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CONTRACT

BETWEEN

THE CITY OF BEDFORD, OHIO

AND

OHIO COUNCIL 8 AND LOCAL 2007
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

SERVICE

EFFECTIVE: SEPTEMBER 21, 2015

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PURPOSE

This contract is made between the office of the City Manager representing the City of Bedford, hereinafter referred to as the "City" and Local 2007 and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit as provided herein. The purpose of this Contract is to provide a fair and reasonable method of enabling employees covered by this Contract to participate, through union representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties subject to the applicable laws of the United States, the State of Ohio, and the City of Bedford.

ARTICLE I **RECOGNITION**

Section 1. The Union is recognized as the sole and exclusive representative for employees of the City in the bargaining Unit (as defined later) for the purpose of establishing rates of pay, wages, hours and other conditions of employment, but excluding all supervisors.

- a. The Union's exclusive bargaining unit shall include the following job classifications, and the City will not recognize any other union as the representative for any employees within such job classifications or related job classifications:

Arborist	Carpenter
Clerk Typists	Junior Accounting Clerk
Water Maintenance Man	Legal Clerk Stenographer
Senior Accounting Clerk	Laborer II
Utility and General Cashier	Janitor
Receptionist-Secretary	Crew Leader
Utility Billing & Acct. Clerk	Mechanic Operator (Waste Water Plant)
Laborer I	Shop Foreman
Investigative Secretary	Waste Plant Worker

Water Maintenance Foreman	Equipment Mechanic
Motor Equipment Operator	Service Utility Worker
Clerk/Compt. Terminal Operator	Services Utility Worker
Waste Water Plant Operator	Lab Assistant
Lab Technician	Tax Collector

Section 2. No employees shall lose any benefits as a result of this Contract unless such benefits were specifically eliminated or modified during the negotiations which preceded this Contract.

ARTICLE II **COMPOSITION OF THE BARGAINING UNIT**

Section 1. The composition of the bargaining unit for the purpose of this Contract for the City of Bedford shall be limited to the employees in the Department of Public Service subject to the following exclusions: Excluded from the bargaining unit are:

- a. Supervisory employees;
- b. Professional employees;
- c. Part-time, temporary, or seasonal employees;
- d. Personal secretaries.

Section 2. For the purpose of this Contract, full-time employees shall be considered to mean any employee who works more than twenty (20) hours during a work week.

Section 3. Supervisors shall not perform any bargaining unit work except for purpose of instruction or in an emergency. An "emergency" for the purpose of this paragraph will be any work that cannot be delayed until the following work day and where bargaining unit employees are not available to perform said work.

ARTICLE III **MANAGEMENT RIGHTS**

Section 1. Except as specifically limited by explicit provisions of this Contract, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the City's exclusive

management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off, and promote; to promulgate and enforce reasonable rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods and/or facilities; assignment of employees, numbers employed; duties to be performed, qualifications required, and areas worked, subject only to the restrictions and regulations governing the exercises of these rights as are expressly provided herein.

ARTICLE IV
NON-DISCRIMINATION

Section 1. Both the City and the Union agree not to discriminate against any employee on account of race, color, religion, national origin, age, disability, gender identity, genetic information, military status, sexual orientation, union membership or activity, or ancestry.

Section 2. The City recognizes the right of all employees and all applicants for employment to be free to join the union and to participate in Union or legal concerted activities. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion, or reprisals by the City against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

Section 3. Both the City and the Union recognize that any past practice that is beneficial to employees shall remain in effect.

ARTICLE V
CHECK-OFF

Section 1. The City will deduct regular initiation fees and monthly dues from the pay of the employees covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided, that (1) any employee shall have the right to revoke such

authorization by giving written notice to the City and the union within two (2) weeks prior to the termination of this Contract, and the authorization card shall clearly state on its face the right of the employee to revoke his membership during this period; and (2) the City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit.

Section 2. One-half of the amount of monthly dues deductions under Section 1 of this Article shall be deducted in each pay period during the month, but if an employee's pay for the pay period is not sufficient to cover Union dues, the City will make a deduction from the pay earned during the next pay period.

Section 3. All deductions under Section 1 of this Article accompanied by an alphabetical list of all employees for whom deductions have been made shall be transmitted to the Union no later than the fifteenth (15) day following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted. (The above named list shall include any changes such as additional members, elimination of dues deduction during any Leaves of Absence, transfers outside the bargaining unit and any such terminations resulting in dues not deducted). A copy of the alphabetical dues deduction list shall be forwarded to the Ohio Council 8 offices.

Section 4. The City shall deduct (check-off) employee deductions to Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) and remit monthly to P.E.O.P.L.E. all such deducted monies.

Section 5. It is the obligation of each employee to keep the City advised of his current address, and, for the purpose of this Contract, the City may rely on the last address supplied by an employee.

Section 6. The Union will indemnify and save the City harmless from any action growing out of deduction hereunder and commenced by an employee against the City (or the City and the Union jointly).

ARTICLE VI
FAIR SHARE FEE

Section 1. All bargaining unit employees who are members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment.

Section 2. All bargaining unit employees who do not become members in good standing of the union shall be required to pay a fair share fee to the Union effective sixty-one (61) calendar days from the employee's date of hire or date of execution of this Contract, whichever is later, as a condition of employment.

Section 3. The fair share amount shall be certified to the City by the Union. The deduction of fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Section 4. Payment to the Union of the fair share fees shall be in accordance with the regular dues deductions as provided herein. The City shall provide the Union with an alphabetical list of the names, social security number and address of those employees who had fair share fee deducted along with the amount of the fair share fee deduction. The City shall notify the union of all new hires within thirty (30) days of their being hired.

ARTICLE VII
UNION VISITATION

Section 1. The accredited representatives of the Union shall be permitted to enter the City's premises during working hours, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the City.

ARTICLE VIII
UNION REPRESENTATION

Section 1. The City recognizes the right of the Union to select a Chief Steward, Stewards, and Alternate Stewards in accordance with past practices to represent the

employees, upon request, on grievances arising under this Contract. An Alternate Steward shall act as Steward when the Steward is absent from work. Chief Stewards and Stewards shall remain in their departments and on their respective shifts during their term of office.

Section 2. Stewards shall process grievances with proper regard for the City's operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling.

Section 3. The Union shall furnish the City with a written list of Stewards, indicating the divisions and shift to which each is assigned, and, further, shall promptly notify the City in writing of any changes therein.

Section 4. The City shall provide the Union with bulletin boards at mutually selected locations.

- A. No notice or other writing may contain anything political, controversial, or critical of the City or any City official or any other institution or any employee or other person.
- B. All notices or other materials posted on the bulletin board must be signed by the President or Chief Steward of the Union or by an official representative of Ohio Council 8.
- C. Upon request from the appropriate division head or his designee, the Union will immediately remove any notice or other writing that the City believes violates this paragraph, but the Union shall have the right to grieve any such action through the Grievance Procedure.

ARTICLE IX DISCIPLINE

Section 1. Any employee who is disciplined will be furnished a brief written statement advising him of his right to representation and describing the misconduct for which he has been disciplined and in the case of suspension, the extent of the discipline. Thereafter, he may request the presence of his Steward, and if so requested, shall be promptly granted

an interview with his Steward, if his behavior permits, before he is required to leave the premises. Otherwise, the Steward shall be given a copy of the disciplinary notice within twenty-four (24) hours of the disciplinary action against the employee. In imposing discipline on a current charge, the City will not take into account any prior infractions which occurred more than one (1) year previously. However, if an employee received a prior suspension on a charge the City may take into account an infraction which occurred two (2) years previously when imposing discipline on a current charge. An employee has the right to review his/her personnel file.

- A. It is important that complaints regarding unjust or discriminatory suspension or discharges be handled promptly according to the Grievance procedure. Therefore, all such disciplinary actions can be reviewed through the Grievance Procedure commencing at Step 2.

ARTICLE X **GRIEVANCE PROCEDURE**

Section 1. A grievance is a dispute or difference between the City and the Union, or between the City and an employee, concerning the interpretation and application of any provision of this Contract, including any disciplinary action as provided herein, and when any such grievance arises the following procedure shall be observed:

Step I. An employee who has a grievance may take it up orally with his Division Head, either alone or accompanied by his Steward if the employee so wishes, within five (5) working days after the employee has knowledge of the event(s) upon which his grievance is based, and the Division Head shall give his answer to the employee, and the Steward (if the Steward was present at Step 1) within three (3) working days after the grievance was presented to him.

Step II. If the employee's grievance is not satisfactorily settled at Step I, the grievance shall within five (5) working days after receipt of the Step I answer, be reduced to writing and filed with the employee's Director setting forth the complete details of the grievance (i.e., the facts upon which it is based, the approximate time of their occurrence, the relief or remedy requested) and dated and signed by the

employee and his Steward. The Director shall meet with representatives of the Union within five (5) working days after the written grievance has been filed, and a written answer shall be given to the Union within five (5) working days after the Step II meeting.

Step III. If the grievance is not satisfactorily settled at Step I1 of the Grievance Procedure the Union may within seven (7) working days after receipt of the Step I1 answer, appeal in writing to the City Manager. The City Manager shall meet with representatives of the Union consisting of the staff representative from Ohio Council 8, the President of the local and the Steward, within seven (7) working days after the grievance was submitted to the City Manager and a written answer shall be given to the Union within seven (7) days after the Step III meeting.

Step IV. If the grievance is not satisfactorily settled at Step III, the Union may, within thirty (30) calendar days after receipt of the Step III answer, submit the matter to arbitration. Upon written notice of the Union's intent to arbitrate a grievance the parties shall each designate a representative within seven (7) calendar days who will attempt to agree upon an impartial arbitrator. If the designated representatives are unable to reach agreement within seven (7) calendar days, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of seven (7) arbitrators and the arbitrator shall then be chosen in accordance with the Association's then applicable rules. The fee and expenses of the arbitrator shall be borne equally by both parties.

Section 2. In the event a grievance is submitted to arbitration the arbitrator shall have jurisdiction, power and authority only over disputes arising out of grievances as to the interpretation and/or application of and/or compliance with provisions of this Contract including all disciplinary actions, and in reaching his decision the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of this Contract. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

Section 3. All decisions of arbitrators consistent with Article X, Section 1, and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive, and binding on the City, the Union, and the employees. Provided, that a grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievances.

Section 4. A policy grievance which affects a substantial number of employees may be initially presented by the Union at Step III of the Grievance Procedure.

Section 5. The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, be binding and any grievance not timely presented, or timely processed thereafter, shall not be considered a grievance under this Contract and shall not be subject to arbitration.

- A. All grievances for which no timely answer is submitted by the City shall automatically be considered settled in behalf of the Union's relief requested; providing, however, two (2) days written notice shall be given to the City Manager of the Union's intent to implement this provision.
- B. In computing the time for presenting, answering, or appealing a grievance, Saturdays, Sundays, and holidays shall not be counted as work days.

Section 6. The City and the Union shall meet as necessary to discuss matters of mutual interest and to consider any grievances pending at Step III of the grievance procedure.

Section 7. A committee consisting of the President and Chief Steward shall be allotted a total of forty (40) hours of paid time off to prepare for Step III and Step IV of this article. A letter from Ohio Council 8 must accompany a request for additional time off.

ARTICLE XI **NO STRIKE OR LOCKOUT**

Section 1. It is understood and agreed that the service performed by City employees included in this contract are essential to the public health, safety and welfare. The Union

therefore agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown or other interference with those services. The administration will do nothing to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performances are required in the normal and usual operation of city services. The City shall not lockout any employees for the duration of this contract.

- A. It shall not be a violation of this Contract and it shall not be a cause of discharge or disciplinary action if any employee refused to enter upon any property involved in a primary labor dispute, refused to go through or work behind any lawful primary picket line, or refuses to do work normally done by primary striking members of another union, except that the City shall not be required to pay the wages of any such employee. Provided, that in no case shall any employees refuse to do any work, regardless of the existence of a lawful primary labor dispute, if, in the City's judgment, such refusal would be detrimental to the public health or safety unless the City cannot reasonably provide for the personal safety of the employees.
- B. Any alleged violation of the above paragraph is subject to immediate review at Step III of the Grievance Procedure.

ARTICLE XII **PROBATIONARY PERIOD**

Section 1. New employees shall be on probation for a period of one hundred eighty (180) calendar days, and probationary employees shall have no recourse to the Grievance Procedure under this Contract concerning any disciplinary action, except Article III and Article IV.

Section 2. If an employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provisions of this Article.

ARTICLE XIII
SENIORITY

Section 1. Seniority shall be an employee's uninterrupted length of continuous service with the City. An employee shall have no seniority for the probationary period provided in Article XII, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

- A. Seniority List - During the month of **April** of each year of this Contract, the City will provide the Union with a Seniority List of all employees in the Bargaining Unit covered by this Contract. The list shall contain the name, job classification, date of hire (if different), rate of pay, department, division and current address of each employee in the Bargaining Unit.

Section 2. Seniority shall be broken (or terminated) when an employee:

- A. Quits;
- B. Is discharged for just cause;
- C. Is laid off for a period of time more than twenty-four (24) consecutive months;
- D. Is absent without leave for three (3) or more work days, unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice.
- E. Fails to report to work when recalled from layoff within fourteen (14) calendar days from the date on which the City sends the employee notice by registered mail to the employee's last known address as shown on the City's records.

Section 3. An employee may exercise his job classification seniority within his own department for the purpose of changing shifts or work weeks when an opening occurs within his classification on another shift or work week so long as he has the ability to perform the work involved. An employee who desires a change of shift or work week may make an application in writing (on forms provided by the City) to his supervisor requesting a transfer to the shift or work week he prefers, and the employee shall retain a copy of the request.

- A. An employee may exercise his job classification seniority on a Citywide basis for the purpose of transferring to another work location within the same classification when an opening occurs so long as he has the ability to perform the work involved. An employee who desires such a transfer may make an application in writing (on forms provided by the City) to the City Manager and the employee shall retain a copy of the request.

ARTICLE XIV
JOB EVALUATION AND CLASSIFICATIONS

Section 1. The administration and operation of a job evaluation program, including job descriptions and job classifications are the functions and responsibilities of the City. The present job descriptions and job classifications in effect as of the date of this Contract shall remain unchanged unless changes as provided herein.

Section 2. Job descriptions and/or job classifications shall be subject to the provisions of the Grievance Procedure. The City recognizes the right of a regular full-time employee to appeal any disciplinary action to the Grievance procedure based upon the failure to meet the required standard of the job performance.

Section 3. If substantial changes in the method of operation, tools, or equipment of a job occur, or if a new job is established which has not been previously classified, the wage rate for such a job shall be determined by the City Manager. Before putting such rate into effect, the City shall meet with the Union to negotiate the rate for the classification in the event the parties are unable to agree upon a rate for the classification, the City may put the rate into effect without any further delay. Thereafter, the Union can file a grievance on the single issue of whether the rate established by the City Manager is reasonable or unreasonable, and if the grievance is submitted to arbitration, the arbitrator shall have the authority to set a new rate if he determines that the rate set by the City Manager is unreasonable.

ARTICLE XV
CONSOLIDATION OR ELIMINATION OF JOBS

Section 1. Employees displaced by the elimination of jobs through consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be subject to the terms of Article XVIII, Layoff. The jobs of the Table Officers and the Chief Steward shall enjoy super-seniority status. The Table Officers shall be deemed to include the position of President, Vice-President, Secretary-Treasurer and Recording Secretary. Prior to considering any subcontracting of work which would result in layoff, the City will meet with the Union to discuss alternatives to the layoff.

ARTICLE XVI
ASSIGNMENT OF WORK - TEMPORARY TRANSFERS

Section 1. All employees shall be required to perform any and all temporarily assigned duties, regardless of their usual customary duties or job assignment, so long as such transfer is not discriminatory. Temporary transfers shall be offered by seniority. A temporary transfer shall not exceed thirty (30) working days, except (1) to fill a vacancy caused by an employee being on sick or other approved leave of absence; (2) to provide vacation relief scheduling; or (3) to meet an emergency situation.

Section 2. When an employee is temporarily transferred to another job classification:

- A. If the rate of pay for such other classification is lower than his regular rate he shall receive his regular rate;
- B. For clerical employees only -If the rate of pay for such classification is higher than his regular rate of pay, he shall receive the highest rate of pay for his classification or one step above his present rate, whichever is higher, for each day so assigned.
- C. For all other employees all plus rates for jobs performed in a higher classification shall be paid at a flat rate of .40 cents per hour.

ARTICLE XVII
PROMOTIONS AND TRANSFERS

Section 1. Whenever there is a job opening in the exclusive bargaining unit covered by this Contract and the City determines that a vacancy exists and should be filled on a regular basis, a notice of the opening and a job bidding form will be posted for fourteen (14) calendar days in all departments, and a copy of the notice and job bidding form will be sent to the Union. All City employees will have the fourteen (14) day period in which to bid for the job by signing the job bidding form.

- A. All applications timely filed will be reviewed by the City and the job will be awarded within seven (7) calendar days on the basis of skills, ability, experience and seniority to perform the work in question. At the end of the seventh (7th) day a notice will be posted showing the name of the applicant selected for the job, or indicate that no one was selected. If no application is received, the City may fill the job by hiring a new employee or transferring a qualified probationary employee.
- B. An employee who is awarded a job under the bidding procedure will be given a reasonable period of time but not more than thirty (30) days to prove that he is qualified to hold such job on a permanent basis and if he cannot prove his qualifications within that period of time he will be returned to his former job.
- C. An employee transfer under the provisions of this paragraph shall establish a classification seniority date solely for the purposes of layoff.
- D. Except where there is an established training program (with a training class and a training rate), an employee awarded a job under these provisions shall be paid the minimum starting rate of the new classification or a one step increase whichever is higher than his previous rate.

ARTICLE XVIII
LAYOFF

Section 1. Whenever it is necessary because of lack of work (including displacement because of discontinuance of operations and/or subcontracting) or funds, or whenever it

is advisable in the interest of economy of efficiency, to reduce the working force of the City, employees shall be laid off based on their job classification in the following order:

- A. Seasonal, Part-time and Temporary employees;
- B. Full-time employees who have not completed their probationary period;
- C. Full-time employees who have completed their probationary period.

Section 2. When a lay off is necessary, probationary and full-time employees shall be laid off on the basis of their classification seniority, within their Division. Employees identified for layoff shall have bumping rights pertaining to the least senior employee with less job classification seniority than him/her, in their Division and within their job classification, which shall be the first bumping option exercised. Employees identified for layoff may also bump the least senior employee in a job previously occupied (the second option, where the first option is not available), provided his/her City-wide seniority is greater than the bumped employee's City-wide seniority; or, in a lower-rated classification within the employee's Division, provided the employee has the ability to perform the work and his/her City-wide seniority is greater than the bumped employee's City-wide seniority (considered another second option, where first option not available).

- A. It is expressly agreed by the City and the Union hereto that no member of the Union who is working at the Waste Water Treatment is subject to bump by someone who is not working at the Waste Water Treatment Plant provided that the worker at the Waste Water Treatment Plant has a license to operate the same. It is further agreed that layoffs at the Waste Water Treatment Plant and members who work therein shall not have bumping rights back against the regular members of the Service Department.
- B. Before any bargaining unit employee is actually laid off under Article 17 and Article 18, the City and the Union will meet immediately for the purpose of attempting to find an available job with the City, in or out of the bargaining unit, which the affected employee is qualified to perform, and if any such job is available the employee will be given the option of accepting it rather than being laid off.

Section 3. Employees shall be recalled by job classification in the reverse order of layoff according to seniority. An employee on layoff will be given fourteen (14) calendar days' notice of recall from the date on which the City sends the recall notice to the employee by certified mail to his last known address (as shown on the City's records). A laid-off employee will be recalled to the first available job position which he is qualified to perform, and thereafter, will have a right to claim his original job position in the event it becomes available.

Section 4. When reasonably possible, regular full time employees shall be given a minimum of fourteen (14) calendar days advance written notice of layoff indicating the circumstances which make the layoff notices.

Section 5. In the event an employee is laid off, he may, upon request, receive payment for earned but unused vacation as quickly as possible but not later than thirty (30) days after the layoff.

ARTICLE XIX
HOLIDAYS

Section 1. All regular full-time employees shall be entitled to the below listed holidays with pay:

New Year's Eve	Martin Luther King Day
New Year's Day	Labor Day
Memorial Day	Veterans' Day
Independence Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Presidents' Day	Christmas Eve
	Christmas Day
	Personal Holidays (3)

Section 2. To be entitled to holiday pay, an employee must be on the active payroll (i.e. actually receives pay) on his last regular work day before and his first regular

workday after the holiday unless absent because of bona fide illness or injury or funeral leave.

Section 3. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

Section 4. The City of Bedford presently has in effect a 24 hour notification to the City on the use of all vacation and personal days off. In the event that an emergency exists, the City agrees to waive the said 24 hour notification rule.

ARTICLE XX
VACATIONS

Section 1. All regular full-time employees shall be granted the following vacation leave with full pay for each year based upon their length of City service as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
One (1) year but less than Five (5) years	Two (2) weeks
Five (5) years but less than Ten (10) years	Three (3) weeks
Ten (10) years but less than Twenty (20) years	Four (4) weeks
Twenty (20) years	Five (5) weeks
Twenty-One (21) years	Five (5) weeks and One (1) day
Twenty-Two (22) years	Five weeks and Two (2) days
Twenty-Three (23) years	Five weeks and Three (3) days
Twenty-Four (24) years	Five weeks and Four (4) days
Twenty-Five (25) years and over	Six (6) weeks

Section 2. If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday (either at the beginning or at the end of his vacation).

Section 3. Employees may take their vacation during the calendar year. During the first quarter of each calendar year, employees will be given an opportunity to indicate on a form provided by the City, their vacation leave preferences, and promptly thereafter a written vacation schedule by Divisions will be prepared by the City with priority given to employees according to their divisional (or job classification) seniority to the extent consistent with operational requirements. Once the divisional vacation schedule is determined, it shall not be changed without the consent of the involved employee(s) except in response to operational emergency.

- A. An employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority based upon when his application was made.
- B. In the event an employee is prevented or prohibited from using all of his vacation in a calendar year by some affirmative action of the City of Bedford officials, then in that event, and only in that event, said vacation may be carried over to the next calendar year. Said vacation time shall be forfeited by said employee unless the terms of this paragraph again allow for carry over.

ARTICLE XXI
LEAVES OF ABSENCE

Section 1. An employee will be granted a leave of absence with pay, in the event of the death of his spouse, mother, father, child, brother, sister, sister-in-law, brother-in-law, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, aunt and uncle of the employee or any other relative residing with the employee as follows:

- A. As the conditions above are met, an employee shall be granted up to three (3) days of funeral leave.

- B. Employees will be granted said leave with pay up to a maximum of two (2) funerals per year. Any additional funeral leave may be charged to sick leave.
- C. To be eligible for the funeral leave an employee must provide the City with a funeral form (to be supplied by the City) and must attend the funeral, and failure to do so, or a misrepresentation of facts related to a funeral leave, shall be proper cause for disciplinary action (including forfeiture of pay for the leave).
- D. If an employee attends more than two funerals in a one year period he shall be entitled to leave with pay, and it shall be charged against an employee's sick leave, personal leave, or vacation for each occurrence as outlined in Section 1 of this Article.

Section 2. - JURY DUTY/WITNESS LEAVE:

An employee serving on jury duty will be excused, with pay, for the time lost during the employee's basic work week, providing the employee turns into the City Treasurer any pay received for such jury service and presents a receipt from the City Treasurer to the employee's supervisor. Where an employee is subpoenaed by the City or a prosecutor to serve as a witness on a judicial proceeding involving the City, the employee will be excused and paid for the time spent.

Section 3. - MILITARY LEAVE:

An employee shall be granted military leave in accordance with Federal law.

Section 4. - UNION LEAVE:

At the request of the Union, a leave of absence without pay shall be granted to any employee selected for a Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment.

Section 5. - EDUCATION LEAVE:

An employee may be granted a leave of absence without pay for educational purposes relating to the operations of the City.

Section 6. - SICK LEAVE WITH PAY:

Regular full-time employees on an hourly rate shall be credited with paid sick leave at the rate of ten (10) hours per month or fifteen (15) work days per year. Overtime hours are not used in the computation of sick time accumulation. Unused paid sick leave shall be cumulative and available for future use provided that the balance of the credit of the employee at the end of any month shall not exceed 960 hours or 120 days.

- A. No paid sick leave shall be granted unless the division authority is notified of the sickness, on the first day or as soon thereafter as is reasonably practicable.
- B. A certificate from a physician must be provided for any sickness extending beyond three (3) days.
- C. Paid sick leave shall be granted only for actual sickness, confinement by reason of a contagious disease, death or serious illness of the employee's immediate family, or visit to a doctor or dentist for medical care.
- D. Employees who are determined to be abusers of sick leave will have their names and the reasons the City determines them to be abusers submitted to the Union. The parties shall meet to discuss each case, and the City may place abusers on an abusers list. Employees will remain on the list for a period of three (3) months during which time they will be required to produce a doctor statement for each sick day taken.
- E. If an employee has a doctor or dentist appointment other than an emergency, the employee would be required to give the City seventy-two (72) hours' notice of the appointment.

Section 7. - SICK LEAVE WITHOUT PAY:

After an employee has exhausted his sick leave with pay, he shall be granted a leave of absence without pay for a period not to exceed one (1) year because of personal illness or injury upon request supported by medical evidence satisfactory to the City if the employee has reported such illness or injury to his department head or immediate supervisor by no later than the second day of absence. If the illness or injury continues beyond the one (1) year, the City may grant additional sick leave under this Paragraph upon request. An employee on sick leave is expected to keep the City informed on the progress of his illness or injury as circumstances allow.

Section 8. - PERSONAL LEAVE:

For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for good cause shown for a period not to exceed ninety (90) days. The granting of such leaves will be based upon the operational needs of the employee's department.

Section 9. - GENERAL:

All leaves of absence (and any extension thereof) must be applied for and granted in writing on forms to be provided by the City. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City. When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position is not vacant or no longer exists.

- A. If it is found that a leave of absence is not actually being used for the purpose for which it was granted the City may cancel the leave, direct the employees to return to work, and impose disciplinary action.
- B. An employee who fails to return to work at the expiration or cancellation of a leave of absence or fails to secure an extension of such leave shall be deemed to be absent without leave and shall be subject to loss of seniority under Article XIII.

ARTICLE XXII
HOURS OF WORK

Section 1. The normal work week for all regular employees covered by this Contract shall be forty (40) hours of work in five (5) eight (8) hour days, exclusive of the time allotted for meals, during the period starting 12:01 A.M. Monday to 12:00 P.M. midnight Sunday except where different hours are necessary to meet operational requirements. Provided that this Paragraph shall not constitute or be construed as a guarantee of hours of work per day or per week, and the City reserves the right, as operational needs and conditions require, to establish and/or change work hours and work scheduling. Further, this Paragraph shall not be construed to give the City the right to reduce the work week of any regular employee below the forty (40) hours per week. If it becomes necessary to consider reducing the work week, the City shall meet with the Union and any reduction in the work week shall be by mutual agreement between the parties. The City of Bedford agrees that in the Summer hours, insofar as is possible, the hours of work shall be 7:30 A.M. to 4:00 P.M., during the Winter months when work is impractical at 7:30 A.M., the regular hours will be 8:00 A.M. to 5:00 P.M. or 8:00 A.M. to 4:30 P.M. as agreed with a bargaining unit.

Section 2. - Rest Periods:

There shall be two (2) fifteen (15) minute rest periods on each shift each work day. The rest periods will be scheduled by the department head, but they may not be scheduled immediately before or after the lunch period, nor immediately at the start or the end of a shift, unless requested by the individual employee and agreed to by the City. In cases of employees who work beyond their regular quitting time, the City will endeavor to make arrangements for additional periods.

Section 3. - Summer hours/winter hours employees within Service Department:

Summer hours will be 7:30 A.M. -3:30 P.M. and winter hours will be 8:00 A.M. -
4:00 P.M.

ARTICLE XXIII
OVERTIME

Section 1. The City shall be the sole judge of the necessity for overtime.

Section 2. The City shall retain the sole and exclusive right to determine weekly and daily work schedules. All overtime will be distributed in a fair and reasonable manner, and any employee shall have the right to inspect the overtime list.

Section 3. All employees in the job classifications covered by this Contract shall receive time and one half their regular rate of pay for all hours worked in excess of forty in one work week.

- A. All employees in the job classifications covered by this Contract shall receive time and one half their regular rate of pay for all hours worked in excess of eight in a 24 hour period.
- B. All employees in the job classifications covered by this Contract shall receive twice their regular rate of pay for all hours worked on New Year's Day, Labor Day, Thanksgiving Day and Christmas Day and time and one half their regular rate of pay for all hours worked on any other holidays and Sundays, unless Sunday is a regular work day.
- C. For the purpose of computing overtime pay, holidays, vacations, and paid sick days shall be counted as days worked; however, all overtime shall be paid in accordance with the formula as articulated in the Fair Labor Standards Act.
- D. Employees will have their names listed on an overtime list. On call-outs, if an employee personally refuses three consecutive call-out opportunities, he shall have his name removed from the overtime list for thirty (30) calendar days. Once reinstated to the list, if he personally refuses the next three (3) consecutive call-outs, he shall have his name removed from the list for three (3) months.
- E. Employees whose answering machine answers the call between the hours of 12:00 midnight and 6:00 A.M., the employee will be deemed to have

refused the overtime opportunity. This provision does not apply to weekends.

Section 4. Overtime -Emergency is defined as a natural disaster or those instances where a significant hardship would be placed on residents due to loss of service, i.e. water/sewer or life threatening heavy snowfall.

The following procedure will be followed for emergency call outs:

1. Go through the overtime list.
2. Offer the available overtime to all other members of the bargaining unit.
3. Call employees who are off on vacation, sick leave, personal day or any other leave.
4. Utilize the employees in the office as part of the number needed for overtime.
5. If the City does not receive enough employees to cover the overtime assignment then the employee who the City called first shall be required to work the overtime. The employee must tell employer prior to leaving an overtime assignment.

If an employee refuses to answer the phone between 12:00 Midnight to 6:00 a.m. it shall be considered a refusal.

Scheduled Overtime: If after the employer offers the overtime as outlined above and no one accepts the overtime assignment, the City is free to fill the overtime slot with a part-time employee or summer worker.

ARTICLE XXIV **CALL-IN PAY**

Section 1. An employee who is called in to work at a time when he is not regularly scheduled to report for work shall receive a minimum of three (3) hours of work or pay at his applicable rate of pay on call-outs for snow removal, water main breaks, wastewater,

sewer main breaks, and storm clean up. For all other call-outs the employee shall receive a minimum of two (2) hours of work or pay at his applicable rate of pay.

Section 2. Employees in the Service, Recreation and Waste Water Departments who are held over shall receive a minimum of one (1) hour of pay.

ARTICLE XXV
HOSPITALIZATION

Section 1. Employees shall maintain their current hospitalization, prescription drug, dental and eye coverage and their premium contribution levels through November 30, 2015. Effective December 1, 2015, the employer shall provide hospitalization, prescription drug, dental and eye care benefits in accordance with Attachment A.

Section 2. Effective December 1, 2015, employee monthly contributions shall be based upon whether or not they satisfy the requirements of the Wellness Program. Employees' monthly contributions shall be as follows:

	<u>Wellness Rate</u>	<u>Non-Wellness Rate</u>
Single coverage	\$70.00	\$90.00
Family coverage	\$110.00	\$150.00

Section 3. The employer shall maintain a Section 125 plan which will permit the employee to make health care contributions on a pre-tax basis.

Section 4. For the duration of this contract the City shall contribute to the AFSCME Care Plan, for the purpose of providing Life Insurance and Hearing Aide Coverage for all eligible employees in the amount of \$8.00 per month.

ARTICLE XXVI
SPECIAL AGREEMENTS

Section 1. When a regular payday falls on a weekend or a holiday, the pay will be distributed on the last regular working day before payday rather than the first regular working day thereafter.

Section 2. The City will provide each employee with adequate protective clothing insofar as practical, i.e., boots and gloves to include the purchase of hard-toe safety shoes or boots.

Section 3. Where safety shoes are required, the shoe allowance will be a one-time purchase up to one hundred (\$100.00) dollars per year, with the employee having the option to purchase shoes from a store of his choice. A receipt for said purchase shall be required for payment from the City.

Section 4. The City agrees to form a Health and Safety Committee with equal representation from the Union to discuss and review health and safety standards at meetings mutually agreed to between the parties. The Health and Safety Committee shall meet as necessary.

Section 5. The City and the Union hereby mutually agree that the City may assign work in snow plows with only one (1) man in a crew or to affect his change, the City is also implementing a system wherein it will be five (5) districts so that the call-out will be five (5) persons for salting and plowing.

ARTICLE XXVII **TOOLS**

Section 1. The City shall provide one (1) metric tool set for use by the mechanics only. Additional sets will be provided based upon equipment needs.

ARTICLE XXVIII **LONGEVITY PAY**

Section 1. The City shall continue payment of longevity pay, one and one-half percent (1 1/2%) for five (5) years of service, three percent (3%) for ten (10) years of service, five percent (5%) after fifteen (15) years of service and seven percent (7%) after twenty (20) years of service. No present employee shall lose any accumulated paid or non-paid years of service or benefits whatsoever under any new longevity schedule. Longevity payments will be added to the employee's hourly rate and shall be paid for all hours of

pay status. The longevity pay will commence upon the anniversary date of all eligible employees.

ARTICLE XXIX
PAID SICK LEAVE CONVERSION

Section 1. Upon retirement an employee shall have the right to convert his accumulated sick leave into a cash bonus at the rate of one (1) day pay for each two (2) days of unused accumulated paid sick leave. Payment shall be made within thirty (30) days after the date of retirement. In addition, an employee will receive a cash payment equivalent to the employee's earned vacation time (e.g. 25 years = 6 weeks) for that retirement year. Use of vacation time shall not have any effect upon the amount of this payment.

Section 2. Upon accumulation of nine hundred and sixty (960) hours or one hundred and twenty (120) days of paid sick leave, an employee shall receive, in the first pay period of December, a cash bonus at the rate of one day's pay for each two (2) days of paid sick leave which thereafter he would have earned and been credited with if not already at the maximum. Any fraction thereof shall be carried over to the next year. The period for determining a year for these purposes shall be November 1 to October 31. In the event an employee retires or dies before December, the cash bonus shall still be paid at the regular time to the employee or his estate, but the cash bonus shall not be paid to any employee whose employment is terminated before December for any other reason.

ARTICLE XXX
WAGES

Section 1. The appropriate wage scale for employees in the bargaining unit and the negotiated increases are incorporated in this Contract in Attachment B attached hereto.

Section 2. The City agrees all Laborers will be hired in Class Grade 12 and after six (6) months shall automatically move to Class Grade 13, Step 2.

- A. Laborers in Class Grades other than 12 with less than six (6) months seniority shall be moved to Class Grade 12, Step 1, retaining their date of hire (with original seniority). Laborers in Class Grades other than 13 with six (6) months or more seniority shall be moved to Class Grade 13, retaining their date of hire (original seniority).
- B. There shall be automatic progression in the wage schedule, unless a denial of the step increase is substantiated by the City.

ARTICLE XXXI
LEGALITY

Section 1. It is the intent of the City and the Union that this Contract comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations, which have the effect of law, and if it is determined by proper judicial authority that any provision of this Contract is in conflict with the law, that provision shall be null and void. In the event of an unlawful determination, the Contract shall be reopened and the City and the Union shall promptly meet for the purposes of negotiating a lawful alternative provision. The remainder of the Contract shall remain in full force and effect.

ARTICLE XXXII
EQUIPMENT CLASSIFICATIONS

Section 1. Now, therefore, be it agreed by the City of Bedford, County of Cuyahoga, State of Ohio and Ohio Council 8 of the American Federation of State, County and Municipal Employees, and Local 2007 that the following equipment shall be classified and paid the appropriate rate:

EQUIPMENT	CLASSIFIED RATE
Driver/Leaf Box	15
Excavator	15
Road Roller	15
Backhoe	15
Vac All	15
Front End Loader	15

Snow Plow	15
Salt Truck	15
Sweeper	15
Stumper	13

ARTICLE XXXIII
SHIFT DIFFERENTIAL

Section 1.

Second Shift	4:00 P.M. to 12:00 A.M.	\$.80 per hour.
Third Shift	12:00 A.M. to 8:00 A.M.	\$.90 per hour.
Sundays at Waste Water Treatment Plant		\$.75 per hour.

ARTICLE XXXIV
LICENSE FEES

Section 1. The City shall pay the sums of \$55, \$90, and \$125 for grades 1, 2, and 3 licenses respectively.

Section 2. The City shall pay the renewal fee for an employee's Commercial Driver's License (CDL).

Section 3. The City shall reimburse an employee for fees where the employer requests that the employee acquire a CDL-A license. Any testing time will be on City time. The employee must pass the test to receive reimbursement for the fees.

ARTICLE XXXV
JOB BIDS

Section 1. The City further agrees that as retirements take employees from within the bargaining unit the City shall post and bid those jobs, providing in good faith, the City determines the need to fill such position.

ARTICLE XXXVI
P.E.R.S.

Section 1. The Public Employees Retirement System will not be included in the gross taxable income subject to the Federal withholding taxes.

ARTICLE XXXVII
MISCELLANEOUS

Section 1. Random drug testing for all employees required to have a Commercial Driver's License.

Section 2. If at any time the City pays any part time clerical personnel at a rate which surpasses the rate paid full time clerical help in Class 5, all Class 5 clerical shall be upgraded to Class 6.

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ARTICLE XXXVIII
DURATION

Section 1. This Contract represents a complete and final understanding on all bargainable issues between the City and the Union and it shall be effective as of the date of the ratification of the Fact-Finder's report (September 21, 2015), and remain in full force and effect until December 31, 2016, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall promptly commence within thirty (30) days and this Contract is agreed to or, on or after December 31, 2016, either party gives fourteen (14) days' notice of an intention to terminate this entire Contract.

In Witness Whereof, the parties hereunto have caused this Contract to be executed and signed by their duly authorized representatives this 23rd day of November, 2015.

**FOR THE UNION
LOCAL 2007, AFSCME:**

Nick Schaubel

[Signature]

[Signature]

[Signature]

FOR OHIO COUNCIL 8, AFSCME:

[Signature]

FOR THE CITY OF BEDFORD:

[Signature]

[Signature]



**CITY OF BEDFORD
2015 PPO Plan**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26	
Older Aged Child	28	
	Removal upon End of Month	
Pre-Existing Condition Waiting Period	Waived	
Blood Pint Deductible	2 pints	
Overall Annual Benefit Period Maximum	\$2,500,000	
Benefit Period Deductible – Single/Family ¹	\$400 / \$800	\$800 / \$1,600
Coinsurance	90%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,250 / \$2,500	\$2,500 / \$5,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay	60% after deductible
Specialist Office Visit ²	\$40 copay	60% after deductible
Urgent Care Office Visit ²	\$20 copay	60% after deductible
Voluntary Second Surgical Opinion	90% after deductible	60% after deductible
All Immunizations	90% after deductible	60% after deductible
Preventative Services		
Office Visit/Routine Physical Exam	100%	60% after deductible
Well Child Care Services including Exam and Immunizations (to age 9)	100%	60% after deductible
Well Child Care Laboratory Tests	100%	60% after deductible
Routine Mammogram	100%	60% after deductible
Routine Pap Test	100%	60% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis	100%	60% after deductible
Outpatient Services		
Surgical Services	90% after deductible	60% after deductible
Diagnostic Services (Lab & X-ray)	90% after deductible	60% after deductible
Physical / Occupational Therapy (40 visits per benefit period, then Medical Review)	90% after deductible	60% after deductible
Chiropractic Care (12 visits per benefit period, then Medical Review)	90% after deductible	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period, then Medical Review)	90% after deductible	60% after deductible
Cardiac Rehabilitation	90% after deductible	60%, after deductible
Emergency use of an Emergency Room (copay waived if admitted)	\$100 copay, then 90%	
Non-Emergency use of an Emergency Room ³	\$100 copay, then 90%	\$100 copay, then 60%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	60% after deductible
Maternity	90% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	60% after deductible

Benefits	Network	Non-Network
Additional Services		
Allergy Testing and Treatments	90% after deductible	60% after deductible
Ambulance	90% after deductible	60% after deductible
Durable Medical Equipment	90% after deductible	60% after deductible
Home Healthcare	90% after deductible	60% after deductible
Hospice	90% after deductible	60% after deductible
Organ Transplants	90% after deductible	60% after deductible
Private Duty Nursing	90% after deductible	60% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health	90% after deductible	60% after deductible
Inpatient Substance Abuse Services	90% after deductible	60% after deductible
Outpatient Mental Health and Substance Abuse Services	\$20 copay	60% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

BEDFORD AFSCME 2015 RATES (1.5% increase effective 03/01/2015)					
CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5	\$20.056	\$20.452	\$20.848	\$21.345	\$21.914
6	\$20.452	\$20.848	\$21.254	\$21.802	\$22.340
7	\$20.848	\$21.254	\$21.680	\$22.249	\$22.787
8	\$21.254	\$21.680	\$22.137	\$22.685	\$23.254
9	\$21.680	\$22.137	\$22.533	\$23.122	\$23.690
12	\$23.010	\$23.457	\$23.954	\$24.533	\$25.162
13	\$23.457	\$23.954	\$24.421	\$25.060	\$25.649
14	\$23.954	\$24.421	\$24.918	\$25.558	\$26.157
15	\$24.421	\$24.918	\$25.416	\$26.055	\$26.684
16	\$24.918	\$25.416	\$25.943	\$26.583	\$27.273
17	\$25.416	\$25.943	\$26.451	\$27.090	\$27.781
18	\$25.943	\$26.451	\$26.989	\$27.618	\$28.339
19	\$26.451	\$26.989	\$27.517	\$28.197	\$28.897

BEDFORD AFSCME 2016 RATES (2.5% increase effective 03/01/2016)					
CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
5	\$20.557	\$20.963	\$21.369	\$21.879	\$22.462
6	\$20.963	\$21.369	\$21.785	\$22.347	\$22.899
7	\$21.369	\$21.785	\$22.222	\$22.805	\$23.357
8	\$21.785	\$22.222	\$22.690	\$23.252	\$23.835
9	\$22.222	\$22.690	\$23.096	\$23.700	\$24.282
12	\$23.585	\$24.043	\$24.553	\$25.146	\$25.791
13	\$24.043	\$24.553	\$25.032	\$25.687	\$26.290
14	\$24.553	\$25.032	\$25.541	\$26.197	\$26.811
15	\$25.032	\$25.541	\$26.051	\$26.706	\$27.351
16	\$25.541	\$26.051	\$26.592	\$27.248	\$27.955
17	\$26.051	\$26.592	\$27.112	\$27.767	\$28.476
18	\$26.592	\$27.112	\$27.664	\$28.308	\$29.047
19	\$27.112	\$27.664	\$28.205	\$28.902	\$29.619

ATTACHMENT B

CITY OF BEDFORD, OHIO

ORDINANCE NO. 9322-15

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH OHIO COUNCIL 8 AND LOCAL 2007 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, ADOPTING THE TERMS OF THE ATTACHED CONTRACT AND ORDERING THEM INTO EFFECT, AND DECLARING AN EMERGENCY

WHEREAS, the City of Bedford and AFSCME Local 2007 have been negotiating in an attempt to reach a Collective Bargaining Agreement for the years 2015-2017, and

WHEREAS, on August 26, 2015, a fact finding hearing was held as the parties were unable to reach a Collective Bargaining Agreement, and

WHEREAS, the fact-finder issued his report on September 16, 2015 which the City and the Union accepted, and

WHEREAS, the City of Bedford has completed negotiations with Ohio Council 8 and Local 2007 American Federation of State, County and Municipal Employees, AFL-CIO, and

WHEREAS, Council wants to enact the provisions of the agreement as soon as possible.

NOW, THEREFORE,

BE IT ORDAINED by the Council of the City of Bedford, County of Cuyahoga and State of Ohio:

Section 1. The City Manager is authorized to enter into the contract attached hereto and expressly incorporated herein, or a substantially similar contract.

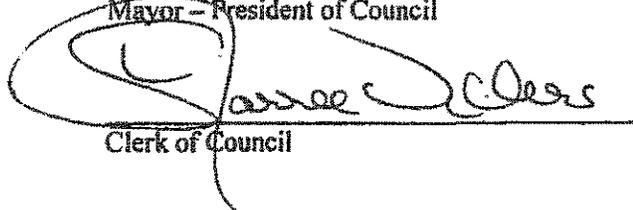
Section 2. The terms and conditions are hereby ordered into effect as of the first of March 2015 for non-economic items and as of the first full pay period in March 2015 for the economic issues contained therein, and the Director of Finance is hereby authorized to make payments in accordance therewith.

Section 3. This ordinance is hereby declared to be an emergency measure immediately necessary for the public peace, health, safety and welfare and for the further reason that it is necessary to implement the provisions of the new collective bargaining agreement at the earliest time according to law.

WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law.



Mayor - President of Council



Clerk of Council

PASSED: October 19, 2015