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# **AGREEMENT**

**BETWEEN**

**THE CITY OF KENT**

**and**

**THE AMERICAN FEDERATION  
OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES,  
OHIO COUNCIL 8,  
LOCAL 379, AFL-CIO**

**NOVEMBER 1, 2014 THROUGH OCTOBER 31, 2017**

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**ARTICLE 01  
PREAMBLE**

1.01 This Agreement is hereby entered into by and between the City of Kent, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO, Local 379, hereinafter referred to as the "Union".

1.02 The purpose of the Employer and the Union entering into this Agreement is to set forth their agreement on rates of pay, hours of work, and other terms and conditions of employment so as to promote orderly and peaceful relations. Accordingly, this Agreement constitutes the entire Agreement between the Employer and the Union.

**ARTICLE 02  
RECOGNITION**

2.01 The Employer hereby recognizes Local 379, and Ohio Council #8, of the American Federation of State, County and Municipal Employees (AFL-CIO), as the sole and exclusive bargaining agent and representative for those employees in the Amended Deemed Certified bargaining unit as defined in Paragraph 2.02 for the purpose of collective bargaining in any matters relating to wages, hours and working conditions.

2.02 The Employer recognizes only those classifications included in Appendix "A" as comprising the Union Amended Deemed Certified bargaining unit, and will not recognize any other Union or organization as representing any employee within such classifications. All other classifications are excluded from the bargaining unit.

2.03 When a new job classification is added to the list of classifications presently existing which is similar to those in the bargaining unit, such new classification(s) will automatically be subject to review between the Employer and the Union as to whether such classification(s) belongs in the bargaining unit. In the event of a dispute, said dispute shall be processed in accordance with other provisions of this Agreement. Likewise, when a change is proposed to an existing position description within the bargaining unit, the Employer agrees to consult with the Union at least thirty (30) days prior to the time the change is to take effect.

2.04 The Employer reserves the right to implement merging of divisions or position classes or reassignments of a specific function to another division or department, so long as this does not reduce the size of the bargaining unit except by normal attrition or as provided in Article 16 of this Agreement.

2.05 The parties agree that the classification of Park Maintenance Worker, in the Parks and Recreation Department, is excluded from the bargaining unit. A Park Maintenance Worker shall not work in excess of forty (40) hours in a workweek unless eligible for scheduled overtime that has been declined by AFSCME bargaining unit members. The length of employment for such Park Maintenance Workers will be three (3) 520 hour periods. Any employee who is employed longer than three (3) 520 hour periods will be placed in the bargaining unit position of Seasonal Park Maintenance Worker.

2.06 The parties agree that the classification of Seasonal Park Maintenance Worker, in the Parks & Recreation Department, is included in the bargaining unit, in accordance with the terms and conditions set forth below:

1. The classification shall consist of Four (4) positions. Additional Seasonal Park Maintenance Worker Positions will be permitted if additional Park Maintenance Workers are moved into the Seasonal Park Maintenance Worker Position under terms of Article 2.05.
2. The classification shall be considered to be part of the bargaining unit.
3. The classification shall be authorized to work up to 1040 regular hours per year.
4. The employees in the classification shall contribute to PERS and Medicare as defined by law. The City shall make PERS and Medicare contributions as required by law on behalf of employees in the classification.
5. Other terms and conditions of employment applicable to the classification of Seasonal Park Maintenance Worker shall be defined as follows:

<b>CONTRACT ARTICLE</b>	<b>APPLICATION</b>	<b>NOTE</b>
1 – Preamble	YES	
2 – Recognition	YES	
3 - Management Rights	YES	
4 - Dues Deduction/Fair Share/PEOPLE	YES	2.06.a
5 – No Strike/No Lockout	YES	
6 - Residency	YES	
7 - Non-Discrimination	YES	
8 - Union Rights	YES	
9 - Labor Management Committee	YES	
10 - Waiver in Case of Emergency	YES	
11 - Supervisory/Management Personnel	YES	
12 - Safety and Health	YES	
13 - Probationary Period	YES	2.06.b
14 - Work Rules	YES	
15 - Seniority	NO	
16 - Lay-Off and Recall	NO	
17 - Transfers and Work Assignments	NO	
18 - Vacancies and Job Postings	NO	
19 - Hours of Work	NO	2.06.c
20 - Hazardous Weather, Reporting & Call-Back	NO	

21 - Equalization of Overtime	NO	
22 - Sick Leave	YES	2.06.d
23 - Personal Leave	NO	
24 - Physical Fitness Incentive	NO	
25 - Substance Abuse Program	NO	
26 - Employee Assistance Program	NO	
27 - Injury Leave	YES	
28 - Funeral Leave	YES	
29 - Absent Without Leave	YES	
30 - Jury Duty	YES	
31 - Fraudulently Obtaining Payment	YES	
32 - Vacation	NO	
33 - Holidays	YES	2.06.e
34 - Union Leave	NO	
35 - Group Insurance	NO	
36 - Wage Rates	NO	2.06.f
37 - Longevity Benefits	NO	
38 - Uniforms and Shoe Allowances	NO	
39 - Shift Differential	NO	
40 - Contracting Out	YES	
41 - Obligation to Negotiate	YES	
42 - Total Agreement	YES	
43 - Severability	YES	
44 - Gender and Plural	YES	
45 - Successors	YES	
46 - Commercial Drivers License	NO	
47 - Continuing Education	NO	
48 - Ohio AFSCME Legal Services	NO	
49 - Discipline	YES	
50 - Grievance Procedure	YES	
51 - Arbitration Procedure	YES	
52 - Duration	YES	
53 - Execution	YES	

2.06.a Union to certify to the City the deduction amount and date(s) to commence and/or cease deductions.

2.06.b Probationary period will apply and employee will be considered “permanent” unless

the employee fails to respond or elects not to return to work within 10 days after receiving notice from City prior to commencement of next season's work schedule. In this case, City will draw from the eligibility list compiled for the 13-week "Park Maintenance Worker" classification. The probationary period shall be suspended while an employee in this classification is not assigned or scheduled to work (inactive status) and shall resume at the same point when the employee is called back to work.

2.06.c Will follow FLSA guidelines regarding paying time and one-half for hours worked over 40 in a week. Overtime will be offered only after declined by regular full-time employees in P&R.

2.06.d Sick leave provisions will apply with the exception of Sections 22.13 and 22.14 which shall apply to the classification.

2.06.e Will receive paid holidays that occur during the months of scheduled work, plus one (1) floating holiday per employee, which will be credited to the employee after 60 calendar days. Floater must be used during the season earned and shall not carry forward to subsequent seasons of work.

2.06.f The wage rates and steps shall apply to the Seasonal Park Maintenance Worker classification as outlined in EXHIBITS A, B, and C of this Agreement. Initial placement of any employee into a step will be done at the discretion of the Department Director. An employee who works one season and returns to work the following season will be placed in the next higher step upon return to work.

2.07 The parties agree that the classification of Engineering Aid I, in the Service Department, is included in the bargaining unit, in accordance with the terms and conditions set forth below:

1. The classification shall consist of One (1) position.
2. The classification shall be considered to be part of the bargaining unit.
3. The classification shall be authorized to work up to 1,248 regular hours per year.
4. The employee in the classification shall contribute to PERS and Medicare as defined by law. The City shall make PERS and Medicare contributions as required by law on behalf of employee in the classification.
5. Other terms and conditions of employment applicable to the classification of Engineering Aid I shall be defined as follows:

CONTRACT ARTICLE	APPLICATION	NOTE
1 – Preamble	YES	
2 – Recognition	YES	
3 - Management Rights	YES	

4 - Dues Deduction/Fair Share/PEOPLE	YES	2.07.a
5 - No Strike/No Lockout	YES	
6 - Residency	YES	
7 - Non-Discrimination	YES	
8 - Union Rights	YES	
9 - Labor Management Committee	YES	
10 - Waiver in Case of Emergency	YES	
11 - Supervisory/Management Personnel	YES	
12 - Safety and Health	YES	
13 - Probationary Period	YES	2.07.b
14 - Work Rules	YES	
15 - Seniority	NO	
16 - Lay-Off and Recall	NO	
17 - Transfers and Work Assignments	NO	
18 - Vacancies and Job Postings	NO	2.07.c
19 - Hours of Work	NO	2.07.d
20 - Hazardous Weather, Reporting & Call-Back	NO	
21 - Equalization of Overtime	NO	
22 - Sick Leave	YES	2.07.e
23 - Personal Leave	NO	
24 - Physical Fitness Incentive	NO	
25 - Substance Abuse Program	NO	
26 - Employee Assistance Program	NO	
27 - Injury Leave	YES	2.07.f
28 - Funeral Leave	YES	
29 - Absent Without Leave	YES	
30 - Jury Duty	YES	2.07.g
31 - Fraudulently Obtaining Payment	YES	
32 - Vacation	NO	
33 - Holidays	YES	2.07.h
34 - Union Leave	NO	
35 - Group Insurance	NO	
36 - Wage Rates	YES	2.07.i
37 - Longevity Benefits	YES	2.07.j
38 - Uniforms and Shoe Allowances	NO	
39 - Shift Differential	NO	
40 - Contracting Out	YES	

41 - Obligation to Negotiate	YES	
42 - Total Agreement	YES	
43 - Severability	YES	
44 - Gender and Plural	YES	
45 - Successors	YES	
46 - Commercial Drivers License	NO	
47 - Continuing Education	NO	
48 - Ohio AFSCME Legal Services	NO	
49 - Discipline	YES	
50 - Grievance Procedure	YES	
51 - Arbitration Procedure	YES	
52 - Duration	YES	
53 - Execution	YES	

2.07.a Union to certify to the City the deduction amount and date(s) to commence and/or cease deductions.

2.07.b Probationary period will apply to any newly hired employee per Article 13.

2.07.c Engineering Aid I shall have the opportunity to bid on a full-time position in the Service Department when there are no full-time bargaining unit members who bid on the position. The Engineering Aid I accepted in a full time position by the bid process shall follow the requirements of Article 18.05. In the event that the City elects to return Hallie Pirro (Stone) to full time status she shall have first right of refusal to the full-time position.

2.07.d The Engineering Aid I position shall be defined as part-time and shall work the hours and schedule determined by their immediate supervisor, but shall not exceed twenty-four (24) hours per week. The position shall be entitled only to the required benefits of sick leave, PERS and Medicare contributions on their behalf by the City and said employee positions shall be entitled to no other fringe benefits from the City. This position will work a maximum of 24-hours per week and as such will not be eligible for payment for time and one-half.

2.07.e Sick leave provisions will apply with the exception of Sections 22.13 (retirement cash payment) and 22.14 (year's end cash benefit).

2.07.f Article 27 benefit shall not exceed 24-hours per week.

2.07.g Article 30 benefit shall not exceed 24-hours per week.

2.07.h Will receive paid holidays per Article 33.02.

2.07.i The wage rates and steps shall apply to the Engineering Aid I classification as outlined in EXHIBITS A, B, and C of this Agreement. Initial placement of any employee

into a step will be done at the discretion of the Department Director. Step wage rate increases shall be provided per Article 36.02.

2.07.j Will receive Longevity Benefits per Article 37.04.

### **ARTICLE 03 MANAGEMENT RIGHTS**

3.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 15) terminate or eliminate all or any part of its work or facilities.

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

### **ARTICLE 04 DUES DEDUCTIONS/FAIR SHARE FEE/P.E.O.P.L.E. CHECK-OFF**

4.01 The Employer agrees to deduct regular bi-weekly Union dues, initiation fees and assessments from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

4.02 Effective sixty-one (61) days from execution of this Agreement, all employees who do not become members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

4.03 The fair share fee shall be in an amount certified to the Employer by the Union. The deduction of the fair share fee from the employee's paycheck shall be automatic and does not

require the written authorization from the employee. Payment to the Union of the fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein.

4.04 The Employer agrees to supply the Union with an alphabetized list of those employees for whom deductions have been made, with a copy forwarded to the Ohio Council 8, Akron Regional Office.

4.05 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

4.06 The Employer shall continue to offer payroll deductions for a credit union and such other deductions as the Employer may voluntarily agree to provide.

4.07 The Employer shall provide the local Union President with a list of all new hires within the bargaining unit showing name, address, title, rate of pay and the department or division employed.

4.08 The City will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this Agreement on a monthly basis upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

- a) An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and
- b) The City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit; and
- c) The contribution amount shall be certified to the City by the Union. The Union shall provide the City with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the provisions of Section 4.04 of this Agreement. This transmittal shall be accompanied by an alphabetical list of all employees whom deductions have been made and the names of employees for whom deductions have been terminated and the reason for termination.

All P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions.

4.09 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

**ARTICLE 05  
NO STRIKE/NO LOCKOUT**

5.01 It is understood and agreed that the services performed by employees covered by this Agreement are essential to the public health, safety, and welfare. The Union, therefore, agrees that it will not authorize, or engage in any strike, work stoppage, at any time, which will interrupt or interfere with the Employer's operations. No employee shall cause or take part in any strike, work stoppage, slow down, or other action, which interrupts or interferes with the Employer's operations. In the event of a violation of this Article, the Union agrees to take all steps necessary (within their power) with the employees concerned, to bring about an immediate resumption of normal work.

5.02 The Employer will not engage in any lockout of employees covered by this Agreement during the term of this Agreement.

5.03 In the event that an employee's duties would require him or her to enter upon any property involved in a primary labor dispute, other than one between the Employer and any of its employees, the Employer and Union shall meet immediately in order to discuss the manner in which public services shall be maintained.

5.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for disciplinary action.

**ARTICLE 06  
RESIDENCY**

6.01 All employees shall not have a residency requirement as a condition of employment except as provided for by Ohio Revised Code.

**ARTICLE 07  
NON-DISCRIMINATION**

7.01 In accordance with applicable laws and regulations, both the Employer and the Union agree not to discriminate against any bargaining unit employee(s) on the basis of race, color, creed, national origin, age, sex, religion, military status, disability or handicap. However, no dispute or controversy arising under this Section 7.01 shall be grievable pursuant to the grievance and arbitration article of this Agreement to the extent any applicable law or regulation provides an avenue of relief available to the affected employee.

7.02 The Employer recognizes the right of all eligible employees to be free to belong to the Union and to participate in lawful concerted Union activities. Therefore, the Employer agrees that

there shall be no discrimination, interference, restraint, coercion or reprisal by the Employer against any employee because of Union membership or because of lawful activity of any member acting in an official capacity on behalf of the Union.

7.03 The Union shall share equally with the Employer the responsibility for applying this Article and both parties shall work to promote equal employment opportunity for all bargaining unit members.

7.04 During the process to identify a reasonable accommodation, the employee has the right to have Union representation, if he/she so chooses. The Employer will notify the Union in writing in advance of any reasonable accommodation it proposes to make for the employee if such accommodation would alter current work duties for other bargaining unit employees or impact their terms and conditions of employment. No individual's confidential medical information will be disclosed unless authorized by the employee requesting the accommodation. If the Union wants to discuss the proposed accommodation, it will give the Employer a written request for a meeting to discuss the matter within five (5) working days of receipt of the notice. In such case, a meeting will be promptly scheduled prior to implementation of the accommodation.

## **ARTICLE 08 UNION RIGHTS**

8.01 Upon the employee's request, the appropriate Union representative may represent said employees when requested by such employee in grievances in accordance with the grievance procedure outlined in this Agreement. Where an employee has initiated a grievance and does not elect to be represented by the Union, the Union shall have a right to be present at all formal discussions between the Employee and the Employer concerning the grievance. All grievances presented under such circumstances shall be resolved consistent with the terms and conditions of this Agreement.

8.02 A steward or the appropriate Union officer shall have a right to represent the Employee when disciplinary penalties are imposed. Stewards and Union officers may also attend other meetings upon request of management. Union representatives shall have the right to represent employees when such representation is needed at meetings or on matters concerning safety and health, pursuant to and consistent with the aims and provisions of the Agreement. The maximum number of employee Union representatives permitted to attend meetings defined in this section shall be two. The number of Union representatives permitted at grievance meetings is separately addressed in Article 50.

8.03 Solicitation of membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned.

8.04 When, pursuant to this Agreement or as may be mutually agreed between the parties to this Agreement, union representatives who participate in negotiations with the Employer shall be paid for not more than thirty (30) hours per person per month for time lost (if any) from their regular work hours. A maximum of four (4) such Union representatives in addition to the Union President and Staff representative may be designated by the Union.

8.05 The Staff Representative and the President of the Union, or written designee, may consult with employees in the work area before the start of and at the completion of the day's work and during working hours upon advance approval of the Division Head, which shall not be arbitrarily denied. They shall have access to work areas only when authorized by the Administration at reasonable times and only for the purpose of adjusting grievances, assisting in the settlement of disputes, or carrying into effect the provisions and aims of this Agreement. This right is extended subject to the understanding that such access will not interfere with work assignments.

8.06 It is understood that the rights listed above do not authorize "Union" officials to be absent from their jobs without proper authorization pursuant to the terms of this Article.

8.07 Employer bulletin boards may be used by the Union, but only for the following notices, approved by the Union and submitted to the Employer at the time of posting:

1. Union meetings, newspapers, periodicals and newsletters;
2. Union nominations and elections;
3. Recreational and social affairs of the Union;
4. Reports of Union committees; and
5. Rulings or policies of the International Union, Ohio Council No. 8, or Local 379, AFSCME, AFL-CIO.

Notices shall not contain anything political or anything reflecting upon the Employer, or on its employees, or any labor organization among its employees.

## **ARTICLE 09 LABOR-MANAGEMENT COMMITTEE**

9.01 The parties recognize that certain subjects may not be appropriate for formal negotiations and in the interest of sound Labor-Management relations the Union may wish to present its views on such subjects so that such views may be considered by the Administration. For this purpose, a Labor-Management Committee shall be established. The Committee shall consist of the City Manager or his designee, the Service Director, and two (2) employees of the Employer designated by the Union. Committee meetings shall be scheduled at least quarterly by the City Manager or his designee at reasonable, mutually convenient times, and shall be closed to the public. It is not the intent of the parties that Labor-Management Committee meetings be used to bypass the normal

chain of command, and the Union is expected to attempt to work out matters with lower level supervisors before raising them at Labor-Management Committee meetings.

## **ARTICLE 10 WAIVER IN CASE OF EMERGENCY**

10.01 In cases of circumstances beyond the control of the Employer, such as acts of God, riot, flood, and civil disorder, the following conditions of this Agreement shall be automatically suspended:

- (a) Time limits for management replies on grievances;
- (b) Limitations on distribution of work assignments;
- (c) Limitations on distribution of overtime.

10.02 In addition and notwithstanding other Articles of this Agreement, the Employer reserves the right during any such emergency (to wit: Acts of God, riots, flood, civil disorders) to assign employees work without regard to their employment classification. No assignment of employees shall be made which will require employees to undertake duties more hazardous than those normally encountered in the performance of their job classification.

10.03 Upon termination of the emergency as determined by the Employer, should valid grievances exist, they shall be processed in accordance with provisions outlined in the Grievance Procedure as stated herein.

## **ARTICLE 11 SUPERVISORY/MANAGEMENT PERSONNEL**

11.01 Supervisory-Management employees excluded from this Agreement shall not be assigned or scheduled to perform Bargaining Unit work except under the following conditions:

- (A) In emergencies, when regular employees are not immediately available. However, Bargaining employees shall be assigned to do the work as soon as possible from the start of the emergency.
- (B) To instruct or to train employees.

11.02 The vacation schedules of supervisory and management employees shall not interfere with the vacation scheduling rights of bargaining unit employees.

## **ARTICLE 12 SAFETY AND HEALTH**

12.01 Safety is a mutual concern to the Employer and the Union. The Union will cooperate with the Employer in encouraging employees to observe all safety rules and practices necessary to maintain a safe and healthful workplace. Safety violations shall be grounds for reasonable disciplinary action.

12.02 The Employer shall make every reasonable effort to comply with Federal, State or local Safety and Health laws, rules and regulations.

12.03 Where personal protective equipment is needed to protect employees from injury or work that may affect the health of employees, then personal protective equipment shall be provided by the Employer.

12.04 First aid kits shall be made available in all work areas and easily accessible to all work sites. All Employer vehicles shall carry first aid kits in their cabs or other accessible locations.

12.05 There shall be an Employer-wide inspection for minimum health and safety practices and standards of all Employer facilities every six (6) months, or as the need dictates, with the participation of the Union members of the Labor-Management Committee and division or section steward, without loss of pay. Moreover, the Employer shall maintain all of its Service Department equipment in safe, reliable working order and shall provide for the inspection of same by competent outside parties in the presence of a Union representative if the Union requests same. Should the Employer fail to comply with this requirement or should a piece of equipment be found to be unsafe, no employee may be subjected to disciplinary action for failure or refusal to use or operate such equipment or for failure or refusal to perform a work assignment when the use of such equipment is necessary thereto.

12.06 All employees shall promptly report in writing any unsafe conditions to their supervisors. If an employee believes a job and/or vehicle is hazardous to his/her health and safety, or the health and safety of other employees or the public, he/she may request that his/her Union representative be called to discuss the matter with his/her immediate supervisor. The Employer shall promptly call the representative to attempt to resolve the matter. After inspection of the equipment or condition and discussion with the employee and his/her Union representative, the Employer shall decide whether to take the equipment out of service or to correct other reportedly unsafe conditions.

12.07 All employees who are injured or who are involved in an accident during the course of their employment, shall file an accident report on a form furnished by the Employer. No matter how slight the incident, all injuries shall be reported to the employee's immediate supervisor and any necessary medical attention shall be arranged by the Employer. The supervisor shall provide assistance to employees in filling out all necessary forms when requested. The employee shall be furnished a copy of any and all accident reports filed by the employee.

12.08 Any medical examinations required by the Employer shall be performed at no cost to the employee, and the Employer shall receive a copy of the medical report.

### **ARTICLE 13 PROBATIONARY PERIOD**

13.01 All newly hired employees will be required to serve a probationary period of one hundred eighty (180) calendar days. During said period the Employer shall have the right to discipline or discharge such employee/s and any such action shall not be appealable through any grievance or arbitration procedure herein contained or to any civil service commission. Employees shall have no seniority during such probationary periods. However, upon completion of the probationary period, seniority shall start from date of hire.

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

### **ARTICLE 14 WORK RULES**

14.01 The Employer reserves the right to make reasonable work rules, or to retain or modify such rules, and to retain, eliminate and revise its "Employee Handbook" provided that no rules and no section of the "Employee Handbook" shall conflict with the express terms and conditions of this Agreement.

14.02 New and revised work rules shall be posted on all Employer bulletin boards for ten (10) working days before becoming effective, with a copy forwarded to the Union President or his designee, either before or on the first (1st) day of any such posting. Work rules that any employee or the Union believes are unreasonable, or conflict with the terms and conditions of this Agreement may be processed through the Grievance Procedure beginning at the source of origination.

14.03 Work rules shall be as uniformly applied and enforced as practicable.

14.04 During snow plowing operations, the Employer shall determine when it is necessary, as a measure of safety, to have a safety rider in a snowplow truck. When necessary for the truck to back up, it shall be the responsibility of the safety rider, if one is present, to depart the cab and direct the driver in backing the snowplow truck in a safe manner. Failure to comply with this section shall make both the safety rider and the driver of the vehicle subject to discipline. At any time when an Employee is operating a plow truck without a safety rider and the Employee identifies a situation causing the operation of said vehicle to be at a level of risk for accident higher than would normally be expected then said Employee shall call for assistance to help direct the vehicle operator so as to

prevent a motor vehicle accident; said Employee calling for assistance shall wait for the arrival of assistance before moving the vehicle.

14.05 Except for the following areas, it is understood and agreed that all past practices and standards shall be null and void unless specifically re-adopted by the terms of this Agreement.

- a) At the Water Treatment Plant, the Employer agrees to maintain at least two (2) employees (double coverage) whenever the work being performed necessitates in order to perform the work safely. Such double coverage shall be implemented at the discretion of the Plant Manager or designee.
- b) At the Water Reclamation Facility, the Employer agrees to normally maintain at least two (2) employees (double coverage) per shift. However, when this normal staffing level is decreased to one employee, due to an employee's use of sick leave, funeral leave, single day vacation, unpaid leave, compensatory time, or floating holiday, the use of double coverage shall be at the discretion of the Plant Manager or designee. In this instance, the single employee on the shift shall be responsible for daily rounds. Single coverage staffing shall not exceed two (2) consecutive days per occurrence. Labor-Management Committee will meet periodically to discuss any safety concerns.

## **ARTICLE 15 SENIORITY**

15.01 Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment within the bargaining unit. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, which will be added to his total length of continuous employment.

15.02 An employee's seniority shall be terminated when one or more of the following occur:

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid off for a period of time in excess of that provided in Article 16.07;
- d) He retires;
- e) He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) He refuses a recall or fails to report to work within ten (10) calendar days from the

date the Employee receives the recall notice pursuant to the Layoff and Recall provisions of this Agreement.

15.03 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

15.04 An employee who is unable to work because of a service connected disability or injury, or who is on official leave status, shall continue to accumulate seniority during such periods. Medical evidence may be required for injury and service-connected disabilities.

15.05 Any employee who is promoted or transferred to a job outside of the bargaining unit shall retain such seniority as is provided in this Agreement, but not accumulate additional seniority after the date of said promotion or transfer. If the Employer, through a promotion or demotion, returns an employee to a job within the bargaining unit, such employee will be restored to the seniority list with seniority determined according to this Article.

15.06 Any employee hired directly into a job outside the bargaining unit and/or an incumbent employee who is in a position outside the bargaining unit as of the effective date of this Agreement, shall not be entitled to seniority preference or provisions of seniority under any section of this Article, but shall instead be placed at the bottom of any seniority list for his or her bargaining unit classification.

15.07 Seniority shall be brought up-to-date by the Employer each year as of January 1st with written copy forwarded to the Union president showing the employee's name, title, classification/step, rate of pay, and date of hire, department or division working in, and in order of seniority.

## **ARTICLE 16 LAY-OFF AND RECALL**

16.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions hereinafter set forth.

16.02 Employees within the affected job classification shall be laid off according to seniority with the least senior being laid off first, providing that all students, non-profit groups (e.g. Academic Youth Sports Institute), temporary, part-time, seasonal and probationary employees within the affected job classifications, within the affected division, are laid off first in the above respective order. "Division" shall mean the respective divisions within the Service Department (e.g. Water, Water Reclamation and Central Maintenance) or the various Departments in City Hall.

16.03 Employee(s) who are laid off from one job classification may displace (bump) another employee(s) with lesser seniority in an equal or lower rated job classification within the classification series, within the employee's Division. There are two circumstances under which an employee may displace (bump) another employee with lesser seniority who is not within the same classification series and within the employee's Division:

- a) the employee may displace (bump) into a classification that he/she previously held with the Employer; or
- b) the employee may displace (bump) into a classification for which the employee possesses the minimum pre-qualification requirements specified in Article 18.09.

16.04 Employee(s) who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated job classification pursuant to the provisions of Paragraph 16.03, above.

16.05 In all cases where one employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) is subject to the conditions that he is qualified for the position and able to fully and efficiently perform the functions and duties of the position into which he is attempting to displace (bump) following a brief orientation period not to exceed five (5) working days. The Employer reserves the right to disqualify an employee from the classification into which the employee has bumped at any time during the first thirty (30) days based on unsatisfactory or inefficient performance. The employee may challenge such disqualification under the grievance and arbitration procedure to determine whether such disqualification was arbitrary or capricious.

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

16.07 Recalls shall be in the inverse order of lay-off. From the date of his/her layoff, a laid off employee shall retain his right to recall for a period of time equal to the employee's seniority as defined in Article 15.01 of this Agreement, subject to a maximum of sixty (60) months. To be eligible for recall, the employee must possess at the time of recall all licensing and certification requirements for the classification and must possess the minimum pre-qualification requirements specified in Article 18.09, unless such employee did not meet the pre-qualification requirements at the time of his/her layoff. Notice of recall shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within ten (10) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

16.08 Employees scheduled for lay-off shall be given a minimum of fourteen (14) days advance notice of lay-off.

16.09 An employee who has been given the opportunity, and has refused to bump into the same classification or into a lower rated classification shall be laid off and will not be recalled to such a classification should one become available during the recall period. In the event an employee refuses recall to a classification within his Division, such employee shall lose recall rights from the original classification.

16.10 An employee affected by bumping shall have the option of bumping rights and "Notice of Bumping" against employees in the same classification with less seniority, and then to a lower rated classification within the classification series and rate of pay in the event bumping in the same classification is not available. To exercise an employee's bumping rights, the employee must give notice by using the "Notice of Bumping" Form identified as Exhibit "D".

16.11 The recalled employee shall have up to ten (10) calendar days following receipt of the recall notice to notify the Administration of his intentions to return to work and report for duty, unless a different date for return to work is otherwise specified in the notice beyond the ten (10) calendar days. In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning or giving notice within the time limit above, the Administration may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precluded an employee from returning to work within the time limits above (including extension), such employee shall be bypassed for recall, but shall remain on the recall list.

16.12 Recall lists shall be kept by the Employer with the Union President being furnished a copy of the recall list(s).

16.13 Employees who are placed on layoff or volunteer for layoff may request to receive payment for earned but not used vacation benefits. If the employee utilizes such option the Employer will make payment in the pay period following the period in which the request is made.

16.14 When the Employer elects to reduce the work force by layoff or position abolishment and one or more employees in the affected classification(s) desire to be placed on voluntary layoff, regardless of their seniority status, layoff shall be granted under the following situations:

- a) The volunteer(s) with the most seniority shall be laid off first;
- b) Employee(s) who are placed on voluntary layoff may not displace employees in any other classification;
- c) Employee(s) who are placed on voluntary layoff may only be recalled to vacancies which occur in the classification from which they were laid off;

- d) The Employer shall not challenge an employee's unemployment compensation claim because of taking a voluntary lay-off.

16.15 The Employer shall not hire or promote any employee into any classification or job subject to a standing recall list for the purpose of avoiding a recall pursuant to these provisions.

16.16 For the purpose of this Article, the lay off classification series are as contained in Appendix B.

## **ARTICLE 17 TRANSFERS AND WORK ASSIGNMENTS**

17.01 For the purpose of this Article the following definitions shall apply:

- (a) A transfer is the movement of any employee from one classification to another classification without promotion; and
- (b) A work assignment is the work to be performed by an employee within the job description of the employee's classification.

17.02 The Employer may temporarily assign employees to work out of classification. Temporary assignments may be made from one classification to another classification within the bargaining unit. Such temporary assignments shall not normally exceed 90 consecutive calendar days. The Employer shall advise the Union when a temporary assignment is made and in the event that any assignment is expected to exceed 90 calendar days.

17.03 An employee who is temporarily assigned to work in a higher paying classification shall receive a 5% wage increase above their current hourly wage rate, not to exceed the maximum wage rate in the higher paying classification, for the hours worked during the temporary assignment. An employee who is temporarily assigned to work in a lower paying classification shall continue to receive their current wage rate.

17.04 Employees shall have the right to apply for a transfer from one department or division to another where a vacancy occurs by applying pursuant to the Vacancy and Job Posting Procedure.

17.05 Transfers resulting in a higher rate of pay, or otherwise, shall not be deemed a promotion.

**ARTICLE 18**  
**VACANCIES AND JOB POSTINGS**

18.01 Whenever a job vacancy or vacancies occur in a position within the bargaining unit and the Employer intends to fill the vacancy(s), the Employer shall post a notice of such vacancy(s) on all Employer/Union bulletin boards. Said posting notice shall remain posted for a period of five (5) working days. The notice shall contain the job title of the vacancy(s), a brief job description and qualifications, rate of pay, the date of the posting and the bid deadline.

18.02 Any employee wishing to apply for the posted vacancy must submit his application in writing to the City Manager or his designee by the end of the posting period in order to be considered for the position. The written application form is attached hereto as Exhibit "E". Employees who anticipate that a job posting and vacancy(s) may occur during their vacation, sick leave, or other authorized leave of absence may submit an application for such position prior to commencing such leave. Such application shall expire and be invalid upon completion of the leave in the event no posting was posted during such leave.

18.03 If more than one (1) qualified employee, as reasonably determined by the Employer, applies for a vacancy, the vacancy, shall be awarded to the employee who has the highest degree of qualifications, skill, experience and ability to perform the work in question, through the use of a promotional examination or as otherwise reasonably determined by the Employer. If the qualifications, skill, experience and ability of the two (2) or more qualified applicants are substantially equal as reasonably determined by the Employer, seniority shall govern.

- a) When the Employer uses a promotional examination, which includes a practical skills test, the results of the practical skills test will be either pass or fail. Practical skills tests are those tests the Employer may utilize to determine if an employee has the minimum skill level and/or ability to operate equipment, build, fabricate, repair, etc., through the actual demonstration of those skills. The Employer will give advance written notice of the equipment, functions or skills to be tested.
- b) The use of a written promotional examination will be graded based upon the percentage of correct answers. Applicants will receive one-half percentage point per year of seniority before being ranked based on their scores on the written promotional examination.
- c) The Employer, at its reasonable discretion, may formulate a promotional test using any combination of a practical skills test, a written test, and/or an interview. Any employee candidate who fails to pass any part of the test is ineligible for the current promotion.

- d) When the Employer decides to use a written promotional examination, it will give advance written notice of the general subject areas to be included on the written examination. The written promotional examination will be designed to measure a candidate's suitability for the position sought. Challenges to the testing process shall be resolved through the contractual grievance procedure.

18.04 The effective date of the promotion or transfer shall, if filled, be as soon as possible, but no later than thirty (30) days after the selection has been made. When the selection has been made, the Employer will notify all applicants and the Union President, or his designee, of the selection.

18.05 An employee who is awarded a new job title shall be required to satisfactorily complete a thirty (30) day promotional probationary period. If mutually agreed to in writing by both parties, the promotional probationary period may be waived. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work reasonably meets the standards applicable to the job. If, during the probationary period, it is determined by the Employer, at its reasonable discretion, that the employee(s) cannot satisfactorily perform the new job, he will be returned to his previously held position at the appropriate rate of pay, except, that reasons which would subject an employee to discharge as specified in the Disciplinary article shall also prohibit reinstatement to his former classification position.

18.06 The term promotion, for purposes of this Article, shall mean the act of placing an employee in a classification within the bargaining unit, which carries a higher pay range than previously held. An employee who is promoted in accordance with the terms of this Article, shall be placed in the step of the new classification that provides a minimum 5% increase in pay above their current hourly wage rate, unless the increase is to the top step.

18.07 If no applications are received, or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit. Seasonal Laborers shall have the opportunity to bid on a full-time Laborer position in the Parks and Recreation Department. The Parks and Recreation Director shall have the discretion to promote any Seasonal Laborer currently employed by the Parks and Recreation Department when there are no full-time bargaining unit members who bid on the position, provided such decision is not arbitrary or capricious.

18.08 No employee shall be eligible for promotion or transfer under these provisions, who has not satisfactorily completed the required probationary period for his existing position.

18.09 Bargaining unit employees may apply for certain classifications under this Article 18 or displace (bump) into such classifications pursuant to Article 16 only if they possess at least the minimum specified pre-qualifications set forth below. The Employer will require the same pre-

qualifications for any external applicant for the same classification. The Employer shall pay the cost of the training course to attain the required prerequisite certificates for any bargaining unit employee who successfully completes the requirements of a license and/or certification. When bargaining unit employees apply for a posted vacancy having completed the pre-qualification requirements, selection of the successful applicant will be based on Article 18.03.

- a) Central Maintenance Division – The Central Maintenance Chief Operator and Central Maintenance Repair Operator classifications shall require as minimum an Ohio EPA Class I Water Distribution Certificate, and/or an Ohio EPA Class I Collection System Certificate. The Employer shall also consider an Ohio EPA Class I Water Distribution and/or an Ohio EPA Class I Collection System Operator in Training status as meeting these pre-qualification requirements so long as the requirements of 18.11 and 18.12 below are also met. In addition to the Ohio EPA Certificate opportunities, the Ohio LTAP Road Scholar II shall be considered equivalent for prequalification for Chief Operator and Repair Operator classifications. No “License” pay shall be received for an Ohio LTAP Road Scholar Certificate.
- b) Water Reclamation Division – The Waste Water Plant Operator classification shall require at minimum an Ohio EPA Class I Wastewater Works Certificate. The Employer shall also consider an Ohio EPA Class I Wastewater Works Operator in Training status as meeting these pre-qualification requirements so long as the requirements of 18.11 and 18.12 below are also met. The Water Reclamation Division - Chief Operator Waste Water Plant classification shall require an Ohio EPA Class III Wastewater Works Operator Certification. The Water Reclamation Division - Chief Operator Waste Water Plant classification shall work with the Division Manager per the requirements of 18.11 and 18.12 below and willing to obtain an Ohio EPA Class IV Wastewater Works Operator Certification within four years after accepting the position.
- c) Water Treatment Division – The Water Plant Operator position shall require an Ohio EPA Class I Water Supply Certification. The Employer shall also consider an Ohio EPA Class I Water Supply Operator in Training status as meeting these pre-qualification requirements so long as the requirements of Paragraph 18.11 and 18.12 below are also met. The Water Treatment Division - Chief Operator Water Plant classification shall require an Ohio EPA Class III Operator Water Supply Certification.
- d) All employees receiving minimum certification are encouraged to pursue other certifications not previously attained.

For this Article “Operating In Training” status shall mean that the applicant has provided

documentation acceptable to the Employer that the applicant has successfully completed (passed) an Ohio EPA certification examination that meets the requirements of the job vacancy.

18.10 The Employer and Union agree that job advancement opportunity shall be offered in the following format and sequence:

- a) Positions which have pre-qualification requirements shall be offered first to Union employees that meet or exceed the pre-qualification requirements by posting a job vacancy notice as per Agreement Article 18, as amended herein.
- b) In the event that no Union employee(s) meet or exceed the pre-qualifications the City shall request a list of applicants from the Kent Civil Service Commission who must also meet or exceed the same pre-qualifications requirements applied to Union employees.
- c) In the event that no candidate from Kent Civil Service Commission meets pre-qualification requirements the City shall repost the job vacancy notice to all Union employees with less stringent pre-qualification requirements, as determined by the Employer in consultation with the Union.
- d) In the event that no Union employee applies for and is successfully considered per the requirements of City-AFSCME Agreement Article 18 the City shall return to the list of applicants from Kent Civil Service Commission who must also meet or exceed the same less stringent pre-qualifications applied to Union employees.

18.11 Any Union employee who has advanced to a position that requires pre-qualification, but has not yet attained the required pre-qualifications is required to enter into an agreement with their respective Division Manager in consultation with the Union. Said agreement shall include a specific schedule of training, certification testing and goals. Said agreement shall be reviewed between the employee and the Division Manager on a quarterly basis and the employee shall correct any issues identified by the Division Manager. Any non pre-qualified employee who fails to meet the terms of the agreement shall be reassigned to the next available full time job vacancy for which the employee meets all pre-qualification requirements.

18.12 An employee that has entered into an agreement (as outlined in 18.11 above) shall continue their attempt at successful completion of the pre-qualification requirements at every available opportunity as outlined in the agreement. Should (1) any employee choose to discontinue efforts to successfully complete the pre-qualifications requirements or (2) after a period of two years the employee is unsuccessful at completion of the pre-qualification requirements the employee shall be reassigned to the next available full time job vacancy for which the employee meets all pre-qualifications requirements or in the event the Employee previously held a part time position then said Employee may be returned to a part time position for which the employee meets all pre-

qualifications requirements. In the event an Employee "A", in another classification has the pre-qualification to fill the position of Employee "B" that has been unsuccessful in his/her attempt at pre-qualification and the Employee "B" has the qualification for the position held by the Employee "A" then said employees may change classifications through the Agreement process.

## **ARTICLE 19 HOURS OF WORK AND COMPENSATORY TIME**

19.01 The normal schedule of hours as established shall consist of eight (8) consecutive hours per day, five (5) consecutive days per week, Monday through Friday. A "normally scheduled workweek" shall be defined as a workweek in which an employee works five (5) consecutive days regardless of the normal calendar days in one (1) week.

19.02 It is hereby provided that the normal workweek for a non-continuous twenty-four (24) hours per day operation and non-continuous seven (7) day a week operation shall begin Sunday at 11:00 p.m., through Friday, 7:00 a.m., for the first shift, and Monday at 7:00 a.m. through Friday, 4:00 p.m., for the second shift, and Monday at 4:00 p.m. through Friday, 12:00 midnight for the third shift, for Service Department employees, except clerical employees; and for clerical employees it shall be Monday, 8:00 a.m. through Friday, 5:00 p.m. All employees who work in a non-continuous twenty-four (24) hour per day operation shall receive a one (1) hour non-paid lunch period.

19.03 Employees paid on an hourly basis shall be paid at the rate of one and one-half times their regular rate for any hours worked in excess of forty (40) hours per week or eight (8) hours per day in any twenty-four (24) hour period, in one's normally scheduled workweek.

19.04 Any and all work performed on an employee's sixth (6th) day of the normally scheduled workweek shall be compensated at time and one-half. For swing shift employees in a continuous twenty-four (24) hour, seven (7) day a week operation, the first scheduled day off will be their sixth (6th) day.

19.05 Any and all work performed on an employee's seventh (7th) day of the normally scheduled workweek shall be compensated at double time. For swing shift employees in a continuous twenty-four (24) hour a day, seven (7) day a week operation, their second scheduled day off will be their seventh (7th) day.

19.06 All computations for payment of overtime on the sixth (6th) and seventh (7th) days shall include credit for all authorized vacation, sick, holiday, jury and funeral leaves.

19.07 Bargaining unit employees may elect, at their option, to receive compensatory time in lieu of overtime pay for overtime hours worked, by notifying their supervisor and payroll function on a form provided by the Employer. Employees will be permitted to earn one and one-half (1.5) hours

compensatory time (compensatory leave) for every hour of eligible overtime worked (or two hours for every hour of eligible overtime worked pursuant to Section 19.05). Any accumulated unused (untaken) compensatory time (compensatory leave) on payroll records as of December 31<sup>st</sup> annually that is in excess of the maximum carry-over, shall be paid out. Employees shall follow the same "first come, first serve" procedures as described in Section 32.08 of this collective bargaining agreement, when requesting and being granted compensatory time off (compensatory leave).

An employee can earn up to the maximum "Hours Worked" for overtime hours worked per 19.07 as compensatory leave over a twelve (12) month calendar year, less the amount of compensatory time carried over from the prior calendar year limited to the "Maximum Carryover" of compensatory hours; "Hours Earned" and "Maximum Carryover" are limited as follows:

<b>Hours</b>	<b>Maximum</b>
<b>Earned</b>	<b>Carryover</b>
160	40

The parties agree that the City will monitor the impact of these increases in compensatory time accrual and carryover have on the City's ability to maintain the staffing levels necessary to perform the required work. If the City determines that increases in compensatory time usage is adversely affecting staffing levels, then the parties will meet to seek a mutually agreeable solution. If no solution can be agreed upon, then subsequent increases in accrual or carryover as specified above will be frozen until the next contract negotiations.

19.08 For twenty-four (24) hour a day, seven day a week operations, the workweek scheduled (i.e. - the beginning and ending days of the seventh day period which constitutes the workweek plus weekend) for each employee shall be posted no less than once every six (6) months and shall also be adjusted and posted anytime there is a change in personnel in a particular department.

19.09 Seniority shall govern shift preference of all employees. Employees in the same department in the same classification with the longest service shall be given first or second preference in that order according to their seniority.

19.10 Any senior employee shall indicate in writing on the form provided by the Employer, his/her shift preference in duplicate, one (1) copy to the Division Manager, and the other retained by the applicant. Expressions of preference will be accepted in writing prior to January 1 and July 1 only. After preferences have been indicated, placements will be made on the basis of seniority as soon as possible, but no later than thirty (30) days thereafter. If any employee rejects a shift for which he had indicated preference, such rejected shift will automatically become his last preference.

19.11 Whenever the Employer determines a shift vacancy exists, the Employer will distribute new shift preference forms for the purpose of determining shift assignments during the time period

necessary to hire and properly train the incoming employee. Once the Employer determines the incoming employee has been properly trained, the Employer will again distribute shift preference forms to determine new shift assignments.

19.12 Trade days or trading shifts at other times may be made only by arrangement with the other employee affected and subject to approval of the Division Manager or his designee, and shall not exceed thirty (30) days in a six month period. No payment of overtime because of trade days shall be paid unless the employee would have otherwise been entitled to overtime compensation.

19.13 Notwithstanding any other provisions of this Agreement, the Employer, at its discretion, may terminate any existing work shifts, create any new work shifts and/or modify the starting and quitting times of employees to more efficiently or safely perform their assigned duties. Provided, however, that such modification shall not be made for the sole purpose of avoiding the payment of overtime. The Employer shall give the effected employees as much advance notice as practical. The provisions of this paragraph shall not be arbitrarily utilized.

19.14 All employees of the bargaining unit, including those who work at City Hall, shall receive at least a ten (10) minute break at their work site before lunch and after lunch, and employees who work in a non-continuous operation shall be entitled to a one (1) hour unpaid lunch, while other employees shall be entitled to a one-half (1/2) hour paid lunch at their work site unless allowed to leave the work site by permission of a supervisor. Employees at the Central Maintenance facility shall be entitled to a ten (10) minute paid personal clean-up period prior to the end of the shift.

## **ARTICLE 20 HAZARDOUS WEATHER, REPORTING AND CALL-BACK PAY**

20.01 When a scheduled employee reports for work on his or her regular shift, and finds work not available in his or her classification, he or she shall be assigned any available job, otherwise he or she shall be paid for three (3) hours at his or her applicable rate of pay if he or she is sent home.

20.02 When an employee is asked by the Employer to report for work after termination of his or her regular schedule, she or he shall be paid no less than three (3) hours at the applicable rate of pay.

20.03 If an employee is scheduled to report earlier than one (1) hour before his or her regular starting time, she or he shall be paid no less than three (3) hours at the applicable rate of pay.

20.04 When the Employer declares an emergency due to hazardous weather conditions that interfere with normal working hours, the following rules shall apply:

- a) Bargaining unit employees shall be entitled to pay, for hours when they would have otherwise worked during periods declared as emergency periods.

- b) When an emergency is declared, departments or sections required to give round the clock service or to provide emergency service, the Employer may continue to use available personnel.
- c) A bargaining unit employee who is asked by the Employer to continue to work, and is eligible for overtime during the time of declared emergency, shall be paid for such time at double time the ordinary non-overtime regular rate of pay only for those hours worked before or after the employee's normal work shift.

20.05 The Employer agrees that when the outside temperature falls below zero degrees, as verified by the U.S. Weather Bureau, Akron-Canton Airport, any employee in the Bargaining Unit who normally works outdoors shall be permitted fifteen (15) minute "warm up" breaks every hour in a heated vehicle or building during the term of outside assignment. This does not refer to those times an employee is required to work outdoors during a bona fide emergency. During those times, the Employer shall attempt to the best of its ability, to assign indoor work to those employees. However, in the absence of sufficient indoor work, or in vehicle work, the Employer reserves the right to send home any employee for the balance of that working day.

20.06 The Employer agrees that whenever employees must be transported from assembly point to a work site, or from one work site to another that is over one-fourth (1/4) mile apart, during inclement weather, such as rain, snow and temperatures below twenty (20) degrees Fahrenheit, the means of transportation shall be by enclosed vehicle.

20.07 Employees in the Chief Operator classifications will receive a minimum of 3/10<sup>th</sup> of an hour of compensation each time he/she is called upon to contact employees for emergency overtime. Only if a Chief Operator determines that he/she must travel to a worksite to respond to an emergency will he/she receive call-back pay under Section 20,02 hereof. In all other circumstances where the Chief Operator is called during off-duty hours, the Chief Operator will be paid for actual time worked.

## **ARTICLE 21 EQUALIZATION OF OVERTIME**

21.01 Overtime worked within departments shall be equalized as equitably as practical among employees working in the same classifications, except as provided for in 21.04. All overtime work shall be posted in each department and brought up-to-date by the departmental administrator.

21.02 On-call status for Central Maintenance employees.

The Employer and the Union jointly recognize that service to the public will periodically require employees to respond to calls during off-duty hours. For employees in Central Maintenance

only, the parties agree to adhere to the following process to assure timely and efficient performance of emergency overtime work:

- a) Each week, shall constitute an "on-call period" starting with the first shift on Monday through the first shift on the following Monday. The Employer may flex the paid on-call period by one day to accommodate holidays. The City will ordinarily solicit one (1) Service Worker and one (1) Repair Operator to be in paid on-call status during each on-call period. However, the City has the discretion to increase the number of volunteers it will solicit for paid on-call status in any given on-call period. The City's exercise of discretion regarding the number of employees offered paid on-call status shall not be subject to review under the contractual grievance and arbitration procedure.
- b) Volunteers for paid on-call status shall be solicited based on the overtime lists and rotating referenced in Article 21.05. If an insufficient number of employees from the Repair Operator or Service Worker classification volunteer for paid on-call status, the Repair Operator(s) or Service Worker(s) with the lowest overtime hours will be mandated for paid on-call status. Each employee selected for paid on-call status shall receive compensation at a flat rate of fifty dollars (\$50.00) in 2015, fifty-five dollars (\$55.00) in 2016 and sixty dollars (\$60.00) in 2017 for the entirety of the on-call period, which is payable to the employee regardless if the employee is called or not called out for any overtime during the on-call period. Once an employee in paid on-call status is called in to work at any time during an on-call period, he/she shall be entitled to a minimum call-out pay in accordance with Article 20.02.
- c) An employee who accepts on-call status will be required to be immediately available for call-in to work at any time during the on-call period. The employee shall provide the employer a contact phone number where the employee will remain available throughout the on-call period. If the employee is to be mobile during the on-call period then a cell phone number carried through the on-call period shall be acceptable. Once an employee has accepted paid on-call status, he/she will be removed from such status by the City only if the employee contacts the City as soon as possible and requests removal based on a showing of compelling and unforeseeable personal circumstances. Such a request for removal from on-call status cannot be made in response to call-in from the City. An employee who requests and receives removal from on-call status shall forfeit any on-call pay for that on-call period.
- d) Once contacted by the City, an employee who is in paid on-call status must report for work as quickly as possible and in all instances not more than thirty minutes from the time of contact. An employee who accepts paid on-call status but who fails to report for overtime work in a timely fashion is subject to discipline by the City.

- e) Employees who decline to accept paid on-call status, who decline to voluntarily be called after on-call status employees are called under circumstances covered by subsection g, below, and who indicate they are not willing to accept overtime as provided in subsection f or g hereof shall be charged with overtime hours in accordance with Article 21.05(d).
- f) Once the Employer has secured the number of paid on-call employees that it desires for an on-call period, it will determine whether the remaining employees on the overtime list who were not offered paid on-call status are willing to accept overtime during that on-call period. Those willing to accept overtime will be requested to provide a phone number where they may be reached at all hours during the on-call period.
- g) During the winter season (November through March), if the Employer elects to solicit four (4) or more employees for paid on-call status during an on-call period, then in lieu of the procedure set forth in subsection f, above, the Employer may offer non paid on-call status to the remaining employees on the applicable overtime list who were not already offered paid on-call status for that on-call period. Those employees who volunteer to accept non paid on-call status will be the next employees contacted and offered overtime work if the employees in paid on-call status are insufficient to perform the work. If all paid on-call status have been assigned and there are employees remaining on the overtime list who were not offered a paid on-call status, the Employer will determine whether such employees are willing to accept overtime during that on-call period.
- h) If, after calling in all employees who are on paid on-call status (as well as offering overtime to those employees who accepted paid on-call status in accordance with subsection g, above), the City determines, at its sole discretion, that more employees are required in order to handle the available overtime work, then the City will first contact all employees on the applicable overtime list who have indicated they were willing to accept overtime and will offer the overtime to such employees on a voluntary basis. For purposes of this subsection only, mechanics in the Central Maintenance division will be deemed to be at the bottom of the overtime list for Repair Operators or Service Workers based on their qualifications. The Maintenance Carpenter position and the Service Technician/City Gardener position shall be combined into one overtime list with the Service Worker.
- i) If more employees are still required, the City will next contact all employees on the applicable overtime list who have not already reported to work, starting with the employee with the lowest overtime hours, and each employee who is notified shall be required to report for overtime work as quickly as possible. An employee who

fails to report to work once notified by the City for mandatory overtime shall be subject to discipline.

- j) If all of the foregoing steps have been taken and the Employer determines that more employees are still required, the City will next contact employees in other divisions who are qualified to perform the work that needs to be performed.
- k) All Central Maintenance division employees will be required to provide the Employer with a contact phone number at which the employee will generally be reachable for call-in.
- l) The process set forth herein shall be subject to periodic review by the Labor-Management Committee. Modifications shall be made only by mutual written agreement.

21.03 In the Water Plant and Water Reclamation Facility, in the event of emergency work (overtime work), those employees who had prior notice of being "on call", and were unavailable or refused, shall be charged for the overtime hours.

21.04 Central Maintenance, Water Plant Operators and Water Reclamation Facility Operators shall have combined overtime lists as follows:

- a) The Chief Operator(s) in the Central Maintenance Division shall be included on the overtime list for Repair Operators.
- b) The Water Plant Water Lab Tech shall be included on the same overtime list as the Water Plant Operators.

21.05 The below terms, as used in this Article shall have the following meaning and interpretation:

- a) Overtime List: Overtime list shall mean a list of qualified employees as defined in this provision initially arranged in order of classification and seniority and posted with hours of charged overtime against each employee. On January 1st of each year, all employees shall be considered to have no overtime charged to their credit.
- b) Rotating: Rotating shall mean that the employee with the least charged overtime on this list is to be contacted first when overtime work is required.
- c) Overtime: Overtime shall be construed to include any hours worked outside one's regularly scheduled eight hour shift, or any hours worked on one's scheduled sixth or seventh day of the workweek. In every case of overtime the employee must be capable of performing the scheduled work.

- d) Charged Overtime: Charged overtime shall mean overtime offered (whether the employee is available or not), overtime refused, or overtime actually worked by the employee unless the employee is scheduled to regularly work the hours for which overtime is necessary. Employees shall be charged overtime when on any type of leave (e.g. vacation, holidays, etc.). However, if an employee works sixteen (16) or more consecutive hours, he/she will not be contacted or charged for overtime during the six (6) hour period immediately following.
- e) Equitable Distribution: Equitable distribution of overtime shall mean that the variance of charged overtime hours shown for each employee on the overtime list shall not exceed sixteen (16) hours for fixed shifts and sixteen (16) hours for rotating shifts when reasonably possible, except in cases where an employee waives their rights for whatever reason they choose.
- f) Split Overtime: Split overtime shall mean that when eight (8) hours of daily overtime is required, the Employer may offer a portion of the overtime to an employee on the preceding shift or any other shift and a portion of the overtime to an employee on the following shift or any other shift.
- g) Computing Hours: Computing hours shall mean those hours an employee has charged against him/her for overtime hours, which were actually worked by the employee. For an example, an employee who is called in or works any overtime hours for two (2) or four (4) or eight (8) hours, then charged overtime hours shall only be two (2), four (4), or eight (8) as may be the case, regardless of what day or what time any employee works overtime.
- h) On-Call: In the Water Plant and Water Reclamation Facility, those employees whose names appear as being first in line for overtime call out shall be considered to be "on-call" for the duration of that period that their name remains at the top of that list.

21.06 Each department, division, or section shall post a rotating overtime list on Monday of each week in designated work units showing the charged overtime hours for employees. Overtime work shall be equitably distributed among all employees in the various classes within the division in the designated work units. An employee, who has been inadvertently bypassed, shall be entitled to be called first on the next available overtime.

21.07 Any employee, whose daily job assignment carries over into overtime, shall be entitled to the first right of refusal for such overtime work. Such refusal shall be chargeable, providing such overtime is necessary.

21.08 Subject to the preceding paragraph, a probationary, seasonal or temporary employee shall not be called in or assigned overtime work, except where a permanent employee within that general class is unavailable for such work. A new employee or an employee who has been transferred and who has become eligible for overtime shall be charged with the highest number of charged overtime hours in their classification and the employee's name shall be placed on the rotating overtime list accordingly.

21.09 An employee on temporary transfer from one classification to another shall be entitled to share in the overtime of his/her temporary classification provided, however, that before being scheduled for any overtime, he/she is charged with the highest number of hours credited to any employee in the classification in the department; and provided, further, that he/she will be charged upon his/her return to his/her regular classification with the overtime hours for which he/she otherwise would have been scheduled if he/she had remained available in his/her classification.

21.10 In the event an insufficient number of employees accept the overtime work or the employees accepting the overtime work are, at the Employer's discretion, unable to either efficiently or adequately perform the work, the Employer may assign the overtime work to those individuals it determines are necessary to adequately and efficiently perform the work.

21.11 Notwithstanding any other provisions of this Agreement, the Employer retains the right to limit the number of hours worked per day by any employee(s) and utilize other employees in substitution of such employee(s) without such limitation or substitution being deemed a violation of the equalization of overtime provisions of this Agreement or any other provisions of this Agreement.

## **ARTICLE 22 SICK LEAVE**

22.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) pregnancy related condition of the employee or spouse of the affected employee, where the employee's presence is reasonably necessary for the health and welfare of the spouse; 3) Exposure by the employee to a contagious disease communicable to other employees; 4) serious illness or injury in the employee's immediate family, where the employee's presence is reasonably necessary for the health and welfare of the affected family member; or 5) death in the employee's immediate family, as defined in Section 22.12 and beyond the three (3) days governed by Article 28.

22.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours per eighty (80) hours of pay and shall be accumulated in an unlimited amount.

22.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be

absent when possible, except in case of extended illness when the employee shall provide a physician's estimate of his return to work. However, notification shall not constitute approval.

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

22.05 Before an absence may be approved and charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for three (3) working days or more must supply a physician's report to be eligible for paid sick leave. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

22.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's discretion, be considered an unauthorized leave, shall be without pay, and may be cause for disciplinary action.

22.07 When sick leave is requested to care for members of the immediate family, the department head may require a physician's certificate to the effect that the specific presence of the employee is necessary to care for the ill or injured member. In the event of a prolonged illness of a member of the immediate family, it is understood that the employee will make arrangements as soon as possible for outside assistance to care for the afflicted member of the family. Paid sick leave will be granted for only a reasonable period of time to enable the employee to make the necessary arrangements, normally not in excess of five (5) days.

22.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

22.09 If, as a result of such examination an employee is found to be incapable of performing the duties of his position, the employee may submit to the Employer a second opinion through a licensed physician of his own choice. The employee shall be responsible for all costs involved in his examination. If the two diagnoses are in conflict, there shall be a third examination by a licensed physician specializing in the employee's illness or injury selected jointly by the Employer and the employee. The Employer and the employee shall share all costs associated with the third physician's evaluation. However, nothing in this Article shall prohibit the parties from utilizing the "Accommodation Procedure" as defined and contained in Article 27.

22.10 In the event an employee, who is off on sick leave or vacation, receives permission from his physician to return to work and the Employer refuses to allow such return until an examination by

the Employer's physician, the employee, if his return to work is approved by the Employer's physician, shall have any sick leave or vacation time used between the time of the two (2) physical examinations restored.

22.11 When a medical examination is required by the Employer, the Employer shall receive a copy of the medical report and the employee shall submit the costs to the Employer's health care provider for payment. Any balance not paid by insurance will be paid by the Employer.

22.12 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, stepchildren, mother, father, dependent who lives in the household and the employee is the primary care giver, legal guardian or other who stands in the place of a parent (in loco parentis). When the use of sick leave is due to death in the extended family, "extended family" shall be defined to include the employee's spouse, parents, children, stepchildren, siblings, grandchildren, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

22.13 Upon the retirement, separation, or death of an employee, who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement or death multiplied by one-half (1/2) the total number of accumulated but unused sick hours earned by the employee, as certified by the Director of Budget and Finance, providing that such resulting number of hours to be paid shall not exceed one thousand five hundred (1500) hours.

22.14 (A) Subject to the provisions of this paragraph, an Employee shall have the option to convert to cash benefit or carry forward the balance of any unused sick leave credit at year's end. For purposes of this paragraph 22.14, the term "year's end" means the last day of the last full pay period of any calendar year.

(B) An Employee who is credited sick leave pursuant to this Article 22, shall have at year's end the following options with regard to the portion of sick leave credit accumulated during the current calendar year:

1. Carry forward the balance of sick leave credit; or
2. Receive a cash benefit conversion for the unused balance of sick leave credit equal to one hour of the Employee's base rate of pay for every two hours of unused sick leave credit that is converted; or
3. Carry forward a portion of the balance of sick leave credit and receive a cash benefit conversion of a portion of the sick leave credit.

(C) A cash benefit conversion for unused sick leave credit can only be utilized for sick leave credited an Employee in the year in which the credit is given. All sick leave credit balances that are carried forward at the year's end are excluded from any future cash benefit conversion option. The failure of an Employee to utilize the cash benefit conversion shall result in the automatic carry forward of any balance of sick leave credit.

(D) In order to receive a cash conversion of sick leave credit at year's end, an Employee must, after exercise of the cash conversion option, have at least 500 hours minimum accumulated sick leave credit at year's end.

(E) An Employee who separates from service prior to year's end (as defined in A above) shall not be eligible for the cash conversion benefit of the unused sick leave credit.

(F) Any cash benefit conversion of sick leave made at year's end shall not be subject to contributions to any of the retirement systems either by the Employee or the City.

(G) An Employee eligible to receive a cash conversion of sick leave credit at year's end must indicate their desire to convert any sick leave no later than the end of the pay period that includes the first day of November.

## **ARTICLE 23 PERSONAL LEAVE**

23.01 Covered employees may be entitled to unpaid personal leave of up to twelve (12) weeks during a twelve (12) month period for certain family and medical reasons. The twelve (12) month period for purposes of the Family and Medical Leave Act of 1993 (FMLA) shall be a rolling 12-month period measured backward from the date an eligible employee uses any FMLA leave. Unpaid leave will be considered by the Employer after accumulated paid leave of the Employee has been utilized to the extent it is available for the twelve week period.

23.02 Reasons for Taking Leave: Unpaid leave must be granted for any of the following reasons:

- A. To care for the Employee's child after birth, or placement for adoption or foster care;
- B. To care for the Employee's spouse, son or daughter, or parent, who has a serious health condition; or
- C. For a serious health condition which makes the Employee unable to perform his/her job.

23.03 Advance Notice and Medical Certification: The Employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if the following requirements are not met:

- A. The Employee must provide thirty (30) days advance notice when the leave is

foreseeable.

- B. Medical certification may be required to support a request for leave because of a serious health condition, and may require second or third opinions (at the Employer's expense) and a fitness for duty report to return to work.

23.04 Job Benefits and Protection: During the use of personal leave for family or medical reasons, the following rights will be retained by the Employee:

- A. The Employer will maintain Employee's health coverage under any "Group Health Plan".
- B. Upon return from leave, Employees will be restored to their original position or equivalent position with equivalent pay, benefits, and other employment terms.
- C. The use of this personal leave will not result in the loss of any employment benefit that accrued prior to the start of the Employee's leave, such as seniority, time earned towards vacation accrual, or step pay levels.

23.05 Employer's Responsibilities:

- A. During the use of personal leave for family or medical reasons, the Employer agrees not to interfere with, restrain, or deny the exercise of any right provided under the Family Medical Leave Act (FMLA) of 1993.
- B. The Employer will not discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

23.06 A Department Head, with the approval of the Employer, may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed sixty (60) work days in any calendar year.

23.07 Upon approval of Employer, and pursuant to established guidelines governing such activities, an employee may be granted special leave with pay to attend professional and technical conferences, meetings and schools related to one's duties, or to visit other cities to obtain information and observe practices related to his duties with the Employer.

**ARTICLE 24**  
**PHYSICAL FITNESS INCENTIVE**

24.01 Employees who have been in the continuous employ of the City for three (3) years may pursue a physical fitness program to improve and maintain their physical well being. At the discretion of the Appointing Authority, membership into a physical fitness program may be partially reimbursed by the City if the following qualifications are met for said program:

- (1) Provide attendance records; and
- (2) Provide a fitness assessment once each year.

24.02 At its option, the City may authorize, through the Appointing Authority, a fifty percent (50%) reimbursement for the fitness program cost to an employee who meets the requirements in Section I.

24.03 Employees who wish to pursue a physical fitness program should initiate their request through the Appointing Authority. In order to qualify for the financial assistance shown above, an Employee must make application on a form available in the Appointing Authority's office.

Employees who fail to meet minimum attendance and/or fitness standards for approved programs shall have program fee reimbursements terminated at the sole discretion of the Appointing Authority.

**ARTICLE 25**  
**SUBSTANCE ABUSE PROGRAM**

25.01 Employees whose job requires the possession of a Commercial Drivers License (CDL) are required as defined by federal and/or state law to participate in the Employer's Substance Abuse (drug and alcohol) Program.

25.02 The complete program is contained in the City of Kent's Department of Transportation (DOT) Driver Drug/Alcohol Abuse Policy. Tests for use of drugs or for prohibited levels of alcohol are performed at intervals as defined in the Policy in accordance with DOT regulations. Training and EAP services are available pursuant to Article 26 of this agreement. If any part of the policy is found or made invalid by regulation amendments, the Employer shall inform the Union within 30 days prior to implementation, and any effects arising out of implementation shall be processed in accordance with the grievance procedure contained herein.

**ARTICLE 26**  
**EMPLOYEE ASSISTANCE PROGRAM (EAP)**

26.01 The Employer and Union recognize the value of counseling and assistance programs to those employees who have personal and medical problems (e.g. alcoholism, drug habits, etc). The Employer and Union will attempt to aid such employees who request assistance with such problems. The Employer and Union will encourage, or, under certain circumstances, refer the employee for professional assistance through the use of an established EAP. The cost of providing such an established EAP will be borne by the Employer.

26.02 Records concerning an employee's treatment for alcoholism, drug or stress related problems shall remain confidential and shall remain separate from other personnel materials, unless necessary for job evaluations and disciplinary action.

26.03 Employees participating in an Employer-approved program may at the Employer's discretion, be entitled to use their accumulated vacation time, sick leave, or other appropriate benefits.

**ARTICLE 27**  
**INJURY LEAVE**

27.01 If an Employee is injured while performing his or her assigned duties and is certified by a licensed physician as being unable to work, the employee shall receive while on a disability leave for a period not to exceed one hundred thirty (130) consecutive working days or six (6) months from the date of such injury, an amount of compensation equivalent to his or her full base salary, less any and all funds or monies received from indemnity for such disability.

27.02 If during the three (3) calendar years following the original date of a disabling injury, the disability re-occurs (as certified by a licensed physician) the injured Employee shall be compensated as described in paragraph 27.01, above, for such period or periods of time that remain unused from previous disability pay periods associated with the same injury.

27.03 Any Employee who may be eligible to participate in the benefits of the Public Employees Retirement System of Ohio shall apply for such benefits as may be available and be payable from such pension fund if a disability will be one of long-term duration. Long-term shall be defined for the purpose of this Agreement to mean a disability in excess of (6) months in duration.

27.04 A medical examination and report, along with follow-up "interim" reports shall be required to determine eligibility for disability leave and for the continuance of said leave. Interim reports shall be required in 2-4 week intervals during the period of disability leave, and shall be provided within five (5) days of the most recent medical examination in order for the Employee to receive this benefit. The doctor's reports shall contain a statement of the nature of the disability in relation

to the Employee's ability to perform essential work tasks, and type of restriction and limitations on the type of work. While on injury leave status, the Employee shall comply with all Ohio Bureau of Worker's Compensation (BWC) requirements regarding return to transitional duty during the period of recovery.

27.05 At any time during an injury leave, the City may require the Employee to be examined by a doctor of the City's choice, paid for by the City. The doctor utilized by the City will confer with the attending doctor to coordinate and facilitate a timely recovery and return to work by the employee. If a disagreement exists between Employee's and City's doctors, a third doctor, to be a licensed physician, and to be agreed upon by both the employee and Employer, will examine the Employee and the report of the third doctor shall be final. The cost of the third examination shall be paid by the City.

27.06 All work-related injuries or illness shall be reported to the Employee's appointing authority within twenty-four (24) hours after the Employee first has become aware of the injury or illness, or reactivation of such illness or injury. The Employee shall report to the City's designated medical service provider within the first twenty-four (24) hours for an initial medical assessment of the injury or condition that may lead to the loss of work. Willfully concealing information of such an injury or illness may constitute a waiver of the Employee's rights under this Article. If the doctor indicates after examination of the Employee that the disability will permit the Employee to return to work for a transitional duty assignment, the employee shall notify his appointing authority within twenty-four (24) hours. The employee shall thereafter return to work for transitional duty as determined by the appointing authority, based on the doctor's determination and assessment of limitations. If the employee chooses not to return to transitional duty assignment, the disability leave shall cease and the Employee shall be placed on sick leave status. The requirement of interim reports as set forth in Paragraph 27.04 above shall apply during the term of said Employee's sick leave status.

27.07 Following disability from illness or injury, the employee shall give the Employer twenty-four (24) hours advance notice of his or her intent to return to work and shall supply certification from the attending physician stating the employee is permitted to return to regular duty assignments, subject to review by the Employer's doctor as provided in Paragraph 27.04 above.

27.08 Whenever an employee is relieved from duty by a shift supervisor because of a service-connected injury or disability, he shall be paid for the remaining hours of that shift and such time shall not be charged to leave of any kind.

27.09 Accommodation Procedure

- A. Employees who have developed a disability which results in the inability of the Employee to perform the essential functions of a job may be transferred to a position of equal or lesser standing which is at that time vacant within the authorized City

personnel positions, providing that the Employee is qualified to perform the essential functions of the vacant position.

- B. The transfer into the vacant position will be by agreement of the Employee and the Employer, but neither will be bound to the creation of a new position for the purposes of accommodation of a disability.
- C. The mutual agreement of the Employee and the Employer to the transfer of a disabled employee into a vacant position shall supersede and prevail over any bidding or vacancy provision contained in this agreement; likewise, it shall supersede and prevail over any applicable Civil Service law or procedures usually employed to fill an opening in such a vacant position.

27.10 When a holiday, as defined in Article thirty-three (33) hereof, occurs while an employee is on approved injury leave, said employee shall not be entitled to holiday pay.

## **ARTICLE 28 BEREAVEMENT LEAVE**

28.01 Any full-time employee who is to be absent from work for the purpose of attending the funeral or preparing for the funeral because of the death of a spouse, parent, grandparent, child, grandchild, siblings, daughter-in-law, son-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, stepchild, step-parent, dependent who lives in the household, or a legal guardian or other person who stands in the place of a parent (in loco parentis) shall be paid up to three (3) working days. Such working days shall not be counted as sick leave or vacation.

However, no employee will be paid twice for the same day, such as a holiday, nor shall an employee be paid sick leave and funeral pay for the same day.

28.02 Such working days must be consecutive workdays, one of which shall be the same day of the funeral. For purposes of this Article, when a qualifying funeral occurs on an employee's normally scheduled day off, "consecutive workdays" may include the day(s) which fall either immediately before or immediately after the employee's normally scheduled day off. Proof of death must be given to the Department of Finance through the Department Director.

28.03 A bargaining unit Employee will be entitled to use up to eight (8) consecutive hours of accumulated sick leave with pay, constituting one (1) workday, to attend the funeral services of an aunt, uncle, or first cousin, provided the employee provides satisfactory evidence of the death and the relationship with the deceased individual.

**ARTICLE 29**  
**ABSENT WITHOUT LEAVE**

29.01 Any member of the bargaining unit who is absent from duty shall report the reason therefore to his supervisor prior to the date of absence, when possible, except for extenuating circumstances beyond the control of the employee.

29.02 All unauthorized and unreported absences shall be considered "absence without leave", and deduction of pay shall be made for the period of absence, unless prior approval of the supervisor has been obtained. Any unauthorized and unreported absences that were not cleared with an employee's Division Manager, shall be grounds for appropriate disciplinary action, in addition to loss in pay. An absence without leave for more than three working days will result in loss of seniority and removal as provided in Article 15.02(e).

29.03 Employees who are absent from duty are to call in to their Division Manager or designee as directed at least one (1) hour before starting time when possible. In cases where absence can be anticipated longer in advance (e.g., pregnancy, scheduled surgery, scheduled appointments, etc.) the employee must notify the Employer as soon as he is aware of the condition and again when the approximate date of the beginning of the absence is known.

**ARTICLE 30**  
**JURY DUTY**

30.01 An employee who is required to serve on a jury of any court, or who is required to attend court or a proceeding before a state or federal administrative agency as a witness for the City shall be excused from work without loss of regular straight time pay for the days or portions thereof on which he must be present for such service and on which he otherwise would have been scheduled to work. Second and third shift employees shall be treated as first shift employees for purposes of applying this Article.

30.02 The employee shall remit to the Department of Budget and Finance whatever sum is paid to him/her as compensation by the court for his/her appearance or service. The employee shall be required to report to work on any day that he/she is excused as a juror or witness with four or more hours remaining in his/her regular work day. The employee shall remit a certificate showing evidence that he/she appeared and served as a juror or witness in order to receive jury duty pay.

**ARTICLE 31  
FRAUDULENTLY OBTAINING PAYMENT**

31.01 Any employee who fraudulently obtains payment for any type of leave herein specified, or fails to comply with any of the provisions shall forfeit benefits payment, be suspended and/or dismissed.

**ARTICLE 32  
VACATION**

32.01 All permanent, full-time employees shall be entitled and allowed to vacation leave with pay, at the completion of each year of service, according to the following schedule; and providing that at least one (1) full year of service to the Employer had been completed.

<u>YEARS OF SERVICE</u>	<u>NUMBER OF WEEKS VACATION</u>
Beginning year 2 through completion of year 7	two (2) weeks
Beginning year 8 through completion of year 14	three (3) weeks
Beginning year 15 through completion of year 20	four (4) weeks
Beginning year 21 through completion of year 27	five (5) weeks
Beginning year 28 and thereafter	six (6) weeks

32.02 If an employee's anniversary date occurs during November or December of the calendar year and he or she is unable to take and/or schedule vacation time, such earned vacation shall automatically be carried over into the ensuing year with accumulation not to affect carry-over under any other provisions of this Agreement in addition to authorized carry-over permitted. Vacations shall be taken within twelve (12) months following the anniversary date of employment.

32.03 Absence for sickness, injury, or disability in excess of that authorized for such a purpose, shall at the request of the employee, be charged against vacation leave.

32.04 An employee who leaves the employ of the Employer for any reason will receive vacation pay for any vacation that he may have been eligible to receive, if not already taken at the time of termination of employment. Pro-ration of vacation for service after anniversary date shall be the method of payment.

32.05 Retired or deceased employees shall be entitled to vacation pay for months worked. The pay shall be computed on the basis of one-twelfth (1/12) of a full vacation pay for each month in which an employee worked a minimum of eighty-five (85) hours. In the instance of deceased employees, the vacation pay shall be made to the survivor's estate.

32.06 The Department Administrator shall keep accurate records of all vacation leave allowances, shall file said records monthly with the Department of Budget & Finance, shall schedule vacation leaves with particular regard to the seniority of employees in accord with operating requirements and, insofar as possible with the request of the employee.

32.07 The Employer shall during the first quarter of each calendar year post on bulletin boards or circulate a vacation sign-up roster in order of classification and seniority preference, for the various divisions/departments, for employees to sign and indicate what dates and time periods they wish to be scheduled for vacation during any calendar year.

32.08 For employees who do not sign up for vacation periods pursuant to 32.07, vacations shall be scheduled on a "first-come, first-serve" basis and at a time mutually agreeable to the employee and Employer. All employees in the Bargaining Unit may use vacation in one (1) hour increments with prior approval of the Department Head.

32.09 During the vacation herein provided for, employees shall be entitled to full pay for such periods at the regular rate of pay.

32.10 Holidays occurring during vacation leave shall not be computed toward vacation time.

### **ARTICLE 33 HOLIDAYS**

33.01 All full-time employees covered by this Agreement, except seasonal and temporary employees, shall receive their regular compensation for the following legal holidays during each calendar year covered by this Agreement.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving	
Christmas	December 25
Four (4) floating Holidays	

33.02 Employees working less than forty (40) hours, but more than twenty (20) hours per week shall also be entitled to holiday pay when said employee has worked the regularly scheduled day immediately preceding and the day immediately following said holiday. The holiday shall be paid at the employee's pro rata rate (e.g. an employee who works 20 hours per week shall receive four (4) hours of holiday pay).

33.03 The following requirements shall be met for floating holidays:

- a) Request for a floating holiday must be submitted to the department administrator three (3) days prior to the effective date of said holiday.
- b) A full-time employee shall have been employed at least six (6) months prior to the date of the floating holiday.
- c) The employee must have worked the last scheduled workday prior to and the next scheduled workday following such floating holiday, except where such employee had been granted sick leave for such day, or days, by the department, division or office administrator. Persons on a non-paid status on a holiday shall not be paid for the holiday.

33.04 To be eligible for holiday pay, an employee must report to work on the last scheduled workday before a holiday and the first scheduled workday after the holiday, unless the employee is on an approved leave of absence. Otherwise, the holiday is forfeited. Employees on non-paid status at the time of holiday shall not be paid for the holiday.

33.05 Effective January 1, 1988, "Holiday pay" is defined as an amount of money equal to eight (8) times the employee's normal straight time hourly rate of pay as it exists on the date of holiday, except in the case of employees who work in a continuous twenty-four (24) hour per day operation and who are not scheduled to work on the holiday, in which case holiday pay shall be eight (8) times the normal straight time hourly rate of pay or eight (8) hours of compensatory time. Such time must be taken off within six (6) months of the date earned, at a time approved of by the Employer, or it will be paid.

33.06 Effective January 1, 1988, employees who are required to work on a holiday, other than a "floating holiday", shall receive one and one-half (1-1/2) time for hours actually worked in addition to the "holiday pay", if eligible, as provided by Paragraph 33.02.

33.07 If an eligible employee is scheduled to work on a holiday, but fails to report and perform his other assigned duties, then the employee shall not receive holiday pay, unless the absence is charged to:

- a) Approved vacation leave, in which case the employee shall receive holiday pay plus an additional vacation day; or
- b) Approved jury leave, in which case the employee shall receive holiday pay plus an additional eight (8) hour floating holiday later; or

- c) Approved floating holiday leave, in which case the employee shall receive only holiday pay; or
- d) Approved funeral leave, in which case the employee shall receive his or her regular pay, in lieu of holiday pay, plus an additional eight (8) hour floating holiday later; or
- e) Approved sick leave, in which case the employee shall receive his or her regular pay, in lieu of holiday pay, but be charged with use of eight (8) hours sick leave.

33.08 If an employee, who is scheduled to work, reports late for work or leaves early for any reason except upon approval of a supervisor, on a holiday, the employee shall be paid only a pro-rated portion of the holiday pay the employee would have received had the employee worked his or her full shift. All times are to be measured in intervals of six (6) minutes for each tenth (1/10) hour, or fraction thereof, of work missed.

33.09 For the purposes of applying this Article to employees who normally work in a non-continuous operation, if a holiday falls on a Saturday or Sunday, the immediately preceding Friday or the immediately following Monday, respectively, instead of the weekend shall be considered as the holiday.

#### **ARTICLE 34 UNION LEAVE**

34.1 At the written request of an accredited Ohio Council 8 representative, a union leave of absence without pay may be granted to an employee who is selected to work for the Union on a full-time basis. Such leave may be granted at the sole discretion of the Employer, both as to the granting of the leave and as to duration.

#### **ARTICLE 35 GROUP INSURANCE**

35.01 The Employer shall continue to provide full-time bargaining unit employees and their eligible dependents with the existing major-medical, insurance coverage except as modified by Exhibit F. For any employee hired after the effective date of this Agreement, coverage shall commence on the first day of employment. Beginning November 1, 2013, all employees covered by this Plan and provided with health care coverage shall pay one hundred twenty dollars (\$120.00) per month for family/dependent plan coverage or eighty dollars (\$80.00) per month for single plan coverage. Effective November 1, 2016, employees covered by this Plan and provided with health care coverage shall pay one hundred forty dollars (\$140.00) per month for family/dependent coverage, and one hundred dollars (\$100.00) per month for individual coverage. This amount shall be deducted from the affected employee's pay monthly in a manner than equalizes the employee's withholding over twenty-six pays in each year.

35.02 The Employer will continue to provide a prescription drug plan to all full-time bargaining unit employees and their eligible dependents with coverage limitations as set forth in Exhibit G. Eligibility of dependents will be determined on the same basis as under the medical insurance plan provided pursuant to Section 35.01.

35.03 The Employer's cost of providing coverage shall be calculated in accordance with 29 U.S.C. ' 1164 (the "COBRA rate"). The COBRA rate, expressed as a monthly rate for both single and family coverage, shall be recalculated on or about October 1 of each year of this agreement. If during the term of this agreement the Employer's COBRA rate exceeds the COBRA rate in effect as of October 1 of the previous year by fifteen percent (15%) or more, then the parties shall commence negotiations, upon notice by the City, regarding the method of financing the increased insurance costs. In the event the parties cannot agree, the dispute shall be the subject of an arbitration pursuant to Article 35 hereof. The arbitrator's authority in an arbitration pursuant to this section shall be limited to choosing the last offer of either the City or the Union.

35.04 At no cost to the employee, the Employer shall provide each employee \$50,000 in life insurance with double indemnity for accidental death and a dismemberment benefit.

35.05 At no cost to the employee, the Employer shall provide each employee a time loss weekly benefit equal to 70 percent of weekly earnings up to a maximum weekly benefit of \$325, pursuant to guidelines promulgated by the Employer in consultation with the Union. The time loss weekly benefit is payable for a maximum of 26 weeks.

35.06 The Employer shall have no obligation to provide insurance coverage for dependents in cases where the employee who desires such coverage fails to make a written application for same to the Director of Budget & Finance or to provide information reasonably requested by the Director of Finance to establish the eligibility of dependents.

35.07 The Employer has the right to self-insure or change carriers, as it deems appropriate, providing the effected coverage remains comparable. The employer shall also have the right to modify existing cost containment procedures or implement additional reasonable cost containment procedures, provided they do not reduce coverage or benefits provided herein.

35.08 The Employer reserves the right to reduce appropriate coverage on retirees who have retired prior to January 1, 1988 when that coverage is already being provided by the P.E.R.S.

35.09 No insurance shall be provided and paid for by the employer, except for \$12,500 life insurance, for any employees who retire between December 31, 1987 and June 30, 2005. The Employer shall continue health care coverage for retirees who are immediately eligible and apply for retirement benefits, until such benefits become effective.

35.10 The Union and the Employer agree that ALL employers should pay their fair share of medical fees for their employees. Therefore, it is agreed that if an employee's spouse works or is eligible for insurance under a retirement system plan, and is eligible for coverage through his or her employer's medical, dental, or other insurance plan, then primary coverage must be carried with the primary employer of each spouse to be eligible for medical coverage under the City of Kent's plan. Eligible dependents will be covered by the insurance coverage of the spouse, which has the earlier birthday in the calendar year. Eligible dependents for which the City of Kent employee has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the City of Kent medical plan.

The employee must notify the Plan Administrator immediately in writing of the commencement of such group health coverage for the spouse and other dependents. For review of eligibility determination under this provision, a semi-annual re-enrollment form will be completed by the Employee. The Employer reserves the right to verify this information at any time. Under this provision, the Employer reserves the right to pay your spouse and covered dependent medical claims as a secondary payer, but not primary. Implementation must take place at the spouse's next earliest open enrollment. The spouse must enroll for medical coverage under his or her employer's plan.

If the spouse is not eligible for benefits as a regular employee, then this rule does not apply.

35.11 Effective January 1, 2009 and for the duration of the Agreement, the Employer agrees to contribute to the Ohio AFSCME Care Plan for the purpose of providing dental, vision and hearing care benefits to eligible bargaining unit employees in accordance with the Rules and Regulations of the Fund and all applicable federal and state laws. Contributions shall be made monthly at the rate of seventy-two dollars and seventy five cents (\$72.75) per month for each bargaining unit employee. The monthly rate provides the Dental III, Vision III, and Hearing Care coverage benefits as provided under the Ohio AFSCME Care Plan.

## **ARTICLE 36 WAGE RATES**

36.01 The Wage Schedules for employees are set forth in Exhibits A, B, and C, which are attached hereto and incorporated herein. Such schedules shall become effective October 20, 2014 (2.75% increase), October 19, 2015 (3.00% increase), and October 31, 2016 (3.25% increase), respectively.

36.02 During the term of this Agreement step increases shall be given on the anniversary of the employee's date of hire beginning with the first day of the start of the employee's second year of service with the Employer and continuing annually thereafter until the employee has reached the highest step in his or her class. An employee who is promoted, transferred, or who otherwise

moves to a different classification, shall receive scheduled step increases upon the employee's anniversary date of hire.

36.03 An employee who, while temporarily filling a promotional position in a higher class, is scheduled to receive a step increase in his or her permanent class shall be placed in the higher step in the permanent class, but while temporarily filling the higher position, be paid at the lowest step in the higher class which will result in at least a five percent (5%) wage increase over the rate established for the higher step in the permanent class.

36.04 No employee shall keep any other compensation, gift or fee from any other party for work performed while the employee is on duty or is paid by the Employer. This applies to witness and mileage fees, and all other types of payments or objects of value. Should an employee receive such payments or objects, these amounts or items shall be deposited with the Budget & Finance Director immediately upon receipt thereof by the employee. Should an employee fail to deposit such amounts or items as required hereby, the amount not deposited or the value of the item shall be deducted from the employee's pay.

36.05 Effective the dates identified in 36.01 the following bi-weekly non-cumulative payment for each of the Water and Wastewater Plant Operator licenses held shall be:

<b>Operator License</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Class I	\$67	\$69	\$71
Class II	\$122	\$126	\$130
Class III	\$184	\$189	\$196
Class IV	\$207	\$213	\$220

Effective January 1, 1997, the following shall apply to the payment of Water and Wastewater Plant Operator licenses:

Employees hired after this date shall be eligible to receive license pay in the one operational area (Water or Water Reclamation) in which they are assigned to work.

Employees hired prior to this date shall continue to receive license pay for the licenses (Water and/or Wastewater) that they hold as of January 1, 1997, regardless of plant assignment.

Employees who do not hold licenses in both Water and Wastewater as of January 1, 1997, and who transfer or are transferred into the Water Plant or Water Reclamation Facility subsequent to January

1, 1997, will be eligible to receive license pay in the one operational area (Water or Water Reclamation) in which they are assigned to work.

36.06 Effective the dates identified in 36.01 any Central Maintenance employee in the AFSCME bargaining unit who holds an OEPA Water Distribution, Backflow Prevention or Wastewater Collection certification shall be paid according to the following schedule:

<b>Certification</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>
OEPA Water Distribution Operator Class 1	\$21	\$21	\$22
OEPA Water Distribution Operator Class 2	\$36	\$37	\$38
OEPA Wastewater Collection System Operator Class 1	\$21	\$21	\$22
OEPA Wastewater Collection System Operator Class 2	\$36	\$37	\$38
Certificate from OTCO Backflow Prevention Training	\$21	\$21	\$22

Payment will not be cumulative (Employee will be paid for Class I or Class II, not for both).

Central Maintenance employees who possess a certificate deemed by Ohio EPA as equivalent or higher than the above-listed certificates shall continue to be paid as per the above-referenced schedule.

36.07 A bargaining unit employee who holds a pesticide license as of January 1 of the respective year, and who utilizes said license in the execution of his/her duties, at the sole discretion of the Appointing Authority, may be eligible to receive a one-time annual payment of \$150 in each respective year during the term of this agreement.

Payment will be made annually in January and will not be cumulative.

36.08 The following bargaining unit employees who hold a Notary Public Commission and who utilizes said Commission in the execution of their duties, will receive twenty-five (\$25) dollars per month:

Two employees in the Budget and Finance Department

One Account Clerk or Clerk/Typist in the Service Department

One Account Clerk or Clerk/Typist in the Parks and Recreation Department

One Account Clerk or Clerk/Typist in the Community Development Department

The Notary Public Commission payment shall be given to the eligible bargaining unit employees on the basis of seniority. In the event of a vacancy in the Notary Public Commission, this payment will be transferred to another collective bargaining employee who holds a Notary Public Commission on the basis of seniority. If no such Commission is held, no payment will be made until an eligible employee holds a Notary Public Commission.

36.09 Employees who have completed at least fifteen (15) years of service with the Employer and have reached age forty-eight (48), shall upon retirement from the Employer receive a lump sum retirement benefit which shall be equal to one-twelfth (1/12) of the annual salary which shall have been in effect for said employee at the time he or she shall have retired.

Eligibility for this benefit shall be based upon the employee applying for, being approved by and accepting a retirement pension authorized by the Public Employee's Retirement System of the State of Ohio. This benefit may be paid to a qualifying individual one time only. For qualifying employees who retire pursuant to age and service standards, the benefit shall be paid with the final payment of wages or upon receipt from the pension board of formal notification of retirement, whichever is later.

36.10 At the sole discretion of the Appointing Authority, newly hired bargaining unit members may be paid up to the third step in their pay classification at initial hire, providing any incumbent employee who is at a lower step in the same classification shall be moved to the same step as the new hire.

36.11 Not later than December 31, 2006, each bargaining unit employee will have the option to receive his/her pay by direct deposit into a bank account designated by the employee.

36.12 The Employer will pay the cost of training courses necessary for an employee to obtain or maintain any of the certificates referenced in Sections 36.05 through 36.07.

### **ARTICLE 37 LONGEVITY BENEFITS**

37.01 The Employer shall compensate all employees who work a minimum of eighty (80) hours per month with a program of longevity pay benefits based upon the length of continuous completed years of service with the Employer as follows:

<u>LENGTH OF CONTINUOUS COMPLETED YEARS OF SERVICE</u>	<u>AMOUNT OF LONGEVITY PAYMENT/MONTH</u>
7 through 9 years	\$20.00
10 through 13 years	30.00
14 through 17 years	40.00

18 through 21 years	50.00
22 through 25 years	60.00
26 years and over	70.00

Said compensation shall be calculated annually and shall be paid in the payroll issued for the first pay period ending in December of each year, but no later than the second Friday of December. This amount is prorated based on employee's anniversary date in the first year of each respective step.

37.02 The continuous service record of an eligible employee shall be determined by using the date on which the employee was last hired by the Employer. Further, any eligible employee who leaves the employment of the Employer for any reason other than a granted leave of absence, earned sick leave or duty in the armed services shall be considered to have broken his/her continuous service record. If such employee is later rehired by the Employer, a new continuous service record shall begin with the day of rehiring.

37.03 The longevity allowance provided for by Paragraph 37.01 shall not be considered or used when determining the rate of pay for any overtime hours or paid legal holidays worked.

37.04 Any eligible employee who fails to work a minimum of eighty (80) hours in any given month for any reason other than a granted leave of absence, earned sick leave, or leave while receiving disability insurance payments or while on a work related injury associated with Workers Compensation, shall be deemed to have forfeited his/her longevity pay for that month.

### **ARTICLE 38 UNIFORMS & SHOE ALLOWANCES**

38.01 Uniforms, winter coats, hats and insulated coveralls shall be provided by the Employer for all full-time bargaining unit employees who regularly work outside and who are employed in Central Maintenance, Parks and Recreation, Water Treatment, Water Reclamation and for Lab Technicians in the Health Department. Such employees shall be required to wear their uniform on the job. Uniforms shall be provided in sufficient quantity (thirteen (13) changes) to provide a clean uniform each workday. Worn out or damaged uniforms shall be replaced by the Employer at no cost to the employee. The Director of Public Service shall issue regulations to establish a standard dress code for all such employees. Employees who fail to comply with these regulations may be subject to disciplinary action.

38.02 The Employer shall pay up to one hundred twenty-five dollars (\$125.00) in each respective year during the term of this agreement, to each employee who regularly work outside and who is employed in Central Maintenance, Parks and Recreation, Water Treatment, Water Reclamation and for Lab Technicians and Sanitarians in the Health Department for the purchase or repair of safety-toed shoes or boots. This payment shall be made upon presentation by the employee of proof of purchase of safety-toed shoes or a receipt satisfactory to the Employer showing the safety-toed

shoes have been repaired. In order to qualify for this payment, the proof of purchase or repair must include a statement that the shoes or boots meet or exceed the specifications prescribed in American National Standard Institute (ANSI) Bulletin No. Z-41. Safety-toed shoes purchased or repaired by the Employer for the Employee shall be worn on the job.

38.03 All Bargaining Unit Clerical employees will be provided seven (7) shirts the colors and styles to be determined by a committee of two (2) Bargaining Unit Clerical employees and the respective Department Director. The respective Department Director shall have final authority to approve color and style and set regulations governing when such articles of clothing purchased by the Employer shall be worn. Employees who fail to comply with these regulations may be subject to disciplinary action.

38.04 Prior to implementing any change in uniforms, the Employer will meet and confer with the Union pursuant to Article 9.

#### **ARTICLE 39 SHIFT DIFFERENTIAL**

39.01 Employees who work on afternoon shifts shall be compensated, over and above the regular rate of pay, at the rate of fifty cents (\$.50) per hour during the term of this agreement.

39.02 Employees who work on night shifts shall be compensated, over and above the regular rate of pay, at the rate of sixty cents (\$.60) per hour during the term of this agreement.

#### **ARTICLE 40 CONTRACTING OUT**

40.01 The Employer reserves the right to contract or subcontract out projects when the Employer does not own the equipment necessary for the completion of the project; or the project requires a high degree of specialization that Bargaining Unit employees cannot perform, and are not qualified so to do, as long as the employment of current employees is not jeopardized by the contracting out of such work. Moreover, the employee's current workweek shall not be shortened or curtailed, and the employee's rate of pay shall not be affected by such contracting. The Employer shall not use this section as a reason to dispose of equipment or to erode Bargaining Unit work.

40.02 The Central Maintenance Department grounds and maintenance responsibilities associated with spring and summer grass cutting, weed trimming will be supplemented with youth based seasonal personnel. It is mutually agreed that Academic Youth Sports Institute will this perform work. It is further understood that another similar organization providing a public service may also be utilized for said seasonal work, so long as it is not "professional for-profit contractor." In the event that public service organizations are not available both the City and the Union will meet in advance of the affected growing season to discuss seasonal grounds maintenance responsibilities.

Further, it shall be known that this agreement does not preclude the City from contracting ongoing grass cutting or weed trimming on private property as part of its code enforcement responsibilities.

**ARTICLE 41  
OBLIGATION TO NEGOTIATE**

41.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

**ARTICLE 42  
TOTAL AGREEMENT**

42.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the discretion of the Employer.

**ARTICLE 43  
SEVERABILITY**

43.01 Should any Article or provision of the Agreement be held or be declared invalid by any court of competent jurisdiction, or found to be in conflict with State and/or Federal Laws, all other provisions of the Agreement shall remain in full force and effect.

43.02 Should any provision or provisions of the Agreement be invalidated as outlined above, upon written request of either party, the parties shall meet within thirty (30) days to discuss the impact and negotiate a modification or legal alternative of the invalidated provision or provisions.

**ARTICLE 44  
GENDER AND PLURAL**

44.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

#### **ARTICLE 45 SUCCESSORS**

45.01 This Agreement shall be binding upon both parties hereto and their respective successors.

#### **ARTICLE 46 COMMERCIAL DRIVERS LICENSE**

46.01 All bargaining unit employees who operate City vehicles, which require the operator to possess a Commercial Drivers License (CDL) or who's classification includes a requirement for a CDL, will be required to maintain a valid CDL as required by Ohio law, and said CDL shall be in compliance with the requirements of the job description.

46.02 All employees hired on or after the effective date of this Agreement into a classification that requires a CDL will as a condition of hire at minimum present proof on the first day of work that they have a CDL Instruction Permit. The Employer shall not reimburse a new hire the fee associated with obtaining a CDL Instruction Permit. The Employee newly hired shall receive on the job training at the Employer's expense and shall be required to obtain the necessary CDL within sixty (60) days from the first day of employment or be terminated. The Employer shall reimburse the Employee the fees associated with testing required to obtain the CDL such as pre-trip inspection test, off-road maneuvering test and the on-road driving test. Additional training above that offered on the job by the Employer's shall be at the Employees expense.

46.03 All employees promoted or transferred on or after the effective date of this Agreement into a classification that requires a commercial drivers license will as a condition of promotion or transfer, be required to possess a CDL Instruction Permit. The Employer shall reimburse employees promoted or transferred the fee associated with obtaining a CDL Instruction Permit once the Employee's classification change has occurred. This reimbursement shall be for the fee of taking the written examination only once and shall not cover the cost of any training the employee may require in order to pass the test. The Employee promoted or transferred shall receive on the job training at the Employer's expense and shall be required to obtain the necessary CDL within sixty (60) days from the first day of transfer. The Employer shall reimburse the Employee the fees associated with testing required to obtain the CDL such as pre-trip inspection test, off-road maneuvering test and the on-road driving test. Additional training above that offered on the job by the Employer's shall be at the Employees expense.

No Employee shall be removed from probation until such time as they have met the requirements of this section and the requirements of 18.05 are met. In the event that the Employee is unable to obtain the required CDL at the end of sixty (60) days then said Employee shall be returned to the classification which they previously held.

46.04 The Employer agrees to reimburse an employee every four (4) years for the additional fee above an Operator License for their Commercial Driver License (CDL) and endorsement as required by the Employee's Job Description with proof of payment to be submitted to the Department of Budget and Finance.

46.05 If the commercial driver's license requirement for a bargaining unit employee changes during the term of this Agreement (e.g. a new endorsement is required), affected employees shall receive training at the Employer's expense and shall take the required test. If such an employee fails to secure the appropriate commercial driver's license within six months of the effective date of the new requirement, then the Employer and the Union will meet and confer on the effects of such failure. In the absence of a mutual agreement, an employee who fails to obtain the required commercial driver's license will be placed in a vacant bargaining unit position for which he possesses the qualifications, if available. If such a vacancy is not available, the employee will be placed on a sixty (60) day leave of absence without pay in order to have further opportunities to pass the testing requirements. The employee will be laid off if he fails to complete the commercial driver's license testing requirements during the sixty (60) day leave of absence. An employee so affected shall not be permitted to exercise bumping rights under Article 16, but shall have recall rights under Article 16.

## **ARTICLE 47 CONTINUING EDUCATION**

47.01 Educational Benefits - The Employer will reimburse a portion of the cost of necessary charges for tuition to any Employee who, upon being granted prior approval as provided herein, successfully completes a course in employment related fields of study, as determined by the immediate supervisor, in a two-year, four-year, or graduate program at either the University of Akron, Kent State University, or other accredited institution of standing and comparable tuition costs. Approval is based upon the discretion of the Director of the respective department and City Manager who may approve attendance to courses if requested by the Employee in writing. Such request shall clearly state: 1) the Employee's desires and extent of curriculum; 2) established benefit to the Employer for allowing same; and 3) some statement of assurance that the Employee will in fact extend such skills to the Employer in the future without obligation to higher compensation.

47.02 The Employer may authorize reimbursement of the tuition cost to the employee who completes an approved course of study and attains a satisfactory grade, at the following rate:

100% reimbursement for an "A"

90% reimbursement for a "B"  
80% reimbursement for a "C"  
No (0%) reimbursement for a "D", "F", Incomplete or "Pass/Fail"

47.03 Required Documentation for Payment - Upon approval as provided in Section 47.01, an Employee claiming this benefit must submit evidence to the Employer documenting the grade received in the course. In addition, a paid receipt shall also be submitted showing payment in full for the charges, and evidence of the grade received in the course for which the charges were required. The Employer shall not reimburse the employee for charges for which the Employee is entitled to reimbursement from any other entity.

#### **ARTICLE 48 OHIO AFSCME LEGAL SERVICES**

48.01 Effective the first day of the month after the effective date of this agreement, the Employer shall contribute to the Ohio AFSCME Legal Services Fund, five dollars (\$5.00) per month per each employee who has completed his/her probationary period.

#### **ARTICLE 49 DISCIPLINE**

49.01 Whenever it becomes necessary to discipline its employees, the Employer shall retain all of those rights which are traditionally reserved thereto, subject only to those other procedures, limitations and options which are set forth in this Article.

49.02 All disciplinary action which is taken against a nonprobationary employee shall be for just cause, and no non-probationary employee shall be reduced in pay or position, suspended, or removed, except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other failure of good behavior.

49.03 No disciplinary action shall be taken against nonprobationary employee unless and until the employee is first notified of the basis for the action, which notification shall include a statement of the alleged facts upon which the disciplinary action is based. Such notification shall be in writing and served by personal service or certified return receipt mail to the employee and copy to the Union President within fifteen (15) working days from the day the Employer has completed the investigation of the event(s) necessitating the disciplinary action.

49.04 Upon receipt of the notice served upon the employee in Paragraph 49.03 above, the employee or the Union shall have five (5) working days to appeal any such action by appealing through the Grievance Procedure beginning at Step 3, or as provided by Paragraph 49.05.

49.05 Any disciplinary action which is appealed, shall be appealed beginning at Step 2 of the Grievance Procedure, unless the disciplinary action is one which is being imposed by the Department Director, in which case the grievance shall be appealed beginning at Step 3. Disciplinary actions may only be appealed to arbitration through the written demand of the Union.

49.06 Progressive discipline shall be used in all cases except those, where, in the opinion of the Employer, the circumstances of an offense or violation are of such a serious nature that prior progressive discipline is not required.

49.07 If a holiday, as defined in this Agreement, falls while an employee is under suspension, the holiday shall count as one of the suspension days and the employee shall not be paid for a holiday falling during the suspension period.

49.08 Disciplinary actions more than two (2) years old shall not be used for purposes of imposing discipline.

49.09 When an employee is called in regarding any disciplinary matter, or the investigation thereof, or when being served notice of disciplinary action, the employee shall have the right to Union representation. The Employer shall so inform the employee and shall call an appropriate Union representative to be present prior to said meeting or when notice of disciplinary action is being served on the employee.

## **ARTICLE 50 GRIEVANCE PROCEDURE**

50.01 A grievance shall be defined as a claim or dispute between the Union, an employee or group of employees and the Employer as to only interpretation, application, or violation of any terms or provisions of this Agreement. This Grievance Procedure shall be the sole and exclusive procedure for resolving any alleged violations of this Agreement.

50.02 The Union shall designate, in writing, addressed to the City Manager or his/her designee, those employees of the Employer who shall serve as grievance representatives. The composition of the Union's list of designated representatives may be changed by the Union upon notifying the City Manager or his/her designee in writing. In addition, employees may also be represented by a staff representative or members of the Union at any level of the Grievance Procedure.

50.03 The party asserting a grievance, his or her representative, and necessary witnesses who testify, shall be excused from duty to the extent necessary to permit them to participate in grievance meetings or arbitration hearings without loss of pay. However, to the extent practical, meetings will be scheduled between 8:00 a.m. and 5:00 p.m. on Mondays through Fridays except on holidays, unless the parties otherwise agree.

50.04 All references to the number of days shall be understood as working days, which are defined as Mondays through Fridays, except holidays.

50.05 If the grievant or his representative fails to initiate or appeal the Employer's decision within the specified time limits established herein, the grievance shall be deemed to have been withdrawn and be null and void. If the Employer fails to meet a deadline set by this procedure, the grievance shall automatically advance to the next step. However, this provision shall not mean that an honest attempt to settle grievances shall be passed on to the next responsible Employer representative to resolve. Settlement of a grievance at any step of this procedure shall be final and binding on the Employer, the Union and the employee(s).

50.06 Time limits may be waived upon written consent of both parties. Likewise, any step in this procedure may be eliminated by mutual written consent.

50.07 In any meeting or hearing, the grievant has the right to have his or her Union grievance representative in attendance. However, where the grievant does not choose to have a Union representative, the Union shall have the right to be present at the adjustment of any grievance. All grievances settled pursuant to this Procedure shall not be inconsistent with the terms and provisions of the Agreement.

50.08 The Union shall have the right to initiate and file a policy and/or group grievance which immediately and adversely affects all or a substantial group of employees, in addition to the individual employee filing the grievance, by filing any such grievance at Step 3 of the Grievance Procedure within five (5) days after its occurrence or after it has become known to the Union, whichever is later.

50.09 Grievance forms shall be provided by the Union in triplicate form. Copies of the grievance forms shall be assigned as appropriate for each respective step of this procedure.

#### Step 1.

An employee who has a grievance must file it in writing with his or her immediate supervisor within five (5) days of the date on which the events and circumstances giving rise to the grievance occurred or after it has become known, whichever is later. The grievance shall be filed in the presence of a designated grievance representative if at all possible. The employee must clearly state to the supervisor "this is a formal written grievance". The supervisor shall have three (3) days to submit a written answer to the grievant and the Union representative.

NOTE: If the grievant is employed in a division that has a Division Manager, the grievance shall be filed at Step 2, but the Division Manager shall be substituted for the Department Director. If the grievance is not settled with the Division Manager, then the grievance shall be re-filed at Step 2 with the Department Director hearing the grievance.

Step 2.

If the grievance is not settled at Step 1, then, within the time limit established by Section .09 and not more than three (3) days after receipt of the Supervisor's Step 1 answer, the employee or the Union may file a written appeal to the Department Director. The Department Director, or designee, shall hold a meeting with the employee and the Union's representative within three (3) days. The Department Director, or designee, shall send the employee and the Union representative a written decision within three (3) days of the meeting.

Step 3.

If the grievance is not settled at the Step 2, the Union may appeal, in writing, within seven (7) days after receipt of the Department Director's written decision, to the City Manager, or his/her designee. The City Manager, or his/her designee, shall, within seven (7) days of the receipt of the appeal, meet with the Supervisor or the Department Director, the Union representative, the Union's grievance chairman, the Union president and the aggrieved, and attempt to adjust the matter. The City Manager, or his/her designee, shall reduce her decision to writing and submit it to the Union president, Union Staff representative if any, and the aggrieved within seven (7) days after such meeting. If the grievance is unresolved, it may be submitted to arbitration pursuant to the Arbitration Procedure herein contained.

**ARTICLE 51  
ARBITRATION PROCEDURE**

51.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration by submitting to the City Manager a written demand for arbitration. Ten (10) days after submitting its demand for arbitration, the Union shall request the Federal Mediation and Conciliation Service to provide the parties duplicate panels of nine (9) arbitrators from within the State of Ohio and a copy of the request shall be simultaneously mailed to the Employer. If the parties are unable to agree upon which of those nine nominees shall serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list.

51.02 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The Arbitrator shall not decide more than one grievance on the same

hearing day or series of hearing days except by the mutual written agreement of the parties. The Arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The Arbitrator's award and decision shall be final and binding on the Employer, the Union and all affected employees.

51.03 The hearing or hearings shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service to the extent consistent with the terms of this Article 51.

51.04 The fees and expenses of the arbitrator will be paid by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The Employer shall provide a permanent hearing room. In the event of a "split" award, the Arbitrator shall apportion the Arbitrator's costs.

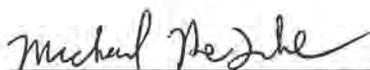
## ARTICLE 52 DURATION

52.01 This Agreement shall become effective at 12:01 a.m. on November 1, 2014 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, October 31, 2017.

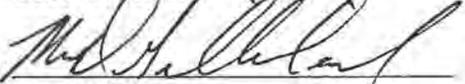
## ARTICLE 53 EXECUTION

53.01 In witness whereof, the parties hereto have caused this Agreement to be duly executed this 1<sup>st</sup> day of Dec, 2014.

For the Union:



Michael A. DeLuke  
Ohio Council 8



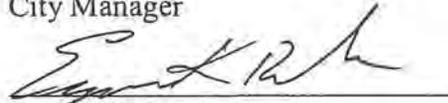
Max Gilliland  
Local President

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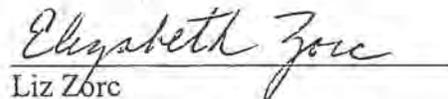
For the City:



David Ruller  
City Manager



Gene Roberts  
Director of Public Service



Liz Zorc  
Human Resources Manager

## APPENDIX A - UNIT CLASSIFICATION

Laborer  
Clerk Typist  
Junior Account Clerk  
Account Clerk  
Engineering Aid I  
Plant Mechanic  
Senior Account Clerk  
Tax Auditor  
Sr. Parks Crew Leader  
Repair Operator  
Service Technician Gardner  
Water Plant Operator  
Engineering Aid II  
Waste Water Laboratory Technician  
Waste Water Plant Operator  
Service Worker  
Master Mechanic  
Mechanic  
Mechanic Helper  
Public Health Sanitarian  
Water Laboratory Technician  
Maintenance Worker/Carpenter  
Park Maintenance Laborer  
Tax Auditor  
Clerk Typist \*\*  
Chief Operator-Water Plant  
Chief Operator-Water Reclamation Facility  
Chief Operator-Central Maintenance  
Seasonal Park Maintenance Worker

\*\* DESIGNATES PART-TIME

## APPENDIX B - CLASSIFICATION SERIES

### Budget and Finance

Sr. Account Clerk  
Tax Auditor  
Account Clerk  
Jr. Account Clerk

### Central Maintenance

Account Clerk  
Service Tech/City Gardener  
Master Mechanic  
Mechanic  
Maintenance Worker/Carpenter  
Chief Operator Central Maint.  
Repair Operator  
Mechanic Helper  
Service Worker  
Laborer\*

### Engineering

Engineering Aide II  
Engineering Aide I

### Health

Public Health Sanitarian

### Park Department

Account Clerk  
Sr. Parks Crew Leader  
Parks Maintenance Laborer  
Laborer\*  
Seasonal Park Maintenance Worker

### Water Reclamation Facility

Wastewater Lab. Tech.  
Plant Mechanic  
Wastewater Plant Operator  
Laborer\*  
Chief Operator Wastewater Plant

### Water Treatment Plant

Water Plt. Lab. Tech.  
Plant Mechanic  
Water Plant Operator  
Laborer  
Chief Operator Water Plant

\* If such a position is created within such division

**APPENDIX C - UNIT CLASSIFICATION MERGED/DELETED/ABOLISHED**

**LETTER OF UNDERSTANDING/AGREEMENT**  
**CERTIFIED UNIT CLASSIFICATION RETITLED/**  
**MERGED/DELETED/ABOLISHED**

The parties to the Master Labor Agreement, effective January 1, 1994 (City of Kent, and Ohio Council 8 and Local 379, AFSCME, AFL-CIO), hereby mutually agree that the bargaining unit classifications within the City of Kent jurisdiction, as set forth in "List B" have been removed and abolished from the deemed certified "List A" of bargaining unit inclusions.

Should the City of Kent recreate the classifications as set forth in "List B" the parties shall add the recreated classifications to the recognized bargaining unit.

**"LIST A"**

**DEEMED CERTIFIED CLASSIFICATIONS**

For the Agreement of January 1, 1982 to December 31, 1984

Custodian  
Utilities Billing Clerk I  
PBX Operator  
Clerk Typist I  
Clerk Typist I - Part time  
Junior Accounting Clerk I  
Clerk Typist I - Parks & Recreation  
Clerk Typist II  
Utilities Billing Clerk II  
Junior Accounting Clerk II  
Engineering Aide I  
Laborer II  
Plant Mechanic  
Laborer I  
Senior Accounting Clerk I  
Tax Auditor  
Sr. Parks Crew Leader  
Maintenance Worker/Carpenter  
Equipment Operator I  
Water Plant Operator  
Engineering Aide II  
Waste Water Lab Technician  
Waste Water Plant Operator  
Equipment Operator II  
Water Service Worker

Master Mechanic  
Mechanic  
Mechanic Helper  
Equipment Operator III  
Water Repair Operator  
Water Operator I  
Waste Water Operator I  
Public Health Sanitarian  
Project Inspector  
Water Operator II  
Waste Water Operator II  
Water Operator III  
Waste Water Operator III  
Water Lab *Technician*

"LIST B"

**REMOVED/ABOLISHED CLASSIFICATION**

Custodian  
Utilities Billing Clerk I  
PBX Operator  
Junior Accounting Clerk I  
Clerk Typist I - Parks & Recreation  
Utilities Billing Clerk II  
Junior Accounting Clerk II  
Laborer II  
Laborer I  
Senior Accounting Clerk I  
Equipment Operator I  
Equipment Operator II  
Water Service Worker  
Equipment Operator III  
Water Repair Operator  
Water Plant Operator I  
Waste Water Plant Operator I  
Project Inspector  
Water Operator II  
Waste Water Operator II  
Water Operator III  
Waste Water Operator III  
Clerk Typist I  
Clerk Typist II

**EXHIBIT A – WAGE RATE for period**  
November 1, 2014 through October 31, 2015

11/1/2014 through 10/31/2015	2015	2015	2015	2015	2015
Position	Step	Step	Step	Step	Step
	1	2	3	4	5
Laborer	\$14.88	\$15.44	\$15.99	\$16.57	\$17.13
Park Maintenance Laborer	\$17.92	\$18.83	\$19.71	\$20.76	\$21.77
Clerk Typist	\$16.37	\$17.17	\$18.05	\$18.96	\$19.92
Account Clerk	\$17.92	\$18.83	\$19.71	\$20.76	\$21.77
Engr. Aide I	\$22.76	\$23.92	\$25.15	\$26.35	\$27.65
Tax Auditor	\$19.91	\$20.96	\$22.00	\$23.07	\$24.26
Sr. Account Clerk	\$19.91	\$20.96	\$22.00	\$23.07	\$24.26
Engr. Aide II	\$19.81	\$20.76	\$21.84	\$22.94	\$24.04
Waste Water Plant Operator	\$19.81	\$20.76	\$21.84	\$22.94	\$24.04
Water Plant Operator	\$19.81	\$20.76	\$21.84	\$22.94	\$24.04
Service Workers	\$19.81	\$20.76	\$21.84	\$22.94	\$24.04
Service Tech/City Gardener	\$20.76	\$21.79	\$22.94	\$24.02	\$25.20
Sr. Parks Crew Leader	\$20.76	\$21.79	\$22.94	\$24.02	\$25.20
Mechanic Helper	\$19.81	\$20.76	\$21.84	\$22.94	\$24.04
Repair Operator	\$20.76	\$21.79	\$22.94	\$24.02	\$25.20
Maintenance Worker/Carpenter	\$20.76	\$21.79	\$22.94	\$24.02	\$25.20
Mechanic	\$21.85	\$22.95	\$24.02	\$25.15	\$26.33
Plant Mechanic	\$21.85	\$22.95	\$24.02	\$25.15	\$26.33
Water Lab Tech.	\$22.76	\$23.92	\$25.15	\$26.35	\$27.65
Waste Water Lab Tech	\$22.76	\$23.92	\$25.15	\$26.35	\$27.65
Public Health Sanitarian	\$22.76	\$23.92	\$25.15	\$26.35	\$27.65
Chief Sanitarian	\$25.79	\$26.94	\$28.18	\$29.38	\$30.68
Master Mechanic	\$23.38	\$24.49	\$25.66	\$26.82	\$28.14
Chief Operator Water Plant	\$22.76	\$23.92	\$25.15	\$26.35	\$27.65
Chief Operator Waste Water Plant	\$22.76	\$23.92	\$25.15	\$26.35	\$27.65
Chief Operator Central Maintenance	\$22.76	\$23.92	\$25.15	\$26.35	\$27.65
Seasonal Park Maintenance Worker	\$9.84	\$10.36	\$10.83	---	---

**EXHIBIT B – WAGE RATE for period**  
November 1, 2015 through October 31, 2016

11/1/2015 through 10/31/2016	2016	2016	2016	2016	2016
Position	Step	Step	Step	Step	Step
	1	2	3	4	5
Laborer	\$15.33	\$15.90	\$16.47	\$17.07	\$17.64
Park Maintenance Laborer	\$18.46	\$19.39	\$20.30	\$21.38	\$22.42
Clerk Typist	\$16.86	\$17.69	\$18.59	\$19.53	\$20.52
Account Clerk	\$18.46	\$19.39	\$20.30	\$21.38	\$22.42
Engr. Aide I	\$23.44	\$24.64	\$25.90	\$27.14	\$28.48
Tax Auditor	\$20.51	\$21.59	\$22.66	\$23.76	\$24.99
Sr. Account Clerk	\$20.51	\$21.59	\$22.66	\$23.76	\$24.99
Engr. Aide II	\$20.40	\$21.38	\$22.50	\$23.63	\$24.76
Waste Water Plant Operator	\$20.40	\$21.38	\$22.50	\$23.63	\$24.76
Water Plant Operator	\$20.40	\$21.38	\$22.50	\$23.63	\$24.76
Service Workers	\$20.40	\$21.38	\$22.50	\$23.63	\$24.76
Service Tech/City Gardener	\$21.38	\$22.44	\$23.63	\$24.74	\$25.96
Sr. Parks Crew Leader	\$21.38	\$22.44	\$23.63	\$24.74	\$25.96
Mechanic Helper	\$20.40	\$21.38	\$22.50	\$23.63	\$24.76
Repair Operator	\$21.38	\$22.44	\$23.63	\$24.74	\$25.96
Maintenance Worker/Carpenter	\$21.38	\$22.44	\$23.63	\$24.74	\$25.96
Mechanic	\$22.51	\$23.64	\$24.74	\$25.90	\$27.12
Plant Mechanic	\$22.51	\$23.64	\$24.74	\$25.90	\$27.12
Water Lab Tech.	\$23.44	\$24.64	\$25.90	\$27.14	\$28.48
Waste Water Lab Tech	\$23.44	\$24.64	\$25.90	\$27.14	\$28.48
Public Health Sanitarian	\$23.44	\$24.64	\$25.90	\$27.14	\$28.48
Chief Sanitarian	\$26.56	\$27.75	\$29.03	\$30.26	\$31.60
Master Mechanic	\$24.08	\$25.22	\$26.43	\$27.62	\$28.98
Chief Operator Water Plant	\$23.44	\$24.64	\$25.90	\$27.14	\$28.48
Chief Operator Waste Water Plant	\$23.44	\$24.64	\$25.90	\$27.14	\$28.48
Chief Operator Central Maintenance	\$23.44	\$24.64	\$25.90	\$27.14	\$28.48
Seasonal Park Maintenance Worker	\$10.14	\$10.67	\$11.15	---	---

**EXHIBIT C – WAGE RATE for period**  
November 1, 2016 through October 31, 2017

11/1/2016 through 10/31/2017	2017	2017	2017	2017	2017
Position	Step	Step	Step	Step	Step
	1	2	3	4	5
Laborer	\$15.83	\$16.42	\$17.01	\$17.62	\$18.21
Park Maintenance Laborer	\$19.06	\$20.02	\$20.96	\$22.07	\$23.15
Clerk Typist	\$17.41	\$18.26	\$19.19	\$20.16	\$21.19
Account Clerk	\$19.06	\$20.02	\$20.96	\$22.07	\$23.15
Engr. Aide I	\$24.20	\$25.44	\$26.74	\$28.02	\$29.41
Tax Auditor	\$21.18	\$22.29	\$23.40	\$24.53	\$25.80
Sr. Account Clerk	\$21.18	\$22.29	\$23.40	\$24.53	\$25.80
Engr. Aide II	\$21.06	\$22.07	\$23.23	\$24.40	\$25.56
Waste Water Plant Operator	\$21.06	\$22.07	\$23.23	\$24.40	\$25.56
Water Plant Operator	\$21.06	\$22.07	\$23.23	\$24.40	\$25.56
Service Workers	\$21.06	\$22.07	\$23.23	\$24.40	\$25.56
Service Tech/City Gardener	\$22.07	\$23.17	\$24.40	\$25.54	\$26.80
Sr. Parks Crew Leader	\$22.07	\$23.17	\$24.40	\$25.54	\$26.80
Mechanic Helper	\$21.06	\$22.07	\$23.23	\$24.40	\$25.56
Repair Operator	\$22.07	\$23.17	\$24.40	\$25.54	\$26.80
Maintenance Worker/Carpenter	\$22.07	\$23.17	\$24.40	\$25.54	\$26.80
Mechanic	\$23.24	\$24.41	\$25.54	\$26.74	\$28.00
Plant Mechanic	\$23.24	\$24.41	\$25.54	\$26.74	\$28.00
Water Lab Tech.	\$24.20	\$25.44	\$26.74	\$28.02	\$29.41
Waste Water Lab Tech	\$24.20	\$25.44	\$26.74	\$28.02	\$29.41
Public Health Sanitarian	\$24.20	\$25.44	\$26.74	\$28.02	\$29.41
Chief Sanitarian	\$27.42	\$28.65	\$29.97	\$31.24	\$32.63
Master Mechanic	\$24.86	\$26.04	\$27.29	\$28.52	\$29.92
Chief Operator Water Plant	\$24.20	\$25.44	\$26.74	\$28.02	\$29.41
Chief Operator Waste Water Plant	\$24.20	\$25.44	\$26.74	\$28.02	\$29.41
Chief Operator Central Maintenance	\$24.20	\$25.44	\$26.74	\$28.02	\$29.41
Seasonal Park Maintenance Worker	\$10.47	\$11.02	\$11.51	---	---

**EXHIBIT D - NOTICE OF BUMPING**

TO: City Manager

FROM: \_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Classification/Department/Division

I hereby give notice of bumping and wish to exercise my "bumping rights" in accordance with

Article \_\_\_\_\_ Layoff/Recall, from my present classification of

\_\_\_\_\_, to the classification of:

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Received by

cc: Employee  
Union President

**EXHIBIT E - BID APPLICATION FOR VACANCY**

I wish to apply for the vacancy of \_\_\_\_\_  
\_\_\_\_\_. My present classification is  
\_\_\_\_\_.

\_\_\_\_\_  
Date of Application

\_\_\_\_\_  
Applicant's Signature

Received by: \_\_\_\_\_

Date Received: \_\_\_\_\_

copy to:     Applicant  
              Union President

**EXHIBIT F – MEDICAL BENEFITS**

**MEDICAL**

**Cash Deductibles:**

**Effective  
January 1, 2006**

Insured Person Deductible . . . . .	<b>\$260</b>
Family Deductible . . . . .	<b>\$520</b>

**Benefit Percentage (paid by the Plan)**

Network	90% of the Network Provider Charge unless Specifically noted otherwise
Non-network	80% of Reasonable and Customary (R&C) Unless Specifically noted otherwise

**Deductible is waived on account of:**

- Covered Expense incurred for surgery performed while not Hospital confined.
- Covered Expense incurred up to \$200 per family per year for physical examination of the employee or his/her family by a physician, but excluding an eye examination for the purpose of prescribing corrective lenses or any dental examination.

**Note:** Well Child Care expenses for a Dependent child age one to age nine are first considered for reimbursement under the Routine Physical Examination benefit above. If the Routine Physical Examination Family Maximum is exhausted, the Well Child expenses are reimbursed subject to the Calendar Year Deductible Amount. Benefit Percentage and Out-of-Pocket Maximum, not to exceed a maximum payable of \$150 per calendar year under the Routine Physical Examination benefit and Well Child Care benefit combined.

**Deductible is waived and Plan pays 100% of R&C for the following:**

- Effective January 1, 2009, Covered Expense up to \$750 incurred for “well baby” care during the first year after birth or a dependent if services are obtained from an in-network provider. The Plan will pay 80% of R&C if the provider is not an in-network provider.
- Effective January 1, 2009 all “well baby” immunizations from birth through age two, if such immunizations are obtained from a network provider. Immunizations shall be those most

currently recommended by the Advisory Committee on Immunizations Practices (ACIP), as listed on the Center for “Disease Control and Prevention; Recommended and adolescent immunization schedule”. The Plan will pay 80% of R&C of covered immunization if the immunizations are not through a network provider.

- The first \$3,000 of Covered Expense incurred for hospital charges during any illness while the insured person is confined to a hospital (additional eligible expenses are payable subject to the calendar year deductible amount and out-of-pocket maximum).
- The first \$250 of Covered Expense incurred as a result of an accident (treatment within 72 hours).
- Optional second surgical opinion - maximum benefit payable of \$150 per opinion.
- One pap test and mammogram, routine or with diagnosis, per calendar year.

In addition, the payment rate shall be 100% for all Covered Expense incurred during the rest of the calendar year after the Coinsurance Limit for that year has been reached.

The Coinsurance Limit for an insured person is reached when \$4,000 of Covered Expense payable at a rate less than 100% is incurred during a calendar year. The Coinsurance Limit for a family is reached when \$8,000 of Covered Expense payable at a rate less than 100% is incurred during a calendar year. The Coinsurance Limits do not include the Cash Deductible.

**Maximum Out-of-Pocket Liability:**

	<b>Effective January 1, 2006</b>
<b>Network</b>	
Individual coverage . . . . .	\$660
Family coverage	\$1,320
<b>Non-network</b>	
Individual coverage . . . . .	\$1,060
Family coverage . . . . .	\$2,120

The maximum out-of-pocket liability does not include mental illness or substance abuse treatment expenses nor expenses incurred because of failure to comply with the Hospital Pre-admission Certification requirement.

**Benefit Limits (Lifetime):**

Members who are entitled to Medicare . . . . .	\$5,000
--	---------

All other members . . . . . \$2,000,000

**Benefit Limits (subject to the Overall Lifetime Maximum):**

- Covered Expense for diabetic instruction programs shall not exceed \$100 per calendar year.
- Covered Expense for charges by a chiropractor or podiatrist shall not exceed \$400 per year per family.
- Covered Expense for a skilled nursing facility shall not exceed 100 days per calendar year.

Benefits payable for all treatment (Inpatient and Outpatient) of Substance Abuse are limited to a lifetime maximum of \$25,000 per Covered Person.

Benefits payable for all treatment (Inpatient) of Mental Illness are limited to a lifetime maximum of 30 days per Covered Person.

- Mental Illness and Substance Abuse outpatient treatment shall be limited to 50% of R&C (to a maximum benefit payable of \$40 per visit for Substance Abuse Treatment) limited to a combined maximum of 50 visits per calendar year.

**MISCELLANEOUS**

- Unmarried children who are at least 19 but less than 23 year of age are covered if they depend on the insured person for financial support and are enrolled as students in regular full-time attendance at a high school, college or university.
- Following a lay-off, a full-time employee and his/her eligible dependents will continue to be insured for not more than sixty (60) days.
- There shall be a carry-over of cash deductible for covered expenses incurred in last three months of calendar year.

**Cost Containment:**

- Mandatory second surgical opinion.
- No coverage for charges incurred as a result of admission to a Hospital that occurs between Thursday midnight and Sunday noon unless it is an emergency admission certified by the physician.
- Pre-certification for a Hospital admission.
- Right of subrogation.

## EXHIBIT G - PRESCRIPTION DRUG PLAN

- The prescription drug plan provider will issue a drug plan card that will enable a covered individual to purchase up to a fifteen (15) day supply of a prescription drug that is needed on an emergency basis. From the effective date of this Agreement through April 30, such purchase will be subject to a deductible (per prescription) of \$5 for generic and \$10 for name brand drug. As of May 1, 2006, such purchase will be subject to the deductible (per prescription) of \$7.50 for generic, \$15.00 for formulary drugs, and \$25.00 for non-formulary drugs.
- Non-emergency prescriptions or prescriptions in excess of the initial fifteen day supply must be purchased directly from the prescription drug plan provider. Postage paid envelopes and a toll free telephone number will be provided. From the effective date of this Agreement through April 30, 2006, covered drugs furnished by the prescription drug plan provider for up to a ninety (90) day supply will be provided completely free of charge with no deductible or co-payment. As of May 1, 2006, the plan will require a deductible (per prescription) of \$15.00 for generic, \$30.00 for formulary drugs, and \$50.00 for non-formulary drugs.
- Covered Expenses under the prescription drug plan are limited to “legend drugs” used in the treatment of illness or injury. “Legend drugs” are those which cannot be dispensed without a prescription.
- Covered Expense under the prescription drug plan does not include expenses for:
  - \* Drugs obtained without a prescription.
  - \* Therapeutic devices such as hypodermic needles, syringes, support garments and non-medical substances, except materials relating to the injection of insulin.
  - \* Administration drugs.
  - \* Drugs limited by federal law to investigational use.
  - \* Drugs dispensed while you are confined in a facility which provides medical care.
  - \* Drug refills in excess of the number stated by the doctor.
  - \* Drug refills dispensed more than one year after the date of the prescription.
  - \* Immunization agents, biological sera, and blood or blood plasma.
  - \* Contraceptive drugs or materials.
  - \* The prescription drug plan provider will supply up to a 100 day supply of maintenance medication when authorized by the prescriber.

## **EXHIBIT H – FLEXTIME**

### **LETTER OF UNDERSTANDING/AGREEMENT**

(Flexitime)

This Letter of Understanding/Agreement between the City of Kent, hereinafter referred to as the "Employer" and the American Federation of State, County, and Municipal Employees, AFL-CIO, Ohio Council 8 and Local 379, hereinafter referred to as the "Union" agree as follows:

- 1) Notwithstanding Section 19.02 under Article XIX - Hours of Work as it pertains to clerical employees affected in the Employer's Finance Department, City Building facility only, the Employer and Union agree to a trial "Flexitime" work week schedule for a one (1) year period.
- 2) Such Flexitime schedule shall not affect or alter any other provisions of Article XIX or the Master Agreement.
- 3) Such Flexitime schedule shall be optional for affected Finance Department employees in Section 1 above to the extent the employees' supervisor may schedule employees and adjust their work week schedule to accommodate fluctuating work week loads of the Employer. Such adjustment is not intended, nor shall schedules be adjusted, to avoid the payment of overtime.
- 4) The Union President and Steward for the Finance Department shall be given notification, in writing, of affected employees workweeks under such flexitime scheduling.
- 5) The Union or Employer may call for a Labor/Management meeting at any time to discuss and/or attempt to resolve any problems or disputes relevant to the above flexitime workweek provisions.
- 6) The trial period may be mutually extended by the parties to this Letter of Understanding/Agreement.
- 7) The Employer shall review the anticipated flexitime provision with the Union President and Steward for the Finance Department prior to implementation of the above.

