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AGREEMENT

BETWEEN THE

CITY OF ALLIANCE

AND THE

ALLIANCE STREET DEPARTMENT

SERB Case # 2013-MED-12-1619

Effective January 1, 2015

Through December 31, 2017

TABLE OF CONTENTS

Article **Page**

Preamble/Purpose 1
Article 1 Recognition 1
Article 2 Application of Civil Service Law 1
Article 3 Management Rights 2
Article 4 Work Rules 3
Article 5 New/Existing Job Descriptions/Classifications 3
Article 6 Dues Deductions/Assessments/Fees/and Other Payroll Deductions 4
Article 7 Payroll Deductions 5
Article 8 Non-Discrimination 5
Article 9 Probationary Period 6
Article 10 Seniority 6
Article 11 No Strike/No Lockout 7
Article 12 Disciplinary Action 7
Article 13 Grievance and Arbitration Procedure 8
Article 14 Layoff/Recall 12
Article 15 Labor/Management Committee 14
Article 16 Overtime Work And Additional Compensation 14
Article 17 Overtime Assignment 15
Article 18 Insurance 16
Article 19 Employee Testing/Fitness For Duty 19
Article 20 Injured on Duty 20
Article 21 Safety and Health 22
Article 22 Drug Screening 22
Article 23 Work Week and Hours of Work 25
Article 24 Wages 26
Article 25 Longevity Pay 28
Article 26 Working Out of Classification 28
Article 27 Uniform/Telephone Allowance 29
Article 28 Mileage and Car Allowances 29
Article 29 Holidays 29
Article 30 Vacation 30
Article 31 Sick Leave 31
Article 32 Sick Leave Conversion Upon Retirement 33
Article 33 Sick Leave Bonus 34
Article 34 Personal Leave 34
Article 35 Funeral Leave 34
Article 36 Military Leave 35
Article 37 Jury Service /Court Leave 35
Article 38 Unpaid Leave of Absence 36
Article 39 Family and Medical Leave Act 36
Article 40 Union Leave 36
Article 41 Union Leave/Activity/Representation 37
Article 42 Union Rights/Bulletin Boards/Facilities 37
Article 43 Bargaining Unit Work 38
Article 44 Residency 38

TABLE OF CONTENTS

Article **Page**

Article 45 Meal Period 38
Article 46 Severance of Prior Agreements/Mid-Term Bargaining 38
Article 47 Separability 39
Article 48 Duration 39
Signature Page 40
Attachment A Health Insurance Benefits 41
Side Letter #1 Lump Sum Payment 42

PREAMBLE/PURPOSE

This Collective Bargaining Agreement, entered into at Alliance, Ohio, between the City of Alliance (hereinafter referred to as the City), and Local 2233, Alliance Street Department and Ohio Council 8, both of the American Federation of State, County and Municipal Employees Union, AFL-CIO (hereinafter referred to as the Union).

Whereas, it is the intent and purpose of the parties hereto that this Agreement respect and promote the mutual interests, responsibilities and obligations of the City and the Union to achieve better understanding, to provide for the efficient and economic operation of the services provided by the City, to provide a peaceful adjustment of differences between the parties and to provide for matters pertaining to wages, hours, benefits, and terms and conditions of employment.

ARTICLE 1
RECOGNITION

Section 1. Included. The City hereby recognizes the Union as the sole and exclusive representative and bargaining agent for the bargaining unit consisting of employees in the Streets Department for the purposes of collective bargaining. The City shall not recognize any other organization, person, bargaining unit or Union as representing any employee within the bargaining unit herein.

The bargaining unit shall include: all full-time and regular part-time employees of the Streets Department of the City of Alliance, including those temporarily transferred to the Water and Sewer Distribution Department except those excluded in Section 2 of this article.

Section 2. Excluded. The bargaining unit shall exclude all employees of all other departments of the City of Alliance and all office clerical employees, all management level employees, supervisory employees, including but not limited to superintendents, assistant superintendents, foremen and head mechanics), confidential employees, plant clerical employees, professional employees, and casual employees as defined in the Act.

ARTICLE 2
APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Alliance nor Rules and Regulations of the Civil Service Commission of the City of Alliance, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Section 3. Exclusive Remedy. Employees covered by this agreement having a dispute with the City relating to the aforesaid terms and conditions of employment must pursue the provisions of this agreement as their sole and exclusive remedy.

ARTICLE 3
MANAGEMENT RIGHTS

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

1. To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the departments; its available funds and its budget; and the standards, methods, means and procedures by which employees shall be required to perform functions, services and programs of the departments.

2. To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, demote, transfer, layoff, train, retrain; to suspend, discipline, remove, or dismiss for just cause, and to retain or reinstate employees.

3. To direct, supervise and manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; and to select the personnel by which departmental operations shall be carried out; to establish, continue, or change policies, practices, rules and regulations.

4. To maintain or increase the efficiency and/or effectiveness of departmental services; to relieve employees from their duties because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of departmental services; and to schedule overtime.

5. To take any actions deemed necessary to carry out the functions, services, and programs of the department in an emergency.

   and

6. To determine the classifications, size, and duties of the work force; determine shifts and reasonable overtime requirements; assign allocated work to and between departments; reorganize, discontinue, or enlarge any departments, or portions thereof; and to otherwise carry out all ordinary and customary functions in management.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects, including but not limited to, those enumerated above, reserved to and retained by the City under this article.

Section 2. The City specifically retains all those rights contained in Section 4117.08 (C) (1)-(9), of the Ohio Revised Code, which are not listed above. In addition, all functions, rights, powers,

responsibilities and authority of the Employer, with regard to the operation of its work and business and the direction of its workforce, which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer. The City is not required to bargain on any subjects, including but not limited to, those enumerated above, reserved to and retained by the City under this article.

ARTICLE 4
WORK RULES

Section 1. All bargaining unit members shall comply with all departmental rules and regulations, including those work rules relating to conduct and work performance.

Section 2. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 3. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union at least seven (7) calendar days prior to the date of implementation unless emergency circumstances exist, and if requested, meet with the Union to discuss the matter.

Section 4. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE 5
NEW/EXISTING JOB DESCRIPTIONS/CLASSIFICATIONS

Section 1. Job Descriptions/Classifications. The Union recognizes and acknowledges the Employer's right to establish new and adjust existing job descriptions and classifications.

Section 2. Whenever the Employer creates a new job classification or substantially restructures/redefines an existing one, it shall notify the Union of such action. Such notification shall state the job classification title, whether or not the classification is to be included/excluded from the bargaining unit, a description of the duties for such classification, and the initial wage rate/schedule for such classification.

Section 3. Should the parties agree that the new or restructured job classification is to be included in the bargaining unit, both the Employer and the Union shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). If applicable, the Union shall have the right, within thirty (30) calendar days from receipt of notice from the Employer, to file a notice to negotiate concerning the initial wage rate/schedule established by the Employer.

Section 4. Should the parties disagree on the inclusion/exclusion of the new or restructured classification in the bargaining unit, the Union or Employer may petition to amend or clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that

the new or existing classification is to be included in the bargaining unit, the Union may file a notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of that determination.

Section 5. If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted to SERB for resolution in accordance with R.C. 4117.

ARTICLE 6
DUES DEDUCTIONS/ASSESSMENTS/FEES/AND OTHER PAYROLL DEDUCTIONS

Section 1. The City agrees to deduct payroll deductions of Union dues, fees or assessments once each month from the pay of any employee in the Bargaining Unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union must be presented to the City by the Union. Upon receipt of the authorization, the City will deduct Union dues, fees or assessments from the payroll check for the next pay period in which the authorization was received by the City.

Section 2. The rate of which dues, fees or assessments are to be deducted shall be certified to the payroll clerk by the Treasurer of the local Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in dues, fees or assessments.

Section 3. The City shall not be liable for the remittance or payment of any sum other than those constituting actual deductions made; and if for any reason it fails to make a deduction for an employee as provided above, the City shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to the attention by the employee or the Union.

Section 4. The City agrees to forward to the Treasurer, care of the Controller, AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085, a warrant in the aggregate amount of the dues deductions, fees or assessments, with a listing of the employees for which such deductions were made, to be transmitted within the month such deductions were made. The local Union Treasurer and Ohio Council 8, Akron Regional Office, shall be forwarded a copy of the warrant and listing each month.

Section 5. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, demands, actions, proceedings or other forms of liability arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

Section 6. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

Section 7. Fair Share Fee. Effective with the execution and approval of this Agreement, all employees in the Bargaining Unit who, sixty (60) days from the date of hire, are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment.

All employees hired prior to the execution and approval of this Agreement, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment. The fair share fee amount shall be certified to the City by the Treasurer of the local Union. The deduction of the fair share fee from any earnings of the employee shall be made without a written authorization for payroll deduction. A separate listing of all names of employees who are being deducted a fair share fee shall be furnished to the Union and Ohio Council 8 as in Section (4) above. Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein. The City shall notify each new employee at the time of hire of their right to join the Union, or their obligation as a condition of employment to payment of a fair share fee as indicated above.

ARTICLE 7
PAYROLL DEDUCTIONS

Section 1. The City agrees to payroll deduction from the pay of any employee who has given written authorization of monies for any Credit Union as authorized by the City Auditor and to remit such deductions to the Credit Union.

Section 2. The City agrees to payroll deduction from the pay of employees who have given written authorization of any monies for the items for which it currently makes such other payroll deductions, such as U.S. Savings Bonds, Ohio Deferred Compensation, United Way, P.E.O.P.L.E. and the like.

ARTICLE 8
NON-DISCRIMINATION

Section 1. The parties agree not to unlawfully discriminate against any employee in the administration of this Agreement because of age, race, sex, color, creed, national origin, ancestry, genetic history, disability or military status.

Section 2. Union/Non-Union Affiliation. The parties recognize the right of all employees to be free to become a Union member and to participate in Union activities and to refrain from such membership or activity. The parties agree that there shall be no discrimination, interference, restraint, coercion or reprisal against any employee because of union or non-union affiliation or because of an employee engaging or refraining from activity on behalf of the Union.

Section 3. Gender Neutral. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4. Grievance Procedure Tolling. Where the subject matter of a grievance involves this article and there exists a concurrent collateral administrative action (e.g., OCRC/EEOC allegation, etc.) or court action, including instances where the City has been notified of pending action, the grievance procedure shall be tolled until such time as the collateral action is resolved.

ARTICLE 9
PROBATIONARY PERIOD

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for all new employees shall begin on the first day for which the employee receives compensation and shall continue for a period of ninety (90) calendar days; however, this may be extended for an additional ninety (90) days by mutual agreement of the parties. New hires and transfers shall have no seniority during probationary periods; however, upon completion of the probationary period, seniority shall start from the date of hire. Probationary employees may be terminated without recourse to the grievance procedure during the probationary period.

Section 2. Transfer Probationary Period. Employees transferred to a new position shall serve a ninety (90) calendar day probationary period.

ARTICLE 10
SENIORITY

Section 1. Definition of Seniority. Seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer. The following situations shall not constitute a break in continuous service for purposes of seniority:

A. Absence while on approved leave of absence;
B. Absence while on approved sick leave or disability leave;
C. Military leave;
D. Layoff for less than twenty-four (24) months.

The following situations constitute breaks in continuous service for which seniority is lost:

A. Discharge for just cause;
B. Retirement;
C. Layoff for more than twenty-four (24) months;
D. Failure to return to work within fourteen (14) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
E. Failure to return to work at the expiration of leave of absence; and
F. Resignation.

Section 2. Definition of Departmental Classification Seniority. Departmental classification seniority shall be calculated on the basis of uninterrupted service within a classification within a department. Where two (2) employees have the same length of uninterrupted service within a classification within a department, then the first time stamped application for employment shall prevail as most senior.

Section 3. If an employee is promoted or transferred to a job outside of the bargaining unit, he or she shall not accumulate additional departmental classification seniority after the date of said promotion or transfer. If the Employer should return an employee to a job within the bargaining unit within a two (2) year period, the employee shall be restored to the seniority list with seniority to be determined according to this article.

ARTICLE 11
NO STRIKE/NO LOCKOUT

Section 1. The Union and the employees recognize that a strike, as defined in Section 4117.01 of the Ohio Revised Code, is illegal during the term of a collective bargaining agreement and during the settlement procedure set forth in Section 4117.14 of the Ohio Revised Code and they pledge not to engage in any strike against the City of Alliance as defined in the preceding sections, as prohibited in Section 4117.15 of the Ohio Revised Code, including but not limited to, slowdowns, job actions, sympathy strikes, or other concerted interference or the withholding of any job assignments, and further agree to cross any picket line established by any other Union representing the employees of the City of Alliance in order to perform their duties. The Union agrees to seek stoppage of any type of job action by a member or members of the bargaining unit. The Union shall take steps that are reasonably within its ability that are necessary to end such job action. Nothing in this section shall be construed to preclude the City from seeking to enjoin any such strike in accordance with the provisions of Section 4117.15 and 4117.16, Ohio Revised Code, or any disciplinary action which may be taken against striking employees pursuant to Section 4117.15 (C), Revised Code.

Section 2. Moreover, the obligations, rights and provisions of this article shall be completely independent of and shall not affect or be affected by any other provisions of this Agreement, including any grievance and arbitration provisions, nor shall the grievance and arbitration provisions act to preclude the City from exercising any statutory right to enjoin the strike or to discipline strikers.

Section 3. The City will not institute a lockout for any cause, whatsoever, during the term of this Agreement.

ARTICLE 12
DISCIPLINARY ACTION

Section 1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Demotion.
6. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the

same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public and/or co-workers, neglect of duty, absence without leave, substance abuse, violation of City or department work rules, regulations, policies, or procedures, failure of good behavior, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. The Employer generally practices progressive discipline, but reserves the right to determine the amount of discipline based upon the seriousness of the offense. The practice of progressive discipline does not infringe upon the right of the Employer to terminate an employee's employment for a first offense. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. Management's decision to administer a certain level of discipline for a particular offense will be made on a case-by-case basis and is not to be relied upon as a binding practice.

Section 4. Predisciplinary Conference. Whenever the Employer determines that an employee may be subject to suspension, reduction, or termination, the Employer will hold a predisciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least twenty-four (24) hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence, and what form of discipline may be imposed.

The employee may be accompanied by a Union steward or officer during the predisciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the predisciplinary conference as an observer only. At the conference, the employee and/or his Union representative shall have an opportunity to respond orally to the charges prior to discipline being imposed.

Section 5. Disciplinary Records/Appeals. Any employee subject to discipline involving a loss in pay/suspension shall have the ability to contest such action through the grievance procedure beginning at Step 3. Letters of instruction and cautioning, and letters of written reprimand, shall be subject to the grievance procedure but are not eligible for arbitration. All disciplinary actions or records thereto shall cease to have force and effect for purposes of progressive discipline two (2) years after the effective date of such discipline, provided there is no intervening discipline.

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. Grievance forms shall be provided by the Union as the local Union determines. The Regional Director and/or staff representative of Ohio Council 8, AFSCME, and the Union President may attend any Step 3 meeting to assist in settling grievances.

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of only the explicit and express provisions

this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement which are controlled by ordinances of the City of Alliance, or by the provisions of federal and/or state laws and/or by the United States or Ohio constitutions.

Section 2. Group Grievances. Any member of the bargaining unit or the Union may file a grievance. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 3. Time Limits. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer or default rejection, if applicable, at the last completed step. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

Section 4. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and shall contain the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee.

Section 5. Time limit Calculations. The word "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays for the purpose of this article.

Section 6. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. Where an employee elects to file a formal grievance, each grievance shall be processed in the following manner:

Step 1: Department Head/Designee. Within five (5) calendar days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the department head/designee, who shall indicate the date and time of receipt of the grievance and affix his

signature to the grievance form. The department head shall either respond to the grievance or schedule a meeting to discuss the grievance and respond in writing to the grievant within five (5) calendar days of receipt of the grievance.

Step 2: Safety-Service Director/Designee. A grievance unresolved at Step 1 may be submitted by the grievant to the Safety-Service Director/designee within five (5) calendar days of receipt of the Step 1 answer or default rejection. The Safety-Service Director/designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) calendar days of submission of the grievance to Step 2. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) calendar days of such meeting.

Step 3: Arbitration. If the grievance is not resolved in Step 2, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the Mayor within thirty (30) calendar days of the answer at Step 2, and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply or default rejection as may be applicable. In lieu of utilizing FMCS, the parties may agree to select from a permanent panel of arbitrators contained herein where a timely demand for arbitration has been submitted.

Section 7. Selection of the Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to FMCS. Each party shall have the right to reject two (2) panels of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

The parties may mutually agree to mediate a grievance prior to the selection of the arbitrator. The mediator shall be chosen from the panel of arbitrators, but shall not be used as the arbitrator, should mediation fail and the grievance goes to arbitration. The cost of mediation shall be equally shared between the Local Union and the City.

Section 8. Hearing and Decision. The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific article(s) and section(s) of this agreement, and the arbitrator selected shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of applicable laws.

2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties, or responsibilities of the Employer under its rule-making powers not inconsistent with the agreement.

3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulations presently or in the future established by the Employer, so long as such practice, policy, rules, or regulations do not conflict with this agreement.

4. Implying any restriction or condition upon the Employer from this agreement, it being understood that, except to such restrictions or conditions upon the Employer are specifically set forth herein, or are fairly inferable from the express language of any article and section herein, the matter in question falls within the exercise of rights set forth in the article of this agreement entitled "Management Rights."

5. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.

6. Providing agreement for the parties in those cases where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement except as specifically authorized herein. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. The arbitrator shall be without authority to render any decision on the merits of a grievance that does not conform to the parties' negotiated grievance procedure. The arbitrator shall not mitigate the level of discipline imposed by the Employer upon a finding that, by a preponderance of evidence, misconduct occurred.

No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by the arbitrator until the arbitrator has rendered his decision and award in writing. The decision of the arbitrator within the limits herein described will be final and binding on the City, the Union, and the employee affected.

Section 9. **Arbitrability**. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. In the event that an issue is raised concerning the jurisdiction of the arbitrator, or arbitrability, the issue will be tried and decided first. If the matter is determined to arbitrable, a new arbitrator will be selected from a new list as provided herein, to decide the merits of the grievance. However, where the grievance sought to be arbitrated except in cases of discipline, has an immediate, actual, net value of less than $3,500.00, exclusive of arbitration costs, the Employer may decline to proceed to arbitration. In

such a situation the Employer's final step grievance response will control without establishing binding precedent or past practice.

Section 10. Arbitration Expenses. The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. However, expenses related to the calling of witnesses, attorney's fees, or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses are called or attorneys employed. Employee witnesses shall suffer no loss in straight time pay.

Section 11. Arbitration Awards/Settlements. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

ARTICLE 14
LAYOFF/RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Alliance's Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a lack of funds or lack of work exists, or reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff, job abolishment, reduction in hours, furlough, etc.) shall occur. The Employer shall notify the affected employee(s) in writing at least five (5) calendar days prior to the date of the reduction. Upon request of the Union the Employer agrees to discuss, with the representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 3. Procedure. The Employer shall determine the applicable division and classification where the initial reduction (i.e., layoff or job abolishment) is to occur by initially designating the specific area of reduction from the following:

A. Temporary, casual, or seasonal, and part-time employees within the affected department and classification.

B. Newly hired probationary employees within the affected department and classification.

C. Full-time employees, starting with the employee with the least classification seniority, within the department and classification affected.

Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 10, Seniority, of this agreement.

Section 4. Bumping Rights. A permanent employee who is laid off by a reduction in the work force may exercise his seniority to bump an employee with the least seniority within the same classification or, if he has the least seniority, he may bump an employee with the least seniority

within the next lower paying classification within the same classification series within the same department. Any permanent employee displaced from his classification under the procedures of this article may elect to take the layoff rather than exercise his bumping rights. An employee who is given the opportunity, and refuses to bump into the same classification, or into a lower paying classification within the same classification series within the same department, will not be recalled to such lower classification should one become available.

Any employee affected by layoff who wishes to exercise bumping rights must so notify the Employer of such desire in writing within five (5) calendar days of his receipt of notification of layoff pursuant to Section 1 of this article or will be deemed to have elected to take the layoff.

Section 5. Recall Rights. A bargaining unit member laid off under this article shall remain on the layoff list for a period of twenty-four (24) months. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the Employer shall recall from the layoff list in reverse order in which the members were laid off, within the classification recalled.

Employees shall be given ten (10) calendar days advance notice of recall and such notice shall be sent to the employees' last known address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall to the position from which they are laid off shall lose all seniority and recall rights. Employees who refuse or accept recall to a position other than that from which they were laid off shall retain seniority and recall rights to the position from which they were laid off, but only from the date of their original layoff. Except for illness or injury, verified by the employee to the Employer, by a medical statement certifying his inability to return to his position, failure of an employee to report to his position with the Employer within ten (10) calendar days of receipt of the recall notice or from return of the unclaimed, refused or otherwise undeliverable certified mail, shall constitute forfeiture of the employee's right to recall. Failure of an employee to report under this section due to illness or injury within thirty (30) calendar days of notification shall also constitute forfeiture of his right to recall at that time, but shall remain on the recall list under the terms of this article.

Section 6. Notice/Procedure for Furloughs. In the event the Employer determines that a furlough is necessary, the Employer agrees to provide the Union and those affected members with as much notice as possible, but not less than seven (7) days, of the planned furlough. Such notice will indicate how the furlough is to be accomplished, apportioned among the bargaining unit, and the effective date that the planned reduction will begin. Furloughs will be limited to personnel paid out of the fund(s) where the lack of funds exists. The Employer agrees to offer employees the option to voluntarily take unpaid furloughs prior to implementing any involuntary furlough time. Once the number and extent of involuntary furlough time is determined, employees will be required to schedule their applicable amount of furlough time by seniority, but subject to the approval of and operational needs of the Employer. The total yearly amount of involuntary furlough time shall be capped at sixty (60) hours per employee. Employees may voluntarily agree to assume a greater amount of unpaid furlough time.

Employees who are subject to furlough shall not have their vacation service time reduced, their seniority reduced, nor shall they lose eligibility for Employer sponsored insurance offered under the parties' agreement.

ARTICLE 15
LABOR/MANAGEMENT COMMITTEE

Section 1. In the interest of sound Labor/Management and to promote harmonious relations, a Labor/Management Committee shall be established. A Labor-Management Committee composed of not more than two (2) Union representatives and two (2) Employer representatives shall meet quarterly, or more or less frequently as mutually agreed, at mutually agreed upon times to discuss matters that:

a. Will further good relations between the parties;
b. Will eliminate or alleviate various problems that arise from time to time;
c. Will further safety in all areas; and
d. Will establish a line of communication between the parties for the benefit of all.

Section 2. At least three (3) working days prior to convening a Labor/Management meeting, the Union President and the Department Head shall establish the meeting's agenda.

ARTICLE 16
OVERTIME WORK AND ADDITIONAL COMPENSATION

Section 1. Administration. In the event of any emergency, Management may prescribe reasonable periods of overtime work to meet operational needs. When it is practical and possible, all overtime shall be approved by the Safety-Service Director in advance. All overtime must be reported to and justified as required by the Safety-Service Director. Complete records of overtime shall be maintained by the Department.

If an employee is required to attend training sessions in the City of Alliance beyond the normal work schedule, prior approval must be received from the Safety-Service Director and the employee shall be paid overtime compensation.

Section 2. Overtime Compensation. When an employee is required to work more than forty (40) hours in one week, he shall be paid for such time over forty (40) hours at the rate of one and one-half (1.5) times his regular hourly rate of pay.

Overtime compensation shall not be paid more than once for the same hours under any provision of this article or agreement. For purposes of determining an employee's eligibility for overtime, only hours actually worked by the employee and all hours of pre-approved paid leave will be included.

Section 3. Compensatory Time. Each bargaining unit member may, at his discretion, elect to take compensatory time off ("Comp Time") in lieu of compensation for any overtime worked. Comp time shall be accrued and banked at one and one-half (1.5) hours for every hour worked. The parties agree that employees shall attempt to provide the Employer with thirty (30) days advance notice for compensatory time requests and this thirty (30) days constitutes a reasonable time period under the act. The Employer reserves the right to manage the use of compensatory time which may include scheduling such time off, offering alternative days in lieu of initially requested dates within the reasonable time period, requiring approval prior to use, and paying of

such time if it determines such to be appropriate. Comp time earned shall be taken within one (1) year after its accrual. All comp time not used by the end of the one (1) year period shall be paid to the employee at the straight time rate. Maximum "comp time" which may be accumulated is two hundred forty (240) hours.

Section 4. Call-in Pay. When an employee is called in to work while off duty, he or she shall be paid for a minimum of two (2) hours of pay at the appropriate rate of such call-in. If the employee actually works more than two (2) hours, he shall be paid for a minimum of three (3) hours; if the employee actually works for more than three (3) hours, he shall be paid for a minimum of four (4) hours; and if the employee actually works for more than four (4) hours, the employee shall be paid for actual time worked. If overtime occurs immediately before or after the employee's regular shift, he shall be paid for the actual overtime worked in fifteen (15) minute increments. There will be no call-in pay paid when an employee reports to work as a result of "trading shifts" with another employee. If a bargaining unit employee is called in to make an assignment of emergency overtime, such as replacing a stop sign or removing broken glass from a street following an auto accident, that employee shall complete the overtime work and not call in additional personnel unless he is not qualified to perform such work or such work requires more than one person.

Section 5. Court Pay. Whenever an employee is required to appear during his regular off-duty time before any official court or before a prosecutor on matters pertaining to or arising from the employee's official duties, the employee shall be compensated for a minimum of two (2) hours at the appropriate hourly rate of pay. If an employee appears before a court or at a pretrial conference for more than two (2) hours, such excess time shall also be compensated at the applicable rate.

Section 6. When a scheduled employee reports for work on his or her regular shift, and finds work not available due to an emergency, not in the control of the Employer, he or she shall be assigned any available work. If work is not available and the employee sent home, such employee shall be paid no less than four (4) hours pay at their regular rate of pay.

Section 7. Non-Emergency Overtime. In the event non-emergency overtime occurs in a department, it shall be on a voluntary basis.

ARTICLE 17
OVERTIME ASSIGNMENT

Section 1. The Superintendent shall prescribe periods of overtime work to maintain operational needs.

Section 2. Where an overtime situation occurs, the opportunity to work overtime shall be offered to the employee within the department who has the most seniority in the department. If the most senior employee refused overtime, then the next senior shall be offered, and so on and so on.

Section 3. In the event sufficient employees do not accept the overtime assignment, the overtime shall be offered to employees in the department in the reverse order of seniority and such employee shall be required to work the overtime.

Section 4. A bargaining unit employee shall have a maximum of ninety (90) days department seniority to qualify for overtime, except in case of emergency.

Section 5. When an overtime situation is in operation, any employee who has worked twelve (12) hours or more may leave when he/she feels extremely fatigued. Said employee will report to any immediate management personnel on duty prior to leaving in order to allow for a replacement. An employee will not be forced to work any more hours until eight (8) hours of rest has been awarded to said fatigued employee.

ARTICLE 18
INSURANCE

Section 1. For the term of this agreement, the Employer agrees to provide bargaining unit employees the same health insurance plan, inclusive of medical, hospitalization, dental, eye care and prescription coverage (health care), as that provided to non-bargaining unit employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Until such time as a majority of City bargaining units are participating in the insurance committee, coverage and benefits shall remain comparable to those contained in attachment "A." Contribution rates shall remain unchanged until January 1, 2015. A change in insurance carrier, plan administrator or health care system (PPO, HMO, etc.) that requires a change in health care providers while maintaining comparable benefits is a comparable plan under this section. Once a majority of City bargaining units are participating in the committee, coverage will be determined by the committee and cost containment measures may be adopted by the Employer or the Committee pursuant to the provisions of Section 5 herein.

Section 2. Annual Wellness Screening Program. Commencing in calendar year 2014, the City shall institute an annual wellness screening program that will be offered to all employees and spouses participating in the group health plan made available through the City. The City will determine the manner in which screening is to be accomplished. The wellness screening program will allow each employee to receive a two and one-half percent (2.5%) reduction in their applicable monthly premium for certifying to the City that they and their spouse if applicable have been screened from a health care provider in the following categories: (1) Tobacco Use, (2) Blood Pressure, (3) Cholesterol, (4) Obesity, and (5) Glucose level. The reduction will apply to the first month following the submission of the required verifying documentation to the City. In order to receive this reduction, the employee and his spouse (if applicable) shall be required to complete a City form certifying that the screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the nicotine test. Application of the two and one-half percent (2.5%) reduction will result in the employee base contribution being reduced from ten percent (10%) to seven and one-half percent (7.5%) for 2014. For 2015, the reduction is expressed in the formula contained in Section 4.

Section 3. Tobacco Use Surcharge. Commencing in calendar year 2015, the City shall institute a tobacco use surcharge for all employees and spouses participating in the group health plan made available through the City. Under this program employees shall be required to pay a five percent (5%) surcharge in their applicable monthly premium for tobacco use by the employee or the covered spouse if applicable. The surcharge rate is reflected in the base cost

sharing formula contained in Section 4. In order to avoid the surcharge, an employee and spouse (if applicable) whose tobacco use is not covered in Section 2 shall be required to complete a City form certifying that the tobacco screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the screening test.

Section 4. Cost Sharing. Employees shall be required to share in the cost of health care coverage up to the maximums permitted by the ACA. Effective August 1, 2014, the Employer shall contribute a maximum base amount of the total cost per employee, per coverage type, per month as set forth below, and participating employees shall contribute the minimum base amount as set forth below.

For those Employees Qualifying for Screening Reduction (2.5% reduction)

Monthly Maximum August 1, 2014	Employer Contribution	Monthly Minimum August 1, 2014	Employee Contribution	Total Base Contribution 2014
Single	$409.33	Single	$33.19	$442.52
EE + Child(ren)	$757.25	EE + Child(ren)	$61.40	$818.65
EE + Spouse	$859.59	EE + Spouse	$69.70	$929.29
Family	$1,330.31	Family	$107.86	$1,438.17

Base Contribution Without Surcharge or Incentive

Monthly Maximum August 1, 2014	Employer Contribution	Monthly Minimum August 1, 2014	Employee Contribution	Total Base Contribution 2014
Single	$398.27	Single	$44.25	$442.52
EE + Child(ren)	$736.79	EE + Child(ren)	$81.87	$818.65
EE + Spouse	$836.36	EE + Spouse	$92.93	$929.29
Family	$1,294.35	Family	$143.82	$1,438.17

For Tobacco Users With Screening (5% surcharge less 2.5% credit= 2.5% surcharge)

Monthly Maximum August 1, 2014	Employer Contribution	Monthly Minimum August 1, 2014	Employee Contribution	Total Base Contribution 2014
Single	$387.21	Single	$55.32	$442.52
EE + Child(ren)	$716.32	EE + Child(ren)	$102.33	$818.65
EE + Spouse	$813.13	EE + Spouse	$116.16	$929.29
Family	$1,258.40	Family	$179.77	$1,438.17

For Tobacco Users Without Screening (5% surcharge)

Monthly Maximum August 1, 2014	Employer Contribution	Monthly Minimum August 1, 2014	Employee Contribution	Total Base Contribution 2014
Single	$376.14	Single	$66.38	$442.52
EE + Child(ren)	$695.85	EE + Child(ren)	$122.80	$818.65
EE + Spouse	$789.90	EE + Spouse	$139.39	$929.29
Family	$1,222.44	Family	$215.73	$1,438.17

Commencing in January 2015, any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on the base contribution percentage to the Employer and to the employee. The parties recognize that employee affordability under the ACA will be measured based upon the cost of the bronze (i.e., lowest tier plan being offered) single plan and the employee's household income. Any employee who believes his contribution exceeds the maximum allowable by law may submit a written request for review to the Auditor.

Section 5. Health Care Committee. A health care committee will be created for the purposes of monitoring and supporting the wellness program, and for reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and a number of management representatives of the Employer equivalent to or less than the total number of city bargaining unit representatives participating in order to allow for an odd number of voting representatives. The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. The committee's authority will vest and begin with the 2015 plan year.

Specifically, the committee may recommend any of the following options:

A. To keep the same plan and/or benefit levels and pass on any cost increase above the levels set forth in Section 4 of this article to the participating employees; or

B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on to participating employees; or

C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee (A, B or C above) will be implemented by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee fails to submit a valid recommendation by sixty (60) days prior to plan renewal for the following plan year, the City may unilaterally select and implement one of the options (A, B or C above).

Section 6. Coverage Coordination. If both spouses are employed by the Employer, they shall be offered one (1) family coverage but they may select the spouse that will make the premium contribution.

Section 7. Spousal Coverage. Spousal coverage will be available, only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's

employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer and will not be eligible for coverage under the City plan. The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. The Employer reserves the right to verify this information at any time. It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

Section 8. Life Insurance. The City will maintain the bargaining unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of the Agreement. The City retains the right to change carriers but will not reduce the benefit levels during the term of this Agreement. The life insurance benefit shall be maintained at $10,000 at the Employer's cost.

Section 9. Ohio AFSCME Care Plan. The City shall contribute to the Ohio AFSCME Care Plan for the purpose of providing Dental IIA, Vision, Hearing, Prescription and Life Insurance benefits to eligible bargaining unit employees in accordance with the rules and regulation of the Fund and all applicable federal and state laws. Contributions shall be made between the first (1st) and the tenth (10th) of each month at the rate of sixty three dollars and seventy-five cents ($63.75) per month for each bargaining unit employee. Newly hired employees shall become eligible to enroll into the Ohio AFSCME Care Plan on the ninety-first (91st) day of employment. The monthly rate shall not increase during the term of this contract.

Section 10. Ohio AFSCME Legal Services Fund. The City shall contribute to the Ohio AFSCME Legal Services Fund five dollars ($5.00) per month for each full-time bargaining unit employee commencing on the ninety-first (91st) day of employment for newly hired employees.

Section 11. To the extent it is provided, any employee assistance program benefits will be offered in the City's health insurance plan.

ARTICLE 19
EMPLOYEE TESTING/FITNESS FOR DUTY

Section 1. The City, at its own expense, retains the management right to conduct physical and agility, psychological testing and other non-discriminatory job-related tests for a probationary employee and require that such tests be taken prior to hiring or prior to the completion of the probationary period.

Section 2. The City, at its own expense, also retains the management right to conduct physical, agility, psychological and other non-discriminatory job-related testing where the City reasonably determines such testing to be necessary to insure the continuing capabilities of its non-probationary employees.

Section 3. Fitness for Duty. The Employer reserves the right to have an employee alleging illness or injury to submit to a physical examination or examinations at the Employer's sole discretion and the Employer's expense, for purposes of determining fitness for duty. Additionally, if the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a

danger to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense. Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave (concurrent with family medical leave), other paid leave, and then a disability separation initiated.

ARTICLE 20
INJURED ON DUTY

Section 1. The employee shall be paid for the rest of the day on the date of the injury and those days going forward from the date of injury during the IOD period. There shall be no loss of benefits provided by the City or any applicable labor agreement during the leave.

Section 2. Injury on Duty Leave. When a bargaining unit employee is injured in the line of duty while actually working for the City on regular assignment, and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured on Duty leave (I.O.D), provided that he complete all of the steps required by the Employer to determine eligibility and otherwise adheres to any proscribed course of treatment/transitional work/light duty. The employee shall be paid for the rest of the day of injury and those days going forward from the injury date during the IOD period provided that he satisfies the eligibility requirements of Section 3.

Section 3. Eligibility. To be eligible for IOD the employee shall:

1. Submit a completed and signed internal incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting the granting of Injured On Duty Leave within twenty-four (24) hours of the incident.

2. Furnish the City with a signed City of Alliance Authorization(s) to Release Medical Information relevant to the claim.

3. File for Worker's Compensation medical benefits with the Ohio Bureau of Workers' Compensation and be approved for the receipt of benefits.

4. Suffer lost time from employment for a period exceeding seven (7) consecutive days.

5. Provide a medical certification from a physician on the list of City-approved providers opining that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, the recommended treatment, and the employee's inability to return to work as a result of the injury, along with an estimated date of return.

6. Participate in any light duty or transitional work program offered and made available by the Employer. Time spent on light duty or engaged in transitional work shall be counted against the maximum IOD entitlement.

Section 4. Procedure/Payment/Duration of Leave. Commencing with the date the injury is incurred, the employee shall be paid from accrued sick leave. If the employee is not able to return to work, due to the injury, on the eighth (8th) day of injury, payment shall commence from I.O.D. pay. If the employee is not able to return on the fourteenth (14th) day of injury, the sick time of the first seven (7) days shall be restored. If any employee has not accumulated forty (40) hours of sick leave, and if the disability ends in less than fourteen (14) days, he shall be paid sick leave during the first week of disability; however, the payment for that week shall be charged against his future accrual of sick leave.

Each employee shall be entitled to a six (6) month period per injury on duty commencing with the date on which the injury occurs and expiring six (6) months thereafter. If an employee returns to work for any reason other than light duty, the balance of the six (6) months related to that specific injury shall be held in reserve for future aggravation or reoccurrences of that injury. Under no circumstances shall a new I.O.D. entitlement be granted where the claim is based on aggravation or reoccurrence.

Section 5. Disqualification/Denial of Claim/Reimbursement. Any employee found eligible to receive benefits or payments from the Public Employees Retirement System shall not be eligible to receive I.O.D. benefits. Employees shall not be eligible for I.O.D. unless the injury is of such severity as to require medical care. If for any reason the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, said IOD leave shall cease and the employee shall reimburse the City for any amounts paid pursuant to this section. The City may exercise its right to reimbursement through payroll deduction either in paid or accrued time. Any deduction by the Employer shall not exceed more than five percent (5%) of the employee's pay per pay period and shall be limited to the amount of benefit overpaid.

Section 6. Review of Claim. The City reserves the right to review the employee's status every fifteen (15) calendar days and require the employee to have an independent medical examination by a physician selected and paid for by the Employer during the leave.

Section 7. Concurrent FML/Exhaustion of Injury on Duty Benefits. Family and Medical Leave time is run concurrently with IOD benefits used for a qualifying condition. An employee that is no longer eligible for IOD benefits shall take his accrued sick, vacation, and personal time prior to applying for an unpaid leave of absence or unpaid Family and Medical Leave. This request must be in writing.

Section 8. Disability Separation. If the employee is unable to return to work or unwilling to return to work, the Employer will begin proceedings for Involuntary Disability Separation or Voluntary Disability Separation.

Section 9. False Claims/Abuse. The Employer reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, who abuses the privilege covered in this article, or who works for another employer while on injury leave. Any such employee will also be subject to disciplinary action within two (2) years of the discovery of the false claim or abuse. Examples of what might constitute "abuse" as used in this section include, but are not limited to, an employee's refusal to perform the duties associated with his/her transitional work/light duty assignment or failure to comply with the terms outlined in this Agreement.

ARTICLE 21
SAFETY AND HEALTH

Section 1. Safety is a mutual concern of the City and the Union. The City shall utilize all reasonable efforts to maintain safe working facilities, vehicles, tools and equipment. The employees and the Union are expected to cooperate with the City in maintaining safe working facilities, vehicles, tools and equipment.

Section 2. The City shall make every reasonable effort to comply with applicable safety and health laws, rules and regulations. Employees accept the responsibility to operate and work with the Employer's tools, equipment, and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer.

Section 3. The City shall provide protective devices and other equipment which it deems necessary to protect employees from accidents and health hazards. The employees agree to wear all protective equipment so provided and the Union agrees to assist the City in obtaining voluntary compliance by employees. Refusal to wear protective equipment shall subject an employee to disciplinary action.

Section 4. Adequate First Aid Kits shall be maintained at all work areas and work sites. All City vehicles shall carry First Aid Kits in their cabs or other accessible locations.

Section 5. Complaints involving unsafe equipment or conditions should be reported by the employee to his immediate supervisor. The supervisor shall examine the piece of equipment and, if he determines it to be unsafe for operations, shall not permit the equipment to be operated and so mark the keys to said equipment. Employees shall not be required to operate equipment until it is fixed. If the supervisor does not agree the equipment is unsafe, the employee may process a complaint through the grievance procedure or call for an appropriate Union Steward to resolve the issue. Grievances filed pursuant to this article shall not be arbitrable.

Section 6. The Employer shall provide protection for all bargaining unit employees for liabilities arising from their employment, in the form of liability insurance, or in another manner at no cost to the employee (up to the limits of the insurance coverage). The City also shall provide all reasonable necessary legal counsel necessary without cost to the employee or the Union.

ARTICLE 22
DRUG SCREENING

A. Drug screening tests may be given to employees to detect the use of illegal drugs or controlled chemical substances. Such testing may be done on a random basis for safety sensitive personnel and CDL holders and as part of reasonable suspicion testing for all employees. If the screening is positive, the employee may be ordered to undergo a confirmatory test which shall be administered by a medical laboratory qualified to administer such tests.

B. The employee may have a second confirmatory test done at a lab of his/her choosing, at his/her expense, provided however, such tests must be done by a laboratory testing all

known drug subject to abuse, have a sensitivity of at least sixty percent (60%) and a specificity of ninety-nine percent (99%). This test shall be given the same weight as the two previous tests.

C. If both the screening and the confirmatory tests are positive, the City may require the employee to participate in a rehabilitation or detoxification program which is covered by the City's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the employee is on longer using illegal drugs or abusing controlled substances, the employee shall be returned to his position. Such employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

D. If the employee refuses to undergo rehabilitation or detoxification, or if the employee fails to complete a program of rehabilitation, or if he/she tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City.

E. For the purpose of this article, "periodic" shall mean not more than one time per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use and an employee may be tested more frequently during one (1) year period after his return from a rehabilitation or detoxification program.

F. For the purpose implementing the provisions of this article, each employee shall execute medical releases in order for the City to obtain the results of the physical examinations/drug screen testing provided for in this article. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical finding may be released without the express written permission of the employee.

G. If an employee is indicted in connection with drug use or abuse, and is not disciplined or discharged by the Employer, the employee shall be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued vacation or holiday time during such leave. An employee found guilty by a court of competent jurisdiction shall be summarily discharged. An employee found innocent of the charges shall be paid for all straight time hours and shall have any vacation or holiday time, which was used during such leave, restored to his credit. The employee's health insurance premiums will be paid during the leave of absence.

H. Notification of Prescription Medications/Narcotics. All personnel operating motor vehicles in the course of their employment with the City, holding CDLs, or occupying safety sensitive positions are required to notify the applicable Department Head and Safety-Service Director when under a course of treatment that includes prescription narcotics so that a review of the employee's essential job functions and the impact, if any, of those prescription narcotics can be made. Such information shall be considered confidential and not subject to disclosure except to the Medical Review Officer who shall evaluate the employee's ability to safely perform the essential functions of his position in light of the prescription medication. The Medical Review Office shall be a physician designated by the City and having expertise in occupational medicine.

I. Elevated Testing & Prescription Medications. Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the NIDA established levels in these substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this policy if the level reflects the dosage regimen. However, where the level is above the NIDA level and inconsistent with the dosage schedule, the employee shall be subject to discipline as a positive test.

J. Reasonable Suspicion Testing: All employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with long or short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Adequate documentation of unsatisfactory work performance or on-the-job behavior.

2. Physical signs and symptoms consistent with prohibited substance abuse or alcohol misuse such as slurred speech and body odors.

3. Evidence of manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or prohibited substances.

4. Occurrence of a serious or potentially serious accident that may have been caused by human error.

5. Fights (to mean physical contact), assaults, and flagrant disregard or violation of established safety, security, or other operating procedure.

6. Argumentative, cantankerous behavior.

Reasonable suspicion referrals will be made by a supervisor (two [2] when practical) who detects the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or alcohol misuse.

Post-Accident and Post-Injury Testing: All employees will be required to undergo urine and breath testing if they are involved in an accident with a City vehicle or injured in the course of their employment. This includes all employees that are on duty in the vehicles and any other whose performance could have contributed to the accident or injury.

Following an accident or injury, the employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any employee involved in an accident or injury shall remain in paid status and must refrain from alcohol use for eight (8) hours following the accident/injury or until he/she undergoes a post-accident/injury alcohol test. Any employee who is involved in an accident or is injured and fails to immediately report the accident or injury without justifiable explanation will be considered to have refused the test and their employment may be terminated.

Return-to-Duty Testing: All employees who previously tested positive on a drug or alcohol test must test negative (below 0.02 for alcohol) and be evaluated and released to duty by a substance abuse professional before returning to work.

Follow-up Testing: Employees will be required to undergo frequent unannounced random urine and/or breath testing following their return to duty after a positive test result. The follow-up testing will be performed for a period of one (1) to five (5) years with a minimum of six (6) tests to be performed the first year. The cost of these random tests shall be paid by the City.

ARTICLE 23
WORK WEEK AND HOURS OF WORK

Section 1. The employees' work week shall begin on Sunday at midnight and will consist of five (5) consecutive days, Monday through Friday, with two (2) consecutive days off on Saturday and Sunday, except when the Snow and Ice Control schedule goes into effect. The work week hours for bargaining unit employees are as indicated in Section 2 (A) below. Snow and Ice Control shifts will be scheduled beginning approximately the middle of November and extend until approximately April 1, although the City retains the right to start the shifts earlier or later and to end the shifts earlier or later, based upon weather conditions. The Employer shall give employees a minimum of seven (7) days' notice before instituting said schedule change.

Section 2. The work week and working hours schedule is as follows for employees covered under the bargaining unit:

(1) Normal Schedule

Monday through Friday (Saturday-Sunday off)	7:00 a.m. to 3:00 p.m. Lunch period 11:30 a.m. to 12:00 noon

(2) Snow and Ice Control Schedule

Sunday through Friday	11:00 p.m. to 7:00 a.m.
Monday through Friday	7:00 a.m. to 3:00 p.m.

Monday through Friday	3:00 p.m. to 11:00 p.m.
Monday through Friday	(Beginning Sunday at 11:00 p.m.)

When a snow emergency is declared or when snow removal efforts cannot meet the reasonable demands of the City's citizens, the City may modify the snow and ice control schedule to provide two twelve (12) hour shifts until the emergency is over or unusual conditions no longer exist.

Employees shall be permitted breaks of no less than fifteen (15) minutes, to be taken on the job where possible, midway between the start of the shift and the lunch break, and midway between the lunch break and the end of the shift.

Section 3. Employees arriving late for work, unless being excused for reasons beyond their control, will be docked for such time. Repeated patterns of tardiness may be subject to disciplinary actions.

Section 4. Reporting Off. All employees who are unable to report for work shall notify their immediate supervisor or some other person at their normal reporting station prior to their starting time. Employees should give the reason for being unable to report for work and expected date of return to work. For sick leave, reporting off is governed under the Sick Leave Article.

Section 5. Four Day Work Week. The City and the Union may, by mutual agreement, establish a four-day (10 hours per day) work week. Such work shall typically be established for seasonal work or special projects. Either party may terminate this schedule by giving at least seven (7) days' notice to the other party.

If such schedule is implemented, there shall be no windfall or loss to the City or employees working a four-day work week (e.g., over-time during such schedule will be after ten (10) hours in a day or forty (40) hours in a week, during a week in which a holiday falls the employee shall be entitled, pursuant to the contract, to eight (8) hours holiday pay).

ARTICLE 24
WAGES

Section 1. Hourly Wage Scale. The following are the base wage ranges for bargaining unit members and classifications.

A. Effective January 1, 2015, bargaining unit members shall receive a two percent (2%) general wage increase.

B. Effective January 1, 2016, bargaining unit members shall receive a one percent (1.0%) general wage increase.

C. Effective January 1, 2017, bargaining unit members shall receive a one percent (1.0%) general wage increase; however, if any other City bargaining unit has bargained a higher wage increase for 2017, the Union has the right to request to re-open negotiations for wages in 2017 only and there shall be a cap of one (1) additional percent wage increase.

Class/Position	Level*	Current Rate	1/1/2015	1/1/2016	1/1/2017
Equipment Operator	1	$17.16	$17.50	$17.68	$17.86
	2	$16.64	$16.97	$17.14	$17.31
	3	$16.14	$16.46	$16.63	$16.79
	4	$15.63	$15.94	$16.10	$16.26
	5	$15.16	$15.46	$15.62	$15.77
	6	$14.00	$14.28	$14.42	$14.57
	7	$13.00	$13.26	$13.39	$13.53

*NOTE – The number of levels has increased; upon execution of this Agreement employees shall remain at their current rate rather than remaining at their current level.

Section 2. Wage Schedule Administration. New employees will be paid at Level 7 for the first year of employment, Level 6 for the second year of employment, and at the lowest base rate applicable to their classification beginning with the employee's third year of employment. The City, at its sole discretion, may elect to start a new employee at any Level of Section 1 herein. Movement between steps in the wage schedule shall only occur while this contract is in effect and shall not occur in subsequent years after the expiration of the Agreement until such time as a new contract is in effect. Movement beyond the base level is controlled by the terms of Section 3.

Section 3. Merit Raises/Lump Sum Bonuses. Pay level classifications listed in this Agreement are based on a combination of longevity, job performance and effort to obtain qualifications and certifications if applicable. As such, they are considered merit increases and are given at the discretion of the Street Department Superintendent with the approval of the Director of Public Safety and Service. Employees shall be considered for merit step increases at least every three (3) years. Merit raises may be given by the Appointing Authority at his discretion at any time during a contract year subject to the constraints of the wage scale and availability of funds. Such increases/bonus payments shall be based on the following criteria: production; performance; and attendance. Employees shall be evaluated by their immediate supervisor, who shall submit the evaluations to the Appointing Authority/Designee. The Designee, if applicable, shall submit the evaluations to the Appointing Authority. The evaluations shall be in writing and shall include a recommendation as to whether or not it is recommended that the employee should be considered for a merit increase, and if so, the amount of the recommended increase. Once recommended, the Appointing Authority shall make a determination and shall provide the designee, if applicable, and employee with his decision. Any employee dissatisfied with the Appointing Authority's decision may request a meeting with him to discuss the decision. The Appointing Authority's decision is at his discretion and is final and not appealable. Merit increases may be in the form of hourly adjustment or lump sum equivalents.

Section 5. Shift Premium Supplement. Upon execution of this Agreement, personnel assigned to the second (2nd) and third (3rd) shift(s) will receive a shift premium of fifty cents ($0.50) per hour plus operator's rate.

Section 6. Pension Pick-up. The City agrees to institute a pension pick-up program for the employees of the Street Department who are members of this bargaining unit in the same fashion it has for the other City employees covered by P.E.R.S., if I.R.S. approval is received.

Section 7. Paychecks shall be distributed every other Friday. If Friday is a holiday, the employees will be paid on the preceding Thursday.

ARTICLE 25
LONGEVITY PAY

Section 1. Full-time employees hired prior to January 1, 2015, shall be paid on the second pay in June and the first pay in December of each year, according to their continuous service record as follows:

Anniversary Service Credit:	Amount:
0 through 4 years	$ -0-
over 4 through 10 years	$30.00 per month
over 10 years through 15 years	$70.00 per month
over 15 year through 20 years	$90.00 per month
over 20 years through retirement	$110.00 per month

Section 2. An employee shall advance to the next higher group with years of service in the month of the employee's anniversary date, if the employee's anniversary date is between the 1st and 15th of the month, and in the month following the employee's anniversary date, if the anniversary date is between the 16th and 31st of the month.

Section 3. Continuous service of an eligible employee shall be determined by using the date on which the employee was last hired by the City.

ARTICLE 26
WORKING OUT OF CLASSIFICATION

Section 1. Working Below Classification. Bargaining unit employees who are temporarily assigned or directed to work in a lower paid classification than their own shall receive their regular rate of pay.

Section 2. Working Above Classification. In the event an employee is assigned or directed by Management to work in a higher classification for a period exceeding four (4) hours, such employee shall receive the lowest rate of pay of the designated higher classification that is higher than his/her current wage. Management reserves the right to appoint any qualified employee to a position in the absence of a person in the higher classification. An employee may reject an assignment or directive to work in any higher classification if he believes that he is not qualified to perform the job duties without penalty. Upon attaining the four (4) hour minimum, the

employee shall receive compensation at the higher rate for all such time worked. In the event that the employee acts in a higher classification on his/her normal scheduled day off, he/she shall be paid at the overtime rate of that classification.

ARTICLE 27
UNIFORM/TELEPHONE ALLOWANCE

Section 1. Uniforms/Clothing Allowance. Employees in classifications of the bargaining unit shall be paid a clothing allowance of $700.00 in 2015; $750.00 in 2016, and; $800.00 in 2017, payable to said employees in two (2) equal installments on the second pay in June and the first pay in December. The City will establish the uniform to be worn including a standard work shirt. The City also will provide each employee one set of outerwear (1), rubber foot wear, and work gloves. These items will be replaced when worn out. The employee must return the outerwear and foot wear to be replaced to determine their condition before a new set will be authorized. Newly hired employees shall receive their outerwear, foot wear and gloves in a timely fashion after the employee's probationary period.

Each employee shall possess a personal cellular telephone while at work and shall use that telephone to communicate with co-workers as needed to perform efficiently in their service to the City. The City shall give each employee $100.00 per year as a telephone stipend and this stipend shall be paid in two (2) equal installments at the same time as the clothing allowance. It is understood that employees must have the cellular telephone in their possession while at work and respond to calls as needed. Failure to respond to calls or failing to possess a cellular telephone while at work may subject the employee to discipline.

ARTICLE 28
MILEAGE AND CAR ALLOWANCES

Section 1. Mileage Allowance. An employee using a private vehicle for any out-of-city job-related court appearance, pretrial appearance, training, seminars, meetings, conferences, continuing education programs, or any other job-related activities shall be reimbursed for mileage at the current federal allowed rate per mile then applicable.

ARTICLE 29
HOLIDAYS

Section 1. Employees shall receive compensation in pay (i.e., holiday pay) for the following legal holidays.

1. New Year's Day
2. M.L. King' Day
3. Presidents Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day
12. Personal Day

Section 2. Holiday Pay. Employees shall receive eight (8) hours of compensation in pay at their base hourly rate of pay for each legal holiday.

Section 3. When a holiday falls on a Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday, whichever is applicable.

Section 4. Holiday Pay Eligibility. If an employee is absent the normally scheduled day preceding or following each holiday for any reason other than pre-approved paid leave, the employee's holiday pay shall be forfeited. An employee must work the scheduled day before and the scheduled day after the holiday in order to receive holiday pay. However, if an employee is on funeral leave or jury duty leave, when a holiday is celebrated, he shall receive an alternative day off, with pay, mutually agreed upon between the City and the employee.

Section 5. Rate of Pay for Hours Worked on Holidays. Where work is the result of a call-in on any of the holidays identified in Section 1, the employee is entitled to pay or compensatory time for all hours worked on the holiday at one and one-half (1.5) times the regular hourly rate, at the discretion of the employee.

Section 6. Any employee who is scheduled to work and who reports off sick on a scheduled holiday shall be denied any holiday compensation and shall have the absence charged against accumulated sick leave.

ARTICLE 30
VACATION

Section 1. It is the intent of the parties to prevail over R.C. 9.44. Employees are entitled to vacation leave after one (1) year of continuous full-time service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of full-time service with the Employer as follows:

Employees hired full-time before January 1, 2015

Length of Full-time Service	Vacation
At completion of 1 year	10 days
At completion of 6 years	15 days
At completion of 12 years	20 days
At completion of 17 years	25 days
At completion of 21 years	30 days

Employees hired full-time after January 1, 2015

Length of Full-time Service	Vacation
After completion of 1 year	10 days
After completion of 6 years	15 days
After completion of 13 years	20 days
After completion of 20 years	25 days

An employee with less than one (1) year of service is not entitled to vacation credit, but is credited with the applicable amount of vacation leave on his first anniversary of employment.

Section 2. Full-time anniversary date, for the purpose of vacation, shall be used only to establish eligibility for the next highest vacation bracket. In order to receive the additional vacation, an employee must have, on his/her anniversary, completed the year specified in the vacation schedule. Vacation leave accrues while on vacation, paid military leave, and sick leave. No vacation is earned while an employee is in no-pay status. Prorated vacation credit is given for any part of a pay period.

Section 3. During the vacation herein provided for, full-time employees shall be entitled to pay at the employee's regular rate of compensation, for the number of hours the employee is regularly scheduled to work. An employee who leaves the employ of the City for any reason will receive vacation pay for any vacation that he/she may have been eligible for if not already taken at the time of termination.

Section 4. Vacation leave shall be taken by an employee in the year in which it was accrued and by the next anniversary date of employment. An employee will not be granted more than thirty (30) days actual time in a calendar year, except when the employee retires or terminates his/her service with the City, or if approved by the Director. Vacation time under the provisions of this subsection may accumulate from one (1) year to another up to a maximum of thirty (30) days. Vacation time accrued over the maximum amount of thirty (30) days shall be forfeited. Absence on account of sickness, injury or disability in excess of that hereafter authorized for such purpose, may at the request of the employee and within the discretion of the Department Head, be charged against vacation leave allowance, provided it has been requested in advance of the days taken.

Section 5. The Employer shall keep records of vacation leave allowance and shall schedule vacation leaves by seniority. The Employer shall distribute a vacation calendar by December 1 of the year. Prior to December 31 employees may request dates for vacation during the following year (January 1 to December 31). Such request shall be honored on the basis of the employee's seniority with the Employer subject to workload requirements. Vacation requests submitted after December 31 shall be honored on a "first-come, first-served" basis at a time mutually agreeable to the employee and Employer. After December 31, vacations shall be granted to the employee with the greatest seniority only if two (2) or more employees request vacation leave for the same date(s) simultaneously and the Employer cannot grant vacation leave to all employees making the request. Cancellation of prescheduled vacation by the employee will negate his seniority status and any future requests will be based on the operational needs of the Department.

Section 6. Conversion of Vacation into Pay. While the City encourages employees to take all available vacation time off, an employee earning fifteen (15) or more days of vacation may elect, with the approval of the appropriate appointing authority and subject to the availability of funds, to be paid at his regular base rate for all but two (2) weeks (ten [10] days) of unused vacation each calendar year. Each employee must take five (5) contiguous work days of vacation per year after the first year of employment.

ARTICLE 31
SICK LEAVE

Section 1. Upon the approval of the Employer, employees may use sick leave for:

A. Illness, injury, or pregnancy-related condition of the employee;

B. Exposure by the employee to a contagious disease communicable to other employees;

C. Illness, injury or death in the employee's immediate family;

D. Examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, when such examination cannot be scheduled during non-work hours.

Section 2. All full-time employees shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours of service, one hundred twenty (120) hours annually. Service for sick leave credit includes all hours in paid status, which shall include non-overtime hours for which an employee receives pay from the City except sick leave (exclusive of personal sick days, bonus sick days, and funeral leave), unpaid leave, unpaid suspension, or layoff. An employee who has been laid off, suspended, or is on leave of absence will not accumulate or receive sick leave credit.

Section 3. Reporting. When an employee is unable to report to work due to illness or injury, he shall notify his supervisor of such absence and reason therefore at least thirty (30) minutes before the start of his/her work shift each day he/she is absent by calling the supervisor. If the supervisor does not answer, the employee shall page the supervisor and leave the message on the supervisor's pager. An employee who expects to be on extended sick leave must notify his immediate supervisor, or other designated person, every day he is absent, unless otherwise agreed.

Section 4. Documentation. Before an absence may be charged against accumulated sick leave, the Employer will require such proof of illness, injury or consultations in the form of a written signed statement. If medical attention is required, an acceptable certificate from a licensed medical practitioner may be required to justify the use of sick leave. The Employer may require the employee to be examined by a physician designed by the Department Head and paid by the Employer.

In any event, an employee absent for more than three (3) consecutive scheduled work days must supply a physician's report to be eligible for paid sick leave. If the employee fails to submit adequate proof as required by this section, such leave may be considered an unauthorized leave and discipline may be issued. If the Employer finds that the written statement was falsified, such shall be grounds for dismissal.

Section 5. Abuse/Pattern Absence. Any abuse of sick leave or the unexplainable patterned use of sick leave shall be sufficient cause for an appropriate form of discipline as may be determined by the Employer.

Section 6. Fitness for Duty Examinations. The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician paid for by the Employer, to establish that he is able to perform his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 7. An employee, after he has exhausted his sick leave, may use his vacation leave to receive pay for time off due to sickness.

Section 8. For purposes of this article, "immediate family" shall be defined to include only the employee's:

1.	Spouse	4.	Step-Children in home
2.	Children	5.	Mother-in-law
3.	Parents	6.	Father-in-law

Section 9. Sick Leave Transfer. An employee who transfers from this Department to another Department of the Employer shall be allowed to transfer his accumulated sick leave to the new Department, providing that his amount of accumulated sick leave shall not exceed the accumulation limit in his new Department. Sick leave shall not be transferable to the City of Alliance from another public entity.

Section 10. Accumulation/Minimum Usage Increment. Unused sick leave shall be accumulated without limit. When sick leave is used, it shall be deducted from an employee's credit on the basis of one (1) hour for each one (1) hour of absence from his or her scheduled duty day.

Section 11. Mid-Shift Usage. An employee who becomes sick during working hours or before the end of his work day shall report said illness to his immediate supervisor prior to clocking out or leaving work. In the event no immediate supervisor is available, then the employee shall report to the person responsible or in charge. Any employee who leaves work under these circumstances will be charged for a minimum of one (1) hour sick leave. This one (1) hour minimum charge will not apply to prearranged doctor's appointments, or to situations where the employee is permitted to leave work to visit the doctor and returns to work in less than one (1) hour. If an employee leaves work early and the City has reason to believe that the claimed sickness is not legitimate, the City may require the employee to provide evidence that the use of sick leave was justified with the burden of proof being placed on the employee.

ARTICLE 32
SICK LEAVE CONVERSION UPON RETIREMENT

Section 1. Employees who retire in accordance with the rules and regulations of P.E.R.S. (Public Employees Retirement System of Ohio) shall be compensated in a lump sum for that portion of unused sick leave as follows:

A. For employees hired before January 1, 2014, all sick leave hours on credit up to a maximum of nine hundred sixty (960) hours. Additionally, twenty-five percent (25%) of all sick leave hours over nine hundred sixty (960) hours, up to a maximum of six hundred (600) hours (maximum of one hundred fifty [150] additional hours paid). Under no circumstances will more than one thousand one hundred ten (1,110) hours be paid).

B. For employees hired after January 1, 2014, the maximum sick leave conversion shall be twenty-five percent (25%) of their accumulation, not to exceed two hundred forty (240) hours paid.

A lump sum payment shall be calculated on the basis of the employee's annual wage at retirement divided by 2080, multiplied by the number of sick leave hours for which he/she is to be paid. Such lump sum payment is to be made in full on the second pay in June and first pay in December each year, provided that the employee has given the City six (6) months advance notice of retirement (written).

Section 2. Employees who have retired and received lump sum payments for sick leave credit as outlined above, shall not, upon re-employment by the City, be eligible for sick leave reaccrediting.

Section 3. The death of an employee shall be treated as a retirement for the purpose of payment of sick leave lump sum amounts. Only sick leave credit earned by employment with the City may be converted.

Section 4. Any sick leave taken for elective surgery or improper use of sick leave, in the three (3) month period immediately preceding retirement, shall be deducted hour-for-hour from the maximum sick leave payable under this article upon retirement.

ARTICLE 33
SICK LEAVE BONUS

Section 1. As an incentive to accumulate sick leave, the City shall grant one (1) additional work day off with pay in the event the employee works six (6) consecutive months without missing a work day, for any reason. The employee may elect to take an additional scheduled work day off or to receive an extra day's pay in lieu of the day off. Employee(s) who earn the additional work day must use it within a six (6) month period from the day it was earned.

ARTICLE 34
PERSONAL LEAVE

Section 1. An employee may use two (2) days, sixteen (16) hours, of sick leave annually as persona leave. Except for emergencies, twenty-four (24) hours notice shall be given for a personal leave request. A personal leave request form must be submitted to the City within the time limit unless due to an emergency. Paid legal holidays shall be excluded from use as a personal leave day.

ARTICLE 35
FUNERAL LEAVE

Section 1. An employee may be off work with pay up to a maximum of three (3) days for the death of a member of the employee's immediate family charged against sick leave, excepting aunts and uncles for whom the maximum shall be one (1) day.

In order to receive payment for a day's funeral leave the employee must have been scheduled for work on the date or dates for which he requests payment, and if more than one (1) day is claimed (up to a maximum of three (3) days, must be continuous and occur within and/or include the date of the funeral.

Section 2. Immediate family for the purposes of this article shall be defined as follows: mother, father, spouse, mother-in-law, father-in-law, grandparent, children, grandchildren, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, foster children, step-children , step-parents, or legal guardian.

Section 3. The Safety-Service Director may authorize additional time off to be charged against the employee's sick leave which shall not be unreasonably withheld for an out-of-state funeral or if special circumstances, such as the need to take care of the business affairs of the deceased, necessitates additional time off.

ARTICLE 36
MILITARY LEAVE

Military leave, with or without pay, shall be granted as provided by Ohio Revised Code and Ohio Administrative Law.

ARTICLE 37
JURY SERVICE /COURT LEAVE

Section 1. An employee who is called for jury duty will be paid his/her regular straight time pay for the day, if it was a scheduled work day. The employee will give the City any jury duty pay received. Written confirmation from the court of the jury duty service is required. If an employee reports for Jury Duty and is excused that day, he/she shall be required to report to the Street Department for work as soon as practical thereafter, except such employee shall not be required to report for work at the Street Department if there is less than two (2) hours remaining in the shift. Employees scheduled for Jury Duty shall be scheduled to work Monday through Friday day shift.

Section 2. The City shall grant Jury Duty/Court Leave with full pay to any employee who is summoned for jury duty by any court of competent jurisdiction or if the employee is subpoenaed to Court and required to testify about a matter resulting from his duties as a City employee.

Employees scheduled for Jury Duty shall be scheduled to work Monday through Friday day shift.

Section 3. Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

Section 4. This section applies to permanent and probationary full-time employees.

ARTICLE 38
UNPAID LEAVE OF ABSENCE

Section 1. Any employee who believes he or she has justifiable reason may apply for a leave of absence, not to exceed one (1) year in length. The approval of both the Department Head and Safety-Service Director must be obtained. Such requests for leave will be considered and may be granted for good cause if the employee's absence will not adversely affect efficient operation of the Department. The authorization of unpaid leave is a matter of administrative discretion and will not be considered precedent for a grievance based on the denial of another leave of absence.

Section 2. No benefits shall accrue to the employee while on an unpaid leave of absence.

Section 3. When on such leave due to an employee's medical disability, the employee's medical insurance will be maintained by the City to the extent that such is required by the FMLA and the employee will continue to accrue seniority up to one year for purposes of vacation and longevity which shall be applicable when the employee returns to full-time duty. No seniority shall accrue if an individual is on a non-medical unpaid leave of absence.

Section 4. Abuse of Leave. If it is found that a leave is not actually being used for the purpose for which it was granted, the City may cancel the leave and direct the employee to report for work by giving written notice to the employee and the Union.

Section 5. Failure to Report. An employee who fails to report to duty within five (5) working days of the completion or a valid cancellation of a leave of absence without pay, without explanation to the City or its representative, may be removed from the City employment. An employee who fails to return to employment from a leave of absence without pay and is subsequently removed from employment is deemed to have a termination date corresponding to the ending date of the leave of absence without pay.

ARTICLE 39
FAMILY AND MEDICAL LEAVE ACT

Section 1. Employees shall be eligible for Family and Medical Leave (FML) in accordance with the Employer's policy which shall be in compliance with federal law (i.e., Family and Medical Leave Act [FMLA]). Any period of leave (i.e., sick leave, vacation, etc.) due to a qualifying condition under the FMLA, shall run concurrent with the employee's entitlement to leave under the Act.

ARTICLE 40
UNION LEAVE

Section 1. An employee elected or appointed delegate to conferences or conventions shall be granted time off without pay to attend each conference. Such conferences or conventions shall not exceed a period of four (4) work days per calendar year for the bargaining unit.

Section 2. Should any official or representative of the Local Union accept the position of AFSCME Council 8 or the AFSCME Unit International Union Staff, he/she shall be granted an indefinite leave of absence with seniority to continue to accumulate for a period of one (1) year.

If he/she does not return to the bargaining unit after one (1) year, his/her accumulation of seniority will stop until he/she returns.

ARTICLE 41
UNION LEAVE/ACTIVITY/REPRESENTATION

Section 1. Union representatives shall be afforded an aggregate forty (40) hours of time without loss of pay during regular duty hours to fulfill responsibilities with the City, including processing grievances, meetings, and administration and enforcement of this Agreement without loss of pay or Union time.

The Union Contract Negotiations Committee shall include a maximum of two (2) members as designated by the President of the Local Union.

Section 2. Carryover/Limitations. The Union shall be entitled to carry over unused Union time under paragraph (A) above from year to year. However, at no such time shall that balance exceed eighty (80) hours.

Section 3. There shall be a maximum of one (1) employee permitted off on Union time on any given shift to address Union matters, subject to the operational needs of the Employer.

Section 4. In the event the Union should use all time to which it is entitled in any given year, the Union shall be permitted additional time off under this Article not to exceed five (5) additional work days, but without pay.

Section 5. The President of the Local Union shall be scheduled by the City to meet with all newly hired employee(s) for a duration of no longer than one (1) hour, to inform said employee(s) of functions of the Local Union and on-the-job safety and work procedures. City facilities shall be made available for this purpose.

ARTICLE 42
UNION RIGHTS/BULLETIN BOARDS/FACILITIES

Section 1. The Employer shall provide a space on the employee's Bulletin Board for the Union to place Union notices for the Union's use. Use of bulletin boards by the Union shall be limited to the following Union notices: recreation and social affairs, legislative reports, meetings, appointments, Union election, results of Union elections. Any other matter to be posted shall be submitted to the Director for approval. The Union shall not be permitted to post notices that are political in nature and/or adversely portray the Employer, or any City Official, or any City employee.

Section 2. The Union may use the facilities of the Streets Department to conduct meetings as long as reasonable advance notice, at least twenty-four (24) hours, is given to the Employer when possible. Union representatives and officials may also use a City telephone for local calls made necessary by the terms and provisions of this Agreement, however, such calls shall not disrupt the Employer's operations.

Section 3. When the Union believes that it needs to review Employer records or personnel files in order to meet its statutory duty and obligations to represent employees in the bargaining unit, it will make a request for such information and access thereto as defined and excepted under 149.43 O.R.C. The Employer shall promptly provide reasonable copies when so requested at no charge to the Union or employees covered under this Agreement.

ARTICLE 43
BARGAINING UNIT WORK

Section 1. Except as specifically restricted by this article, the Employer has and retains the right to determine the personnel by which operations are to be conducted pursuant to Article 7, Management Rights. It is understood that supervisory employees currently perform bargaining unit work and will continue to perform bargaining unit work at the discretion of the City.

Section 2. Supervisory/Management Personnel. Supervisory or management employees excluded from this Agreement will not be regularly scheduled to perform bargaining unit work where such assignment or schedule results in the reduction of regularly scheduled hours or scheduled overtime available for bargaining unit employees, unless that overtime work has been worked regularly performed by the supervisory employee(s) in the past. The foregoing restriction will not apply in the case of emergency, training, the unavailability of bargaining unit employees, or where the amount of bargaining unit work is de minimis, and the like.

Section 3. Welfare to Work Participants. It is understood that the City employs Welfare/Workfare individuals and persons assigned by the courts to perform work which may be considered bargaining unit work. It is agreed that the City will retain the right to use such individuals to supplement the Streets Department Workforce. However, the foregoing shall not be used as a subterfuge to reduce the size of the bargaining unit and no Welfare/Workfare or Court assigned person shall not be permitted to operate any Street Department equipment except lawn mowers and hand tools.

ARTICLE 44
RESIDENCY

Section 1. The employees of the Streets Department must live within a twenty-five (25) mile radius of the center of the City of Alliance, Ohio.

ARTICLE 45
MEAL PERIOD

If an employee's shift is called in for overtime for four (4) or more hours, each full four (4) hour period shall include a paid twenty (20) minute meal or rest period, or as otherwise established or practiced.

ARTICLE 46
SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING

Section 1. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with

respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union.

Section 2. Mid-Term Bargaining. Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to making such change, shall inform the Union of said proposed change prior to the date of implementation and meet to discuss the matter with the Union. The Employer may unilaterally implement such changes after discussions have taken place.

ARTICLE 47
SEPARABILITY

Section 1. In the event that any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect, and the parties shall meet at mutually agreeable times in an attempt to discuss a lawful provision on the same subject matter, if practicable.

Section 2. Notwithstanding the provisions set forth in this agreement, modification of, or variance from, any contractual provision(s) for the purposes of complying with the Americans with Disabilities Act (ADA), and the Family and Medical Leave Act (FMLA), or any other state or federal law relative to handicap or disability discrimination, shall not be construed by either party as a violation of this agreement or any provision herein.

ARTICLE 48
DURATION

This Collective Bargaining Agreement shall be effective from January 1, 2015, and shall continue through December 31, 2017, unless either party gives timely written notice to the other of their intent to commence negotiations. Notice shall be given no sooner than ninety (90) days prior to the expiration of the Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 14th day of DECEMBER, 2015.

For the City of Alliance

Dr. Alan Andreani, Mayor

Michael Dreger, Safety/Service Director

Kevin Knowles, Auditor

Matthew B. Baker, Labor Consultant
Clemans, Nelson & Associates, Inc.

For Local 2233-A, AFSCME, AFL-CIO
Street Department Employees

Stevan Pickard
AFSCME Staff Representative

President Local 2233-A

ATTACHMENT A
HEALTH INSURANCE BENEFITS

Pending the creation of the City Health Insurance Committee and the participation by a majority of City bargaining units in that committee, the Employer shall continue coverages at these benefit levels during the term of the contract. The coverage(s) shall have non-integrated deductibles, NETWORK and NON-NETWORK.

MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION COVERAGES		
AULTCARE or A NETWORK WITH EQUIVALENT COVERAGE		
ITEM	NETWORK	NON-NETWORK
Deductibles	Individual $250 Family $500	Individual $500 Family $1000
Maximum Out-of-Pocket Coinsurance Amount per Calendar year	Individual $500 Family $1000	Individual $1000 Family $2000
Hospital Expense	90%	70% of R&C
Outpatient Services	90%	70% of R&C
Physician Services (e.g. Office Visits)	$15 Co-Pay	70% After Deductible
Prescription Drugs All within Network up to 30 Day supply	Generic = $8 Co-Pay Preferred Brand or Formulary = $15 Co-Pay Non-Preferred Brand or Non-Formulary = $25 Co-Pay	(4) Not Available
Mail Order Prescription Drugs all within Network and up to a 90 day supply	Two Co-Pays for Up to a 90 Day Supply (i.e. 2 for 3) All within Network	(5)

The deductibles above are non-integrated with Network and Non-Network Benefits.

SIDE LETTER #1
LUMP SUM PAYMENT

Within thirty (30) days of the execution of this Agreement, all bargaining unit members employed as of the ratification date of the Agreement shall receive a lump sum payment of seven hundred fifty dollars ($750.00).