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COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF HUBBARD, OHIO

and

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
OHIO COUNCIL 8, AFL-CIO, LOCAL 1256**

SERB Case No. 2014-MED-10-1421

**Effective January 1, 2015
Through
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PREAMBLE/PURPOSE

Section 1. Preamble. This Agreement is hereby entered into by and between the City of Hubbard, hereinafter referred to as the "Employer," and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 1256, hereinafter referred to as the "Union."

Section 2. Purpose/Intent. In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer and Union now desire to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours and other terms and conditions of their employment; 2) to promote fair, reasonable and safe working conditions; 3) to promote the highest levels of individual efficiency and service to the citizens of the City of Hubbard, Ohio; 4) to avoid interruption or interference with the efficient operation of the Employer's business; 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 1 RECOGNITION

Section 1. The City recognizes Local 1256, AFSCME Ohio Council 8, AFL-CIO as the sole and exclusive bargaining agent for employees in the bargaining unit.

Section 2. Bargaining Unit Defined. This Agreement relates to all employees represented by Local 1256 and listed in Article 26, Section 2. The term employees represented by Local 1256 shall be all certified and non-certified employees.

Section 3. Excluded. All management, confidential, non-bargaining unit supervisory, professional, part-time, seasonal, temporary, intermittent, and casual employees as defined by the Act and all positions not specifically included in Article 26, Pay Range Classifications, shall be excluded from the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations revising either process or equipment, or both; 10) determine work standards and the quality and

quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 15) terminate or eliminate all or any part of its work or facilities.

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

ARTICLE 3 **DUES DEDUCTIONS/FAIR SHARE FEE**

Section 1. Dues, Fees, Assessments. During the terms of this Agreement, the Employer shall deduct regular monthly Union dues, assessments, initiation fees and fair share fees from the wages of all bargaining unit employees. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

Section 2. List. The Employer agrees to supply the Union with a list of those employees for whom deductions have been made.

Section 3. Delivery to Union. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within ten (10) days from the date of making said deductions.

Section 4. Indemnification. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

Section 5. Fair Share Fee. In recognition of the Union's services as the bargaining representative, all employees in classifications within the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying a service fee. The assessment and collection of all fair share fees including, but not limited to automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09(C) and the Union warrants to the Employer that it has a fair share fee notice, rebate, and challenge procedure that complies with federal and state law. The Union shall defend and indemnify the City against any and all claims or demands against it arising out of this deduction.

Section 6. Fair Share Fee Deduction Procedure. Sixty (60) days after the commencement of employment employees not electing to hold membership in the Union will, as a condition of

employment, pay the Union a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement and other such permissible costs as provided for by law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the union's internal rebate reduction procedure.

ARTICLE 4 **NO STRIKE/NO LOCKOUT**

Section 1. The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

Section 3. It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action up to and including discharge.

Section 4. The Employer agrees that employees shall not be locked out for the term of this Agreement.

ARTICLE 5 **NON-DISCRIMINATION**

Section 1. The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, military status, veteran's status, genetic history, national origin, age, sex, handicap or Union status or Union activity.

Section 2. The Employer and the Union expressly agree that membership in the Union is at the option of the employee and that neither will discriminate with respect to representation between members and non-members.

ARTICLE 6 **LABOR/MANAGEMENT COMMITTEE**

Section 1. 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. Prior to convening a Labor-Management meeting, the Union President and the Department Head shall establish the meeting's agenda.

Section 3. The City shall provide safety equipment and maintain proper safeguards and safe working conditions for all employees.

Section 4. Employees shall observe all work and safety rules and regulations of the City. These rules are necessary for the safety and health of the employees, and the preservation of City property. Violations of these rules will be subject to disciplinary procedures, according to the provisions of this Agreement.

Section 5. No employee shall be disciplined for refusal to operate unsafe equipment.

Section 6. Health and Safety Committee. The Union and the Employer do herein agree to establish a joint Health and Safety Committee which shall consist of two (2) members appointed by the Employer and two (2) members appointed by the Union. The purpose of this committee shall be:

1. to establish safety and healthful working conditions within the City;
2. to establish work rules and safety procedures for the City;
3. to encourage and ensure the employees of the City follow the guidelines established by the Committee;
4. to investigate work related accidents or injuries which involve employees of the City and make procedural recommendations relevant to such incidents;
5. to review issues related to Worker's Compensation and Occupational Safety and Health and make recommendations on these issues to the City.

The Committee shall meet once each month during the regular business hours of the Employer and no member of this Committee shall suffer any loss of regular pay or benefit while attending these committee meetings.

The Union shall notify in writing the Director of Public Service of the bargaining unit member assigned to the Health and Safety Committee and shall provide written notice of any changes thereof.

ARTICLE 7
PROBATIONARY PERIOD

Section 1. New Hires. The probationary period for all newly hired employees shall be for a period of one hundred and eighty (180) calendar days. Newly hired employees shall have no seniority during the probationary period; however, upon completion of the probationary period, seniority shall start from the date of hire.

Section 2. The Employer shall have the sole discretion to discharge or layoff newly hired probationary employees and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service Procedure.

Section 3. Promotions. The probationary period for all newly promoted employees shall be ninety (90) calendar days. The Employer shall have the sole discretion to reduce promotional probationary employees; in such case the employee shall be returned to his former position and any such action shall only be appealable through the grievance procedure as set forth in this Agreement with the Union having the burden of proving the decision of the Employer was arbitrary and capricious. However, no appeal may be had of the Employer's decision where it involves a promotional probationary removal for a "Trainee" or "In-Training" position.

Section 4. Training/In-Training Positions. Notwithstanding the normal promotional probationary period set forth above, for "Trainee" and "In-Training" positions the Employer, upon recommendation of the immediate supervisor, shall have the sole discretion to remove newly promoted employees and return them to their former position during the first one hundred eighty (180) calendar days of service in the "Trainee" or "In-Training" positions.

ARTICLE 8
SENIORITY

Section 1. Definition. Seniority shall be defined as an employee's full-time, uninterrupted length of continuous employment with the Employer. A newly hired probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

Section 2. Termination of Seniority. An employee's seniority shall be terminated when one or more of the following occur:

- a. He resigns;
- b. He is discharged for just cause;
- c. He is laid off for a period of time exceeding twenty-four (24) months;
- d. He retires;

- e. He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- g. He refuses recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

Section 3. Tiebreaker. If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

Section 4. Seniority Types. There shall be two (2) types of seniority: (a) City-wide seniority which seniority is the total cumulative service with the City of Hubbard, Ohio; and (b) department seniority, which seniority is the total length of continuous service rendered in an individual City department. For the purpose of vacations, city-wide seniority shall prevail.

Section 5. Assignments and Transfers. For the purpose of shift assignments or transfer requests, departmental seniority shall prevail, provided such employee is qualified for said shift assignment or transfer.

Section 6. Accumulation of Departmental Seniority. An employee may accumulate departmental seniority in only one (1) department at a time. When an employee transfers or promotes from one (1) department to another, he shall be placed at the bottom of the seniority list in the department to which he has been transferred or promoted.

ARTICLE 9 **TRAINING**

Section 1. Requests. Any employee who desires to attend job-related training courses or schools may so notify the Employer not less than four (4) weeks prior to the commencement of the course or school.

Section 2. Employer Discretion. Attendance at such course or school shall be at the sole discretion of the Employer.

Section 3. Reimbursement. The Employer agrees to reimburse employees for approved expenses incurred pursuant to Paragraph 1 above, only if the employee meets or exceeds the following criteria:

- a. The Employer shall reimburse the employee for the course cost when the employee successfully completes the course or school attended by obtaining a passing grade, and obtains the license or certificate for which the school or course was given.

- b. The Employer shall reimburse all legitimate expenses incurred by an employee as a result of attending the course or school regardless of whether or not the employee attains a passing grade. Legitimate expenses include, but are not limited to lodging, meals, parking, tolls and mileage (gratuities, alcoholic beverages, etc. are not reimbursable). Should the course or school require an overnight stay, the Employer shall make every effort to have the cost of such stay (i.e., room costs) directly billed to the City.
- c. The Employer shall reimburse expenses to a maximum of two (2) attempts for a "non-passing" attempt. However, the City shall reimburse expenses in accordance with Section (b) above for any passing grade.

Section 4. Required Certifications/Training. The Employer shall pay for all costs related to the training of bargaining unit employees who, as a condition of employment, must obtain any special certifications or licenses as mandated by any agency of the federal, state or local government (e.g., Water or Waste Water certification/licenses etc.).

It is herein understood that the Employer shall be responsible for the costs of any testing under this article on a one-time-only basis. Should an employee fail to pass an examination under the provisions of this section, the employee shall be responsible for all costs related to any additional testing.

Section 5. Commercial Driver's License. The Employer agrees to provide training and the ability for testing, on an annual basis, for all bargaining unit employees who desire to obtain, or whose occupation requires, a Commercial Driver's License (CDL). Any employee who does not desire this training shall provide, to the City and the Union, a written statement declining the opportunity for such training. Employees who avail themselves of the opportunity outlined above shall be reimbursed the difference between a regular Ohio Motor Vehicle Operator's License and the initial CDL.

Bargaining unit members who do not possess a valid CDL at the time of a promotional opportunity shall not be denied promotion on that basis alone. The employee must, however, obtain a valid CDL during the promotional probationary period. Employees who fail to obtain a valid CDL during the promotional probationary period shall be transferred back to their former position. The Employer shall not be obligated for any cost of training or licensing if the employee previously refused such training opportunities. The Employer shall however provide any vehicle necessary for testing for such licensing.

No bargaining unit member shall be disciplined for refusing to operate any equipment which requires a certification the employee does not hold. For those employees hired before June 11, 2012, to as /great an extent as possible, alternative work assignments and/or employment within the same pay range shall be provided to those employees who are unable to pass or who for any reason lose a CDL certification.

Section 6. Initial CDL License and Renewal Expenses. Effective January 1, 2000, the Employer shall reimburse employees for the difference between cost of the Commercial Driver's

License initial acquisition and renewal fees and the cost of the initial acquisition and renewal fees for an Ohio State Driver's license.

Section 7. CPR Training. The Employer shall provide, on an annual basis, certified training in Cardio Pulmonary Resuscitation (CPR) to all employees of the City. Such training shall be as approved and certified by the American Red Cross.

ARTICLE 10
LICENSURE MAINTENANCE/REPORTING REQUIREMENTS

Section 1. The parties agree that certain classifications within the bargaining unit require, as a basic condition for employment, the employee to obtain and maintain a valid motor vehicle operator's license, Commercial Driver's License with appropriate endorsements, or other job-related license (i.e., Waste Water Operators License, etc.). Driving privileges issued by a court will only cover the employee to drive to and from the work place in his private vehicle and do not represent compliance with this article.

Section 2. The parties agree that the following provisions shall govern instances where an employee fails to maintain a required licensure.

- A. **Failure to Maintain Licensure with Notice to the Employer.** The parties agree that if an employee fails to maintain the necessary licensure and/or endorsements, but notifies the Employer prior to the beginning of the work day following the date that the employee knew, or should have known, of his failure/suspension/revocation, then the employee may, at the discretion of the Employer, be permitted to perform non-licensure work within his existing classification, be transferred to a classification where the job duties do not require the licensure, if the Employer determines vacancy is available, and receive the rate of pay for that classification or be placed on an unpaid leave. Within fourteen (14) calendar days of the failure/suspension/revocation being remedied or lifted, the employee shall take the necessary actions to reinstate his license, present to the Employer the valid necessary license, and return to duty in his former classification. If no action is taken, the employee shall be considered to have voluntarily resigned from his position. The parties agree that if an employee fails to maintain the necessary licensure and/or endorsements for a second time during the term of his employment, where his classification requires the maintenance of a valid license, then the employee shall be subject to termination, for failure to remain qualified to perform the duties of his position.
- B. **Failure to Maintain Licensure without Notice to the Employer.** The parties agree that if an employee fails to maintain the necessary licensure and/or endorsements, and fails to notify the Employer of such failure/suspension/revocation prior to the beginning of the work day following the date that the employee knew, or should have known, of his failure/suspension/revocation,, then the employee shall be subject to termination for failure to remain qualified to perform the duties of his position.

ARTICLE 11
LAYOFF AND 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 Hubbard Municipal Civil Service Commission governing work force reductions.

Section 2. Notice/Determination. Where, because of economy or consolidation or abolishment of functions, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth. Employees scheduled for layoff shall be given a minimum of fourteen (14) calendar days advance notice of layoff. An employee who is subject to reduction must notify the Employer within five (5) days following the receipt of the notice of reduction.

Section 3. Procedure. Employees within the affected job classifications or departments shall be laid off according to their City-wide seniority with the least senior being laid off first, providing that all students, temporary, part-time, seasonal and probationary employees within the affected job classifications, or departments, are laid off first in the above respective order. For the duration of this agreement, City-wide seniority shall be defined as seniority in a job classification within the AFSCME bargaining unit.

Section 4. Displacement. Employee(s) who are laid off from one job classification may displace (bump) another employee(s) with lesser seniority in an equal or lower rated job classification.

Section 5. Bumping. Employee(s) who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in an equal or lower rated job classification pursuant to the provisions of Section 4 above.

Section 6. Qualifications. In all cases where one employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to displace (bump) at the time of the displacement (bump).

Section 7. At the end of the displacement (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.

Section 8. Recall. Recalls shall be in the inverse order of layoff (most senior recalled first) and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within five (5) calendar days from the date the employee receives the recall notice shall be considered to have resigned his position and forfeits all right to employment with the Employer.

Section 9. Effects Bargaining. In any case of an anticipated reduction in force of bargaining unit employees by the Employer, the Employer shall notify the Union of the impending reduction in force as far in advance as possible prior to service of notice of employees. If requested, the Employer and the Union shall meet to discuss possible alternatives and the impact of the reduction in force on bargaining unit employees.

ARTICLE 12 **VACANCIES AND JOB POSTING**

Section 1. Posting. When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies on all Union bulletin boards. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay, and the date of the posting and bid deadline date.

Section 2. Application. Any employee wishing to apply for the posted vacancy must submit his application in writing to the appointing authority by the end of the posting period in order to be considered for the position.

Section 3. Selection. If more than one (1) qualified employee applies for a vacancy, the vacancy, if filled, shall be awarded to the employee who has the most qualifications, skill, experience and ability to perform the work in question, as determined at the discretion of the Employer. If the qualifications, skill, experience and ability of the two (2) or more qualified applicants are substantially equal, departmental seniority shall govern or most qualified senior applicant outside of department.

Section 4. The effective date of the promotion shall be as soon as possible, but no later than thirty (30) days after the close of the posting. The Employer will notify all applicants and the Union President, or his designee, of the selection.

Section 5. Temporary Fill. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position subject to the limitation contained in Article 24, Temporary Transfers, pending the Employer's determination to fill the vacancy on a permanent basis.

Section 6. Probationary Period. An employee who is awarded a new job title shall be required to satisfactorily complete a probationary period in accordance with Article 7, Probationary Period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If at any time during the probationary period it is determined, at the Employer's discretion, that the employee cannot satisfactorily perform the new job, he may be removed and returned to his prior position as described in Article 7, Probationary Period. Employees awarded a job under these provisions will be given reasonable help and supervision.

Section 7. Procedure. If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

Section 8. Prior Probationary Period. No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.

Section 9. Definition. A "vacancy" is defined as a job opening where the City has increased the number of jobs available in a particular job classification or where an opening occurs in an existing job that the City deems necessary to fill, as a result of a promotion, job bidding, leave of absence, quit, discharge, transfer, or other termination of employment.

ARTICLE 13 **SICK LEAVE**

Section 1. Employees shall use sick leave, subject to the approval of the Employer, for the following reasons:

- 1) illness or injury to the employee;
- 2) exposure of the employee to a contagious disease communicable to other employees;
- 3) illness, injury or death in the employee's immediate family.

Section 2. Accrual. All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

Section 3. Notification. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

Section 4. Minimum Increments. Sick leave may not be used in segments of less than one (1) hour.

Section 5. Documentation. Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee for whom medical attention is required or is absent for more than three (3) consecutive eight (8) hour days must supply a physician's report to be eligible for paid sick leave. The report must indicate that the employee or member of the employee's immediate family was examined and the date and time of such exam.

Section 6. Failure to Submit Documentation. If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon

the report of medical examination, the Department Head, at his discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's discretion, be considered an unauthorized leave and shall be without pay.

Section 7. Abuse. Any abuse, or excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Such discipline shall be of a corrective and progressive nature and shall be enforced as follows:

- Step 1 Oral Counseling – In the presence of a Union representative, a notation of such counseling shall be placed in the employee's personnel file for six (6) months and shall cease to have force and effect at the end of such six (6) month period provided there is no intervening discipline.
- Step 2 Written Reprimand.
- Step 3 One (1) day suspension without pay.
- Step 4 Three (3) day suspension without pay.
- Step 5 Ten (10) day suspension up to termination.

Except as noted above, all disciplinary actions contained in this article shall hold force and effect in accordance with Article 40, Section 3.

For the purposes of this article, excessive use of sick leave shall be defined as six (6) unrelated single day absences in a six (6) month period. Related occurrences of single day absences (e.g., continuing therapy, long term dental procedures, etc.) shall not constitute a basis for discipline.

Section 8. Employer Required Examination. The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees. Upon receipt of the medical professional's opinion, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations in the event that the employee is found unfit. If no alternative or accommodation is mutually agreeable, then the employee will be placed on sick leave, FMLA, disability leave or disability separation.

Section 9. Definition of Immediate Family. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or anyone living with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, stepchildren, brother and sister, father-in-law, mother-in-law and grandparents and such time off shall include attendance at the funeral.

Section 10. Conversion at Retirement. An employee who has not less than ten (10) years of continuous employment with the City of Hubbard, and who has qualified for retirement benefits from a State of Ohio Public Employee Retirement System shall, upon retirement, be entitled to receive a cash payment equal to the employee's hourly rate of pay at the time of retirement multiplied by the percentage as listed in Section 11 of the total number of accumulated but unused sick hours earned by the employee and certified by the City Auditor. The resulting number of hours to be paid shall not exceed those listed in the table contained in Section 11 below.

Section 11. Conversion Calculation. Sick leave conversion as outlined in Section 10 above shall be calculated and paid as follows:

<u>Years of Service</u>	<u>Percentage</u>	<u>Not to Exceed</u>
not less than 10	50%	720 hours
not less than 15	75%	840 hours
not less than 20	90%	960 hours
not less than 25	100%	960 hours

Section 12. Upon the death of an employee who would otherwise be entitled to receive retirement benefits pursuant to Paragraphs 10 and 11, above, said benefits shall be paid to the employee's beneficiaries if designated, or estate if no beneficiaries are designated.

Section 13. Conversion at Separation. Upon the voluntary termination of employment of an employee who has not less than ten (10) years of continuous employment with the Employer, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed one hundred twenty (120) hours.

Section 14. Sick Leave Transfer. Sick leave earned with another governmental agency, entity, political subdivision, etc. shall not be transferable by newly hired bargaining unit members to the City of Hubbard.

ARTICLE 14
FUNERAL LEAVE

Section 1. Funeral Leave. In the event of a death in an employee's immediate family, the employee may be granted a leave of absence with pay for three (3) working days, one of which must be the date of the funeral, with approval of the Department Head and the Director. If the funeral site is more than one thousand (1,000) miles from the employee's residence, five (5) working days may be granted, one of which must be the day of the funeral, with approval of the Department Head and the Director. If such a leave is granted, it shall be separate and apart from any use of sick leave. However, should the additional two (2) days be granted, a deduction of up to two (2) days will be made from the employee's accumulated sick leave.

ARTICLE 15
UNION LEAVE

Section 1. Union Leave. A leave of absence without pay for one (1) year at a time may be granted to any employee selected for a Union office, employed by the Union, required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment. Such leave may only be granted with approval of the Department Head and the Director. Such leave will be renewable from year to year with approval of Department Head/Director.

ARTICLE 16
PREGNANCY LEAVE

Section 1. Pregnancy Leave. Illness or disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary illnesses and disabilities and should be treated as such under any health or temporary disability sick leave plan available in connection with employment. Therefore, for all intents and purposes of this article, pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be classified as an illness and therefore eligible for the usage of sick leave benefits.

Section 2. Documentation for Pregnancy Leave. Sick leave benefits, as it relates to pregnancy leave, shall be subject to a physician's statement indicating the need to begin a maternity leave. Also, an additional physician's statement shall be required indicating the employee's ability to return to her former position.

ARTICLE 17
MILITARY LEAVE

Section 1. Military Leave. Each employee may be entitled to a leave of absence for military service in the National Guard or in the Reserve components of the Armed Forces of the United States of America for field training or active duty not to exceed thirty-one (31) days in any calendar year period and shall be paid during such absence for the difference between his regular salary and his military pay (excluding travel or sustenance allowances) for such period, with approval of the Department Head and the Director.

ARTICLE 18
VACATIONS

Section 1. Entitlement. Bargaining unit members shall be entitled to vacations according to the following schedule:

<u>Years of Active Service</u>	<u>Vacation Accrual Per Pay Period</u>
After having completed service of 1 year	3.0769 hours
After having completed service of 4 years	4.6154 hours
After having completed service of 9 years	6.1538 hours

After having completed service of 14 years	7.6923 hours
After having completed service of 19 years	9.2308 hours

Section 2. Bargaining unit members may take vacation leave to which they are entitled beginning with the first full pay period following the date they complete the required years of service; such leave may be taken anytime during the calendar year.

Section 3. Requests for Same Dates. Request by members for vacation weeks that coincide will be granted on the basis of City-wide seniority.

Section 4. Vacation Rate of Pay. Vacation pay will be computed at the appropriate rate earned by the member at the time the vacation is actually taken.

Section 5. Carry-over Limitations. Vacation requests will not be granted to more than fifty per cent (50%) of the workforce in each department at one time and all vacation requests are subject to the operational needs of the Employer. Notwithstanding the provisions of Section 15.06 below, employees who are denied vacation due to operational necessity and are not provided with sufficient opportunity to schedule vacation time shall be entitled to carry-over an additional eighty (80) hours of vacation time for a maximum of one hundred sixty (160) hours of accrued vacation. In this instance, the employee shall not be subject to forfeiture of the excess carry over.

Section 6. Use. All bargaining unit employees shall be entitled to carry over a maximum of eighty (80) hours of accrued vacation time from employment anniversary year to anniversary year, in addition to those hours which are earned by virtue of their seniority. The failure to take such time off in the following anniversary year shall result in the forfeiture of only the time in excess of the eighty (80) hour carryover.

Section 7. Notice on Vacation Requests. Employees are encouraged to submit vacation requests as far in advance as possible. Request for vacation time off of one week or more in duration shall be made at least two (2) weeks in advance. Requests for vacation leave of less than one week require at least forty-eight (48) hours advance notice.

ARTICLE 19 **JURY DUTY**

Section 1. An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service and will be compensated his regular rate of pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness pay, the employee shall turn over to the Employer the full amount of the jury pay or witness pay he receives for performing those services.

ARTICLE 20
UNPAID LEAVES OF ABSENCE

Section 1. Length. An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay because of injury, illness, education purposes, employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the sole discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer.

Section 2. Procedure. All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, the employee shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within two (2) weeks from the date the application was made of the approval or disapproval of the leave. With the exception of seniority, an employee who is granted such a leave shall not accrue any benefits during his absence.

Section 3. Leave to Seek Employment Prohibited. Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action. This provision shall not apply to employees on leaves of absence for Union business who are employed by the Union or to employees on educational leaves who are employed by the school they are attending as part of their education.

Section 4. Return to Work. When an employee returns to work after a leave of absence, he will be assigned the position which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work, as determined solely by the Employer.

Section 5. Return Prior to Expiration of Leave. An employee may, upon request, return to work prior to the expiration of any leave of absence, provided that such early return is agreed to by the Employer.

Section 6. Family and Medical Leave (FMLA). Employees who have worked for a minimum of twelve (12) months and twelve hundred fifty (1,250) hours over the previous twelve (12) month period shall be entitled to Family and Medical Leave in accordance with the following provisions:

A. Employees shall be entitled to a leave of absence not to exceed twelve (12) weeks.

1. In order for the employee to care for a newborn or recently adopted child;
 2. In order for the employee to care for a foster child placed with the employee;
 3. The inability of the employee to work due to a severe health condition;
 4. In order for the employee to care for the employee's spouse, parent, child or the employee's spouse's parent(s) with a serious health condition requiring the presence or care of the employee.
- B. Employees shall be entitled to such leave as outlined in items A1 and A2 above only during the twelve (12) month period immediately following the birth, placement or adoption of a child. Employees requesting leaves pursuant to items A3 and A4 of this article may do so once each year subject to the conditions outlined in Paragraph 1 above.
- C. For the duration of all such leaves as outlined in this Section 17.06 employees may utilize any or all of the following combinations of leave:
1. Accrued, but unused sick leave;
 2. Accrued, but unused vacation;
 3. Leave without pay.

Nothing in this article shall mandate the employee to exhaust paid leave prior to being granted an unpaid leave as outlined in this section. In no case shall the employee be entitled to more than twelve (12) weeks of Family and Medical Leave as defined in the Family and Medical Leave Act of 1993.

- D. During the term of any such leave outlined in subsection A of this Section 17.06, employees shall be treated as if they are in regular payroll status and shall suffer no loss of any benefit which shall exist as a term or condition of employment, except that an employee shall not be compensated at his/her hourly rate of pay for that period which is requested as unpaid nor shall an employee accrue sick or vacation hours for the unpaid portions of such leave.
- E. Employees shall provide to the Employer as much advance notice as is possible when requesting such leave and shall provide a minimum of fourteen (14) days advance notice prior to returning from such leave.
- F. The Employer may require an employee's request for medical leave be supported by a certificate issued by the health care provider of the employee or of the child, spouse, parent or parent-in-law of the employee. The certificate should include the date on which the serious health condition commenced, the estimated duration of the condition, and the appropriate medical facts, within the knowledge of the health care provider, regarding the condition.

In the case of an employee requesting leave under subsection A3, the Employer may have the employee examined by a physician of the Employer's choice. Should there be a difference of medical opinions, a third opinion shall be obtained by a physician mutually selected by the Employer and the employee. The cost for any such examination shall be borne by the Employer.

- G. Upon return from any such leave outlined above, employees shall be placed in the classification and department from which they left or the same or similar position if the prior position no longer exists, and shall suffer no loss of any benefit which shall arise as a part of their employment or as a term or condition of this Agreement.
- H. The leave must be taken in consecutive eight (8) hour days except where it has been determined that it is "medically necessary" as related to a serious health condition to take a leave intermittently or by working a reduced work week.

Intermittent or reduced work week family and medical leaves will only be considered in cases of serious health condition of the employee or an immediately family member.

Intermittent or reduced work week family and member leaves will not be granted for birth or adoption of a child, or the placement of a foster child.

During intermittent or reduced work hour leaves, only the time actually taken will be charged against the employee's twelve (12) week entitlement.

- I. Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:
 - 1. any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay in a hospital, hospice, or residential medical care facility);
 - 2. any period of incapacity requiring absence of more than three (3) calendar days from work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or,
 - 3. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would result in a period of incapacity or more than three (3) calendar days and for prenatal care.
- J. Health Care Providers include:
 - 1. doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices; or,
 - 2. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a

subluxation as demonstrated by x-ray to exist) authorized to practice in the state and performing within the scope of their practice under state law; or,

3. nurse practitioners and nurse mid-wives authorized to practice under state law and performing within the scope of their practice as defined under state law; or,
4. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

K. Health insurance coverage will be maintained during family and medical leave but shall stop if and when an employee informs the City of an intent not to return to work at the end of the leave period or if the employee fails to return to work when the family and medical leave entitlement is used up.

Employees seeking to use family and medical leave must provide:

1. thirty (30) day advance notice of the need to take family and medical leave when the need is foreseeable;
2. medical certification supporting the need for the leave due to a serious health condition affecting the employee or an immediate family member on the form provided by the City and attached as an Appendix to this Agreement;
3. second and third medical opinions and periodic recertification when the City requires such at the City's expense;
4. periodic reports during family and medical leave on the employee's status and intent to return to work.
5. a "fitness-for-duty" certification upon return to work.

ARTICLE 21 **SERVICE CONNECTED DISABILITY**

Section 1. In the event any full-time regular employee shall become disabled by sickness or injury while actually working for the City of Hubbard, and such injury or illness resulted from the discharge of his duties for which the individual would be entitled to receive temporary total disability benefits from the Workers' Compensation Bureau, the employee shall receive his full regular pay less any compensation for weekly benefits received from the State of Ohio, Bureau Workers' Compensation, to a maximum of one hundred twenty (120) calendar days per injury.

Section 2. To apply for benefits under Section 1 hereof, written application shall be made to the Service Director, accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is concerned with the duties of such employee. It shall be the duty of the Director to approve or reject the application, and in doing so, he may require examination by a registered physician of his selection. Before any

employee makes application to the Service Director for benefits under this article, he shall first make application for Workers' Compensation Benefits from any compensation fund to which the City contributes. He shall also complete the injury on duty and reimbursement form provided by the City. No employee shall be entitled to City-paid injury on duty benefits until this requirement has been completed.

Section 3. In the event the injury or disability is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time or vacation time, unless such decision is overturned on appeal by a court of competent jurisdiction. If the employee does not have accumulated sick leave time or vacation time to cover either all or part of the time off up to and including the date the claim is disallowed, then any monies paid to the employee by the City under this article shall be repaid by the employee to the City at a rate to be determined between the parties.

Section 4. Restricted Duty.

- A. An employee who is injured, on or off the job, may request and be granted the ability to return to work on restricted (light) duty. Such requests shall be accompanied by a physician's statement as to the employee's fitness to perform such limited functions. Such statement shall be based upon the physician's review of the essential functions of the employee's position. Such listing of these functions shall be provided by the Employer. If the employee is found to be available for such restricted or alternative duty, the duties shall be limited to those functions listed by the attending physician.
- B. Should an employee be injured in the performance of his duties and be eligible for benefits under Worker's Compensation, the Employer may request an examination of the employee as outlined in "A" above (i.e., the examination shall be limited to the employee's ability to perform the essential functions of this position). If the employee is found capable of performing some restricted or alternative duties, those duties shall be limited to only those functions listed by the physician.
- C. Nothing in Section A above shall prohibit the Employer from having the employee examined by a physician of the Employer's choosing should there be a question of the employee's ability to perform the duties outlined.
- D. Differences of medical opinions shall be resolved in accordance with the procedures outlined in Article 17.06 (F) of this Agreement.
- E. Nothing in this article is intended in any way to limit an employee's ability or right to file a claim with the Ohio Bureau of Worker's Compensation nor is it intended to limit or abridge any right or benefit the employee may be entitled to under the Worker's Compensation Statutes of the State of Ohio. Further, nothing in this article is intended to abridge or limit the rights of the Employer as those rights pertain to the Worker's Compensation Statutes of the State of Ohio.

ARTICLE 22
BULLETIN BOARDS

Section 1. Designated Union Bulletin Boards. The City shall grant to the Union the use of designated bulletin boards.

Section 2. Use of Bulletin Boards. 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.

ARTICLE 23
UNION REPRESENTATION

Section 1. Union Grievance Committee. The Union's grievance committee shall consist of the Local Union President, Stewards involved, and an Ohio Council 8 Representative or his designee.

Section 2. Committee members will be afforded such time off as may be required to: (1) attend regularly scheduled committee meetings; (2) attend meetings pertaining to suspension, discharge, or other matters which cannot reasonably be delayed until the time of the next committee meeting; and (3) visit departments or areas of work other than their own at reasonable times for the purpose of transacting the legitimate business of the grievance committee. Before absenting himself from his regular place of work, the committeeman shall obtain permission from his immediate foreman or department head, and at the completion of his business, shall notify his foreman or department head of his return. The time actually lost during normal working hours by reason of a special meeting called by City management representatives shall be paid for by the City.

ARTICLE 24
HOURS OF WORK

Section 1. This article is intended to define the normal hours of work to provide the basis for calculation and payment of overtime.

Section 2. Work Day. The normal work day shall consist of eight (8) consecutive hours of work inclusive of lunch periods in any twenty-four (24) hour period, beginning with the employee's starting time.

Section 3. Work Period. The normal seven (7) day work period shall consist of five (5) consecutive eight (8) hour days, inclusive of the half hour lunch period. The work week for employees covered by this Agreement shall normally be from 12:01 a.m. Sunday through 12:00 p.m. Saturday. This shall not operate as guarantee of hours of work per day or per week.

Section 4. Schedule Changes. Except in the event of an emergency, any change in posted work schedules shall require a one (1) working day notice.

Section 5. Start and Quit Time. Employees shall be at their place of work ready to start work at the beginning of their shift and shall not leave their assigned place of work before the authorized quitting time.

Except as adjusted through Section 4, all starting and quitting times presently in effect shall remain in effect for the duration of this Agreement. In the event that the operational needs of the Employer require that an adjustment be made, the Employer agrees to meet with the union in advance of such action. In the event that the parties cannot mutually agree and a change is made, the union shall have the right to grieve the reasonableness of the Employer's action.

Section 6. City Hall Hours. For the purpose of this Agreement, the normal hours of coverage in the Billing Office, Income Tax Division, and Auditor's Office shall be 8:00 a.m. - 4:00 p.m., Monday through Friday inclusive. In the event that it becomes necessary to make an adjustment from normal hours, the Employer will meet and discuss the matter prior to doing so.

Section 7. Breaks. Each employee shall have two (2) on-the-job-site breaks: one in the morning and one in the afternoon of fifteen (15) minutes each. Such breaks are to be taken at times designated by the Employer.

Section 21.8. Paychecks. Employees shall receive their paychecks on a biweekly basis. Such payment shall be made at the beginning of the day shift on the Friday following the close of each pay period, except that if that Friday is a holiday, then paychecks shall be issued no later than the end of the day shift on the last work day prior to the holiday.

ARTICLE 25 **OVERTIME**

Section 1. Overtime. All hours paid in excess of eight (8) hours in any work day commencing with the employee's starting time, or forty (40) hours in any work week, shall be paid at one and one-half (1-1/2) times the regular rate of pay.

Section 2. Determination/Eligibility for Overtime. The City shall be the sole judge of the necessity for overtime. The City shall attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not impair the orderly and efficient operation of the affected departments. Once the department and classification is selected, all overtime will be offered to those employees who are eligible on a rotating basis in accordance with their departmental seniority. An employee that is off on sick leave shall be the last one called for overtime. Overtime may initially be refused. In the event that an insufficient number of employees accept the overtime work, the Employer may assign the overtime work to those individuals that it determines are necessary to adequately and efficiently perform the work.

Section 3. Equalization. An employee who is offered overtime work and for any reason refuses or fails to work the overtime, shall, for the purposes of overtime equalization, be credited with the overtime hours as if he had worked the hours. In the event that the Employer is unable to contact an employee to work overtime, the employee shall be credited with the overtime hours as if he had worked the hours.

Section 4. Equalization List. An up-to-date roster shall be kept by the Employer and shall be prominently displayed in each department. The roster shall include the number of overtime hours worked by or charged for equalization purposes to each employee in the respective department.

Section 5. Compensatory Time.

- A. Employees may, at their option, elect to receive compensatory time, in lieu of monetary compensation, for overtime hours worked. Such compensatory time may accumulate to a maximum of two hundred forty (240) hours and shall not be converted to a cash payment unless the Employer in its sole and exclusive discretion determines such will be made available, except that if the federal government determines to abolish compensatory time as a form of remuneration, such accrued time shall be paid in cash. If a cash-out option other than that listed in B is offered by the Employer, such will be offered to all bargaining unit members on an equal basis.
- B. Use of Compensatory Time. Employees wishing to use any compensatory time earned shall apply, in writing, at least seventy-two (72) hours in advance of taking such time. Such request shall state the date and time such use will commence and the duration of the usage. The employee's immediate supervisor shall grant or deny such leave based upon the staffing needs of the department; however, all requests are subject to the operational needs of the Employer. The parties agree that where an employee has been denied the usage of compensatory time, he may, at the discretion of the Employer, be offered an alternative day for A-T usage within the next thirty (30) days for usage, cash payment for the amount of hours denied, or the employee may withdraw his request for usage. The parties specifically agree that thirty (30) days constitutes a reasonable time period for satisfying a request for compensatory usage under the Act. The parties acknowledge that the Employer retains all its rights to manage the use and administration of accumulated time under federal law.

Section 6. On-Call. The Superintendents shall normally be responsible for carrying pagers and being in "on-call" status. In the absence of the Superintendent(s), the assignments shall be rotated among the qualified personnel in each department. Employees of the bargaining unit shall be subject to the following regulations and shall be compensated for such assignment as follows:

- A. Employees who are assigned as "on call" shall be qualified to perform the necessary tasks required and/or be qualified to assess the nature of an emergency situation and call the necessary additional employees to the scene.
- B. Employees shall serve in the "on call" status commencing at the close of the day shift on Friday of any week and ending at the start of the day shift on the following Monday of the next subsequent week or the next regularly scheduled workday of that week.
- C. Employees who are "on call" shall make themselves available to respond to any call within thirty (30) minutes of receiving the call. Availability shall be maintained by

- D. leaving a viable telephone number with the authority responsible for dispatching the on call employee and remaining available at that number until such time as notification is given to the authority.
- E. Employees who are assigned as "on call" shall be compensated at the rate of fifty dollars (\$50.00) of additional pay for each day of the assignment.
- F. Failure to respond to a call, without good reason, when assigned as an on call employee may result in the forfeiture of the on call pay and may be the basis for progressive discipline.
- G. No employee shall be mandated to be on call so long as there are a sufficient number of employees willing to accept the on call assignment(s). Should an insufficient number of employees be available, the assignment of the on call duty shall be made in inverse order of seniority.

ARTICLE 26 **REPORTING AND CALL-OUT PAY**

Section 1. Reporting Pay. An employee who is regularly scheduled and who reports for work, and an employee who is notified to report and who does report for work, shall be paid, in the event no work for which he was scheduled is available, for four (4) hours work at his regular hourly rate of pay. At the discretion of the City, an employee scheduled or notified to report for work may be assigned to other work for which he may be qualified instead of released for the day. When an employee who starts to work is released from duty before he works a minimum of four (4) hours, he shall receive four (4) hours pay. If an employee refuses such assignment, he shall not receive four (4) hours pay but shall receive pay only for the time actually worked, if any.

Section 2. Reporting Pay Not Required in Certain Circumstances. Section 1 of this article shall not apply: (a) in the event of floods, fires, work stoppages in connection with labor disputes, acts of God; or (b) in any case in which an employee shall not be put to work, or kept at work, or shall be released from work after having been put to work by reason of discipline or suspension; or (c) in any case where the City gives notice by appropriate procedures of a change in the scheduled reporting time or that an employee need not report; in all instances the City shall endeavor to notify the employee as far in advance of the regular starting time as possible, dependent upon the condition or event which causes work to be unavailable for the employee; or (d) in the event the lack of work is due to inclement weather (outside work only) determined by the City to be sufficient to prevent work, Section 1 shall apply.

Section 3. Call Out Pay. When an employee is called out for an emergency, he/she shall be allowed four (4) hours of work or a minimum payment of four (4) hours times the hourly rate of the job for which he reported. Any hours actually worked shall be paid double time, if any, and in addition the employee shall be paid straight time for hours not worked up to four (4) hours.

ARTICLE 27
HOLIDAYS

Section 1. Designated Holidays. The following days shall be considered holidays: (1) New Year's Day, (2) President's Day, (3) Memorial Day, (4) Independence Day, (5) Labor Day, (6) Veteran's Day, (7) Thanksgiving Day, (8) Friday following Thanksgiving, (9) Columbus Day, (10) Christmas Day, (11) Good Friday, and (12) Martin Luther King's Birthday.

Section 2. Eligibility. In order to be eligible for the above holidays, the employee must report to work and actually work the last scheduled work day before the holiday and the first scheduled work day immediately after the holiday, or the holiday if the employee is scheduled, except if the employee's absence is due to: (1) excused absence by the City in advance of the absence on the day before and/or day after the holiday; (2) attendance at the wake or funeral of a relative as per this Agreement; (3) having not failed to report as scheduled and actually performed all assigned work on a holiday when work is scheduled for the employee on a holiday; and (4) holidays falling on Saturday (or day of rest where employee is in a continuous operating schedule) shall be paid if the employee would otherwise have qualified.

Section 3. If any of the above fixed holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, except for employees in the continuous operations, which shall be the holiday itself.

Section 4. Rate of Pay for Holiday Work/Call-Out. In addition to receiving his normal hourly pay for the designated holiday, when an employee is scheduled for work on any of the above fixed holidays or the day on which it is celebrated, he shall receive one and one-half (1 1/2) times his regular hourly rate for all hours worked, plus four (4) hours comp time, which time may be taken at times approved in advance, and in writing, by the Department Head. Where an employee is called out on a holiday, he shall receive the applicable call-out minimum payment as provided for in Article 23, Section 3, plus four (4) hours of comp time, which time may be taken at times approved in advance, and in writing, by the Department Head.

Section 5. Holiday During Vacation Leave. If any of the above fixed holidays occur when the employee is on vacation, the employee shall not be charged vacation leave.

Section 6. Personal Time/Scheduling. In addition to the above listed holidays, employees shall also be entitled to twenty (20) hours of personal time scheduled in the form of two (2) full-day and one-half (1/2) day increments. The "personal time" must be scheduled in advance, subject to the approval of the Employer.

ARTICLE 28
TEMPORARY TRANSFERS

Section 1. Temporary Transfers. The City may temporarily transfer any employee from one job classification to another job classification either within the same department or to another department so long as such transfer does not exceed thirty (30) calendar days. Nothing shall

prevent the Employer from making successive temporary transfers of the same employee or another employee provided there is at least one (1) work day in between the starting and ending date of each transfer period. The parties agree to limit the usage of successive temporary transfers to not more than four (4) consecutive transfers involving a specific vacancy, except that transfers may be indefinite where the vacancy is due to the prior incumbent being on Family and Medical Leave, Disability Separation, Military Leave, Sick Leave, or any other leave that carries with it reinstatement rights. Any employee so transferred shall accept the transfer and perform the work to the best of his ability. Notwithstanding the provisions of this section, employees who are in a training position which requires a limited amount of available time to qualify for certification or licensing (e.g., operators-in-training) shall not be subject to temporary transfers until such time as they have attained such certifications or have tested for them. Under no circumstance may the time spent away from an employee's regular classification due to a temporary transfer adversely affect an employee's ability to promote or advanced within his classification or department.

Section 2. Procedure. The Employer, with input from the Department Head, will first determine the department from which the transfer is to be made. Temporary transfers shall first be offered in descending order of seniority within the department from which the transfer is to be made. In the event that no employee volunteers to fill the temporary vacancy or the Employer determines that no employee is qualified, the Employer will fill the temporary vacancy through involuntary transfer, as set forth in Section 3.

Section 3. Involuntary Transfer. Should no bargaining unit members apply for the transfer opportunity and the Employer determine that an involuntary transfer must be ordered, the Employer shall involuntarily transfer the member with the least amount of seniority and having the necessary knowledge, skills, qualifications and licensure, if applicable, in the department from which the transfer is to be made to the temporary vacancy.

Section 4. Rate of Pay. An employee who is temporarily assigned for any reason to a job classification with the rate of pay lower than the rate of pay he is regularly paid shall receive his regular rate for all time worked in such position. Any employee who is assigned by the Employer/designee to a higher classification shall be paid the rate of the higher classification for all full hours worked in the higher classification.

ARTICLE 29 **PAY RANGE CLASSIFICATIONS**

Section 1. Wage rates shall be adjusted as follows: Effective January 1, 2015, all wage rates shall be increased by three percent (3%), Effective January 1, 2016, all wage rates shall be increased by two percent (2%). Effective January 1, 2017, all wage rates shall be increased by one percent (1%). All wage rates are set forth in Appendix C.

Refer to the "Memorandum of Agreement" (Appendix "A") for clarification of the progressive wage scale.

Section 2. Employee Class Defined.

<u>Department</u>	<u>Job Description</u>	<u>Class</u>
Auditor	Assistant to the Auditor	2
Auditor	Income Tax Clerk	1
Engineering	Engineer's Assistant	10
Electrical	Electric Utility Foreman	20
Electrical	Relief Foreman	18
Electrical	Electrician	16
Electrical	Lineman A	16
Electrical	Lineman B	13
Electrical	Lineman C	10
Electrical	Trainee 4	8
Electrical	Trainee 3	6
Electrical	Trainee 2	4
Electrical	Trainee 1	3
Utilities	Meter Reader	4
Utilities	Custodian	0
Utilities	Foreman, Water-Sewer	16
Utilities	Relief Foreman	14
Utilities	Utilityman A	12
Utilities	Utilityman B	9
Utilities	Utilityman C	6
Utilities	Trainee 2	4
Utilities	Trainee 1	3
Utilities	Operator, Sewer Cleaner	11
Utilities	Operator, Backhoe	10
Utilities	Operator, Sludge Truck	9
Utilities	Common Laborer	2
*Utilities	Chief Clerk	2
Utilities	Clerk-Utilities	1
Utilities	Miscellaneous Clerk	0
Water	Operator, Chief	17
Water	Operator, Class 3	15
Water	Operator, Class 2	13
Water	Operator, Class 1	11
Water	Pumpman A	8
Water	Pumpman B	5
Disposal	Class 3	15
Disposal	Class 2	13
Disposal	Class 1	11
Disposal	Operator-In-Training	10
Disposal	Belt Press Operator	8
Street	Relief Foreman	12
Street	Equipment Operator 3	10
Street	Equipment Operator 2	9
Street	Equipment Operator 1	7

Street	Mechanic	9
Street	Laborer, Common	2
Street	Laborer, Casual	0

Section 3. Longevity Service Credit. Each bargaining unit member shall receive, in addition to other pay required under this Agreement, an annual service credit payment after their first (1st) year of service in the amount of three dollars (\$3.00) per month for each one (1) year period of service of employment up to and including thirty (30) years maximum. Years of service shall not include any time lost due to suspensions or leave without pay. The payment of longevity shall be calculated by multiplying the years of service by three (3); multiplying the result by twelve (12); and dividing that result by two thousand eighty (2080). The resulting amount shall be paid hourly on all hours in pay status and the hourly amount shall be subject to all appropriate overtime rates (e.g., the computation for an employee with five [5] years of service would be as follows: $5 \times 3 \times 12 / 2080 = \0.09 per hour; the overtime [time and one half] rate would then be $.09 \times 1.5 = \$0.135$ per hour; this amount will be paid for all overtime hours actually worked).

Section 4. EPA Licensing Pay. Effective January 1, 2015, employees of the Water Department shall be compensated for attaining Water Distribution Licenses according to the following schedule:

Class A Water Supply	\$0.25 per hour
Class 1	\$0.50 per hour
Class 2	\$0.50 per hour

Such payments shall be made on all hours in pay status and the licensing amount(s) shall be subject to the appropriate overtime rates as in Section 3 above. The above rates shall be cumulative.

The Employer shall also pay the cost for the renewal of all state and federal licenses.

Section 5. Electric Department Certification Incentive Program. The City will offer an incentive program (Appendix D) for the purpose of additional training for Lineman. Training will be in addition to on-the-job training by offering Journeyman Lineman certification and other training through City-approved and paid for programs. Only Lineman A and above classifications are entitled to consideration and approval for incentive pay as follows:

Completion of the four year program – additional \$1.50 per hour

Any employee enrolled in the training program who enrolls in but does not complete a full year's training course shall be responsible for reimbursing the City for the costs of the training not completed.

ARTICLE 30 **AFTERNOON AND NIGHT SHIFT DIFFERENTIALS**

Section 1. Afternoon and Night Shift Differentials. For hours worked by an employee on the afternoon shift, there shall be paid an afternoon shift differential of twenty-five cents (\$.25) cents

per hour. For hours worked by the employee on the night shift there shall be paid a night shift differential of forty cents (\$.40) cents per hour.

Section 2. All shifts beginning between 7:00 a.m. and 3:00 p.m. shall be the day shift. All shifts beginning between 3:00 p.m. and 11:00 p.m. shall be the afternoon shift. All shifts beginning between 11:00 p.m. and 7:00 a.m. shall be the night shift.

Section 3. Method of payment of shift differentials for the purpose of applying the shift differentials specified in Section 1 of this article: all hours worked by an employee during his work day shall be considered as worked on the shift on which he begins work.

- a. If an employee begins work at the start of the day shift and works throughout that shift and continues to work into the afternoon shift, he shall be paid the afternoon shift differential for all hours worked by him on that shift.
- b. The same principles and application shall apply for any afternoon turn employee for work which extends into the night shift.
- c. If the employee works on the night shift and works an hours on the day shift, he shall receive the night shift differential for all hours worked on the day shift.

Section 4. Overtime on Shift Differentials. Shift differentials payable to employees under this article shall be included in calculating overtime.

Section 5. Shift Differentials on Reporting and Call-In Payment. Shift premium shall be paid for time for which reporting and call-in pay is provided when the hours for which payment are to be made would call for shift premium.

ARTICLE 31 **INSURANCE**

Section 1. Coverage/Contribution Rates. The Employer shall provide to all full-time bargaining unit members represented by the Union comprehensive major medical/hospitalization health care insurance and ancillary coverage pursuant to the plan contained in Appendix A, another comparable plan (i.e., measured by both design and cost) selected by the Employer, or a plan recommended by the insurance committee under this article and approved by the Employer. The applicable plan offering(s) shall be reduced to writing and appended to the agreement as Appendix A. The eligible employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings.

For those full-time employees hired prior to December 1, 2008, the Employer shall contribute 96.5% of the cost of monthly coverage and employees shall contribute 3.5% of the cost of monthly major medical major medical coverage under the applicable insurance plan. For those full-time employees hired after December 1, 2008, the Employer shall contribute 90.0% of the cost of monthly major medical coverage and employees shall contribute 10.0% of the cost of monthly major medical coverage under the applicable insurance plan.

Section 2. Insurance Committee/Insurance Changes. The Union agrees that the City may create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending 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 one (1) or two (2) representatives of the City, whichever is necessary to achieve an odd number. The insurance committee shall have the authority to recommend program coverage changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

Section 3. Committee Recommendations. Employer actions to carry out recommendations of the insurance committee in whole or in part shall not be subject to the grievance procedure or any other avenue of appeal. If the committee is going to recommend that the City go out for bid for the following year, the committee must provide the City with the necessary information by ninety (90) days preceding the plan year for which bids are taken.

Section 4. AFSCME Care Plan Contributions. The Employer shall continue to contribute the sum of eight dollars and zero cents (\$8.00) per month to the Ohio AFSCME Care Plan for the following benefits:

Life Insurance	\$7.50
Hearing Aide	\$0.50
TOTAL PER MONTH	\$8.00

Section 5. Spousal Coverage. Spousal coverage will be available beginning in the first month following the date of execution, only upon proof that the spouse does not have other major 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 for the City employee to be eligible for family coverage from the Employer, the City of Hubbard. Falsification of spousal coverage information shall be grounds for discipline, up to and including discharge.

Section 6. Retirement. Upon retirement each employee with at least ten (10) years of active employment shall receive a paid up policy as fifteen hundred dollars (\$1,500.00). If in the event that employee has fifteen (15) years of employment, he shall receive a seventeen hundred dollar (\$1,700.00) paid up policy, and in the event he has twenty (20) or more years of active employment with the City, a two thousand dollar (\$2,000.00) policy; such coverages for employees who are retired or on permanent disability.

Section 7. Wavier of Coverage. Upon proof of alternate coverage (except if such coverage is through a spouse working for the City of Hubbard), eligible employees may elect to waive all of the health insurance coverage except for care received through the Ohio AFSCME Care Plan specified above provided by the Employer.

Employees who elect to opt out of all coverages shall be paid a flat fee amount of:

<u>Family</u>	\$4,000.00
<u>Single</u>	\$2,000.00

The above amounts shall be payable by separate check in one-half of the above amount(s) due in the second pay period of January of each year, and the balance due and payable in the second pay period of July of each year.

Employees shall notify the Employer of the wavier option on the appropriate form attached as an Appendix to this Agreement. The form shall apprise the employee of his/her rights and the employee will verify that he/she has alternative coverage. If husband and wife are covered under the City plan, the opt-out would not apply.

Employees shall have the right to opt back into any health benefit provided by the Employer by applying for reinstatement in the open enrollment periods of December and June. Reinstatement occurs the first day of the month following request of reinstatement (example: January 1, July 1). Employees who lose alternative coverage in instances such as divorce, death, termination of spouse's insurance or employment, etc. may apply for reinstatement in the Employer's health plan at the time of the loss of alternative coverage. Reinstatement shall be no later than the day of the month following the request for reinstatement. The employee shall be required to remit to the Employer a prorated amount of the "opt out" compensation. Such payback may be made through payroll deduction.

ARTICLE 32 NEW AND REVISED JOB CLASSIFICATIONS

Section 1. If substantial changes in the method of operation or equipment of a job occur, or if a new job is established, which has not previously been classified, the City shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification.

Section 2. In the event the City and the Union are unable to reach an agreement on the issue, the City shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union may file a grievance at Step 3 of the Grievance Procedure. The arbitrator shall have the authority to establish a new rate and classification or place the job in an existing classification. Any award of the arbitrator shall be retroactive to the date the job was placed into effect. Any rate and classification mutually agreed to between the City and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto, subject to the approval of City Council.

ARTICLE 33 SUPERVISORY WORK

Section 1. No supervisory personnel shall perform work normally performed by bargaining unit employees except in the event of an emergency as determined by the proper officials of the City

or where such bargaining unit employees are not available or such work is necessary for the purpose of training and/or instructing bargaining unit personnel.

ARTICLE 34
TOOLS, EQUIPMENT, AND UNIFORMS

Section 1. Throughout the term of this Agreement the City, with input from the Department Heads, shall determine what tools, equipment, and uniforms are needed for all employees of the bargaining unit.

ARTICLE 35
CONTRACTING OUT

Section 1. The City agrees that work normally and customarily performed by employees in the bargaining unit shall not be contracted to another individual or independent contractor; provided that employees in the bargaining unit are available and there is available the required equipment, and the task to be performed can be performed efficiently within the required time to complete such task or project. The City shall not contract work normally done by bargaining unit employees on layoff status.

Section 2. Seasonal Work. In the event the Employer hires temporary employees to perform seasonal work for the City, or use individuals who are mandated to perform "court ordered" community service, the work performed by these employees or individuals shall be limited to those specific tasks within the specific departments which are mutually agreed to by the Union and the Employer prior to the hiring or use of such employees or individuals. No seasonal worker shall be employed for more than one hundred twenty (120) working days.

Seasonal employees who exceed one hundred twenty (120) working days of employment shall be considered full-time employees and shall be subject to all terms and conditions of employment provided to other full-time employees and as contained in the Collective Bargaining Agreement between the parties.

Specifically excluded from the one hundred twenty (120) working days are the days worked performing tasks in the Cemetery and that work which is court ordered as Community Service.

ARTICLE 36
CONFORMITY TO LAW

Section 1. This Agreement shall be subject to and subordinated to any applicable present or future federal and state laws. Invalidity of any provision of this Agreement by reason of any such existing or future law shall not affect the validity of these surviving provisions.

Section 2. If a provision of this Agreement is found invalid, the parties shall meet within thirty (30) days to negotiate a legal alternative.

ARTICLE 37
TOTAL AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 38
OBLIGATION TO NEGOTIATE

Section 1. The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 39
GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 40
HEADINGS

Section 1. It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 41
LEGISLATIVE APPROVAL

Section 1. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the

additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 42
PREDISCIPLINARY CONFERENCE

Section 1. Whenever the Employer determines that an employee may be suspended, reduced or terminated for just cause, a predisciplinary conference shall be scheduled prior to any disciplinary action.

Section 2. Predisciplinary conferences shall be scheduled during regular business hours of the Employer and no employee shall suffer loss of regular pay or benefits while attending such conferences.

Section 3. Predisciplinary conferences will be conducted by a neutral Hearing Officer who will be selected by the Employer. The Hearing Officer shall not be directly in the line of authority of the employee.

Section 4. Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: 1) appear at the conference to present an oral or written statement in his or her defense; 2) appear at the conference and have a chosen representative present an oral or written statement; or 3) waive writing, the opportunity to have a pre-disciplinary conference.

Section 5. At the predisciplinary conference, the neutral will ask the employee or his/her representative to respond to the allegation(s) of misconduct which were outlined to the employee. Failure to respond or respond truthfully may result in further disciplinary action, except when employee is subject to self incrimination and elects to invoke a right to remain silent.

Section 6. At the conference both parties may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee may be represented by any person he or she chooses, whether such individual is an employee or not. The Union may have a representative present at all bargaining unit predisciplinary conferences. The parties shall provide lists of witnesses to the neutral as far in advance as possible, but not later than one (1) hour prior to the predisciplinary conference, Copies of these lists will also be exchanged by the parties at that time. It is the employee's responsibility to notify witnesses that their attendance is desired.

Section 7. The parties or their representative(s) will be permitted to confront and cross-examine witnesses. Within ten (10) days following such hearing, a written report will be prepared by the neutral concluding as to whether or not the alleged conduct occurred. Copies of the report shall immediately be provided to the Service Director, the employee, and the Union. The Appointing Authority will then decide what discipline, if any, is appropriate.

ARTICLE 43
DISCIPLINE

Section 1. It is mutually understood and agreed that no employee shall be reduced in pay, reprimanded, suspended or discharged except for just cause and that all discipline shall normally be applied in a corrective, progressive and uniform manner.

Should the severity of an employee's conduct so warrant (e.g., fighting, physically assaulting a supervisor or co-worker; theft of the Employer's property, etc.), an employee may be subject to suspension or discharge for a first offense.

Section 2. Progressive Discipline. Progressive discipline for related offenses shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. The order of progression shall be: oral reprimand, issued in the presence of a union representative; written reprimands, with copies of such sent to the Union; suspension, with notice outlining the charge sent to the Union; and discharge, with copies of such sent to the Union outlining the charges against the party and reasons for termination.

Section 3. Notice of Discipline. Prior to any disciplinary action, the affected employee shall receive a "Notice of Discipline." All disciplinary notices must clearly state and establish the reasons for discipline and the provisions of the Collective Bargaining Agreement and/or work rules violated by the employee.

Section 4. Disciplinary Appeals. Notices of discipline may be appealed to Step 4 of the Grievance Procedure within five (5) working days of receipt of such notice. For the purpose of this procedure "working days" shall be defined as excluding Saturdays, Sundays, and holidays as provided for in this Agreement.

Section 5. Resignation. An employee may voluntarily resign upon receipt of a Notice of Discipline. Any such resignation shall be processed in accordance with the Employer's rules governing voluntary resignation and shall not be treated as a disciplinary termination.

Section 6. Implementation of Discipline. No discipline shall be implemented until:

1. The matter is resolved by mutual agreement;
2. The employee fails to file a grievance in accordance with Section 4 above;
3. The discipline is upheld at Step 4 of the Grievance Procedure.

Section 7. Suspension Without Pay. An employee may be suspended without pay at any time during the process outlined in Articles 42 and 43 of this Agreement if the Employer determines the employee's continued presence represents a potential danger to persons or property or would interfere with the operations of the Employer.

Section 8. Disciplinary Records. Disciplinary actions taken against an employee shall cease to have force and effect in accordance with the following schedule and provided there is no intervening discipline:

Verbal Reprimand - six (6) months
Written Reprimands - one (1) year
Suspension of three (3) days or less - eighteen (18) months
Suspension of more than three (3) days - twenty-four (24) months

ARTICLE 44 GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by the Union at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. Definitions. For the purposes of this procedure, the below listed terms are defined as follows:

- a. Grievance - A “grievance” shall be defined as a dispute or controversy arising out of or from the application or interpretation of the provisions of this Agreement.
- b. Aggrieved Party - The “aggrieved party” shall be defined as any employee or group of employees within the bargaining unit actually filing a grievance.
- c. Party of Interest - A “party of interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d. Days - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

Section 3. Procedures. The following procedures shall apply to the administration of all grievances filed under this procedure.

- a. Except at Step 1, all grievances shall be in writing and shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the Union, the aggrieved party and his representation, if any.
- c. If a grievance affects a substantial number of employees, it may be submitted at Step 3. Such grievances shall be known as policy grievances and may be filed by the Union on behalf of employees without specifically listing all affected employees.

- d. Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.
- e. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be final and binding upon the aggrieved party in all respects, said adjustment shall not create a precedent or ruling binding upon the parties in future proceedings.
- f. This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.
- g. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall be deemed denied and the Union shall have the opportunity to advance the grievance to the next step in accordance with the parties' established time limits. The time limits specified for either party may be extended only by written mutual agreement.
- h. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. Steps. All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1: An employee who believes he may have a grievance shall notify his Department Head of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Department Head will schedule an informal meeting with the employee and his steward within five (5) days of the date of the notice by the employee. The Department Head and the employee, along with the employee's steward, will discuss the issues in dispute with the objective of resolving the matter informally. The Department Head will respond to the grievance as soon as possible, but not later than three (3) days after the meeting.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing and presented as a grievance to the employee's Department Head within five (5) days notification of the Department Head's decision at Step 1. The Department Head shall give his answer within five (5) days of the meeting.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Service Director within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Service Director shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and the Union representation. The Service Director shall issue a written decision

to the employee's Union representative and a copy to the employee within fifteen (15) days from the date of the meeting.

Step 4: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his Union representative and the Union Grievance Committee and any other party necessary to provide the information needed for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee, with a copy to the employee's Union representative within fifteen (15) days from the date of the meeting. If the Union is not satisfied with the decision at Step 4, it may proceed to arbitration pursuant to the arbitration procedure herein contained.

Section 5. Withdrawal of Grievance. A grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the decisions of the parties as they relate to that grievance any future grievances.

Section 6. Mediation. At any time after a grievance has been timely appealed from Step 4, the parties may agree to mediate an outstanding grievance the Federal Mediation and Conciliation Service (FMCS).

ARTICLE 45 **ARBITRATION PROCEDURE**

Section 1. Procedure. In the event a grievance is unresolved after being processed through all of the steps of the grievance procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 4, the Union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel member's names will be stricken alternately until one name remains who shall be designated as the arbitrator to hear the grievance in question.

Section 2. Authority of Arbitrator. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. Number of Grievances. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

Section 4. Rules. The hearing or hearings shall be conducted pursuant to the American Arbitration Association's Rules of Voluntary Arbitration.

Section 5. Expenses. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the parties. Neither party shall be responsible for any of the expense incurred by the other party.

Section 6. Award/Settlement. The arbitrator's decision and award shall be in writing and delivered within (30) days from the date the record is closed. All decisions of arbitrators and all pre-arbitration settlements reached by the City and the Union shall be final, conclusive, and binding on the City, the Union, and the employees.

Section 7. Panel/Selection. There is hereby created a permanent panel of five (5) arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be the following: 1) James Rimmel; 2) William Miller; 3) Rob Stein; 4) Nels Nelson; and 5) David Pincus.

Upon receipt of a request for arbitration, the Employer or designee and the representative of the Union shall meet within ten (10) days following the request for arbitration to select an arbitrator from the permanent panel. The parties shall agree on a submission agreement outlining the specific issues to be determined by the Arbitrator prior to selection. The parties shall select, by alternate strike method, an arbitrator from the panel listed above.

Section 8. Withdrawal of Grievance from Arbitration. If a grievance is withdrawn from arbitration, the moving party shall notify the other party of that fact within fifteen (15) days of the withdrawal.

Section 9. Decision. The arbitrator shall hold the arbitration promptly and issue his decision within forty-five (45) days following the close of the hearing. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law.

Section 10. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and arbitration procedures herein contained.

ARTICLE 46 **DURATION**

Section 1. This Agreement shall become effective January 1, 2015, and shall continue in full force and effect along with any amendments made in connection hereto until midnight December 31, 2017.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 23rd day of January, 2015.

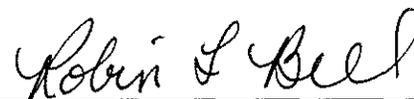
FOR THE CITY OF HUBBARD



John Darko, Mayor

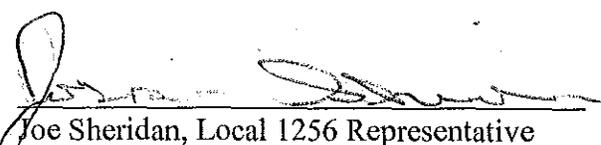


Dan Livingston, Service Director

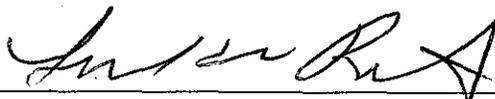


Robin Bell, Chief Negotiator
Clemans, Nelson & Associates, Inc.

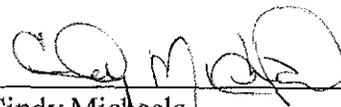
**FOR AFSCME OHIO COUNCIL 8
LOCAL 1256**



Joe Sheridan, Local 1256 Representative



Frank Rosile, Local 1256 Representative



Cindy Michaels
AFSCME Staff Representative

APPENDIX A
INSURANCE BENEFITS SUMMARY

Plan Benefits	Current	2013 Plan Summary	2014 Plan Summary
IP Hospital Co-Pay	100% = \$0	80% In/60% Out	80% In/60% Out
OP Hospital Surgery Co-Pay	100% = \$0	80% In/60% Out	80% In/60% Out
ER Room Co Pay	100% = \$0	\$75 co-pay	\$75 co-pay
Lifetime Max	unlimited	unlimited	unlimited
Any Benefit covered at 100%	yes	No- 80/20 In; 60/40 Out	No- 80/20 In; 60/40 Out
Routine Services Annual Max	unlimited	unlimited	unlimited
Routine Services Co-Pay	\$0	\$5.00	\$10.00
Urgent Care	\$0	\$5.00	\$10.00
Office Visit Co-Pay	\$0	\$5.00	\$10.00
Specialist Co-Pay	\$0	\$5.00	\$10.00
Deductibles			
Single	\$100	\$200	\$300
Family	\$100	\$400	\$600
Single (Out of Network)	\$100	\$600	\$800
Family (Out of Network)	\$100	\$1200	\$1600
Out of Pocket Max (Includes Deductible)			
Single	\$500	\$600	\$600
Family	\$900	\$1000	\$1200
Single (Out of Network)	\$500	\$1500	\$2400
Family (Out of Network)	\$900	\$2700	\$4800
Prescriptions Co-Pays			
Generic	\$10	\$10	\$10
Brand	\$20	\$20	\$20

* The above schedule of benefits is a summary of cost and services generally. Actual services provided under the plan are covered by the master plan document maintained by the Auditor's Office and updated in accordance with the parties' Agreement. Changes to future costs and coverage, if any, shall be made in accordance with the Article 31, Insurance of the parties' Agreement.

APPENDIX B
MEMORANDUM OF AGREEMENT
EARLY RETIREMENT INCENTIVE/PROGRESSIVE WAGE SCHEDULE

- A. For the duration of this Agreement, the City of Hubbard shall offer to its employees a not to exceed three (3) year maximum Early Retirement Incentive Plan. The purpose of the plan is to assist an employee toward reaching years of service with the City of Hubbard AFSCME bargaining unit sufficient for full retirement. Service time with the City of Hubbard only includes actual service with the City of Hubbard AFSCME bargaining unit and shall not include any time purchased or of a prior nature with another Employer. The incentive, therefore, is limited to the lesser of three (3) years or the number of years necessary to reach full retirement years of service with the City of Hubbard AFSCME bargaining unit; no employee will receive service credit that gives the employee more than those years of service necessary for a full service retirement with the City of Hubbard. No employee shall be eligible for participation in the plan who would not, as a result of the ERIP, reach full service retirement requirements pursuant to OPERS policies with the City of Hubbard AFSCME bargaining unit.
- B. The incentive shall be offered to all employees who meet the eligibility requirement during each year of this bargaining agreement. If the minimum number of five percent (5%) is not reached, then the plan shall be offered to all eligible employees until such time as the five percent (5%) minimum is reached. Employees wishing to avail themselves of this Early Retirement Incentive shall notify the Employer of their intent at least six (6) months prior to the anticipated date of retirement.
- C. For the time of the effective dates of the Early Retirement Incentive Plan, and for so long as such plan is legitimately offered, a progressive wage scale for employees hired subsequent to January 1, 1991, shall be in effect. Such progressive wage system shall not apply to any bargaining unit member hired prior to January 1, 1991. This progressive wage schedule shall reflect the following rates of pay for each bargaining unit classification:

Step 1 1st Year Rate	75% of the negotiated rate (employee's anniversary)
Step 2 2 nd Year Rate	77.5% of the negotiated rate (employee's anniversary)
Step 3 3 rd Year Rate	80 % of the negotiated rate (employee's anniversary)
Step 4 4 th Year Rate	82.5% of the negotiated rate (employee's anniversary)
Step 5 5 th Year Rate	85% of the negotiated rate (employee's anniversary)
Step 6 6 th Year Rate	87.5% of the negotiated rate (employee's anniversary)
Step 7 7 th Year Rate	90.0% of the negotiated rate (employee's anniversary)
Step 8 8 th Year Rate	92.5% of the negotiated rate (employee's anniversary)
Step 9 9 th Year Rate	95.0% of the negotiated rate (employee's anniversary)
Step 10 10 th Year Rate	100% of the negotiated rate (employee's anniversary)

Any bargaining unit member hired prior to 6/11/2012 shall not be affected by the above scale and shall continue to progress through the wage schedule as it existed in the prior to the effective date for this new schedule. Any bargaining unit member hired after 6/11/2012 shall be subject to the above schedule. At the sole and exclusive discretion of

the Employer, an employee may be hired in and, with input from the department head, placed at a step greater than the entry level step based on the Employer's assessment of the employees prior certifiable experience, licensure, and qualifications. No new employee hired after 6/11/2012 shall be hired into a classification at a wage rate that is higher than an employee hired prior to 6/11/2012 in the same classification.

- D. This progressive scale shall apply to the wages only of any bargaining unit employee hired subsequent to January 1, 1991, and shall in no way change, modify or affect any other right, benefit, term or condition of employment due the employee under the terms of this Agreement.
- E. The Progressive Wage Schedule contained herein shall apply only to employees hired subsequent to January 1, 1991, and shall have no effect on any employee hired prior to January 1, 1991. This schedule shall remain in effect only so long as the Early Retirement Incentive outlined above is available to the employees of the City of Hubbard.

APPENDIX C
PAY RANGES

Full Pay			
Range	2015	2016	2017
0	\$17.50	\$17.85	\$18.03
1	\$17.77	\$18.13	\$18.31
2	\$18.16	\$18.52	\$18.71
3	\$18.51	\$18.88	\$19.07
4	\$18.78	\$19.16	\$19.35
5	\$19.19	\$19.57	\$19.77
6	\$19.51	\$19.90	\$20.10
7	\$19.81	\$20.21	\$20.41
8	\$20.20	\$20.60	\$20.81
9	\$20.51	\$20.92	\$21.13
10	\$20.81	\$21.23	\$21.44
11	\$21.23	\$21.65	\$21.87
12	\$21.52	\$21.95	\$22.17
13	\$21.85	\$22.29	\$22.51
14	\$22.21	\$22.65	\$22.88
15	\$22.52	\$22.97	\$23.20
16	\$22.86	\$23.32	\$23.55
17	\$23.23	\$23.69	\$23.93
18	\$23.58	\$24.05	\$24.29
19	\$23.87	\$24.35	\$24.59
20	\$24.21	\$24.69	\$24.94

2015 PROGRESSIVE WAGE SCALE (3% Increase)										
CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
0	\$13.13	\$13.56	\$14.00	\$14.44	\$14.88	\$15.31	\$15.75	\$16.19	\$16.63	\$17.50
1	\$13.33	\$13.77	\$14.22	\$14.66	\$15.10	\$15.55	\$15.99	\$16.44	\$16.88	\$17.77
2	\$13.62	\$14.07	\$14.53	\$14.98	\$15.44	\$15.89	\$16.34	\$16.80	\$17.25	\$18.16
3	\$13.88	\$14.35	\$14.81	\$15.27	\$15.73	\$16.20	\$16.66	\$17.12	\$17.58	\$18.51
4	\$14.09	\$14.55	\$15.02	\$15.49	\$15.96	\$16.43	\$16.90	\$17.37	\$17.84	\$18.78
5	\$14.39	\$14.87	\$15.35	\$15.83	\$16.31	\$16.79	\$17.27	\$17.75	\$18.23	\$19.19
6	\$14.63	\$15.12	\$15.61	\$16.10	\$16.58	\$17.07	\$17.56	\$18.05	\$18.53	\$19.51
7	\$14.86	\$15.35	\$15.85	\$16.34	\$16.84	\$17.33	\$17.83	\$18.32	\$18.82	\$19.81
8	\$15.15	\$15.66	\$16.16	\$16.67	\$17.17	\$17.68	\$18.18	\$18.69	\$19.19	\$20.20
9	\$15.38	\$15.90	\$16.41	\$16.92	\$17.43	\$17.95	\$18.46	\$18.97	\$19.48	\$20.51
10	\$15.61	\$16.13	\$16.65	\$17.17	\$17.69	\$18.21	\$18.73	\$19.25	\$19.77	\$20.81
11	\$15.92	\$16.45	\$16.98	\$17.51	\$18.05	\$18.58	\$19.11	\$19.64	\$20.17	\$21.23
12	\$16.14	\$16.68	\$17.22	\$17.75	\$18.29	\$18.83	\$19.37	\$19.91	\$20.44	\$21.52
13	\$16.39	\$16.93	\$17.48	\$18.03	\$18.57	\$19.12	\$19.67	\$20.21	\$20.76	\$21.85
14	\$16.66	\$17.21	\$17.77	\$18.32	\$18.88	\$19.43	\$19.99	\$20.54	\$21.10	\$22.21
15	\$16.89	\$17.45	\$18.02	\$18.58	\$19.14	\$19.71	\$20.27	\$20.83	\$21.39	\$22.52
16	\$17.15	\$17.72	\$18.29	\$18.86	\$19.43	\$20.00	\$20.57	\$21.15	\$21.72	\$22.86
17	\$17.42	\$18.00	\$18.58	\$19.16	\$19.75	\$20.33	\$20.91	\$21.49	\$22.07	\$23.23
18	\$17.69	\$18.27	\$18.86	\$19.45	\$20.04	\$20.63	\$21.22	\$21.81	\$22.40	\$23.58
19	\$17.90	\$18.50	\$19.10	\$19.69	\$20.29	\$20.89	\$21.48	\$22.08	\$22.68	\$23.87
20	\$18.16	\$18.76	\$19.37	\$19.97	\$20.58	\$21.18	\$21.79	\$22.39	\$23.00	\$24.21

2016 PROGRESSIVE WAGE SCALE (2% Increase)										
CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
0	\$13.39	\$13.83	\$14.28	\$14.73	\$15.17	\$15.62	\$16.07	\$16.51	\$16.96	\$17.85
1	\$13.60	\$14.05	\$14.50	\$14.96	\$15.41	\$15.86	\$16.32	\$16.77	\$17.22	\$18.13
2	\$13.89	\$14.35	\$14.82	\$15.28	\$15.74	\$16.21	\$16.67	\$17.13	\$17.59	\$18.52
3	\$14.16	\$14.63	\$15.10	\$15.58	\$16.05	\$16.52	\$16.99	\$17.46	\$17.94	\$18.88
4	\$14.37	\$14.85	\$15.33	\$15.81	\$16.29	\$16.77	\$17.24	\$17.72	\$18.20	\$19.16
5	\$14.68	\$15.17	\$15.66	\$16.15	\$16.63	\$17.12	\$17.61	\$18.10	\$18.59	\$19.57
6	\$14.93	\$15.42	\$15.92	\$16.42	\$16.92	\$17.41	\$17.91	\$18.41	\$18.91	\$19.90
7	\$15.16	\$15.66	\$16.17	\$16.67	\$17.18	\$17.68	\$18.19	\$18.69	\$19.20	\$20.21
8	\$15.45	\$15.97	\$16.48	\$17.00	\$17.51	\$18.03	\$18.54	\$19.06	\$19.57	\$20.60
9	\$15.69	\$16.21	\$16.74	\$17.26	\$17.78	\$18.31	\$18.83	\$19.35	\$19.87	\$20.92
10	\$15.92	\$16.45	\$16.98	\$17.51	\$18.05	\$18.58	\$19.11	\$19.64	\$20.17	\$21.23
11	\$16.24	\$16.78	\$17.32	\$17.86	\$18.40	\$18.94	\$19.49	\$20.03	\$20.57	\$21.65
12	\$16.46	\$17.01	\$17.56	\$18.11	\$18.66	\$19.21	\$19.76	\$20.30	\$20.85	\$21.95
13	\$16.72	\$17.27	\$17.83	\$18.39	\$18.95	\$19.50	\$20.06	\$20.62	\$21.18	\$22.29
14	\$16.99	\$17.55	\$18.12	\$18.69	\$19.25	\$19.82	\$20.39	\$20.95	\$21.52	\$22.65
15	\$17.23	\$17.80	\$18.38	\$18.95	\$19.52	\$20.10	\$20.67	\$21.25	\$21.82	\$22.97
16	\$17.49	\$18.07	\$18.66	\$19.24	\$19.82	\$20.41	\$20.99	\$21.57	\$22.15	\$23.32
17	\$17.77	\$18.36	\$18.95	\$19.54	\$20.14	\$20.73	\$21.32	\$21.91	\$22.51	\$23.69
18	\$18.04	\$18.64	\$19.24	\$19.84	\$20.44	\$21.04	\$21.65	\$22.25	\$22.85	\$24.05
19	\$18.26	\$18.87	\$19.48	\$20.09	\$20.70	\$21.31	\$21.92	\$22.52	\$23.13	\$24.35
20	\$18.52	\$19.13	\$19.75	\$20.37	\$20.99	\$21.60	\$22.22	\$22.84	\$23.46	\$24.69

2017 PROGRESSIVE WAGE SCALE (1% Increase)										
CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
0	\$13.52	\$13.97	\$14.42	\$14.87	\$15.33	\$15.78	\$16.23	\$16.68	\$17.13	\$18.03
1	\$13.73	\$14.19	\$14.65	\$15.11	\$15.56	\$16.02	\$16.48	\$16.94	\$17.39	\$18.31
2	\$14.03	\$14.50	\$14.97	\$15.44	\$15.90	\$16.37	\$16.84	\$17.31	\$17.77	\$18.71
3	\$14.30	\$14.78	\$15.26	\$15.73	\$16.21	\$16.69	\$17.16	\$17.64	\$18.12	\$19.07
4	\$14.51	\$15.00	\$15.48	\$15.96	\$16.45	\$16.93	\$17.42	\$17.90	\$18.38	\$19.35
5	\$14.83	\$15.32	\$15.82	\$16.31	\$16.80	\$17.30	\$17.79	\$18.29	\$18.78	\$19.77
6	\$15.08	\$15.58	\$16.08	\$16.58	\$17.09	\$17.59	\$18.09	\$18.59	\$19.10	\$20.10
7	\$15.31	\$15.82	\$16.33	\$16.84	\$17.35	\$17.86	\$18.37	\$18.88	\$19.39	\$20.41
8	\$15.61	\$16.13	\$16.65	\$17.17	\$17.69	\$18.21	\$18.73	\$19.25	\$19.77	\$20.81
9	\$15.85	\$16.38	\$16.90	\$17.43	\$17.96	\$18.49	\$19.02	\$19.55	\$20.07	\$21.13
10	\$16.08	\$16.62	\$17.15	\$17.69	\$18.22	\$18.76	\$19.30	\$19.83	\$20.37	\$21.44
11	\$16.40	\$16.95	\$17.50	\$18.04	\$18.59	\$19.14	\$19.68	\$20.23	\$20.78	\$21.87
12	\$16.63	\$17.18	\$17.74	\$18.29	\$18.84	\$19.40	\$19.95	\$20.51	\$21.06	\$22.17
13	\$16.88	\$17.45	\$18.01	\$18.57	\$19.13	\$19.70	\$20.26	\$20.82	\$21.38	\$22.51
14	\$17.16	\$17.73	\$18.30	\$18.88	\$19.45	\$20.02	\$20.59	\$21.16	\$21.74	\$22.88
15	\$17.40	\$17.98	\$18.56	\$19.14	\$19.72	\$20.30	\$20.88	\$21.46	\$22.04	\$23.20
16	\$17.66	\$18.25	\$18.84	\$19.43	\$20.02	\$20.61	\$21.20	\$21.78	\$22.37	\$23.55
17	\$17.95	\$18.55	\$19.14	\$19.74	\$20.34	\$20.94	\$21.54	\$22.14	\$22.73	\$23.93
18	\$18.22	\$18.82	\$19.43	\$20.04	\$20.65	\$21.25	\$21.86	\$22.47	\$23.08	\$24.29
19	\$18.44	\$19.06	\$19.67	\$20.29	\$20.90	\$21.52	\$22.13	\$22.75	\$23.36	\$24.59
20	\$18.71	\$19.33	\$19.95	\$20.58	\$21.20	\$21.82	\$22.45	\$23.07	\$23.69	\$24.94

APPENDIX D
ELECTRIC DEPARTMENT CERTIFICATION INCENTIVE PROGRAM

The City will offer an incentive program for the purpose of additional training for its Linemen. Training will be in addition to on the job training by offering Journeyman Lineman Certification, and other lineman training, through City approved and paid for programs. Only Lineman A, and above classifications, are entitled for consideration and approval for any incentive package.

Employees hired before January 1, 2015

Linemen A, and above classifications, hired before January 1, 2015, who have successfully completed a City approved lineman accreditation program, will be eligible for the incentive based on a certificate of completion and a favorable evaluation and recommendation from the Department Head and the Service Director.

The City will consider approving an incentive if a Lineman A, or above classification, provides successful certification from a recognized electric trade union, along with a favorable evaluation and recommendation from the Department Head and Service Director.

Any employee in an apprentice classification is eligible to participate in a City approved Journeyman Lineman Certification Program and will be considered for the incentive after successful program certification, achieving Lineman A classification or above, and a favorable evaluation and recommendation from the Department Head and Service Director. Any employee in an apprentice classification who does not achieve Lineman A status and/or does not receive a favorable evaluation and recommendation from the Department Head and Service Director, for whatever reason, will reimburse the City for the total program costs.

Employees hired after January 1, 2015

Any employee in a Lineman A or higher classification or apprentice classification must participate in a City approved and paid for Journeyman Lineman Certification Program and will be considered for the incentive after successful program certification, achieving Lineman A classification or above for apprentices/maintain Lineman A classification or above, and receive a favorable evaluation and recommendation from the Department Head and Service Director.

In addition to mandatory participation in a City approved Journeyman Lineman Certification Program, all employees must participate in American Municipal Power, Inc. (AMP) Lineman Training programs – Basic 1, Intermediate, and Advanced programs, City paid. Employees must receive successful completion certification from AMP, or other equivalent City approved programs should AMP discontinue lineman training programs.

Any employee, in any classification, who voluntarily or involuntarily discontinues participation in any mandatory training program, who does not achieve or maintain Lineman A status or above, and/or does not receive a favorable evaluation and recommendation from the Department Head and Service Director, for whatever reason, will reimburse the City for all total program costs up to the date of discontinuance.

MEMORANDUM OF UNDERSTANDING
VACATION LEAVE BALANCES

Any employees who currently have vacation balances that exceed the contractual limitations shall have the duration of this contract to reduce their vacation balance to within the contractual limitations. Thereafter, all balances shall be reduced to comply with the contract.