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SERVICE UNIT

2015 - 2017

AGREEMENT

BETWEEN

THE

CITY OF STOW

AND

LOCAL 2809

**STOW CHAPTER OF THE
AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO**

AND

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

**EFFECTIVE DATE: January 1, 2015
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ARTICLE I PURPOSE

1.01 This Agreement is entered into between the City of Stow, Ohio, hereinafter referred to as the City and Local 2809, Stow Chapter of the American Federation of State, County, and Municipal Employees, AFL-CIO, and Ohio Council 8, of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, to achieve better understanding and to provide a peaceful adjustment of differences between the parties.

1.02 The purpose of this Agreement is to provide for collective bargaining on all matters regarding wages, hours, terms, and other conditions of employment for employees covered under this Agreement. The pronoun “him” will be used throughout this Agreement to represent references to either him or her.

ARTICLE II RECOGNITION

2.01 Local 2809, Stow Chapter of the American Federation of State, County, and Municipal Employees, AFL-CIO, and Ohio Council 8, of the American Federation of State, County, and Municipal Employees, AFL-CIO, is hereby recognized as the sole and exclusive bargaining agent for the employees in the bargaining unit, as spelled out in Article IV of this Agreement.

2.02 The Union shall furnish the City with an official roster of its local officers and representatives, to be kept current at all times. It shall include the following:

1. Name;
2. Address;
3. Home Telephone Number; and
4. Department.

ARTICLE III SUBJECT MATTER OF NEGOTIATIONS

3.01 All of the following current and future matters are subject to collective bargaining:

1. Wages and Fringe Benefits;
2. Hours of Work; and
3. Terms and Conditions of Employment.

3.02 Except as expressly and specifically limited or modified by express reference hereto, it is agreed that the City has and shall retain, without regard to frequency of exercise, all rights to operate and manage its affairs and employees which are explicitly or implicitly conferred on the City by constitution, statute or any other source of law.

By mutual agreement between the Union and the City, the following are the exclusive rights and responsibilities of the City.

1. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget and appropriations, utilization of technology, and organizational structure.
2. To direct, supervise, evaluate, or hire and select employees;
3. To maintain and improve the efficiency and effectiveness of City operations;
4. To determine the overall work methods, processes, means, equipment or personnel by which City operations are to be conducted;
5. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain, and classify employees;
6. To determine the adequacy, size and composition of the work force, including the necessity for overtime;
7. To determine employment standards and job classifications;
8. To determine the overall mission of the City as a unit of government;
9. To effectively manage the work force; and
10. To take actions to carry out the mission of the City as a governmental unit.

3.03 This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements of the parties prior hereto, except as set forth herein in writing or as expressly continued herein. Any amendments hereto shall be set forth in writing and made part of this Agreement. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the City and/or any City official nor shall this Agreement be construed as transferring or eliminating the right of the Union to bargain collectively for all covered employees. This Agreement shall be recognized as requiring the City and the Union to follow the provisions herein prescribed to the extent they are applicable in the exercise of the authority conferred upon them by law.

ARTICLE IV BARGAINING UNIT

4.01 Except as they may be excluded according to the provisions of Article V, the following classifications shall comprise the Union bargaining unit and are hereby provided full coverage under the terms and conditions of this Agreement immediately upon employment with the City:

1. Clerk
2. Switchboard Operator
3. Clerk-Typist
4. Account Clerk I
5. Clerk/Typist-Machine Operator I (Support Staff I)
6. Clerk/Typist-Machine Operator II (Support Staff II)
7. Secretary I
8. Secretary II
9. Service Department Aide
10. Clerical Aide I
11. Clerical Aide II
12. Laborer I
13. Laborer II
14. Parks Operator I
15. Parks Operator II
16. Operator I
17. Operator II
18. Specialist-Roads
19. Specialist-Cemetery
20. Specialist-Parks
21. Custodian I

22. Custodian II
23. Carpenter
24. Electronic Signal Technician
25. Dog Warden/Animal Control Officer/ Community Service Officer
26. Specialist-Service
27. Custodial Aide
28. Laborer
29. Inspector-Building
30. Mechanics Helper
31. Inspector-Zoning
32. Working (Field) Foreman
33. Water Operator I
34. Water Operator II
35. Any newly created classifications, subject to the exclusions under Article V, provided however, that when new classifications are created and such classifications are similar to classifications listed above they shall automatically become included by letter of attachment to this Agreement. If any classifications are under dispute as to inclusion, then this Agreement shall be reopened within thirty (30) days upon written notice by either party to provide open negotiations as to wages, hours, or terms and conditions of employment for such disputed classifications.

ARTICLE V **PERSONNEL EXCLUDED FROM THE BARGAINING UNIT**

5.01 The following are excluded from the bargaining unit:

1. Management, supervisory and/or Category I employees
2. Elected or appointed officials
3. Sworn police or firefighters and reserve or volunteer police and firefighters

4. Secretaries to department or division heads as follows:
 - A. Mayor
 - B. Director of Planning and Development
 - C. Director of Finance
 - D. Director of Law
 - E. Director of Public Service
 - F. Director of Parks and Recreation
 - G. Police Chief
 - H. Fire Chief
 - I. City Engineer
5. Seasonal and casual employees, student or intern employees
6. Fiduciary employees
7. Confidential employees
8. Employees of City Council
9. Employees of the City Youth Division
10. Employees of the City Finance and Income Tax Departments having direct access to personnel payroll and tax information and/or related records
11. Part-time employees working less than twenty-six (26) hours per week
12. Employees of the Chief Executive's office whose principal duties are directly related to the performance of executive functions

5.02 Category I employee positions, as designated in City ordinances, shall not be added to existing or amended ordinances for the sole purpose of eroding the bargaining unit.

**ARTICLE VI UNION REPRESENTATION &
LABOR-MANAGEMENT COMMITTEE**

6.01 The Union's duly constituted representatives shall have the following rights and duties:

1. To represent and negotiate on behalf of said covered employee (s) on matters directly pertaining to employer-employee labor relations in the areas of wages, hours, or terms and conditions of employment under this Agreement.
2. To represent covered employee(s) in grievances in accordance with Article X, Grievance Procedure, when requested by such covered employee(s).
3. To represent covered employee(s) in disciplinary and working site safety and related health matters, reasonably related to job performance, excluding personal health matters.
4. To be present, without intervening, at the adjustment of grievances when the covered employee has chosen not to have Union representation.
5. To represent employees on the Labor-Management Committee, which shall be comprised of equal membership from the Union and the City and shall meet regularly to consider and resolve issues and common problems mutually determined by the Union and the City to be in the interest of the parties.

6.02 The bargaining unit divisions may select one (1) steward and one (1) alternate steward who shall represent the covered employees when appropriate. A total of one steward or alternate steward shall be excused, at no loss of pay or benefits, for such amount of time during working hours as may be approved, in advance, by the City, to investigate and process grievances, disciplinary matters, safety and health matters, or any matter covered under this Agreement. The City shall not arbitrarily withhold such time-off.

The alternate steward shall act as steward only when the steward is absent, unavailable or personally involved in the grievance, disciplinary action, or safety and health matter presented.

6.03 In the absence of prior City approval, solicitation of membership and other internal Union business shall be conducted only during the non-work time of all employees concerned. Such prohibition shall not pertain to matters relating directly to collective bargaining, covered employee grievances, or covered employee discipline as long as prior City approval is obtained. Such approval shall not be unreasonably withheld.

6.04 The City agrees to provide to the Union President periodically, in hard copy and electronic form, a list of all bargaining unit employees that includes the following information: name, work address, work telephone number, Employer ID, date of hire, classification, pay rate, shift, department and work location. The Employer agrees to notify the President, in writing, the

hiring of any new employees covered under the bargaining unit, Local 2809, including the above information.

ARTICLE VII UNION SECURITY – CHECK-OFF & MAINTENANCE OF MEMBERSHIP

7.01 Check-Off - During the term of this Agreement between the City and the Union, the City will check-off current monthly dues, fees and/or assessments as designated by the Treasurer of Local 2809 on the basis of individually signed voluntary check-off authorization cards for Union members. Dues shall be deducted from the first pay of each month. Dues deductions, on the basis of member(s)' authorization cards submitted to the City, shall commence in the month in which the City receives such authorization card or in which said card(s) becomes effective, whichever is later. The amount to be deducted shall be certified to the City Payroll Officer by the Treasurer of the Union. One (1) month advance notice must be given to the City Payroll Officer prior to making any changes in member employee(s)' dues deductions or other deductions. The City shall furnish to the treasurer of the Union payment in the aggregate amount of the deductions with an alphabetical listing of the employees from whom the deductions were made. Every effort shall be made to transmit said payment and list to the Union no later than the tenth working day following the payday in which the deductions were made. A copy of dues deductions shall also be forwarded to the Ohio Council 8, Akron Regional Office. Employees may withdraw or revoke voluntary authorization cards in accordance with the checkoff card on file.

7.02 Indemnifications - The Union shall indemnify, save and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon said authorization card furnished to the City by the Union or other actions taken by the City for the purposes of complying with this article.

7.03 Fair Share Fee - Each bargaining unit employee hired after April 25, 2002, who does not become a member in good standing of the Union after 120 days of employment, shall pay a fair share fee to the Union as a condition of employment. Each bargaining unit employee who was employed on or prior to April 25, 2002, shall not be required to pay a fair share fee.

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 written authority from the employee. Payment to the Union of the fair share fee deduction shall be made in accordance with the regular dues deductions as provided herein.

ARTICLE VIII SAFETY AND HEALTH

8.01 Responsibilities - The City and the Union agree that safety of the covered employees is the mutual concern of both parties and should be addressed in this Agreement.

8.02 Protective Equipment - Protective equipment shall be required by the City when the City determines the equipment to be reasonably necessary to protect its covered employees from injury, or safety and health hazards. Such protective equipment shall be provided by the City and shall be required to be worn upon the reasonable directive of the covered employee's immediate

supervisor provided, however, such protective equipment, or the absence thereof, shall not constitute a failure to meet any specific workers' compensation or O.S.H.A. safety standards.

8.03 First Aid Kits - Fully supplied first aid kits shall be made available in the City Garage, Silver Springs Park, City Hall, and other locations where determined by the City to be reasonably necessary.

8.04 Reporting - All covered employees shall promptly report in writing to their management supervisor any unsafe working conditions. Covered employees shall not be required to perform unduly hazardous work where he or she may be exposed to an imminent risk of serious health hazard, injury or death. In order to provide necessary information for the certification of Workers' Compensation claims, unless the employee is hospitalized, all covered employees involved in an accident on the job shall report in writing such accident to their management supervisor within twenty-four (24) hours after such occurrence. If circumstances make it impossible to do so, the written report shall be submitted as soon as is reasonably possible thereafter, including the reason(s) why the report was not filed within twenty-four (24) hours. The supervisor shall fill out a written supervisor's report on all reported accidents. Upon request by the covered employee or the Union, a copy of said report shall be furnished.

8.05 Medical Exams - A medical examination may be requested or required by the City at the time of initial hiring or, as a result of an accident, injury, or serious illness, return to work, or fitness for duty and with prior notification to the bargaining unit employee. Said exam, if requested or required by the City, shall be paid by the City and shall be at no loss of pay or benefits or cost to said employee. The covered employee and the City shall be given, within forty-eight (48) hours of an examination, a full copy of said exam and complete access to its result and interpretations.

8.06 Substantiation of Sick Leave Use - The provisions of this article shall not interfere with the requirements of covered employees to provide substantiation of sick leave use.

ARTICLE IX USE OF CITY FACILITIES

9.01 The City bulletin boards may be used by the Union for notices regarding the following:

1. Recreational and social affairs of the Union;
2. Union elections and nominations;
3. Union meetings;
4. Reports of Union committees; and
5. Rulings or policies of the International Union, Ohio Council 8, or Local 2809.

9.02 Any materials so posted shall not contain anything political or anything reflecting upon the City or any of its officials or employees, and shall be signed by an official representative of

the Union. The City of Stow shall be permitted to remove any posted material not in conformance with the provisions of this article. The City shall notify the Union of any such removals in writing within twenty-four hours of any such removal.

ARTICLE X **COVERED EMPLOYEES'**
GRIEVANCE PROCEDURE

10.01 Grievance - A grievance is a dispute between the City and the Union, or a covered employee or group of covered employees as to the interpretation, application, or violation of any terms or provisions of this Agreement relating to wages, hours, or terms and conditions of employment.

10.02 Any grievance shall be remedied through the following procedure:

STEP 1 - Any covered employee(s) shall attempt to resolve any controversy, difference, or dispute with their immediate supervisor before proceeding with the subsequent steps governing grievance procedures.

STEP 2 - If not settled in Step 1, the covered employee(s) shall present his written grievance to the department manager within three (3) working days after the grievable matter has become known to the covered employee(s). The department manager shall review the grievance with the covered employee(s), and with the Chairman of the Grievance Committee of the Union, or said chairman's designated representative. Copies of the written grievance are to be furnished to the Department Director, to the covered employee(s)' immediate supervisor, and to the Union. The department manager or his designated representative shall within three (3) working days, furnish a written answer to the grievance to the covered employee(s), the Union, the Department Director and the covered employee(s)' immediate supervisor. If the covered employee(s) or the Union does not invoke Step 3 within three (3) working days after the written answer, said alleged grievance shall be considered satisfactorily resolved by all the parties concerned.

STEP 3 - If the grievance is not resolved at the second Step, the Union shall have the right to appeal, in writing, within three (3) working days after receipt of the department manager's written answer to the grievance, to the Department Director, with copies of said grievance furnished to the Mayor and the Union. The Department Director shall individually confer with the department manager and the covered employee(s), who may be accompanied by the Union Grievance Committee Chairman or his designated representative, before making a determination in the matter. The decision by the Department Director or his designated representative shall be in writing and submitted to the covered employee(s), the Mayor, the Union, and the covered employee(s)' immediate supervisor and department manager within five (5) working days after the herein required answer of the Department Director. If the covered employee(s) does not invoke Step 4 within ten (10) working days after the written answer, said alleged

grievance shall be considered to be satisfactorily resolved by all parties concerned.

STEP 4 - If the grievance is not resolved at Step 3, the Union may appeal, in writing, within ten (10) working days after receipt of the Step 3 written decision, to the Mayor, or his/her designee. The Mayor, or his/her designee, within ten (10) working days of the receipt of the appeal, shall meet with the supervisor and/or Department Director, other City officials deemed appropriate, the Union Staff Representative, the Union Grievance Chair, the Union President and the aggrieved, and attempt to adjust the matter. The Mayor, or his/her designee, shall reduce his/her decision to writing and submit it to the Union President and Union Staff Representative, within ten (10) working days after such meeting. If the grievance is unresolved, it may be submitted to arbitration pursuant to the Arbitration Procedure contained herein. The Mayor or the Union may use the City's Personnel Board of Review as an advisory hearing board on any grievance. If the Union requests the Board to be used, it shall be mandatory at step 4, with the Mayor or his/her designee chairing the Board, as the Mayor has constituted it, for such hearing.

STEP 5 - No later than forty-five (45) calendar days after such decision, the Union may appeal the decision rendered in step 4 to a mutually agreed-upon arbitrator. The arbitrator shall be selected either from a list of arbitrators in accordance with AAA procedures or through the Federal Mediation and Conciliation Service. The parties shall mutually agree as to which method is to be used. The fees and expenses of the arbitrator shall be borne equally by both parties. If a Step 5 appeal is elected, the arbitration decision of the arbitrator shall be final and binding on the parties hereto and must be consistent with the arbitrator's jurisdiction, power and authority, as set forth herein. The arbitrator shall not have the power to add to, subtract from or modify such expressed terms and provisions of this Agreement. All pre-arbitration grievance settlements reached by the Union and the City shall be final and binding on the parties. The parties may mutually agree to utilize an alternate grievance resolution procedure.

10.03 Any covered employee called as a witness by either party or issued a subpoena shall suffer no loss of pay or benefits for such time, subject to the provisions of this Agreement.

10.04 Time Periods - Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances and any grievance which is not appealed to the next step of the grievance procedure within the applicable time period specified herein, shall be considered as settled and shall not be subject to further discussion or appeal. If the City fails to adhere to the grievance timelines, including mutually agreed-upon extensions, the Union may proceed to the next step in the grievance process as if the grievance were denied.

10.05 Waiver of Time Period - Time limitations in the grievance procedure may be extended by mutual agreement of the City and the Union. However, the extension must be for a definite period of time and must be in writing and signed by both parties.

10.06 Sole and Exclusive Remedy - This Grievance Procedure shall be the sole and exclusive method for resolving employee grievances/disputes under this Agreement.

10.07 Nothing contained herein shall preclude the City, the Union or any grievant from exercising its rights to file or litigate any matters arising hereunder in courts of competent jurisdiction.

10.08 Where a work day appears in this article, it shall be interpreted to mean the days of Monday through Friday excluding holidays, regardless of the employee(s)' schedule.

10.09 The Union's duly constituted representatives shall have the right to be present without intervening at the adjustment of any grievance when the covered employee has chosen not to have Union representation. Such adjustment shall not be inconsistent with the terms of this Agreement.

10.10 Nothing in this Agreement shall prohibit an AFSCME Council 8 staff member from being present at the adjustment of any grievance submitted by a covered employee or the Union.

10.11 Grievance Mediation

- A. All grievances which have been appealed to arbitration will be referred to mediation unless either party determines not to mediate a particular grievance. Arbitration scheduling will give priority to cases which have first been to mediation.
- B. The parties shall mutually agree to a panel of mediators to serve in the capacity of grievance mediators. Panel members must be experienced mediators and/or arbitrators with mediatory skills. Mediation panel members may not serve as arbitrators.
- C. Each member of the mediator panel will be asked to provide a schedule of available dates and cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on, each date, unless otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day. Mediation shall be scheduled on a rotating basis among the panel members to the extent schedules allow.
- D. The grievant or steward, as designated by the Union, shall have the right to be present at the mediation conference. Each party may have no more than two representatives as a participant in the mediation effort. Persons representing the parties shall be vested with full authority to resolve the issues being considered.
- E. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediator will be returned to the party at the conclusion of the mediation meeting.

- F. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance that has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.
- G. At the mediation conference the mediator shall seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.
- H. If a grievance remains unresolved at the end of the mediation session the mediator will provide an advisory opinion as to how the grievance is likely to be decided if it is presented to arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.
- I. If the parties do not accept the advisory opinion of the mediator, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the parties' collective bargaining agreement shall commence on the day the Union receives the mediator's advisory opinion.
- J. The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.
- K. The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. Fees and expenses for grievance mediation shall be shared equally by the parties, except the expenses incurred by one party without the consent of the other party or unnecessary expenses.

ARTICLE XI DISCIPLINE PROCEDURE

11.01 Principles of Discipline:

The City's disciplinary procedures for covered employee(s) shall be based on the principles of "reasonable and just cause" and "progressive corrective discipline". Any covered employee shall have the right of Union representation as defined herein and such Union representation shall not be arbitrarily withheld. If called upon for representation during working hours, local Union officials shall not lose any pay or benefits as a result of being called on said matters, if approved in advance by the City.

Nothing contained herein shall prohibit the City from imposing a termination or other discipline for just cause, when in the judgment of the City, the offense or infraction is of

such a serious nature that prior verbal or written reprimands or progressive discipline cannot or should not be given.

11.02 Wipe-Out Periods:

Record of Disciplinary action shall cease to have force and effect or be considered in future disciplinary matters according to the following schedule, provided there is not intervening disciplinary action taken during the same time period:

Verbal Warning	6 Months
Written Reprimand	12 Months
Suspension of three (3) or less days	24 Months
Suspension of four (4) days or more	36 Months

**ARTICLE XII CLASSIFICATIONS, PROBATIONARY PERIODS
& WORKING OUT OF CLASSIFICATION**

12.01 All employees covered under this Agreement shall be classified and compensated according to the pay schedule as attached hereto and identified as Exhibit "A", Compensation Schedule, and incorporated herein.

12.02 Job descriptions for covered employees of the City, and the classification of equipment, both as approved by the City and the Union, are attached hereto and identified as Exhibit "B", Job Descriptions, and Exhibit "C", Classification of Equipment. Both exhibits shall be updated for future inclusion herein.

12.03 Probationary periods for covered employee(s) in the bargaining unit classifications covered under this Agreement shall not exceed one hundred twenty (120) calendar days from current date of hire or ninety (90) days from the date of promotion or transfer. Newly hired covered employees may be discharged by the City without cause anytime during their probationary periods.

12.04 When temporarily working out of classification at the specific direction of the City for other than training purposes and other than in emergencies as defined herein, covered employees in the Street Maintenance, Parks Maintenance, Cemetery, Building Maintenance, Water Maintenance and Urban Forestry Departments shall be paid in accordance with the following:

1. If temporarily assigned to do the work of a lower paying classification, the covered employee's pay shall not be reduced for the temporary period.
2. If temporarily assigned to do the work of a higher paying classification for eight (8) or more qualifying hours, then the covered employee shall receive the rate of pay in the next available pay step within this Agreement which results in an increase in the covered employee's rate of pay for that specific assignment and period of time. To be eligible for this increase the employee must verbally indicate to his immediate supervisor at the time of assignment that he will be making a request for additional compensation

under this section and then receive his supervisor's written approval at the end of the work day verifying the number of hours worked in the higher classification.

3. Any covered employee working in a higher classification for a period exceeding ninety (90) consecutive days shall have the right to request a permanent promotion to such position without a probationary period. This right of request shall vest no guarantee that a promotion will be made. The City shall not subvert the intent of this article by repeatedly working covered employees in higher paying classifications for less than the qualifying minimum of (8) hours. However, once a covered employee has worked a total of (8) hours, in increments of at least one hour, in higher paying classifications in a calendar year, said employee shall be considered to have qualified for such higher classification pay for the remainder of the calendar year in which work in the higher classification is performed.

12.05 It shall be the responsibility of any covered employee who is required by his job classification to operate motor vehicles for the City to possess and maintain full State of Ohio driving privileges at all times, including the Commercial Driver's License. Failure to maintain such driving privileges shall be considered sufficient grounds for reassignment or reclassification. The City shall reimburse each covered employee for the cost of applying for and passing the commercial driver's license test. Such reimbursement shall be limited only to those employees required to obtain the C.D.L. for their specific job duties and shall include only those costs directly associated with the test and license, not including physical exams. For those employees required to obtain and retain a C.D.L. by the City, the City shall reimburse such employee for the annual cost of the C.D.L. renewal, but only for the amount that is in excess of the cost of a regular Ohio driver's license.

ARTICLE XIII PROMOTIONS

13.01 The term promotion, as used in this article, means the advancement of a covered employee to a more highly compensated classification. Pay step advancements within a classification shall not be considered promotions. In the event the City uses the civil service commission to conduct examinations, then the civil service rules will apply.

13.02 For other than temporary openings, when a bargaining unit job vacancy occurs or a promotion opportunity to a current or new classification exists, the following procedure shall be followed:

1. A notice of such an opening shall be posted on all appropriate bulletin boards for five (5) working days, listing the qualifications, the maximum and minimum rate of pay and department in which the opening occurs.
2. During the five (5) day period, covered employees, including covered employees on layoff, may apply for the opening. The application shall be in writing and shall be submitted to the department head. First

consideration will be given to qualified bargaining unit employees who meet job qualifications as contained in the posting. The City may hire personnel from outside the current work force so long as that person meets job requirements which are greater than that which can be met by current employees.

3. It shall be the prerogative of the City to select the applicant who is to fill the job opening. The selection shall be based on seniority, qualifications, and past performance. Employees who have a record of intervening disciplinary action within the time frames listed in Article XI, Disciplinary Procedure, may be disqualified from further consideration as determined by the Employer.
4. If a promoted covered employee fails to fulfill reasonably the responsibilities required by the new job during the probationary period, he will have the right to return to his previous job at his previous rate or entitled rate, or layoff status, whichever applies, and without loss of seniority.

ARTICLE XIV LAYOFF AND RECALL PROCEDURE

14.01 Order of Layoffs:

Whenever, in the sole judgment of the City, a reduction of the work force in any department(s) is necessary, because of a lack of work, lack of funds, or job abolishment, the City shall determine the job classifications and number of employees to be laid off, and the department(s) in which the work force reduction is to occur. Any such layoffs which occur shall be subject to the following order:

1. Emergency or temporary employees;
2. Seasonal employees, casual or student employees;
3. Part-time employees;
4. Provisional employees who have not completed their probationary period after appointment;
5. Provisional employees who have satisfactorily completed their probationary period after appointment;
6. Permanent employees who have not completed their probationary period after appointment; and
7. Permanent employees who have completed their probationary period after appointment.

14.02 Seniority Rights of Employees Within Their Classifications:

Layoffs, if occurring in departments subject to this Agreement, will be made by laying-off employees according to their seniority in their respective classifications within their own departments.

14.03 Seniority Rights of Employees Among Classifications Within Their Department:

Employees being laid off may use their total departmental seniority to bump (replace) any employee with less departmental seniority in other equivalent or lesser paying classifications within their department as long as they are qualified in the judgment of the City to hold the position and perform the work.

14.04 Seniority Rights of Employees in Other Bargaining Unit Departments:

After exhausting seniority rights within their department, employees being laid off may use their total City seniority to transfer to other departments subject to this Agreement and “bump” (replace) any employee in an equivalent or lesser paying classification with less City seniority as long as the transferring employee is fully qualified and can perform the duties of the new position without decreasing the efficiency of the department. The determination of both the loss of departmental efficiency and the ability to perform the duties of a position to which an employee is being transferred due to the exercise of interdepartmental bumping rights shall be by the City and shall be based upon the recommendation of the transferring employee’s immediate supervisor in his current department and the receiving department. Any dispute regarding the approval of such transfers shall be subject to the grievance procedure set forth herein commencing at step 4, provided however, that any dispute concerning layoffs not filed under step 4 within three (3) working days of the posted layoff notice, or the written request to exercise bumping rights, whichever occurs sooner, shall be considered to be resolved by all parties concerned.

14.05 Other Layoff Provisions:

1. A laid-off employee who has been given the opportunity and has refused to "bump" into a different classification will not be recalled to the refused classification.
2. The covered employee and the Union shall be notified of any layoffs to be made. Any alleged errors shall be called to the attention of the City within five (5) working days.
3. In the event that an employee is not laid off in his proper turn, such error, if concurred in by the City, shall be corrected immediately upon being called to the attention of the City in writing. The City will not be required to pay to the employee laid off out of turn any wages for time off the payroll prior to the date the error in layoff was called to the attention of the City in writing.

4. When an employee is to be laid off, the City shall use its best efforts to provide at least two (2) weeks written notice, including the reasons for such layoffs, to the employee and Union prior to said layoff. Provided, however, that the absence of said two (2) weeks written notice shall not affect said layoff(s) and shall vest no right in the employee to compensation beyond the effective date of the layoff. All employees shall be paid their appropriate and earned compensation to the date of their layoff.

14.06 Recall Provisions:

1. Employees shall be recalled in the reverse order in which they were laid off, i.e., the last employee laid off within any departmental classification shall be the first recalled in that departmental classification. If possible, an employee on layoff will be given ten (10) working days notice of recall from the date on which the City sends the recall notice to the employee. Such notice shall be by certified mail to his last known address as shown on the City records. When recalls occur, a laid-off employee or any employee transferred as the direct result of layoffs will be recalled to the first available job position which he is qualified to perform and, thereafter, will have a right to claim his original job position in the event it becomes available within two (2) years from the date of layoff.
2. The covered employee and the Union shall be notified of any recalls to be made. Any alleged errors shall be called to the attention of the City within five (5) working days.
3. In the event that an employee is not recalled in his proper turn, such error upon being called to the attention of the City in writing, and, if concurred in by the City, shall be corrected immediately by the placement of the employee(s) concerned in their rightful job(s). The City will not be called upon or required to pay to the employee(s) who was not recalled in his turn any wages for time lost off the payroll prior to the date the error in recall was called to the attention of the City and the employee(s) has returned to work.
4. Any employee accepting or declining reinstatement to the same classification from which the layoff or displacement initially occurred shall be removed from the recall layoff list; except that any employee declining reinstatement for reasons of hardship as approved by the City shall not be removed from the City's recall list.
5. Any employee accepting reinstatement to a classification lower than the classification from which the layoff or displacement initially occurred shall remain eligible for subsequent recall to his laid-off position.

6. Any employee declining reinstatement to a classification lower than the classification from which the layoff or displacement initially occurred shall thereafter only be entitled to be offered reinstatement to a classification higher than the classification declined.
7. Laid-off employee(s) shall be eligible for recall for a period of two (2) years from the date of layoff. Such two (2) year period shall not be reduced or extended by recall(s) to a different position than that from which the employee was laid off.

ARTICLE XV WAIVER IN CASE OF EMERGENCY

15.01 In case of circumstances beyond the control of the City, such as a state of emergency declared by the Mayor or Safety Director, including, but not limited to, acts of God, civil disorders, disasters, and other similar acts or emergencies, the following conditions of this Agreement shall be suspended automatically without recourse from the Union:

1. Time limits for the City's replies on grievances;
2. Limitations on distribution of work assignments; and
3. Limitations on distribution of overtime; however, overtime shall be equitably distributed among those employees who are assigned to work.

15.02 Notwithstanding other articles of this Agreement, the City reserves the right, during any such emergency, to assign employees to work without regard to their employment classification, but at the employee's rate of pay under normal working conditions according to the employees permanently assigned job classification. The overtime compensation provisions of this Agreement shall apply.

15.03 Safety Provision:

1. The safety of employees shall be a mutual concern of the City and the Union as stated in Article VIII, herein. The City, in its sole discretion, shall have the right to require employees who have worked sixteen (16) consecutive hours, excluding lunch breaks, to refrain from further work for the City for at least eight (8) consecutive hours, either regular time or potential overtime, to enable them to recuperate to ensure the availability of eligible personnel for their own safety and the safety and welfare of the public. During this eight (8) hour period, the affected employee shall not be contacted or charged for overtime.
2. Regarding regularly scheduled hours only for an employee, in implementing this provision administratively, the City shall not require any employee to refrain from work for more than (i.e., up to) four (4) hours on the affected employee's regularly scheduled shift for any workday, up to an accumulative maximum of four (4) hours per occurrence and shall be at no loss of regular

time pay or benefits to the affected employee for up to accumulated maximum of 16 hours per calendar year.

3. It shall be the mutual obligation of the City and the Union to minimize the application and use of this provision and it (i.e., Article XV, Section 15.03) shall not be subject to grievance (Article X, herein) by the Union, any bargaining unit member(s), or any representative of the Union or bargaining unit member(s). It shall be the further obligation of the City to use this provision (Article XV, Section 15.03) only as a last resort and to efficiently and effectively schedule employees on both regular time and overtime to avoid the necessary to utilize it. Any dispute regarding this provision shall be referred to the Labor-Management Committee.
4. No individual implementation or application of this provision will be authorized unless accompanied by a written report from the Employer verifying the necessity and justification for each individual instance or occurrence of doing so. A copy of the written report shall be provided immediately to the Mayor and Service Director for further review.

**ARTICLE XVI USE OF SUPERVISORY AND
MANAGEMENT EMPLOYEES**

16.01 Supervisory and management employees and employees excluded under Article V may perform any necessary tasks, functions, and/or work of the City, including that of covered employees under the following conditions:

1. In emergencies, when covered employees are not immediately available; however, covered employees shall be assigned to do that work as soon as possible after the start of the emergency;
2. To instruct or train covered employees for such periods of time as the appropriate manager determines to be reasonably necessary; and
3. When it is reasonably necessary to perform required municipal functions under the Ohio Revised Code, the charter of the City of Stow, and the codified ordinances of the City of Stow, all in the judgment of the City, subject to the terms and conditions otherwise contained in this Agreement. However, bargaining unit Employees shall be assigned to do the work as soon as possible from the start of such situations.

ARTICLE XVII WAGES/COMPENSATION SCHEDULE

EXHIBIT A

The base rate wages for covered employees for the years 2015, 2016, and 2017 shall be as specified below:

COMPENSATION SCHEDULE – 2015

	Annual Steps			
	1	2	3	4
Laborer	(To	Be	Negotiated)	
Laborer I	17.41	18.23	19.02	19.76
Laborer II	20.17	20.86	21.72	22.47
Parks Operator I	20.86	21.72	22.47	23.26
Parks Operator II	23.26	24.06	24.97	25.71
Operator I	20.86	21.72	22.47	23.26
Operator II	23.26	24.06	24.97	25.71
Water Operator I	20.86	21.72	22.47	23.26
Water Operator II	23.26	24.06	24.97	25.71
Mechanic's Helper	20.86	21.72	22.47	23.26
Specialist-Service/Water	23.26	24.06	24.97	25.71
Specialist-Roads	23.26	24.06	24.97	25.71
Specialist-Cemetery	23.26	24.06	24.97	25.71
Specialist-Parks	23.26	24.06	24.97	25.71
Custodial Aide	10.53	11.27	12.03	12.83
Custodian I	14.95	15.59	16.21	16.79
Custodian II	17.41	18.23	19.02	19.76
Carpenter	23.26	24.06	24.97	25.71
*Animal Contr./CSO I	17.56	18.67	19.72	21.60
*Animal Contr./CSO II	22.47	23.26	24.06	24.97
CTypist/SWB/AC/Aide I	12.87	14.28	15.71	17.30
Inspector-Building	25.44	26.57	27.70	28.88
Electronic Signal Technician	25.44	26.57	27.70	28.88
Working (Field) Foreman	25.44	26.57	27.70	28.88
Inspector-Zoning	19.38	20.16	20.94	21.72
Sec. I, CT I, AC I, Aide II, Suppt. Staff I, BZ Clerk I	15.27	16.46	17.78	19.11
Sec. II, Clk-Typ II, AC II, Suppt. Staff II, BZ Clerk II	16.23	17.79	19.40	21.00

*Animal Control Officer I & II also include Community Service Officer

COMPENSATION SCHEDULE – 2016

	Annual Steps			
	1	2	3	4
Laborer	(To	Be	Negotiated)	
Laborer I	17.76	18.59	19.40	20.16
Laborer II	20.57	21.28	22.15	22.92
Parks Operator I	21.28	22.15	22.92	23.73
Parks Operator II	23.73	24.54	25.47	26.22
Operator I	21.28	22.15	22.92	23.73
Operator II	23.73	24.54	25.47	26.22
Water Operator I	21.28	22.15	22.92	23.73
Water Operator II	23.73	24.54	25.47	26.22
Mechanic's Helper	21.28	22.15	22.92	23.73
Specialist-Service/Water	23.73	24.54	25.47	26.22
Specialist-Roads	23.73	24.54	25.47	26.22
Specialist-Cemetery	23.73	24.54	25.47	26.22
Specialist-Parks	23.73	24.54	25.47	26.22
Custodial Aide	10.74	11.50	12.27	13.09
Custodian I	15.25	15.90	16.53	17.13
Custodian II	17.76	18.59	19.40	20.16
Carpenter	23.73	24.54	25.47	26.22
*Animal Contr./CSO I	17.91	19.04	20.11	22.03
*Animal Contr./CSO II	22.92	23.73	24.54	25.47
CTypist/SWB/AC/Aide I	13.13	14.57	16.02	17.65
Inspector-Building	25.95	27.10	28.25	29.46
Electronic Signal Technician	25.95	27.10	28.25	29.46
Working (Field) Foreman	25.95	27.10	28.25	29.46
Inspector-Zoning	19.77	20.56	21.36	22.15
Sec. I, CT I, AC I, Aide II, Suppt. Staff I, BZ Clerk I	15.58	16.79	18.14	19.49
Sec. II, Clk-Typ II, AC II, Suppt. Staff II, BZ Clerk II	16.55	18.15	19.79	21.42

*Animal Control Officer I & II also include Community Service Officer

COMPENSATION SCHEDULE – 2017

	Annual Steps			
	1	2	3	4
Laborer	(To	Be	Negotiated)	
Laborer I	18.12	18.96	19.79	20.56
Laborer II	20.98	21.71	22.59	23.38
Parks Operator I	21.71	22.59	23.38	24.20
Parks Operator II	24.20	25.03	25.98	26.74
Operator I	21.71	22.59	23.38	24.20
Operator II	24.20	25.03	25.98	26.74
Water Operator I	21.71	22.59	23.38	24.20
Water Operator II	24.20	25.03	25.98	26.74
Mechanic's Helper	21.71	22.59	23.38	24.20
Specialist-Service/Water	24.20	25.03	25.98	26.74
Specialist-Roads	24.20	25.03	25.98	26.74
Specialist-Cemetery	24.20	25.03	25.98	26.74
Specialist-Parks	24.20	25.03	25.98	26.74
Custodial Aide	10.95	11.73	12.52	13.35
Custodian I	15.56	16.22	16.86	17.47
Custodian II	18.12	18.96	19.79	20.56
Carpenter	24.20	25.03	25.98	26.74
*Animal Contr./CSO I	18.27	19.42	20.51	22.47
*Animal Contr./CSO II	23.38	24.20	25.03	25.98
CTypist/SWB/AC/Aide I	13.39	14.86	16.34	18.00
Inspector-Building	26.47	27.64	28.82	30.05
Electronic Signal Technician	26.47	27.64	28.82	30.05
Working (Field) Foreman	26.47	27.64	28.82	30.05
Inspector-Zoning	20.17	20.97	21.79	22.59
Sec. I, CT I, AC I, Aide II, Suppt. Staff I, BZ Clerk I	15.89	17.13	18.50	19.88
Sec. II, Clk-Typ II, AC II, Suppt. Staff II, BZ Clerk II	16.88	18.51	20.19	21.85

*Animal Control Officer I & II also include Community Service Officer

ARTICLE XVIII MISCELLANEOUS FINANCIAL PROVISIONS

18.01 Call-In Pay: any covered employee called into work during his normal off-duty hours shall be guaranteed at least two (2) hours at the appropriate rate of pay for unscheduled overtime. Scheduled overtime shall be deemed to include either of the following, neither of which shall be considered to be unscheduled overtime:

1. Overtime which, either before or after necessary on-site or off-site meal time and/or breaks, precedes or follows the regular workday, or precedes or follows other overtime or premium time.
2. Any overtime on any day which has been scheduled (i.e., requested by or on behalf of management) at least one (1) hour or more prior to the required covered employee reporting time. Self-scheduled overtime shall not be considered call-in or unscheduled overtime in any case.

The unscheduled overtime provisions of this section shall apply to holidays for covered employees (not including the floating holidays) except that the guaranteed minimum shall be three (3) hours for unscheduled overtime. Compensation for any scheduled overtime, as defined herein, shall be only for actual time worked.

18.02 Tool Allowances: the following covered employee positions shall be eligible for tool allowances in the amounts indicated, which shall be paid to the employee on or about April 1 of each year if the City utilizes full sets of tools owned by the respective employees:

<u>Position</u>	<u>AMOUNT (EFFECTIVE 4/1/08)</u>		
	<u>4/1/08</u>	<u>4/1/09</u>	<u>4/1/10</u>
SPECIALIST-MECHANIC OR CARPENTER	\$ 650.00	\$ 700.00	\$ 750.00
WORKING (FIELD) FOREMAN-MECHANIC	\$ 650.00	\$ 700.00	\$ 750.00

To be eligible for said allowances the covered employee shall submit annually a complete tool inventory to their supervisor for verification on or before March 1, or as soon as possible thereafter.

18.03 Workweek, Shift Assignment, and Work Hours:

1. General

It is hereby provided that the standard workweek for covered employees shall be Monday through Friday, with Saturday and Sunday as consecutive days off. A full-time employee shall be defined as an employee who is hired to work eight (8) hours per day, forty (40) hours per week, and fifty two (52) weeks per year.

The establishment and make-up of new shifts shall be the prerogative of the City. The City shall continue day shifts and hours in conformance with those previously established. All shifts for all covered employees shall be for a period of eight and one-

half (8-1/2) hours with one-half (1/2) hour unpaid lunch period. Assignments to shifts shall be made by the department manager in accordance with job requirements based on seniority and personal preference.

2. Night Shift:

It is agreed that a night shift may be established within the Street Department for the winter months only with a schedule starting at 11:00 p.m. (beginning Sunday night) and ending at 7:30 a.m., Monday through Friday. Saturday and Sunday are consecutive days off.

Posting for sign-up for night shift will be for a period of one week. A two-week notice will be required to employees assigned to the night shift. The night shift shall have no less than two (2) qualified employees to work the above hours. Covered employees with seniority will be given first preference; however, in the event no qualified employees sign up prior to the above shift going into effect, the City will assign proper personnel to fill said vacancies on the basis of seniority beginning with the least senior qualified employee. All covered employees working this shift will be paid the shift differential in accordance with Article XVIII, Section 18.05. The senior covered employee within the highest classification of the covered employees assigned to the night shift shall be responsible for communication for the shift. If it is necessary to supplement the night shift on a temporary basis, the appropriate covered employees shall be assigned from the overtime call-out list; however, no covered employee shall be assigned to the night shift for a period of less than two (2) weeks unless the covered employee and the City mutually agree. When not engaged in snow and ice control operations, the covered employees on the night shift shall perform the normally established duties of the covered classifications.

18.04 Overtime:

1. Basis for Compensation:

Overtime, when authorized in advance by the department manager, shall be compensated per the following:

Time in excess of the normal pay week, which has been defined as a forty (40) hour work or paid credited service week at base rate, or time in excess of eight (8) work or paid credited service hours per calendar day, shall be paid at one and one-half (1-1/2) times the covered employee's hourly base rate including longevity pay and experience premium, if any, then in effect. Overtime work on Sundays for covered employees shall be paid at twice (2 times) their base rate, including longevity pay and experience premium, if any.

2. Overtime List:

An overtime list shall be posted every pay period showing the charged overtime for covered employees. Charged overtime shall mean that overtime offered to an

employee and either refused by him, or that overtime actually worked by him. Overtime work will be equitably distributed on a normal rotational basis among those covered employees normally assigned to such work.

3. Pyramiding Prohibited:

The pyramiding of overtime (i.e. the payment of more than one kind of premium pay such as overtime, double-time, or holiday premium pay for the same hours of work) is hereby prohibited under any and all provisions of this Agreement.

18.05 Shift Differential:

Commencing January 1, 1996, in the event the City establishes either a second or third shift, or both, covered employees shall receive a \$.50 per hour shift differential for the second shift and a \$.50 per hour shift differential for the third shift both to be included as an addition to the covered employee's hourly base rate of pay for hours worked on either shift.

Shift differential shall be paid only for work performed on the covered employee's regularly assigned shift on regularly assigned work days, provided however, that no shift differential shall be paid for those work hours when a covered employee is entitled to overtime, holiday pay, or any other premium pay. For assignment to a shift falling between the three standard shifts, which differs from a standard shift by more than one (1) hour, the appropriate shift differential pay shall be applied to the hours worked which individually would qualify for such shift differential if they were worked on one of the standard shifts, subject to the premium pay exclusion herein.

18.06 Experience Premium:

1. When covered employees within the following classifications reach the steps as listed below, they shall be entitled to additional compensation as indicated. Such compensation shall be included for payroll purposes in the base rate of pay and shall be included in any applicable local retirement payoffs for earned sick leave, vacation or holiday credits.

TOTAL \$ AMOUNT PER HOUR, EFFECTIVE 1/1/96

<u>CLASSIFICATIONS</u>	<u>STEP</u>	<u>AMOUNT</u>
SPECIALIST-ROADS	IV	0.40
SPECIALIST-CEMETERY	IV	0.40
SPECIALIST-SERVICE	IV	0.40
SPECIALIST-PARKS	IV	0.40
OPER. II, WATER OP. II	IV	0.40
PARKS OPERATOR II	IV	0.40

2. It is the express intent and Agreement of the City and the Union that, effective January 1, 1996, under any and all circumstances, experience premium shall be

paid only to employees who have attained both the eligible classification and step specified for each position in Section 18.06(1), herein, and that no bargaining unit member except those meeting the criteria of Section 18.06(1), shall be eligible to be paid experience premium regardless of their job duties, tasks performed, persons supervised or experience. The maximum total experience premium which any individual covered employee shall be eligible for shall be \$.40 in total.

18.07 Work-Connected Injury Benefits:

Any full-time employee injured in the course of his normal duties of employment with the City, shall, upon filing a claim with the State Industrial Commission, and if such claim is approved, receive injury leave pay at his regular rate of pay; provided, however, that the claim shall have been reviewed and approved by the City as arising out of and being caused by the employee's work performance. That is, the City shall supplement payments received by an injured employee, which injury is determined by review to have arisen out of and caused in the course of his regular employment, and covered under Workers' Compensation or other such insurance, up to his usual gross wages, payable under standard sick leave benefits as set out below. The maximum limit for injury leave pay will be ninety (90) calendar days, regardless of length of service. No benefits shall be paid unless approved by the City, and the covered employee shall be required to remit to the City any Workers' Compensation payments received for those periods during which the covered employee's salary was maintained through supplements by the City. Eligibility for such benefits shall commence as of the first day of any covered injury. Any covered employee who is within fourteen (14) days of exhausting his ninety (90) day injury leave shall have the unchallenged right to request official consideration for extension of such injury leave and such extension shall not be unreasonably withheld. However, this right of request shall not vest any guarantee that additional injury leave shall be approved.

18.08 Major-Medical Hosp./Life Ins. Benefits & Employee Premium Contributions:

Commencing January 1, 1984 and for the term of this Agreement the City shall provide and each full-time covered employee of the City of Stow shall be entitled to participate in non-cancelable major-medical hospitalization, life insurance and dental coverage with fully paid premiums by the City which shall include monthly premium contributions by employees through payroll deduction commencing January 1, 2011 and thereafter as follows:

Employee Monthly Premium Contribution

Effective January 1, 2011, the monthly employee premium contribution for major medical hospitalization, life insurance and dental coverage shall be based on the City's COBRA rate as follows:

Table 1. Employee Monthly Premium Contribution Rates

<u>Calendar Year</u>	<u>Percent of City COBRA Rate</u>	<u>Minimum Contribution</u>	<u>Maximum Contribution</u>
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2011 & Thereafter (Until Modified)	5.0%	\$50.00 Family \$25.00 Single	\$75.00 Family \$37.50 Single
7/1/2013	8.4% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$90.00 Family \$45.00 Single
1/1/2014	8.4% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$105.00 Family \$ 52.50 Single

Effective January 1, 2015, the *revised* monthly employee premium contribution for major medical hospitalization, life insurance and dental coverage shall be based on the City's COBRA rate as follows:

Revised Table 1. Employee Monthly Premium Contribution Rates

<u>Calendar Year</u>	<u>Percent of City COBRA Rate</u>	<u>Minimum Contribution</u>	<u>Maximum Contribution</u>
1/1/2015	11.0% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$125.00 Family \$ 62.50 Single
1/1/2016	12.0% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$145.00 Family \$ 72.50 Single
1/1/2017	13.0% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$165.00 Family \$ 82.50 Single

Effective January 1, 2014 new Stow employees hired on or after January 1, 2014 will be subject to a monthly spousal surcharge in the amount of \$75.00 per month for a working spouse of any employee covered under the Stow Health Care Plan when such spouse has health care coverage available at the spouse's place of employment or through retirement, regardless of cost, but chooses Stow's health care coverage as primary. Such spousal surcharge shall be paid by the employee and is in addition to any other premium or other costs or charges under the Stow Plan for the employee or spouse.

Effective January 1, 2014 existing Stow employees hired before January 1, 2014 will be subject to a monthly spousal surcharge in the amount of \$25.00 per month for a working spouse of any employee covered under the Stow Health Care Plan when such spouse has health care coverage available at the spouse's place of employment or through retirement, regardless of cost, but chooses Stow's health care coverage as primary. Such

spousal surcharge shall be paid by the employee and is in addition to any other premium or other costs or charges under the Stow Plan for the employee or spouse.

Major-medical hospitalization/life insurance/dental total coverage and benefits shall be equal in all aspects to the coverage and benefits provided to any other employee bargaining units or employee(s) not covered under this Collective Bargaining Agreement. This provision shall not apply to coverage and/or benefits provided to employees or employee groups at City expense through a third party, such as a Union Health and Welfare Fund.

Effective on January 1, 2011, the individual and family calendar year deductibles will increase to \$400 and \$800 annually; the individual and family calendar year co-insurance (80%-20%) will increase to \$300 and \$600 annually; and the individual and family out-of-pocket maximums will increase to \$700 and \$1,400 annually. Effective January 1, 2005 "steering" provisions will be included in the plan, whereby in-network reimbursement will remain at eighty percent (80%) and out-of-network reimbursement will be paid at sixty percent (60%). Effective January 1, 2009, the additional penalty for out-of-network charges will be \$500 per calendar year for individual covered persons and \$1,000 per calendar year per family. A tax-free premium conversion program in conformance with applicable Internal Revenue Service rules and regulations will be established by the City effective January 1, 2006.

Effective January 1, 2009, the individual and family dental plan calendar year deductibles will increase from \$25 per individual and \$75 per family to \$50 per individual and \$150 per family.

18.09 Longevity Pay:

Commencing in the year indicated, covered employees shall receive as additional compensation, incremental increases upon achieving the anniversaries in accordance with the following:

ANNIVERSARY INCREMENTAL \$ PER HOUR AMOUNT

(EFFECTIVE 1/1/96)

5th	0.20
10th	0.20
15th	0.20
20th	0.23

All longevity rates shall be included in the base rate and shall be included in any applicable local employee retirement payoffs for earned sick leave, holiday, or vacation credits and shall be effective as of January 1, 1996.

Longevity pay increases will be given as established by all time earned in employment with the City of Stow and shall become effective as of the first, full, regular pay period after an anniversary date to the end that payroll shall not be computed pro rata on the basis of two steps.

Each employee shall receive the longevity increase proposed in the year in which he reaches a given longevity step. An employee shall be entitled to receive in the future any increased or newly enacted amounts of longevity pay for those anniversary dates which he has already exceeded or passed, provided however, that no employee shall be entitled to retroactive pay for such previously attained anniversaries. There shall be no retroactivity for previous longevity increases occurring prior to the employee's entitlement to, and placement in, a subsequent longevity step.

18.10 Vacation:

1. Vacation Leave Entitlement:

Effective January 1, 1984, each full-time covered employee shall be entitled to accumulate vacation credits according to an hourly accumulation rate per paid work hour or paid service hour as follows:

TABLE A
VACATION ENTITLEMENT

Length of Service (Years)	Hourly Accum. Rate/Paid Work or Paid Service Hour	General Calendar Yr. Equivalent (Reference Only)	Max. Permitted Accum. of Unused Vacation Credit
Start of Yr. End of Yr.			
0 - 5 yrs.	.03846	2 weeks/year	160 hours
6 - 10 yrs.	.05769	3 weeks/year	240 hours
11 - 15 yrs.	.07692	4 weeks/year	320 hours
16 - 20 yrs.	.09615	5 weeks/year	400 hours
21 yrs. & over	.11538	6 weeks/year	480 hours

2. Maximum Basis for Calculation:

The maximum base for accumulation of vacation credits per bi-weekly pay period shall be eighty (80) hours regardless of the actual number of hours worked or paid service hours in the pay period.

3. Prior Public Service:

Any person employed, other than as an elected official, by the state of Ohio or any political subdivision of the state of Ohio or public government entity of the state of Ohio or its subdivisions and earning vacation credits currently, is entitled to have full-time equivalent prior public service with any of these employers combined with City of

Stow service for the purpose of computing the total amount of vacation leave entitlement. The covered employee shall be responsible for providing a satisfactory written, signed statement(s) from former employers verifying such previous public service time.

Credit for previous public service shall not be effective until the first full benefit period commencing on or after the date the City Finance Department has been officially notified of such service.

4. Length of Service Adjustments:

Each covered employee's hourly accumulation rate per paid work hour shall automatically be adjusted by the Finance Department to the appropriate rate shown in Table A above as the covered employee's service qualifies them for such rate. All calculations of length of service for both City and non-City service shall be made on a full-time equivalent basis and shall be computed by adding the covered employee's verified non-City of Stow service, if any, and total actual length of employment with the City of Stow for implementation of this section only. Whole months shall be utilized to determine non-City of Stow service. Credit shall not be given for partial months. All calculations of City of Stow service shall be as of the anniversary date of employment, provided that such service has been uninterrupted and continuous. Service interruptions, if any, shall be deducted from total City of Stow service time.

5. Payment for Vacation Leave:

Vacation pay for full-time covered employees shall be payable along with the general payroll of the City and shall be computed by multiplying the covered employee's base hourly rate of pay by one (1) for each earned hour of vacation to be utilized by the covered employee.

Any covered employee's regular paycheck due and payable during his scheduled vacation leave, shall be paid to such covered employee in advance on the payday immediately preceding his or her vacation leave, if the employee has the written approval of his or her department head and has made and given a written request to the Finance Department for such prior payment.

No advance vacation pay shall be made or authorized unless the covered employee's weekly vacation period extends through a regularly scheduled bi-weekly payday and such vacation is for the duration of at least one week. Such request shall be required to be submitted to the Finance Department three (3) weeks prior to the date requested for such pay.

6. Maximum Accumulation:

Each covered employee shall be allowed to accumulate earned vacation credits to a maximum of twice that which could be earned or accrued by the covered employee in one (1) year according to his or her length of service as shown in Table A. Covered employees shall forfeit their right to take or to be paid for any vacation leave to their

credit which is in excess of the accrual for two (2) years. Such excess vacation leave when it occurs shall be automatically eliminated from the employee's vacation leave balance.

There shall be no additional compensation in lieu of vacation leave for earned but unused vacation credit, except upon termination or death.

7. Vacation Scheduling:

Each department head shall schedule vacations for covered employees under their supervision to conform with the operating requirements of the City government, but should be scheduled to meet with the respective covered employees desires based on seniority.

8. Credits Remaining at Termination or Death:

Upon termination from City of Stow service, a covered employee shall be entitled to compensation at his or her most recent paid status base rate of pay including longevity pay for all earned, but unused vacation leave to his or her credit at the time of termination, provided however, that the maximum accumulation that may be paid to any covered employee shall be limited to the maximum amount which could be accumulated or accrued according to the amounts show in Table A. The applicable base rate of pay shall be considered to be that to which the employee was entitled when he or she was last on active pay status. In case of death of a covered employee such unused vacation leave shall be paid in the name of the covered employee to his or her spouse or named beneficiary or estate if there is no spouse or named beneficiary.

9. First Fifty Weeks Limitation:

Covered employees shall not be entitled to use vacation credits until their full-time employment with the City shall have exceeded fifty (50) weeks. Any covered employee terminating City employment for any reason within fifty (50) weeks or less shall not be entitled to compensation for unused vacation leave to their credit.

10. Effect of Unpaid Status:

Covered employees on unpaid status with the City shall not earn additional vacation credits; however, as long as they remain employees of the City, their unpaid time shall continue to accumulate as service time for the purposes of computing total length of service with the City.

18.11 Sick Leave:

1. Each covered employee shall be entitled to accumulate sick leave at the rate of .05769 hours for every paid work or paid service hour, provided however that the maximum base for accumulation shall be eighty (80) hours per pay period regardless of the actual number of hours worked or paid service hours in the pay period. Such sick

leave shall be payable at the covered employee's most recent paid status base hourly rate of pay including longevity pay and experience premium, if any, for each hour of sick leave utilized. Sick leave so utilized shall be deducted from the covered employee's accumulated sick leave total.

2. Sick leave use: with the approval of the City, sick leave may be used by a covered employee for absence due to any of the following reasons:

- A. Illness, injury, or pregnancy-related condition of the covered employee;
- B. Exposure of a covered employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
- C. Examination of the covered employee for health-related purposes, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner;
- D. Illness, injury, or pregnancy-related condition of a member of the covered employee's immediate family where the covered employee's presence is reasonably necessary for the health and welfare of the covered employee or affected family member;
- E. Examination for health-related purposes, including medical, psychological, dental, or optical examination, for a member of the covered employee's immediate family by an appropriate licensed practitioner where the covered employee's presence is reasonably necessary;
- F. Death in the covered employees immediate family; and
- G. Other specific health or medical-related conditions seriously affecting the covered employee or a member of his immediate family where the covered employee's presence is reasonably necessary.

3. "Immediate family" is defined as an employee's or spouse's grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian, or other who stands in place of a parent.

4. A covered employee who has been laid-off, suspended, is on a leave of absence, or is on any other non-paid status with the City shall not accumulate or receive sick leave credit for such period of time.

5. A covered employee may use sick leave upon the notification and approval of his supervisor or other designated individual in accordance with the policies established for call-in in his department. When making notification, the covered employee shall state the reason for the request for sick leave.

6. For employment prior to March 1, 1973, an employee shall not accumulate sick leave credit beyond 960 hours. Effective March 1, 1973, unused sick leave which is accrued while an employee of the City of Stow, shall be unlimited in accumulation, and upon a bona fide service retirement under the Ohio Public Employees Retirement System (P.E.R.S.) or other recognized state of Ohio pension fund, while an employee of the City of Stow, or upon death or disability retirement under a recognized state of Ohio pension fund while an employee of the City of Stow, for earned but unused sick leave, a cash payment of one hundred percent (100%) equivalent to a maximum of 1000 hours of such sick leave and fifty percent (50%) equivalent up to a maximum of an additional 1000 hours of such sick leave shall be paid at the employee's most recent paid-status base rate of pay, including longevity pay and experience premium, if any, to such employee in lump sum, but only to the extent such benefits have been earned while in employment with the City of Stow. No cash payment shall be made for any sick leave benefits earned with employers other than the City of Stow. Any current employee whose earned but unused sick leave total exceeds the maximum allowable limit for cash payment established in this section as of January 1, 1987, shall be entitled to a cash payoff equivalent of one hundred percent (100%) for 960 hours and fifty percent (50%) for those hours in excess of 960 hours up to a maximum limit of the total number of hours which have been accumulated in excess of 960 hours by the employee as of January 1, 1987. This maximum limit as established as of January 1, 1987, shall thereafter not be increased for the duration of this Agreement.

Effective for all new employees hired on or after January 1, 1999 (the full-time urban forestry employee hired on January 11, 1999 shall be entitled to the sick leave payoff benefit as if hired prior to January 1, 1999, if applicable), such employees shall not be eligible to receive the cash payment of fifty percent (50%) equivalent of a maximum of an additional 1000 hours of such sick leave upon a bona fide retirement (i.e., second tier). Such employees hired after January 1, 1999 shall be entitled to earn and receive, if entitled, only the cash payment for a maximum of 100 percent of 1000 hours of earned and unused sick leave in accordance with the provisions of the above paragraph. That is, unused sick leave which is accrued while an employee of the City of Stow, shall be unlimited in accumulation, and effective for employees hired on or after January 1, 1999, upon a bona fide service retirement under the Ohio Public Employees Retirement System (P.E.R.S.) or other recognized state of Ohio pension fund, while an employee of the City of Stow, or upon death or disability retirement under a recognized state of Ohio pension fund while an employee of the City of Stow, for earned but unused sick leave, a cash payment of one hundred percent (100%) equivalent to a maximum of 1000 hours of such sick leave shall be paid at the employee's most recent paid-status base rate of pay, including longevity pay and experience premium, if any, to such employee in lump sum, but only to the extent such benefits have been earned while in employment with the City of Stow. No cash payment shall be made for any sick leave benefits earned with employers other than the City of Stow.

7. A covered employee who does not retire but who terminates City employment or whose City employment is terminated for any reason or who transfers employment, shall not be eligible for such cash sick leave benefit. Sick leave credit transferred into Stow from another Ohio political subdivision shall not be converted into cash benefits.

For the purposes thereof, sick leave credit transferred into Stow shall be the first charged for authorized illness and the Stow earned sick leave shall continue to accumulate.

8. In the event of death of a covered employee, unused sick leave in the maximum amount defined in paragraph 6 herein, shall become payable in a lump sum in the employee's name and given to his spouse, his estate if no spouse survives or to his named beneficiary. Only sick leave credit earned by employment with the City of Stow may be converted into cash benefits upon retirement, disability retirement or death.

9. Each department manager shall maintain accurate attendance records of each covered employee under his or her supervision, shall report biweekly to the Finance Department any time taken off by a covered employee and may require any such employee to furnish satisfactory evidence that absence was caused by any reason enumerated herein. The department manager may require a written and/or notarized statement from said covered employee attesting to the nature of his illness or disability and, if an attending physician has been treating the covered employee, may require a written statement from said physician all attesting to the propriety and reasonableness of the necessity to utilize sick leave pay benefits.

10. An employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave. It shall be the employee's responsibility to furnish a satisfactory written, signed statement from previous public employers to justify previous or transferred sick leave and such leave shall be first consumed. Previously accumulated, unused sick leave of any employee who has been separated from the public service, including service with the City of Stow shall be placed to his credit upon his re-employment in public service with the City of Stow, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service and such employee provides satisfactory evidence of such previous, unused sick leave.

18.12 Rest Rooms, Breaks, and Related Matters:

The City shall provide heated rest rooms and appropriate lockers and lunch rooms for covered employees. Lunch periods, personal wash-up, and break periods shall be established for non-clerical Street, Parks, Cemetery and Water employees as follows:

Lunch Periods 30 minutes (unpaid) during each eight and one-half (8-1/2) hour period.

Break Periods 20 minutes (paid) during each four (4) hours worked. Said breaks are to be taken with supervisor approval and shall be as established and practiced.

In addition to the above, non-clerical Street, Parks, Cemetery and Water employees shall receive the following:

Personal wash-up and
Equipment securing period

30 minutes (paid) at the end of the shift unless deferred due to overtime requirements. Additional time may be approved by the Supervisor, if required.

18.13 Job Descriptions & Equipment Classifications:

EXHIBIT "B"
JOB DESCRIPTIONS

(Pending Labor - Management Concurrence - To Be Attached To This Agreement)

EXHIBIT "C"
CLASSIFICATION OF EQUIPMENT-STREET DEPARTMENT

(Pending Labor Management Concurrence - To Be Attached To This Agreement)

CLASSIFICATION OF EQUIPMENT-PARKS MAINTENANCE DEPARTMENT

(Pending Labor Management Concurrence - To Be Attached To This Agreement)

18.14 Ohio Council 8 Health and Welfare Fund (Ohio AFSCME Care Plan):

Effective January 1, 2002, or such later date as shall be mutually agreed by the City and the Union, and for the remaining term of this Agreement, the City shall contribute the sum of twenty-nine and seventy-five one-hundredths dollars (\$29.75) per month (increased from \$24.25 per month which was the contribution amount as of December 31, 2001) per AFSCME member and other covered employees electing said benefits and accepted by the Ohio Council 8 Health and Welfare Fund (Ohio AFSCME Care Plan), to the Ohio Council 8 Health and Welfare Fund (Ohio AFSCME Care Plan). The Union agrees to consider converting covered employees to a City covered plan for any benefits similar to this plan which the City may offer in the future.

18.15 Holidays:

1. Entitled Holidays:

The following holidays are hereby established for which full-time covered employees shall be entitled to receive holiday pay. Any such holiday shall be considered to be fully earned by a covered employee if such employee is on active pay status with the City on his scheduled workday immediately preceding and immediately following such holiday, provided however, that earned time-off shall not be utilized by a covered employee solely to qualify for additional holidays or holiday pay while on unpaid status:

New Years Day
Presidents Day
Independence Day

Martin Luther King Day
Memorial Day
Labor Day

Thanksgiving Day
Full Day Before Christmas Day
Full Day Before New Year's Day

Friday following Thanksgiving Day
Christmas Day
2 Floating Days (Personal Choice)

Covered employees on unpaid status with the City shall not be entitled to accumulate or earn holiday credits or hours for pay purposes.

2. Use of Holidays:

To qualify to receive such holiday pay as specified, the covered employee must report to work on his scheduled work day immediately preceding and immediately following each holiday unless excused from so doing by such covered employee's department head. Whenever any such designated holiday falls on a Saturday or Sunday, the Friday preceding such Saturday, or Monday following such Sunday, shall be a paid holiday for all full-time covered employees not normally scheduled to work on such a Saturday or Sunday. It is specifically provided that department heads may extend up to one (1) full day of holiday benefits in advance of such holiday to any City covered employee when the same shall aid in the scheduling of shifts and result in increased departmental efficiency and service or protection to the public. If a covered employee leaves employment with the City, he shall repay the City any advanced holidays taken which are unearned. All holiday leave must be taken in the calendar year earned and there shall be no carryover of holidays or holiday credit between calendar years.

3. Pay Rate For Work On Holidays:

Whenever, by reason of the nature of work performed, circumstances require an hourly or salaried full-time covered employee to work on any such holiday, except the floating holidays, such covered employee shall be entitled to receive two times (2x) the covered employee's normal hourly rate for all hours worked on the holiday, in addition to normal pay for the holiday.

4. Floating Holiday Eligibility:

The floating holidays shall be considered to be earned for the current year as of each January 1st for covered employees on paid status as of that date and upon termination, such employees shall be entitled to compensation for earned but unused floating holiday hours at his or her most recent paid status base rate of pay including longevity pay and experience premium, if applicable. Any new covered employee commencing employment with the City after July 1st, and who has worked at least 120 days shall be entitled to only one (1) floating holiday for the remainder of the calendar year. Any new employee commencing employment with the City prior to July 1st and who has worked at least 120 days shall be entitled to two (2) floating holidays for the calendar year. The covered employee shall obtain approval in advance of taking any floating holidays from his or her department head.

18.16 Unpaid Leaves of Absence:

Each request for unpaid leave of absence shall be considered on its own merits by the City. Any covered employee may submit in writing a request for such unpaid leave to the City for its approval or disapproval. However, no such unpaid leave shall be effective unless approved by City Council.

When an unpaid leave of absence is granted by the City and the affected covered employee requests an early return to work prior to the expiration of an authorized unpaid leave of absence, such early return may be granted if approved in advance by the City.

In advance of the granting of the requested leave of absence without pay, the covered employee and the City shall agree in writing as to the specific terms of the covered employee's return, i.e. department, job classification, shift, and rate of pay. Unless agreed to otherwise, such return shall be to the department, job, classification, and shift which he or she formally held and at the current rate of pay in effect under this Agreement.

18.17 Jury Duty:

Any employee serving on jury duty shall receive normal salary compensation during such service.

18.18 Military Leave with Pay:

Effective January 1, 2008, covered employees who are members of the Ohio organized militia or members of other reserve components of the Armed Forces of the United States, including the Ohio National Guard, are entitled to a military leave of absence from their respective duties without loss of pay for the time they are performing service in the uniformed services, for a period of up to one month, not to exceed 176 hours, for each calendar year, measured from January 1 to December 31, in which they are performing service in the uniformed services. In no event is an employee's entitlement to a leave of absence for a period of up to one month in one calendar year affected by receiving such leave of absence in another calendar year. All City employees will continue to earn any sick leave and/or vacation time for which they are eligible for a period of up to one month for each calendar year in which they are performing service in the uniformed services.

Any permanent employee who is called or ordered to the uniformed services for longer than one month for each calendar year, because of an executive order issued by the president of the United States, because of an act of congress, or because of an order to perform duty issued by the governor is entitled to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of:

1. The difference between the employee's gross monthly wage or salary as a City employee and the sum of the employee's gross uniformed pay and allowances received that month;
2. Five hundred dollars (\$500).

Except that in no event shall an employee receive payments from the City for a period exceeding one month in a calendar year if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a City employee.

Covered employees are required to submit to the appointing authority the published order authorizing the call or order to the uniformed services or a written statement from the appropriate military commander that service, prior to being credited with that leave.

18.19 Uniform Allowance:

Each full-time covered employee required by the City to wear a uniform on a daily basis shall be entitled to the following uniform allowances issued annually as payroll checks and payable on or about June 1, annually:

<u>CLASSIFICATIONS</u>	<u>ANNUAL AMOUNT (\$)</u>		
	<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>
STREET, PARKS, SERVICE- MAINTENANCE, WATER AND CEMETERY	\$576.00	\$616.00	\$656.00
POLICE DEPARTMENT-RECORDS & RELATED-(ANNUAL ALLOWANCE)	\$576.00	\$616.00	\$656.00
POLICE DEPARTMENT-RECORDS & RELATED (INITIAL ALLOWANCE PAYABLE WHEN HIRED)	\$576.00	\$616.00	\$656.00
POLICE DEPARTMENT- DOG WARDEN, COMM. SERVICE OFFICER AND TREE	\$724.00	\$764.00	\$804.00
MECHANICS	UNIFORM SERVICE ONLY		

There shall be a one-time initial uniform allowance for the Police Department Records and related classification only. There shall be no annual allowance in the year in which the employee receives the initial allowance. Employees shall be subject to uniform requirements and standards as set by the City and the Union. The Building Inspector classification may be added to the eligibility list for an annual uniform allowance if a uniform is required on a daily basis.

18.20 Extraordinary Leave:

In the event of a death in the employee's immediate family, as defined herein, the employee shall be granted up to three (3) eight (8) hour necessary days of extraordinary leave credit. Necessary days shall not be chargeable against normally accumulated sick leave.

18.21 Training:

During the term of this agreement, it is the intent of both the City and the Union to establish a training program for specific classifications in the bargaining unit for the purpose of providing employees the programs to keep the necessary skills and technology to perform their current job duties and responsibilities. The training program will be the responsibility of the Labor Management Committee.

ARTICLE XIX NON-DISCRIMINATION

19.01 No employee or applicant for employment shall be discriminated against by the City or the Union in any manner relating to age, race, sex, color, creed, national origin, disability, or religion.

19.02 The City and the Union, in accordance with state law, recognize the right of all eligible employees to form, join, assist, or participate in or to refrain from forming, joining, assisting, or participating in Union affairs and functions during non-work time.

ARTICLE XX SUCCESSOR AND SAVINGS CLAUSES

20.01 Successor Clause:

This Agreement shall be binding upon both parties hereto together with their respective successors and assignees.

20.02 Savings Clause:

If any article or section of this Agreement, or part thereof, should be made invalid by operation of State or Federal law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. If any part of this Agreement is made invalid, the City and the Union shall meet within thirty (30) working days, or otherwise as mutually agreed, to negotiate a legal alternative.

ARTICLE XXI ENTIRETY OF AGREEMENT

21.01 Any and all items lawfully permitted to be negotiated, or lawfully the subject matter of negotiations, have been discussed, bargained for, negotiated, and resolved between the parties as set forth herein. The entire agreement between the parties is set forth herein and shall not be affected, altered, changed or amended by implication, by unincorporated provisions or any other means not herein or hereafter reflected in writing and mutually agreed to by the parties as a future amendment.

ARTICLE XXII TOTAL AGREEMENT

22.01 The parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union.

ARTICLE XXIII SENIORITY

23.01 Seniority shall be all employees' length of service with the City subject to any modification referred to and identified in any article of this Agreement. Newly hired covered employees shall have no seniority during their probationary period. However, upon completion of the probationary period of one hundred twenty (120) days, seniority shall be computed from last date-of-hire.

23.02 A covered employee who is unable to work because of a service-connected injury or disability, or who is on official leave status, and remains an employee of the City, shall continue to accumulate seniority during such periods.

23.03 Seniority lists shall be maintained by the City, shall be brought up to date by the City each year as of January 1, and shall be posted on bulletin boards on or about January 15, of each year. A copy of said list shall be forwarded to the chapter chairperson, City of Stow Local 2809 and to each individual covered employee on the seniority list. Such list shall show the covered employee's name, title, rate of pay, and date of hire with the City and order of seniority within division(s) and classification.

ARTICLE XXIV CONTRACTING OUT

24.01 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 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.

ARTICLE XXV TERM OF AGREEMENT AND SIGNATURES

25.01 This Agreement shall be effective January 1, 2015, and shall continue in effect through December 31, 2017, unless either party serves written notice to the other of its intentions to open negotiations to terminate, modify or negotiate a successor collective bargaining agreement, at least ninety (90) days prior to December 31, 2017.

In witness whereof the parties hereto affix their signatures this 15th day of September, 2015.

FOR LOCAL 2809:

James Schiro
 John Valle
 Cesar Straka
 Victor S. Allen

FOR THE CITY OF STOW:

Sam Drew
 John A. Earle
 [Signature]
 [Signature]

FOR OHIO COUNCIL 8, ASFCME:

[Signature]

[Signature]