal employees
- Contract hire employees
- Newly hired Part-time probationary employees
- Newly hired Full-time probationary employees
- Permanent part-time employees
- Permanent full-time employees

All employees within the affected classification(s) and the Union President shall be notified at least fourteen (14) calendar days prior to the commencement of the layoff procedure, in accordance with the statute. Notice of layoff shall be considered received after hand delivery or after the third day it is sent by U. S. Mail to the employee's last address on file with the Employer. If an employee is on an approved leave status when the notice of layoff is considered received, the Union may submit a request to bump on behalf of the employee.

In the event of a layoff, it is agreed that the local union president, vice president, and chief steward shall be credited with seniority equal to one year more than the otherwise most senior employee in the bargaining unit for purposes of determining layoff and displacement rights.

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Employees shall be laid off based upon overall bargaining unit seniority within the targeted classification. No permanent employee shall be laid off while there are temporary, seasonal, contract-hire, or newly hired probationary employees working in the same classification anywhere in the City.

Non-bargaining unit personnel shall not be permitted to exercise bumping rights into the AFSCME bargaining unit.

**Section 2. Voluntary Layoff.** To clarify Article 47 regarding the order of layoffs, the parties agree that the order of layoffs may be modified so that employees who volunteer to be laid off may be laid off before less senior employees under the following conditions:

1. The City shall notify the Union that a reduction in force is likely.
2. Employees who are interested in taking a voluntary layoff must notify (1) the Union, (2) the Department Head and (3) the Human Resources Director in writing of a desire to volunteer for a layoff at least one calendar day before any employees are given their fourteen-day advance notice of involuntary layoffs.
3. The Department Head shall promptly confer with the Human Resources Director and applicable Appointing Authority to determine whether it would promote the efficient service of the City to accept the employee's offer to be voluntarily laid off and whether the employee would have been laid off involuntarily if he or she had not first volunteered. For example, among other reasons, the Appointing Authority may decline to accept the employee's offer if the Appointing Authority does not intend to layoff any employees in the volunteering employee's Department or in the volunteering employee's job classification.
4. The City shall notify the Union and the volunteering employee if the City intends to accept the employee's offer.
5. If the City accepts the volunteering employee's offer, the employee shall receive many of the benefits being provided to involuntarily laid off employees, including unemployment compensation, and outplacement services, but shall not receive vacation payout or accrued compensatory time until the employee waives his or her bumping rights or remains on layoff status for fourteen consecutive months. The employee shall also be laid off at the same time as involuntarily laid off employees, if any.
6. Employees who volunteer to be laid off and who would not have otherwise been laid off involuntarily through the exercise of bumping or other displacement shall be maintained on the Lay-off/Recall List for two additional months beyond the one-year period given to involuntarily laid off employees under the bargaining agreement.
7. Employees who are voluntarily laid off will remain in layoff status for at least six months unless all other Union employees are recalled prior to that time. If the voluntarily laid off employee wishes to return to duty from layoff status after six months, but before the expiration of fourteen-months, the employee must provide the Human Resources Department and the Union with written notice of this desire at least 45 calendar days before the expiration of the fourteen-month period. Once the employee gives such notice of wishing to return to duty, the employee shall be placed, within sixteen (16) calendar days into the position for which the employee is qualified, pursuant to his or her displacement, or bumping, rights as specified in Section 3 of this article. If the employee does not return by the end of the fourteen month period of layoff status, the employee shall be separated from service on that date and shall then receive a payout for all accrued but unused vacation and compensatory time.

**Section 3. Bumping.** The bumping rights of permanent part-time or permanent full-time employees who are laid off are as follows:

1. If there are multiple layoff notices served upon employees with the same identified date of separation from employment, the affected employees shall exercise bumping rights successively, based on overall bargaining unit seniority, however all affected full-time employees shall be permitted to exercise bumping rights before any affected part-time employee does so.
2. Part-time employees may only bump into part-time positions.
3. An employee who displaces another employee must have more overall bargaining unit seniority than the employee who is being bumped.

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4. An affected employee shall have the option to fill any current vacancy in the bargaining unit, that the City intends to fill, of equal pay grade to the position currently held, assuming that they meet the minimum qualifications of the position and as long as the bumping request is received by no later than the end of the day that is the posted deadline for submitting a bid for the vacant position. The employee must also hold any licenses (including a CDL) required to perform the position of the least senior employee, or must be able to obtain such licenses in the same time period that applies to any newly hired or promoted employee moving into the same position.
5. If there is no such vacancy available or if the employee chooses not to fill such an available vacancy, the affected employee shall have the right to displace the least senior employee in the same classification throughout the bargaining unit who is in a position for which the affected employee meets the minimum qualifications of the position. The employee must also hold any licenses (including a CDL) required to perform the position of the least senior employee, or must be able to obtain such licenses in the same time period that applies to any newly hired or promoted employee moving into the same position.
6. If there is no such position available, the affected employee shall be permitted to displace the least senior (overall bargaining unit seniority) employee within the same classification series (see Appendix D) who is in a position with the same pay grade and for which the affected employee meets the minimum qualifications of the position. The employee must also hold any licenses (including a CDL) required to perform the position of the least senior employee, or must be able to obtain such licenses in the same time period that applies to any newly hired or promoted employee moving into the same position.
7. If there is no such position available, the affected employee shall have the right to displace the least senior (overall bargaining unit seniority) employee in any other position within the same classification series that is in the next lower pay grade for which the affected employee meets the minimum qualifications. If there are no such positions available, the affected employee shall have the right to exercise the same bumping rights in successively lower pay grades within the classification series. The employee must also hold any licenses (including a CDL) required to perform the position of the least senior employee, or must be able to obtain such licenses in the same time period that applies to any newly hired or promoted employee moving into the same position.
8. If there are no such positions available, the employee may bump the least senior employee (overall bargaining unit seniority) in any position outside of the classification series that is in the same pay grade and for which the affected employee meets the minimum qualifications. If there are no such positions available, the affected employee shall have the right to exercise the same bumping rights in successively lower pay grades outside of the classification series. The employee must also hold any licenses (including a CDL) required to perform the position of the least senior employee, or must be able to obtain such licenses in the same time period that applies to any newly hired or promoted employee moving into the same position.
9. The parties agree that the minimum qualifications shall be established (1.) by agreement between the Union and the City, or, in the alternative, if no mutual agreement can be reached, (2.) by the job posting last used to fill a vacancy in that job classification.
10. The parties agree that the rights of employees who are covered by this collective bargaining agreement, shall be limited to pursuing a grievance under Article 5 in the event of a dispute, and that said employees have no rights to appeal any dispute to the Newark Civil Service Commission.
11. All bumping requests must be submitted in writing to the Human Resources Director by no more than five (5) working days after the notice of layoff is received by the employee requesting to bump.
12. Any employee, who bumps into a position outside of their original classification, must complete the normal probation period for a newly promoted employee (Article 50, Section 2). The exception to this rule involves the classification of Communication Operators. Any employee who bumps into the Communication Operators position must complete a one hundred and twenty (120) day probation period.

**Section 3. Recall.** Any permanent employee whose employment is interrupted by a reduction in force within a given classification retains reinstatement rights to the same classification by the City. Reinstatement rights continue for one (1) year from the date of layoff and shall be based on overall bargaining unit seniority. During this one (1) year period, the City shall not hire or promote anyone into that classification in which a layoff has occurred, until all persons on a recall list decline the position when it is offered. If an employee on the recall list declines to be recalled to a particular position, they shall remain in recall status. Also during this one (1) year period, any employee within the bargaining unit on a recall list who meets the minimum qualifications of any vacancy not within their own classification, that is in an equal or lower pay grade to the classification the employee held when they were separated from employment due to layoff, shall be recalled to fill the vacancy, again based on overall bargaining unit seniority. An employee recalled into a different classification from the one they held when laid off, must hold any licenses (including a CDL) required to perform the position or must be able to obtain such licenses in the same time period that applies to any newly hired or

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promoted employee moving into the same position. Any employee, who is recalled into a position outside of their original classification, must complete the normal probation period for a newly promoted employee (Article 50, Section 2). The exception to this rule involves the classification of Communication Operators. Any employee, who is recalled to the Communication Operator position, must complete a one hundred and twenty (120) day probation period. Under no circumstances may a part-time employee be recalled or otherwise placed into a full-time position pursuant to this Section 3.

**ARTICLE 47  
WORK RULES**

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

**Section 2.** It is the Employer'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 Employer has determined that written work rules are necessary, and to the extent, any work rules have been or will become reduced to writing, the Employer will make them available to the employees. Copies of proposed new work rules, or proposed amendments to existing written work rules will be posted in the affected areas and, will be furnished to representatives of the Union at least five (5) days prior to implementation, except in an emergency.

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

**Section 5.** This section shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow established rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing.

**ARTICLE 48  
UNION OFFICERS AND STEWARDS**

**Section 1.** The Union may select up to five (5) stewards plus the chief steward. The local Union may select one (1) chief steward. The chief steward will have the same privileges as a steward with the added responsibility for all stewards assigned.

The Union shall provide the City an official roster of its local officers and stewards who are authorized to speak on behalf of the Union. This roster shall designate one committee official to who any correspondence between the City and the Union shall be sent. This roster shall be kept current at all times and shall include the following:

- A. Employee's name;
- B. Address;
- C. Home telephone number;
- D. Classification and work location; and
- E. Union office held

**Section 2.** A female steward may cross division lines for the purpose of handling grievances filed by female employees, which involve problems peculiar to females. Names of all stewards and divisions represented shall be furnished to the Human Resources Director and the Department Head or his/her designee by the Union. This list shall be kept current by the Union at all times. If the steward's name is not listed, he/she will not be granted any time away from the job. A steward, or chief steward, will be permitted to be present at grievance proceedings only if requested by the grievant. A steward or chief steward will be permitted reasonable time to investigate and process grievances once it is reduced to writing and may attend discussion hearings. A steward is to notify and get permission from his/her immediate supervisor prior to the investigation procedure, which permission will not be unreasonably withheld or denied. Any Union Officer or Chief Steward who works second or third shift or

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weekends, shall be granted flex time, in the same pay period, for investigating and processing grievances, attending Labor Management Committee, Safety Committee, and/or negotiation meetings.

**Section 3.** The chief steward, the regional director, or staff representative, and the president or vice-president of the Union may consult with members in the work areas before the start of and at the completion of the day's work and shall be permitted access to work areas with the approval of the Human Resources Director and notification to the Division Superintendent only for the purpose of adjusting grievances, assisting in the settlement of disputes, or carrying into effect the provisions and aims of this contract. The staff representative will be authorized to represent the regional director only when the regional director is unavailable. This privilege is extended subject to the understanding that such access will not in fact interfere with work assignments. Any suspected abuse of these privileges shall be resolved through a meeting of the Administration and the union.

**Section 4.** The regional director or staff representative and the president and vice-president of Local 2963 shall have the privileges afforded to a steward by this Contract. The staff representative will be authorized to represent the regional director only when the regional director is unavailable. Any suspected abuse of these privileges shall be resolved through a meeting of the Administration and the Union.

**Section 5.** It is understood that the privileges listed above do not authorize a Union official to be absent from his/her job or work without proper permission from the official's supervisor and said permission shall not be unreasonably withheld.

Any Union Representative shall cease unauthorized Union activities immediately upon any order by the supervisor of the area in which the Union activity is being conducted or upon the order of the Union Representative's immediate supervisor except hereinafter provided in Steward section. City vehicles shall not be utilized for travel to conduct Union business.

**Section 6.** The Union shall be credited each calendar year a total of three hundred and seventy (370) hours for attending conventions, trainings, conferences, seminars, district meetings, and Union activities upon the prior approval of the Department Head, which approval shall not be withheld where the Union gives the Department Head seventy-two (72) hours advance written notice. The Union officers and Chief Steward shall be granted three (3) total hours per week release time for administrative duties, however these hours shall only require twenty-four notice. These hours shall be tracked and shall come out of the three hundred and seventy (370) hours available. Time spent on authorized business under this provision shall be compensable at the rate of pay for each individual who participates for those days the employee was scheduled to work. Persons authorized to participate in a function or functions, which qualify for compensation under this provision, shall be chosen by the executive body of the Union local. Members of the Bargaining Committee (up to five (5) that includes the President) shall be paid for lost time while in contract negotiations with the City.

**Section 7.** **People Check-Off.** The City agrees to check-off employee deductions to Public Employees Organized for Political Legislative Equality (PEOPLE) upon the receipt of an authorized people deduction card signed by a bargaining unit employee.

**ARTICLE 49**  
**PROBATIONARY PERIOD**

**Section 1.** **Probationary Period/New Employee.** Every newly hired full-time employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one hundred twenty (120) calendar days.

**Section 2.** **Probationary Period/Promotion.** A newly promoted employee shall serve a probationary period of sixty (60) calendar days. In the event that the employer determines that a newly promoted employee will not successfully complete their probationary period, he/she shall be returned to his/her position at his/her previous salary.

**Section 3.** **Right to Return.** Any promoted employee has the right to return to their former position, for any reason, up to three schedule work weeks from the time when they first begin to work in their new position.

**Section 4.** **Evaluations During Probation Period.** Each newly hired or newly promoted employee shall receive a performance evaluation following the completion of the first half of his/her probationary period as established herein. The employee shall receive a subsequent performance evaluation prior to the completion of his/her probationary period.

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**Section 5.** Newly hired employees shall have no right to appeal probationary removals.

**Section 6. Part-Time To Full-Time.** Should a part-time employee be selected to fill a full-time vacancy in the same classification, in the same division, the employee will not be required to serve a second probationary period.

**Section 7. Communications Operators.** Any employee newly hired or promoted into the Communications Operator position, may not fill in for a first or second chair position until they have completed at least twenty working/training days in the position.

**ARTICLE 50  
FILLING VACANCIES**

**Section 1. Intent:** It is the intent of the parties that current bargaining unit employees should be provided the opportunity to fill vacancies before new employees are hired. A successful bidder for a job may not again bid on another new job or vacancy within six (6) months unless the job is sooner abolished or unless the successful bidder was in the same position on a part-time basis when the bid was posted. In the latter case, there shall be no such restriction.

**Section 2. Posting and Bidding Procedure:** As job vacancies occur, and replacements are deemed necessary, the City shall follow the procedure listed below:

Post the vacancies in the respective area (as listed below) where the vacancy occurred for three (3) consecutive days. Full-time department employees in the bargaining unit who have signed a bid sheet and meet the qualifications of the position shall be afforded an interview. If no qualified full-time department employees in the bargaining unit bid on the position or if no full-time department employees in the bargaining unit are qualified for the position, then:

The City shall post the vacancies in all areas (as listed below) where bargaining unit employee's work for three (3) consecutive days. For the purposes of posting and bidding vacancies only, the following shall be considered as departments:

Fire Department - Division	Treasurer - Department
Police Department - Division	Traffic Control - Division
Auditor's Office - Department	Engineering - Division
Street Department - Division	Service Department - Department
Parks & Recreation Dept. - Division	Safety Department - Department
Cemetery Department - Division	Building Code Dept. - Division
Meter Shop - Sub Division	Income Tax - Division
Water Treatment Plant - Sub Division	Water Office - Sub Division
Waste Water Treatment Plant - Sub Division	Sewer Maintenance – Sub Division
Water Distribution - Sub Division	Property Maintenance – Division
Litter Prevention - Division	

Bargaining unit employees including part-time bargaining unit employees, who sign a bid sheet and meet the qualifications of the position shall be afforded an interview. If no qualified City bargaining unit employees bid on the position or if no City bargaining unit employee is qualified for the position, then the City shall post the vacancies for all citywide non-bargaining unit employees for three (3) days.

The hiring department supervisor shall consider seniority as a factor in his interview process. If the hiring department supervisor determines that all other qualifications are equal, then seniority shall be the determining factor.

The City shall provide the Union with copies of all vacancy postings prior to posting any vacancy.

If an internal candidate is selected to fill a vacancy, the employee will be notified and transferred within ten (10) working days unless an extension is mutually agreed to by the parties.

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**Section 3. Shift Assignment Bidding.** Bargaining unit employees in classifications that are utilized by the City on more than one shift for a twelve-month period shall be entitled to bid on shift assignments. When a classification position is vacated, the position shall be posted within five (5) days of the vacancy for one day and the employees within the same classification will be permitted to bid on the shift assignment. The bidder with the greatest classification seniority shall be assigned the shift of the vacant position, unless the employer can demonstrate that the most senior bidder is (a) not capable of working on second or third shift without supervision or (b) that the employee is not capable of working second or third shift due to a previously existing medical condition. All classification vacancies shall be posted and filled permanently by newly hired or promoted employees. Current shift assignments shall be maintained until a vacancy occurs or, all shift assignments shall be rebid at least one time yearly in January. For the purpose of shift bidding, classification seniority for the classifications of wastewater treatment operator, water treatment operator and street department equipment operator, shall include all continuous time in any classifications in the same division or subdivisions (as listed in Section 2) that include the word “operator”, or “equipment operator” in any part.

**Section 4. Temporary Transfers.** The City may temporarily move individuals in the equipment operator classification who are permanently assigned to the Street, Cemetery and Park Divisions based on seasonal or other temporary operational needs. These temporary transfers shall only be into one of these same three (3) Divisions. Such transfers shall be voluntary and employees who participate in such transfers shall receive their normal rate of pay. Such temporary transfers shall not result in the elimination of any permanent positions or other reduction in forces in these Divisions. The utilization of such transfers by the City shall not result in the City failing to maintain current staffing levels in each of these three (3) Divisions. The City will provide training for individuals who are willing to participate in such temporary transfers.

**Section 5. Sanitary Sewer/Water Distribution Utility Worker-in Training.** When a vacancy occurs within the Water Distribution or Sewer Maintenance Department for a Utility Worker, it will be bid as worker-in-training (WIT). After six months such employees will be promoted to the Utility Worker Classification (Sanitary Sewer or Water Distribution). If a current bargaining unit employee within the Division of Water and Wastewater transfers to that position, the City of Newark will abide by the Division Policy as stated below.

All transfers from within the Department of Water Distribution and Sewer Maintenance shall be transferred to the position as their current range.

If the transferring person is coming from a Division outside of Sewer Maintenance/Water Distribution and holds a current EPA License in the field of operation (e.g. Water License for Water Distribution), they will be paid in accordance with our current contract from the first day of transfer.

All newly hired or transferred Water Distribution and Sewer Maintenance Worker or Worker-in-Training must receive at least a Class I Certification within two years of their hire or transfer date.

**Section 6. CDL Requirement.** A current bargaining unit employee shall not be disqualified from filling a position when they do not hold a CDL license required by the position. In such a circumstance, they shall however be required to obtain the required license within the period of the promotional probation period.

**ARTICLE 51  
TUITION REIMBURSEMENT**

**Section 50.1. Reimbursement Program.** All full-time employees with one or more years of continuous active service shall be eligible for consideration of a reimbursement of no more than \$1000 per year for instructional fees for undergraduate or graduate courses towards a degree or post graduate degree pre-approved by the Appointing Authority and the Human Resource Director and voluntarily undertaken by the employee. The tuition reimbursement program shall be subject to the following conditions:

- A. All courses must be taken during other than scheduled working hours. All scheduled hours for courses of instruction must be filed with the Human Resources Director. All courses are subject to the approval of the Human Resources Director. There must be a correlation between the member’s duties and responsibilities and the courses taken or the

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degree program pursued. Any situation which, in the discretion of the Safety or Service Director, would require a member's presence on the job shall take complete and final precedence over any time scheduled for courses.

- B. Any financial assistance from any governmental or private agency available to a member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the member is eligible for under this section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City.
- C. Employees seeking authorization of a tuition reimbursement must first submit to the Human Resources Director for review at least thirty days prior to the beginning of the classes start date. All necessary information pertaining to the proposed course degree to be pursued, the educational institution and the employee's best estimate of courses, cost, dates and times.
- D. Courses must be taken at accredited colleges, universities, technical and business institutes or at their established extension centers, and these must first be approved by the Human Resources Director. Seminars, conferences and workshops are not included.
- E. Reimbursement for tuition will be made when the member satisfactorily completes (attains at least a grade of "C" or its equivalent for undergraduate work and a grade of at least "B" or its equivalent for graduate work) a course and presents an official certificate or its equivalent and a receipt of payment or copy of the unpaid bill from the institution confirming completion of the approved course.
- F. Reimbursement will not be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course, except the cost of tuition and fees as outlined in Paragraph D.
- G. Any employee participating in the tuition reimbursement program who resigns (except resignation due to disability), retires (except retirement due to disability) or is discharged for cause must repay the tuition reimbursement paid by the City for courses taken less than two years prior to the date of termination or discharge. If necessary, this amount will be deducted from the employee's terminal leave pay or final paycheck.

**ARTICLE 52  
DRUG AND ALCOHOL TESTING**

**Section 1. Guidelines and Procedures.** In order to maintain a safe and healthy environment in which to work, the parties shall develop a Drug and Alcohol Policy. Said policy shall not be implemented without agreement of the parties. The Drug and Alcohol Policy shall include comprehensive guidelines and procedures pertaining to the same and a preliminary draft shall be completed by no later than July 1, 2007. Employees who test positive for alcohol or drugs in accordance to tests administered pursuant to this Drug and Alcohol Testing Article may be subject to follow-up testing as required in the Drug and Alcohol Policy.

**Section 2. Probable Cause.** The Employer has the right to require employees, as a condition of continued employment, to submit to tests for alcohol, illegal drugs or the misuse of legal drugs where there is probable cause that an employee's work performance is, or could be, affected by the same.

**Section 3. Post-Accident Testing.** Any bargaining unit member who is involved in an accident, when driving a City vehicle while on duty, may be required to submit to drug and/or alcohol tests as described in the Drug and Alcohol Policy. For purposes of this paragraph, an "accident" shall mean an occurrence associated with the operation of a motor vehicle or other motorized equipment in which: (1) an individual dies or must be taken to a medical treatment facility, or (2) substantial vehicular or property damage resulted from the accident.

**Section 4. Random Testing.** Drug and Alcohol tests shall be administered in accordance with this Article, and no random tests shall be administered unless agreed upon by the parties or as required by Federal law. In general, the only employees who shall be subject to random testing will be employees who are in safety-sensitive positions. Employees who are not CDL holders and are subject to random testing, by agreement of the parties, shall be specifically listed as such in the Drug and Alcohol Policy,

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**Section 4. Discipline.** A refusal to take a required drug or alcohol test shall be considered the same as a positive test result. Any employee whose required alcohol and/or drug test results are positive, may be subject to discipline.

**Section 5. Test Results.** Results of all tests administered pursuant to this Article shall constitute medical information and shall not constitute a public record.

**ARTICLE 53  
TIME CHANGE**

Those employees on duty when daylight savings time begins will be allowed to be on duty an extra hour to ensure a forty (40) hour work week.

Those employees on duty when daylight savings time ends will earn one hour's overtime.

**ARTICLE 54  
USE OF SECURITY/SURVEILLANCE DEVICES**

Any use of security/surveillance devices, audio and/or video, may be used for the protection of the employees, civilians, property or for the monitoring for vandalism.

No AFSCME member will be required to view monitors and/or review any tapes derived from the use of security monitors whereby they would specifically be monitoring and/or reviewing activities of any AFSCME bargaining unit member.

Bargaining unit member employees will, however, be required to view or listen to security/surveillance devices for other purposes.

All employees are to be notified of the location of all security/surveillance devices. A copy will be posted in each department listing the location of said security/surveillance devices.

**ARTICLE 55  
PAYOUT OF VACATION, SICK LEAVE AND COMPENSATORY TIME**

A bargaining unit member, at the time of retirement, may opt to have his/her accumulated compensatory time, vacation time and sick leave sell back paid out in a deferred payment option. Prior to the date the employee is set to retire, the employee will notify the employer of a desire to take a deferred payment option as allowed under this article of the contract. The member taking such option shall receive one-third value of the total payout at the first pay period after retirement. The second payment of one-third the total value of the payout, shall be paid twelve months following the date of retirement. The last payment of one third the total value of the payout shall be paid twenty-four months following the date of the employee's retirement. The City shall provide the employee an IRS 1099 for the second and third installment of the payout and shall withhold the proper taxes for the second and third payout payments. This payout is at the option of the employee. Nothing in this article shall be construed as preventing an employee from taking the payout in a single payment.

**ARTICLE 56  
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 24, 2014, and shall remain in full force and effect until July 23, 2017.
- B. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, or later than forty-five (45) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

**COLLECTIVE BARGAINING AGREEMENT  
CITY OF NEWARK AND AFSCME LOCAL 2963  
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- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make requests and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understanding 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 not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
  
- D. Upon the request of either party and mutual agreement of both parties, the Union and the City may meet to discuss modifications of specific provisions of this Agreement. Additionally the City agrees to meet at such times and places as are mutually convenient with representatives of the Union to discuss mutual concerns regarding safety.

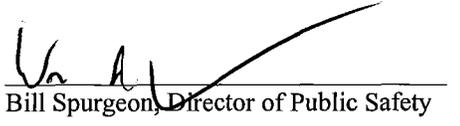
**COLLECTIVE BARGAINING AGREEMENT  
CITY OF NEWARK AND AFSCME LOCAL 2963  
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FOR THE CITY OF NEWARK, OHIO

  
\_\_\_\_\_  
Jeff Hall, Mayor

  
\_\_\_\_\_  
Mike Buskirk, Director of Human Resources

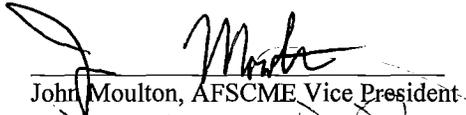
  
\_\_\_\_\_  
David Rhodes, Director of Public Service

  
\_\_\_\_\_  
Bill Spurgeon, Director of Public Safety

8/14/14  
Date

FOR AFSCME LOCAL 2963 AND  
OHIO COUNCIL 8, AFL-CIO

  
\_\_\_\_\_  
Lew Shumaker, AFSCME President

  
\_\_\_\_\_  
John Moulton, AFSCME Vice President

  
\_\_\_\_\_  
William Devore, AFSCME Staff Rep.

**COLLECTIVE BARGAINING AGREEMENT  
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**Appendix A**

**PROMOTIONAL CHART**

<b>DEPARTMENT/LENGTH OF SERVICE</b>	<b>PROMOTED CLASSIFICATION</b>		<b>PAY RANGE</b>
<b>VARIOUS</b>			
DATE OF HIRE	EQUIPMENT OPERATOR IN TRAINING		26 to 28
ONE YEAR AS EQUIPMENT OPERATOR IN TRAINING	EQUIPMENT OPERATOR 1		32
TWO YEARS AS EQUIPMENT OPERATOR 1	EQUIPMENT OPERATOR 2		34
THREE YEARS AS EQUIPMENT OPERATOR 2	EQUIPMENT OPERATOR 3		36
DUE TO VACANCY	CREW LEADER		38
<b>STREET DIVISION</b>			
DATE OF HIRE	AUTOMOTIVE MECHANIC 1/EQUIPMENT OPERATOR		32
TWO YEARS AS AUTOMOTIVE MECHANIC1/EQUIPMENT OPERATOR	AUTOMOTIVE MECHANIC 2/EQUIPMENT OPERATOR		34
THREE YEARS AS AUTOMOTIVE MECHANIC2/EQUIPMENT OPERATOR	AUTOMOTIVE MECHANIC 3/EQUIPMENT OPERATOR		36
VACANCY	SENIOR AUTOMOTIVE MECHANIC/EQUIPMENT OPERATOR		37
<b>DIVISION OF POLICE</b>			
DATE OF HIRE	FORENSIC SCIENTIST		40
TWO YEARS AS FORENSIC SCIENTIST	FORENSIC SCIENTIST		42
DATE OF HIRE	COMM OP 1		29
FOUR YEARS AS COMM OP 1	COMM OP 2		32
<b>BUILDING MAINTENANCE</b>			
DATE OF HIRE	BUILDING MAINTENANCE WORKER IN TRAINING		26-28
ONE YEAR AS BUILDING MAINTENANCE WORKER IN TRAINING	BUILDING MAINTENANCE WORKER 1		32
TWO YEARS AS BUILDING MAINTENANCE WORKER 1	BUILDING MAINTENANCE WORKER 2		34
THREE YEARS AS BUILDING MAINTENANCE WORKER 2	BUILDING MAINTENANCE WORKER 3		36
<b>TRAFFIC CONTROL DIVISION</b>			
DATE OF HIRE	TRAFFIC TECHNICIAN IN TRAINING	NEW HIRE	26 TO 28
		TRANSFER	31
ONE YEAR AS TRAFFIC TECHNICIAN IN TRAINING AND IMSA LEVEL 1 CERTIFICATION IN TRAFFIC SIGNALS	TRAFFIC TECHNICIAN 1		32
TWO YEARS AS TRAFFIC TECHNICIAN 1	TRAFFIC TECHNICIAN 2		34
THREE YEARS AS TRAFFIC TECHNICIAN 2	TRAFFIC TECHNICIAN 3		36
<b>WATER DISTRIBUTION AND SEWER MAINTENANCE UTILITY DIVISION</b>			

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DATE OF HIRE	WATER DISTRIBUTION/SEWER MAINTENANCE UTILITY WORKER IN TRAINING	NEW HIRE	26-28
	WITHOUT LICENSE	TRANSFER	26-28
	WITH LICENSE	TRANSFER	PER CBA
SIX MONTHS AS WATER DISTRIBUTION/SEWER MAINTENANCE UTILITY WORKER IN TRAINING			36

**COLLECTIVE BARGAINING AGREEMENT  
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**Appendix B  
BARGAINING UNIT CLASSIFICATIONS**

<u>CLASSIFICATION</u>	<u>PAY RANGES</u>
ACCOUNT CLERK 1	26 TO 28
ACCOUNT CLERK 2	31
ANIMAL CONTROL OFFICER	29
AUTOMOTIVE MECHANIC 1/EQUIPMENT OPERATOR	30 TO 32
AUTOMOTIVE MECHANIC 2/ EQUIPMENT OPERATOR	34
AUTOMOTIVE MECHANIC 3/ EQUIPMENT OPERATOR	36
SR AUTOMOTIVE MECHANIC/ EQUIPMENT OPERATOR	37
BUILDING INSPECTOR 1	40 TO 42
BUILDING INSPECTOR 2	49
BUILDING INSPECTOR 3	51
BUILDING MAINTENANCE WORKER IN TRAINING	26 TO 28
BUILDING MAINTENANCE WORKER 1	32
BUILDING MAINTENANCE WORKER 2	34
BUILDING MAINTENANCE WORKER 3	36
CLERK TYPIST/SIGN FABRICATOR	29 TO 31
CLERK TYPIST	26 TO 28
COMMUNICATIONS OPERATOR 1	29
COMMUNICATIONS OPERATOR 2	32
CUSTODIAL WORKER	13
CUSTOMER SERVICE REPRESENTATIVE	31
CUSTOMER ACCOUNT REPRESENTATIVE	31
DATA ENTRY CODING SPECIALIST	28
DATA TECHNICIAN	36
DEPUTY TREASURER	31
ELECTRONIC TECHNICIAN	29

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ENGINEERING TECHNICIAN 1	26 TO 28
ENGINEERING TECHNICIAN 2	38
ENGINEERING TECHNICIAN 3	48
EQUIPMENT OPERATOR-IN-TRAINING	26 TO 28
EQUIPMENT OPERATOR 1	32
EQUIPMENT OPERATOR 2	34
EQUIPMENT OPERATOR 3	36
EVIDENCE CUSTODIAN	28
FIRE EQUIPMENT MECHANIC	36
FORENSIC SCIENTIST	40 TO 42
GIS COORDINATOR	48
INDUSTRIAL WASTE INSPECTOR/OPERATOR	36
INSPECTOR, ELECTRICAL	49
INSPECTOR, ZONING	45
LABORATORY TECHNICIAN	42
LINE LOCATION TECHNICIAN	36
OPERATIONS TECHNICIAN	38
PARKING ENFORCEMENT ATTENDANT	25
PARKING METER REPAIR WORKER	36
PAYROLL CLERK	31
PROJECT INSPECTOR, ENGINEERING	26
PROJECT SUPERVISOR, ENGINEERING	45
PUBLIC SAFETY OFFICER	28
REVENUE CLERK 1	28
REVENUE CLERK 2	31
SANITARY SEWER UTILITY WORKER-IN-TRAINING	26 TO 28
SANITARY SEWER UTILITY WORKER	32-36
SANITARY SEWER CREW LEADER	38

**COLLECTIVE BARGAINING AGREEMENT  
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STREET CREW LEADER	38
STORM WATER INSPECTOR 1	40
STORM WATER INSPECTOR 2	45
TRAFFIC CONTROL CREW LEADER	38
TRAFFIC CONTROL TECHNICIAN-IN-TRAINING	26 TO 28
TRAFFIC CONTROL TECHNICIAN 1	32
TRAFFIC CONTROL TECHNICIAN 2	34
TRAFFIC CONTROL TECHNICIAN 3	36
TRAINING/SAFETY COORDINATOR	44
VEHICLE MAINTENANCE WORKER 1	27
VEHICLE MAINTENANCE WORKER 2	32
WASTEWATER TREATMENT PLANT OPERATOR	32-36
WASTEWATER TREATMENT PLANT UTILITY OPERATOR	36
WASTEWATER PLANT MAINTENANCE MECHANIC /OPERATOR	40
WASTEWATER TREATMENT PLANT OPERATOR-IN-TRAINING	26 TO 28
WATER PLANT LAB TECHNICIAN/OPERATOR	40
WATER PLANT MAINTENANCE MECHANIC /OPERATOR	40
WATER TREATMENT PLANT UTILITY OPERATOR	36
WATER DISTRIBUTION UTILITY WORKER-IN-TRAINING	26 TO 28
WATER DISTRIBUTION UTILITY WORKER	32-36
WATER DISTRIBUTION CREW LEADER	38
WATER METER CUSTOMER REPRESENTATIVE	36
WATER METER TECHNICIAN	38
WATER TREATMENT PLANT OPERATOR	32-36
WATER TREATMENT PLANT OPERATOR-IN-TRAINING	26 TO 28

**COLLECTIVE BARGAINING AGREEMENT  
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**Appendix C  
WAGE TABLES**

**COLLECTIVE BARGAINING AGREEMENT  
CITY OF NEWARK AND AFSCME LOCAL 2963  
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**APPENDIX D  
LAYOFF CLASSIFICATION SERIES**

CLASSIFICATION	PAY RANGE	CLASSIFICATION	PAY RANGE
<b>SERIES 1</b>		<b>SERIES 2</b>	
ACCOUNT CLERK 2	31	STREET CREW LEADER	38
CUSTOMER SERVICE REPRESENTATIVE	31	SENIOR AUTO MECHANIC/EQUIP OP	37
CUSTOMER ACCOUNT REPRESENTATIVE	31	AUTO MECHANIC 3/EQUIP OP	36
PAYROLL CLERK	31	FIRE EQUIP MECHANIC	36
DEPUTY TREASURER	31	EQUIPMENT OPERATOR 3	36
CLERK TYPIST	31	AUTO MECHANIC 2/EQUIP OP	34
CLERK TYPIST/SIGN FABRICATOR	31	EQUIPMENT OPERATOR 2	34
DATA ENTRY CODING SPECIALIST	31	AUTO MECHANIC 1/EQUIP OP	32
REVENUE CLERK 2	31	VEHICLE MAINTENANCE WORKER 2	32
EVIDENCE CUSTODIAN	28	EQUIPMENT OPERATOR IT	26 TO 28
ACCOUNT CLERK 1	28	VEHICLE MAINTENANCE WORKER 1	27
REVENUE CLERK 1	28		
PUBLIC SAFETY OFFICER	28		

<b>SERIES 3</b>	
WATER DISTRIBUTION CREW LEADER	38
SANITARY SEWER CREW LEADER	38
WATER DISTRIBUTION UTILITY WORKER	36
SANITARY SEWER UTILITY WORKER	36
LINE LOCATION TECHNICIAN	36
WATER DISTRIBUTION UTILITY WORKER IT	28
SANITARY SEWER UTILITY WORKER IT	28

<b>SERIES 4</b>	
BUILDING MAINTENANCE CREW LEADER	38
BUILDING MAINTENANCE WORKER 3	36
BUILDING MAINTENANCE WORKER 2	34
BUILDING MAINTENANCE WORKER 1	32
BUILDING MAINTENANCE WORKER IT	28
CUSTODIAL WORKER	13

<b>SERIES 5</b>	
COMMUNICATIONS OPERATOR 2	32
COMMUNICATIONS OPERATOR 1	29

**COLLECTIVE BARGAINING AGREEMENT  
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<b>SERIES 6</b>	
GIS COORDINATOR	48
ENGINEERING TECHNICIAN 3	48
PROJECT SUPERVISOR	45
STORMWATER INSPECTOR 2	45
STORMWATER INSPECTOR 1	40
ENGINEERING TECHNICIAN 2	38
DATA TECHNICIAN	36
ENGINEERING TECHNICIAN 1	28

<b>SERIES 7</b>	
WATER/WASTEWATER PLANT MAINT MECH/OP	40
WATER PLANT LAB TECH/OP	40
OPERATIONS TECH/OP	38
WASTEWATER TREATMENT PLANT OP	36
WASTEWATER TREATMENT PLANT UTILITY OP	36
WATER TREATMENT PLANT OP	36
WATER TREATMENT PLANT UTILITY OP	36
INDUSTRIAL WASTE INSPECTOR/OP	36
WASTEWATER TREATMENT PLANT OP IT	26 TO 28
WATER TREATMENT PLANT OP IT	26 TO 28

<b>SERIES 8</b>	
LAB TECHNICIAN (ALL LOCATIONS)	42
FORENSIC SCIENTIST	40 TO 42

<b>SERIES 9</b>	
TRAFFIC CONTROL TECH 3	36
TRAFFIC CONTROL TECH 2	34
TRAFFIC CONTROL TECH 1	32
TRAFFIC CONTROL TECH IT	28

<b>SERIES 10</b>	
WATER METER TECHNICIAN	38
WATER METER CUSTOMER REPRESENTATIVE	36

<b>SERIES 11</b>	
TRAINING/SAFETY COORDINATOR	44

<b>SERIES 12</b>	
PARKING ENFORCEMENT ATTENDANT	25

<b>SERIES 13</b>	
ANIMAL CONTROL OFFICER	29

<b>SERIES 14</b>	
CEMETERY & PARK PROJECT ASSISTANT	40

**COLLECTIVE BARGAINING AGREEMENT  
CITY OF NEWARK AND AFSCME LOCAL 2963  
July 24, 2014 through July 23, 2017**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF NEWARK, OHIO  
AND  
AFSCME LOCAL 2963, OHIO COUNCIL 8**

The parties agree that, although the attached MOU regarding ground maintenance at the Cedar Hill Cemetery has expired, employees who accumulated compensatory time beyond the 280 hour limit, pursuant to this MOU, shall be permitted to maintain such hours in their comp time bank.

**COLLECTIVE BARGAINING AGREEMENT  
CITY OF NEWARK AND AFSCME LOCAL 2963  
July 24, 2014 through July 23, 2017**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF NEWARK, OHIO  
AND  
AFSCME LOCAL 2963, OHIO COUNCIL 8

This memorandum of understanding is entered into by and between the above recognized parties.

Scope: The City has the need for routine ground maintenance to be done at Cedar Hill Cemetery, Division of Parks/Cemetery, beyond what they can normally handle during the spring and summer months. To improve the general appearance of Cedar Hill Cemetery and to provide for adequate maintenance without a significant immediate cost to the City, the City has offered to AFSCME Local 2963 employees the additional work to be performed. At the Parks/Cemetery, this mainly consists of weed eating/grass trimming that is to be done after employees have completed their normal workday, in their respective work areas/departments. In addition, the City may extend the work to include various other City projects as they determine the need. These various other City projects shall only involve work that is not routinely performed by bargaining unit members and shall only be completed after the employee's normal workday. The employee performing the work is to be compensated for the hours worked as compensatory time only (1.5 times the hours worked).

Issue: The current CBA between the parties restricts the amount of compensatory time that an employee can accrue to 280 hours; reference Article 26, Section 5.

Agreement: This agreement shall permit the employees who work weed eating/grass trimming at Cedar Hill Cemetery or work on other various City projects, as defined in the scope above, to accrue compensatory time beyond the 280 hour limit cited in the CBA, Article 26, Section 5 for hours worked at Cedar Hill Cemetery and other various City projects as determined by the City Administration for the year 2013. All other references to compensatory time in the current CBA shall remain unchanged.

**This Memorandum of Understanding no longer is in effect. See previous page.**

**COLLECTIVE BARGAINING AGREEMENT  
CITY OF NEWARK AND AFSCME LOCAL 2963  
July 24, 2014 through July 23, 2017**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF NEWARK  
AND  
AFSCME LOCAL 2963  
AND  
AFSCME OHIO COUNCIL 8, AFL-CIO

- 1) Whenever changes are made to a Job Description by the City, it shall be subject to review by the local president as per the long standing practice in place between the parties.
- 2) The City shall not make changes to job descriptions that are unreasonable and/or unduly restrictive on bargaining unit member's ability to fill vacant positions.