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AN AGREEMENT

between

THE CITY OF NORTH OLMSTED

and

OHIO COUNCIL 8, LOCAL 2681, AFSCME

SERVICE UNIT

Effective: July 1, 2015

Expires: June 30, 2018

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AGREEMENT

ARTICLE 1

PURPOSE

1.01 This Agreement is made between the City of North Olmsted, hereinafter referred to as the "Employer", and Ohio Council 8 and Local No. 2681 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The purpose of this Agreement is to provide a fair and reasonable method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions and of their employment, including rates of pay, wages, hours and working conditions, and to establish a peaceful procedure for the resolution of all differences between the parties.

ARTICLE 2

RECOGNITION

2.01 The Union is recognized as the sole and exclusive representative of the employees in the job classification listed in Exhibit A for the purpose of collective bargaining with respect to wages, hours, terms and other conditions of employment.

ARTICLE 3

NON DISCRIMINATION

3.01 Both the Employer and the Union recognize their respective responsibilities under the federal and state civil rights laws, fair employment practice acts and other similar constitutional and statutory requirements. Therefore, both the Employer and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, religion, national origin, sex, age or disability or any other invidious reason.

3.02 The Employer recognizes the rights of all employees and applicants for employment to be free to join the Union and participate in lawful, concerted Union activities. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union. The Union recognizes the right of all employees and all applicants for employment to be free to join or not to join the Union.

3.03 All of the employees of the Employer within the bargaining unit shall receive equitable treatment and share in any all benefits provided herein.

ARTICLE 4

CHECK-OFF/FAIRSHARE FEE

4.01 The Employer shall deduct the initiation fee and regular monthly dues from the pay of employees covered by this Agreement upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature.

4.02 Deductions under this Article 4 shall be made during the second pay period of each month, but if an employee's pay for that period is insufficient to cover Union dues, the Employer will make a deduction from the pay earned during the next period or a subsequent period. All deductions under 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.

4.03 The Union will indemnify and save the Employer harmless from any action growing out of deductions hereunder and commenced by an employee against the Employer or the Employer and the Union jointly.

4.04 All bargaining unit employees who are not members of the Union shall pay a fair share fee to the Union in the amount certified by the Union as being properly chargeable as a fair share fee. All employees who do not become members of the Union shall pay the fair share fee, effective sixty (60) days from the employee's date of hire, as a condition of employment. The deduction of the Fair share from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with Section 1 and 2 above.

4.05 Employees may authorize the City to deduct voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE) by payroll deduction (check-off). Upon receipt of the employee's PEOPLE deduction authorization, the City shall make the deduction and remit monthly to PEOPLE all such deducted contributions. PEOPLE contributions shall be deducted and processed separately from dues or fair share deductions.

ARTICLE 5

BULLETIN BOARDS

5.01 The Employer shall provide the Union four (4) Bulletin Boards; One (1) in the Wastewater Treatment Plant; One (1) in the Service Garage Lunchroom, One (1) in the Systems Office and One (1) in the Service Department Lunchroom, for notices of Union Business providing notices of Union meetings, elections and other Union related matters. All notices or other material posted must be signed and dated by a Union Officer or Steward. Upon request by the Employer, the Union shall remove any posting that is inflammatory or critical of the Employer, City Officials or of any other employees or persons, or which are political (partisan) in nature.

ARTICLE 6

UNION REPRESENTATION

6.01 Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as Stewards. The Employer will recognize a Chief Steward, and it will recognize one steward and one alternate from each of the following: (1) Wastewater Department; (2) Mechanics; (3) Service Department; (4) Wastewater Department - Systems. The steward shall represent employees on all three (3) shifts. The alternate steward shall be recognized when the regular steward is absent or otherwise not available.

6.02 Employees who participate in meetings under Step 1 of the Grievance Procedure, during their scheduled working time, or other meetings scheduled by the Employer under the Grievance Procedure, during their scheduled working time, will be paid for time actually lost from their scheduled work time for the purpose of participating in such meetings. The investigation and processing of grievances by Union representatives during working time shall be limited to the last fifteen minutes of a shift.

6.03 The Local Union Grievance Committee shall consist of the President, Secretary, the Chief Steward and/or the Vice President and/or the Steward from the department involved, but not more than four (4) persons.

6.04 When there is a redirection in force, the following Union officials shall be retained in preference to all employees, provided they can perform the available work as President, Vice President, Secretary, Treasurer, chief Steward, Stewards and Alternate Stewards, and three (3) members of the Union Executive Board.

6.05 In case of a suspension or discharge or a formalized disciplinary meeting the employee shall have the right to have his Steward present and, upon request, will be permitted to discuss his suspension or discharge with the Steward in an area made available by the Employer before he is required to leave the premises. Within twenty-four (24) hours of the date of a suspension or discharge, the Employer shall deposit with the regular U.S. Mail, a certified letter to the involved employee stating the reasons for disciplinary action taken, and shall hand deliver a copy of same to a Union Officer or Steward. Disciplinary action may be appealed by the Union through the Grievance Procedure commencing at Step 2 of the Grievance Procedure. An employee who desires to protest the disciplinary action must make an election within five (5) working days following receipt of written notice as to whether he wishes to pursue the grievance procedure.

6.06 The Employer shall insure that all documents placed in an employee's official personnel file shall be first initialed and dated by the employee concerned, or if he refuses, than by his steward or other Union Officer. The initialing of any materials to be placed into any employee's official personnel record will not indicate an agreement by the employee, the Steward, or other Union Officer as to the contents of the material, but does acknowledge the employee has seen it.

6.07 Non-employee representation of AFSCME shall be admitted to the Employer's facility for the purpose of processing grievances and attending meetings upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and any on duty employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

ARTICLE 7

GRIEVANCE PROCEDURE

7.01 It is mutually understood that the prompt presentation, adjustment and answering of grievances is desirable in the interest of sound relations between the employee and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to

protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the Employer or the Union which tend to impair or weaken the Grievance Procedure are improper.

7.02 A grievance is a dispute or difference between the Employer and the Union, or between the Employer and an employee, concerning the interpretation or application and/or compliance with the terms of this Agreement and shall include disputes concerning disciplinary actions. When any such grievances arise, the following procedure shall be observed:

All grievances shall be written and filed on an Official Grievance Form. The Official Grievance Form shall be provided to the employee by the Union and shall contain the following information at the time the grievance is filed, in substantial conformity therewith:

- The date the grievance occurred;
- The approximate time the grievance occurred;
- Provide detailed description of the incident giving rise to the grievance;
- Cite specific Articles and Sections of the Agreement involved and their direct relationship to the incident;
- Relief requested;
- Name and signature of the employee and the date signed by the employee;
- Name and signature of the Steward and the date signed by the Steward.

Step 1: An employee who has a grievance shall reduce it to writing and the grievance shall be presented to the immediate supervisor by his steward, in the presence of the employee, or, in the case of the Wastewater Plant, the superintendent, within seven (7) working days after the employee learned or should have learned of the event upon which the grievance is based. The immediate supervisor or superintendent shall meet with the employee or the employee and the steward within seven (7) working days. The supervisor or superintendent shall give an answer in writing to the participants involved in the initial meeting within seven (7) working days following the date of the grievance discussion. The affected employee shall be required to attend the aforementioned meeting.

Step 2: If the employee's grievance is not satisfactorily settled at Step 1, the grievance shall be submitted to the Service Director within seven (7) working days after the Step 1 answer. The Service Director and/or his designee or representatives shall meet with the Local Union President the Steward or the Chief Steward or his designee within seven (7) working days after the grievance has been filed with the Service Director, and the Employer's representative shall answer the grievance in writing within seven (7) working days following completion of the Step 2 discussions. The affected employee shall be required to attend the aforementioned meeting.

Step 3: The Union may appeal the grievance to the Mayor or his designated representative by giving him notice in writing within seven (7) working days following receipt of the Step 2 answer. The Mayor or his designee, shall meet at a mutually agreed satisfactory time with the President, Steward or Chief Steward, or designee to consider the grievance within seven (7) working days following receipt of the appeal. A representative of Ohio Council 8 may participate in any such meeting. The Mayor or his designee will answer the grievance in writing within seven (7) working days following completion of the Step 3 discussions. The affected

employee shall be required to attend the aforementioned meeting.

All Step 2 or 3 meetings under the grievance procedure shall be scheduled during the last forty-five (45) minutes of the work day unless otherwise mutually agreed to by the parties.

Step 4: If the grievance is not satisfactorily settled at Step 3, the Union may, within (30) calendar days after receipt of the Step 3 answer submit the matter to arbitration. The Union shall notify the Employer of its intent to appeal the grievance to arbitration in writing. Promptly thereafter, representatives of the Employer and the Union shall meet for the purpose of attempting to select an arbitrator by agreement. If they cannot so agree, the Union and the Employer shall select an arbitrator from the panel of arbitrators herein contained. If the Union does not send this intent to appeal to the Employer within thirty (30) calendar days, then the grievance shall be considered withdrawn. The fees and expenses of the Arbitrator, the meeting room and stenographic service shall be borne by the losing party. The affected employee shall be required to attend the aforementioned meeting. The fees will be split if there is a split award.

7.03 In the event a grievance goes to arbitration, the Arbitrator shall have jurisdiction only over disputes arising out of grievances and the Arbitrator shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The arbitration will be conducted under the voluntary labor arbitration rules of the American Arbitration Association.

7.04 All awards of the arbitrator and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, binding, and conclusive on the Employer, the Union, and the employees. A grievance may be withdrawn without prejudice by the Union at any time during Steps 1, 2, 3 or 4 of the Grievance Procedure. All monies agreed to be due on a pre-arbitration settlement or following an arbitration award shall be paid to the employee on the payday for the pay period following the date of the agreement as to the exact amount owed. Such sum shall be issued in a separate payroll check.

7.05 No grievance will be processed unless it is filed within the time limit established for filing grievances. If a grievance is not appealed by the Union to the next higher step within the time limits established in the grievance procedure, the grievance will be deemed to be settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance within the time limits, the grievance will automatically be appealed to the next step in the grievance procedure.

7.06 The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the Employer and the Union, be binding on both parties. "Working Days" as used in the grievance shall not include Saturdays, Sundays, or holidays.

7.07 In determining the time periods provided for under the grievance procedure the initial day of the operative event shall be excluded and the required number of days shall then be computed successively, excluding Saturdays, Sundays and holidays.

7.08 A policy grievance is defined to mean a grievance in which a controversy has been raised, the nature of which, if not resolved will affect the entire bargaining unit or members

within the bargaining unit who have a commonality of interest in the outcome of the grievance. Such policy grievance shall be filed within the time constraints established in Section 2, Step 1, of this Article, and shall be heard on a Step 3 level of the grievance procedure.

7.09 The arbitrators selected to hear arbitrations pursuant to this procedure are: 1) David Pincus; 2) James Mancini; 3) Robert Stein; 4) Dennis Minni; and, 5) Dennis Byrne.

ARTICLE 8 PROBATIONARY PERIOD

8.01 Newly hired employees shall be considered to be on probation for a period of one hundred and eighty (180) calendar days. During this probationary period, the employee shall have no rights to appeal any form of disciplinary action, including termination through the Grievance Procedure or to any Civil Service Commission.

8.02 If an employee is discharged, retires, or quits during the probationary period described in Section .01 and is later rehired, he shall be considered as a new employee and subject to the provisions of Section .01.

ARTICLE 9 SENIORITY

9.01 Only regular full-time employees of the Employer shall have seniority. Students, summer employees and part-time employees shall have no seniority rights. Part-time employees are those employees who are regularly scheduled to work twenty five (25) hours or less per week. A full-time employee is one who is regularly scheduled for forty (40) hours of work per week.

9.02 Seniority shall mean an employee's uninterrupted length of continuous service with the Employer measured from his last hiring date as a full-time employee. An employee shall have no seniority for the probationary period provided in Article 8 but, upon completion of the probationary period, seniority shall be retroactive to the date of hire.

9.03 The Employer shall provide the Union with a copy of the seniority lists. These lists shall be made up by classifications and shall contain in order of date of hire, and the seniority date of each employee.

9.04 Continuous service and seniority shall be broken when an employee:

- (a) Quits;
- (b) Is discharged for just cause;
- (c) Is laid off for a period equal to the amount of seniority held at the time the lay-off commences, or twenty-four (24) consecutive months, whichever is less;
- (d) Fails to report to work within seven (7) calendar days when recalled from lay-off by certified mail addressed on the Employer's records, unless the employee is unable to work due to medically proven disability;
- (e) Is absent without report for three (5) consecutive work days.

9.05 The Employer shall advise the Union in writing of additions to or deletions from the seniority list at the end of each pay period. A copy of the list of additions and/or deletions will be

sent to the Local Union President and the Local Union Treasurer.

ARTICLE 10

HOURS OF WORK

10.01 The normal work week for regular full-time employees in the Service Department, the Waste Water Collection System and the Waste Water Treatment Plant shall be forty (40) hours of work in five (5) days of eight (8) consecutive hours per day. The time allotted for meals will be excluded from the workday and unpaid. It is recognized that the Waste Water Treatment Plant will be staffed on a continuous operation schedule and individual employees will be assigned to work schedules accordingly, which includes the lunch period.

- (a) The day shift schedule hours in the Service Department shall be from 7:00 A.M. to 3:30 P.M. Monday through Friday, year round.
- (b) From December first (1st) to March fifteenth (15th) the second shift hours shall be from 3:00 P.M. to 11:00 P.M. Monday through Friday, inclusive of meal time, the third shift hours shall be 11:00 P.M. to 7:00 A.M. Sunday through Friday, inclusive of meal time. Such 2nd and 3rd shift work will first be given to volunteers, then any vacancies will be filled with the least senior employees within the classification needed. The City will post a notice of intent to accept applications from volunteers five (5) calendar days before the above referenced shift(s) begin. The notice shall clearly state the date and time the shift will begin and the job classification(s) required.
- (c) Employees assigned to Building Maintenance in the Service Department and all employees in Wastewater Treatment except rotating shift employees shall work from 7:00 A.M. to 3:30 P.M. Monday through Friday, year round.

10.02 The Employer may not reduce the weekly schedule of work for any department or employee below forty (40) hours without the agreement of the Union. This shall not prevent reduction or cancellation of scheduled hours of work on a temporary basis if an emergency occurs which is beyond the control of the Employer.

10.03 Employees shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period daily, except for other schedules mutually agreed upon with the Union.

- (a) When an employee in the Waste Water Treatment Plant is to work an additional full or half shift, the employee has the right to leave the plant without loss of pay for up to thirty (30) minutes to obtain a meal and obtain food for lunch in the over time shift if he is to work a full shift.
- (b) When an employee in the Service Department is on an overtime assignment the employee is provided a paid thirty (30) minute lunch, after approximately four (4) hours of overtime if he is to continue work.
- (c) When employees in the Service Department are on an overtime assignment for

snow removal or salting, or similar emergency work, they are directed by supervision either to obtain food and bring it back to the yard where it can be eaten while the truck is reloaded or refueled, or they can eat on the road. These meal opportunities are provided as circumstances, including the severity of a storm permit, except that the Employer guarantees a thirty (30) minute paid lunch period after approximately four (4) hours of work under snow or salting activity when such hours are continuous to regular shift hours.

- (d) Employees assigned to the Wastewater Treatment Plant, Wastewater Systems, Building Maintenance and Service Department shall be permitted ten (10) minutes wash-up time before lunch period and fifteen (15) minutes wash-up time before the conclusion of each respective shift.

10.04 Employees will be paid time and one half (1/2) of their straight time rate of pay for hours worked in excess of eight (8) in any one work day and time and one half (1/2) of their straight time rate of pay for hours worked in excess of forty (40) hours in any one work week. In interest of health and safety, management may send an employee home before he completes his regular scheduled shift when the employee has worked the maximum consecutive emergency overtime hours. Such regularly scheduled shift hours not worked will be credited toward the forty (40) hour work week requirement for any subsequent overtime hours worked. Employees other than those working rotating shift at the Waste Water Treatment Plant, shall receive time and one half (1/2) the rate of their regular pay for hours worked on Sunday. A work day is a twenty-four (24) hour period commencing at the start of the employee's scheduled shift. Hours worked on a day designated as a holiday in Article 22 shall be paid at twice (2x) the employee's straight time rate of pay for hours worked in addition to regular holiday pay in accordance with Article 22. Hours worked on a day designated as a Personal Day in accordance with Article 22, shall be paid at time and one half (1/2) the employee's straight time paid rate for hours worked, in addition to regular holiday pay in accordance with Article 22.

- (a) Employees of the Waste Water Treatment Plant shall be paid double (2X) the employee's straight time rate of pay for hours worked in addition to regular holiday pay for hours worked on Thanksgiving and Christmas.

10.05 In determining whether an employee has worked in excess of forty (40) hours in any work week, the following shall be considered as hours worked:

- (a) Hours on a holiday which the employee did not work, but for which he received pay pursuant to Article 22 of this Agreement;
- (b) Hours of vacation which the employee did not work but for which he received pay pursuant to Article 21 of this Agreement.
- (c) Hours of jury duty or witness duty which the employee did not work for which he received pay pursuant to Article 26 of this Agreement. There shall be no pyramiding of overtime.

- (c) If an employee is absent on sick leave for more than three (3) consecutive work days, the Employer shall require the employee to present a physician's report attesting of the employee's incapacity and that the employee was under the doctor's care and is able to return to work. The Employer will review the attendance records of employees periodically and at least once in each three (3) month period. If the Employer believes that an employee is developing an attendance problem, the Employer will notify the employee in writing that medical evidence will be required for absences of three (3) days or less. When an employee's record becomes satisfactory, the requirement for such medical evidence for short term absences will be removed, and the employee will be notified in writing.
- (d) Employees may use up to fifteen (15) work days per year of earned and accumulated sick leave if necessitated by illness in the employee's immediate family. For purposes of this subsection, "immediate family" shall be interpreted to be spouse, children, parents of the employee, regardless of the place of residence; and other relatives living within the household of the employee.
- (e) When an employee with five (5) or more years of service retires having received P.E.R.S. pension, dies, or takes disability retirement and has accumulated sick leave time, the retiring employee may convert one-half (1/2) of the accumulated sick leave time (with the City of North Olmsted) to pay on the basis of his rate of pay at the time of retirement but the maximum amount paid shall not exceed one thousand (1,000) hours.
- (f) An employee should make an effort to schedule medical and dental appointments for himself and his family members during non-working hours.

15.02 Consistent with the just cause standard in Article 30, the Employer may discipline or, if appropriate, discharge an employee for abuse of sick leave or the patterned use of sick leave (Ex. repeated Mondays, Fridays, or days after payday).

15.03 Sick leave shall not be paid to any full-time employees which exceeds forty (40) hours in a normal work week as defined in Article 10, Sections 1 and 2, of this Agreement.

15.04 Employees hired after July 1, 1998 and have accumulated sick leave with another political subdivision will transfer said sick leave and shall use the transferred sick leave prior to sick leave accumulated while employed with the City of North Olmsted.

Sick leave carry-over from another political subdivision shall not be used to calculate an employee's buy-out pursuant to Section 1(e) above.

ARTICLE 16

GENERAL LEAVE PROVISIONS

16.01 All leaves of absence when known in advance (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (copy to the employee). An employee and the Union will be notified within five (5) working days from the date the application was made of approval or denial of the request leave.

16.02 An employee shall accumulate seniority during any leave of absence, but he shall not be entitled to any benefits, except that the Employer shall continue to pay its portion of the employee's hospitalization insurance in Article 25 for a three (3) month period. After the three (3) month period, an employee must direct pay any required hospital/surgical premiums to the Employer on or before the monthly due date.

16.03 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied at the then current rate of pay (or to a similar position if his former position no longer exists) if he is medically qualified and capable of performing the job requirement as determined by the Employer. In the event the Employer questions whether the employee is medically qualified to do the work the Employer shall have the employee medically examined and pay for such examination.

16.04 No more than one (1) member of any Wastewater Treatment shift crew may be absent on school leave or for certification tests at any time. Seniority will govern. The second man will make special arrangements suitable to the superintendent.

16.05 If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the Employer shall cancel the leave and it may impose disciplinary action up to and including discharge.

ARTICLE 17

LAY-OFFS

17.01 Whenever it is necessary for the Employer to reduce its forces, the employees within the effected job classification, within the department to be reduced will be laid off in the following order:

- (a) Students;
- (b) Part-time and Seasonal employees;
- (c) Employees within the effected job classification who have not completed their probationary period;
- (d) Regular full-time employees within the classification affected who have completed their probationary period;
- (e) In the application of the foregoing employees will be retained by reason of their seniority only if they are able to perform the available work.

Second. The Employer must next consider applicants holding positions that are within the same Family of Jobs as the position posted, and who are in the second next lower classification. If no such applicant meets the job qualifications set forth below, then the Employer may next move to the next level of consideration;

Third. The Employer must next consider applicants holding positions that are within the same Family of Jobs as the position posted, and who are in the third next lower classification. If no such applicant meets the job qualifications set forth below, then the Employer may move to the next level of consideration;

Fourth. The Employer must next consider applicants holding positions that are within the same Family of Jobs as the position posted, and who are in any other next lower classifications other than next, second or third. If no such applicant meets the job qualifications set forth below, then the Employer may next move to the next level of consideration;

Fifth. The Employer must next consider applications from bargaining unit members who hold positions that are outside the Family of Jobs of the position posted. If no such applicant meets the job qualifications set forth below, then the Employer may next move to the next level of consideration; and finally

Sixth. The Employer may consider applicants from outside the bargaining unit. The job shall be awarded to the applicant within the appropriate level of consideration above, who has more experience, skill, ability and seniority. If two (2) or more applicants in a consideration category have substantially equal skill, ability and experience, then seniority shall govern. If no employee who applies has the necessary skill, ability and experience, the Employer shall have the authority to hire outside the bargaining unit.

19.03 The Family of Jobs for purposes of awarding jobs under Section 2 above is as follows:

- A. General Service Family of Jobs.
Laborer "D" promotes to Laborer "C."
Laborer "C" promotes to Laborer "B," Building Maintenance, or Service Mechanic Helper.
Laborer "B" promotes to Laborer "A" and Senior Building Maintenance.
Building Maintenance promotes to Senior Building Maintenance or to Laborer "A."
Service Mechanic Helper promotes to either Service Mechanic or Laborer "A."
Service Mechanic promotes to Lead Mechanic.

- B. Wastewater Family of Jobs.
Wastewater Laborer promotes to Lift Station Attendant, Equipment Operator, Operator (Plant), Unlicensed Operator, or Licensed Operator I.
Lift Station Attendant promotes to Equipment Operator or Operator (Plant).

day, and will be paid for the holiday at the straight time rate.

- (b) An employee may have the option of using personal days as days of extended vacation with prior approval of his department head.
- (c) An employee may have the option of using all but one week of his vacation in increments of less than one week; for example, one or two days at a time. An employee will give the supervisor at least forty-eight (48) hours advance notice in writing. In an emergency situation verbal communication with the supervisor is appropriate and may justify waiving advance notification.

21.04 Regular full-time employees hired after July 1, 1995 shall be granted vacation at a rate of pay equal to that of their current base-rate of pay. Vacation time is earned based upon time actually worked during the year that such vacation time is earned. Vacation time is to be taken on or after the employees' anniversary date of hire following year which it was earned without exception. Employee(s) shall first have completed twelve (12) months of full-time employment performing bargaining unit work with the Employer prior to being eligible for any vacation.

21.05 All regular full-time employees hired after July 1, 1995 shall, after complying with the terms and conditions contained in this article and having completed the years of service following his anniversary date of hire, be eligible for vacation as follows:

| <u>Upon Completion of:</u> | <u>Vacation Eligibility</u> |
|----------------------------|-----------------------------|
| 1 through 4 years | 2 weeks |
| 5 through 9 years | 3 weeks |
| 10 through 14 years | 4 weeks |
| 15 through 19 years | 5 weeks |
| 20 years and over | 6 weeks |

Section 2, 3, 4 above shall also apply to regular full-time employees hired after July 1, 1995.

ARTICLE 22 HOLIDAYS

22.01 All regular full-time employees shall be entitled to the following paid holidays:

- New Year's Day
- President's Day
- One-half Day Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- One-half Day Christmas Eve
- Christmas Day
- One-half Day New Years Eve
- Employee's Birthday

scheduled straight time work. An employee who is called as a witness due to his part-time employment in the area of public law enforcement with the City of North Olmsted shall receive his regular rate of pay from the Employer.

ARTICLE 27 SAFETY AND HEALTH

27.01 The Employer and the Union recognize that each party must comply with the applicable state and federal laws with respect to safety and health. The Employer shall continue to make reasonable provisions for the safety and health of its employees.

- A. Required personal protective equipment shall be issued to regular full-time employees and shall be replaced if the equipment is worn out and is returned to the Employer for replacement.
An employee who does not return the equipment will be charged for the replacement cost, except in cases,
 - (1) In which the equipment was destroyed by accidental conditions beyond the employee's control in the work area, or;
 - (2) If the equipment has been stolen and the Employer has failed to supply the employee with a place to lock up his equipment.
- B. A safety committee consisting of two (2) representatives from management and two (2) safety representatives appointed by the local union may confer as necessary for the purpose of attempting to maintain safe working conditions.

27.02 In the event an employee reasonably believes that a situation is unsafe, the employee shall notify his supervisor immediately; the supervisor shall investigate the situation on the same day or as soon as possible thereafter, and take such steps as are necessary to remedy the unsafe condition.

In the event the employee has notified his supervisor of the unsafe condition, the employee shall not be required to perform the work until it has been determined to be safe. However, the employee may be assigned to alternative duties until such time as an investigation is completed.

27.03 The Employer will provide and maintain safe vehicles for all employees required to use vehicles for their assigned duties. The vehicle status, whether safe or unsafe, will be determined by the Service Director or his designee.

27.04 Employees shall be required to keep the interior of vehicles clean and clear of objects such as: tools, lunch wrappers, cans, and bottles. Debris such as: lunch wrappers, cans and bottles shall be removed and properly disposed of by the end of each shift.

27.05 Employees involved in an accident involving an Employer vehicle, equipment or other

ARTICLE 30

MANAGEMENT RIGHTS

30.01 Except as specifically abridged by the express written terms of this agreement, the employer shall have all rights and prerogatives, including, but not limited to the following:

1. Determine all matters of inherent managerial policy which, include, but are not limited to, areas of discretion or policy such as function and programs of the employer, standards or service, its overall budget, utilization of technology, and organizational structure.
2. Employer has the right to direct, supervise, schedule, and evaluate, the right to determine the number of employees, the right to hire, assign, transfer, promote and to discipline, demote, or discharge, with just cause, the right to establish and enforce reasonable rules and policies, the right to lay off because of lack of work or economic necessity, and the right to introduce new or improved methods, equipment or facilities.
3. Employer has the right to determine the overall methods, process, means and or personnel by which governmental operations are to be conducted.

ARTICLE 31

SUB-CONTRACTING

31.01 The Employer shall meet and confer with the Union prior to sub-contracting out bargaining unit work, other than emergency work. In the event a subcontract causes a lay-off, the Employer will make every reasonable attempt to provide an opportunity of employment with the subcontractor for said laid off bargaining unit employees.

ARTICLE 32

LONGEVITY PAY

32.01 Employees in the bargaining unit, hired before July 20, 1987, having completed five (5) years of full-time continuous service as employees of said department, or having been transferred from some other department by administrative appointment, shall be paid an additional four percent (4%) of their base annual salary, thereafter until completion of ten (10) years full-time continuous service; after which such employees shall receive five percent (5%) of their base annual salary, thereafter until completion of their fifteenth (15th) year of continuous full-time service; after which said employees shall receive six percent (6%) of their base annual salary until completion of their twentieth (20th) year of continuous full-time service; and thereafter each year of full-time service they shall receive seven percent (7%) of their base annual salary as longevity increments. Employees under this paragraph shall have their longevity pay fixed on their base rate of pay, until such time the employee would receive a greater payment under paragraph 2, below, effective July 1, 2008.

32.02 Employees hired after July 19, 1987 shall receive longevity in accordance with the following schedule:

\$500 after employee completes five (5) years;

\$1,000 after employee completes ten (10) years;
\$1,500 after employee completes fifteen (15) years;
\$2,000 after employee completed twenty (20) years.
\$2,500 after employee completed twenty five (25) years (effective July 1, 2012)

32.03 Any employee who was receiving six hundred (\$600.00) dollars under the previous scale shall continue to receive such amount and not be reduced to five hundred (\$500.00) dollars as provided in the new scale until they achieve the ten (10) year step, when they shall receive one thousand (\$1,000.00) dollars.

32.04 Any employee who was receiving one thousand (\$1,000.00) dollars under the previous scale shall receive one thousand two hundred (\$1,200.00) dollars until they achieve the fifteen (15) years Step when they shall receive one thousand five hundred (\$1,500.00) dollars.

ARTICLE 33 AFSCME CARE PLAN

33.01 The Employer shall continue to participate in the American Federation of State, County and Municipal employees Care Plan for all full-time employees in the bargaining unit represented by the Union. The Employer's obligation shall be limited to making contributions at the rate of Seventy-Six (\$76.00) dollars per month per employee for AFSCME Care Plan coverage for each regular full-time employee, allocated as follows: Dental Level 3 - \$56.00; Vision Level 2 - \$12.00; Hearing Aid - \$.50; Life Insurance - \$7.50.

ARTICLE 34 WAGES

34.01 Effective the first full payroll period in July, 2015 through June 30, 2018 all employees shall be paid in accordance with the wage rates set forth in Appendix "A-I" which represents a two (2%) percent increase in 2015, a two (2%) percent increase in 2016 and a two (2%) percent increase in 2017. (The Employer shall compute overtime separately from straight time and shall show the overtime and straight time separately on the employee's pay stub. Additionally, the Employer shall compute and show on the employee's pay stub his accrued sick leave and vacation time.)

34.02 All employees shall be paid by direct deposit.

34.03 All employees upon employment shall be placed on the wage schedule. Thereafter, such employee shall advance to the next higher step on each subsequent anniversary date of hire or promotion until the employee reaches the maximum step.

34.04 Any employee who requests and receives a voluntary demotion shall be placed at that step in the wage schedule that most closely equals the employee's rate prior to demotion. Any employee who is promoted shall be placed at the step in the wage schedule that equals or is next greater than the employee's rate prior to promotion.

34.05 All employees in the Wastewater Treatment Plant and Systems Employees who obtain a

Class I, II, or III license shall receive the license incentive contained herein. Employees will receive an additional fifty (\$.50) cents per hour for acquiring a Class I License and an additional fifty-five (\$.55) cents per hour each for acquiring a Class II and Class III License.

ARTICLE 35 PREMIUM PAY

35.01 Effective at the beginning of the first full payroll period subsequent to the execution of this Agreement. The night shift premium for the Service Department shall be seventy-five cents (\$.75) and the rotating shift premium for the Wastewater Treatment Plant shall be seventy-five cents (\$.75). The rotating shift premium shall continue to be paid for all hours worked by employees on a rotating shift.

35.02 Employee's within the Wastewater Treatment Plant shall receive a premium of two (\$2.00) dollars per hour for all hours assigned by management and actually perform duties and functions of an "acting foreman". All such employee's that have been assigned by management to function as an "acting foreman" shall be required to perform all duties and functions of a "Foreman" including the application and use of independent judgment. In no event shall an employee be assigned duties and functions as an "acting foreman" in excess of thirty consecutive working days unless the assignment is a result of the following conditions:

- (a) to fill a vacancy caused by sickness, injury or other management approved absences of a foreman.
- (b) to provide vacation relief for a foreman.
- (c) to accommodate the presence of seasonal, casual and part-time employees.

All employee's that are assigned by management to perform as an "acting foreman" may be required to perform all the job duties of his classification in addition to the duties required of an "acting foreman" during this period of time.

35.03 All Laborer A, Senior Building Maintenance, Mechanics and employees in Waste Water Treatment Systems wage rates include a fifteen (\$.15) cents payment in lieu of the above acting foreman premium. Employees assigned to perform these duties will do so with no additional compensation.

35.04 The Employer shall make available all necessary training for employees at the Wastewater Water Plant to maintain their respective licenses. If Employees attend classes during their normal work hours, there will be no loss of regular pay. The Employer will not compensate employees for attending classes outside of normal work hours. Employer will pay for mileage and for one meal not to exceed ten (10) dollars.

ARTICLE 36

WORK BY SUPERVISORS

36.01 Supervisors will not perform bargaining unit work to the extent that results in lay-off, a reduction in work force or reduction of hours of work by bargaining unit employees. Except for emergencies, a supervisor will not perform bargaining unit tasks outside of the Supervisor's normal working hours to deny overtime opportunities to bargaining unit personnel.

ARTICLE 37

CHIPPER AND BRUSH ROTATION

37.01 Assignment to the chipper and brush truck will be rotated weekly among the available, qualified personnel in the Forestry Crew. A list showing such rotation assignments shall be maintained and will be available for inspection by employees.

37.02 It is agreed, at the Employer's discretion that on busy roadways there shall be another vehicle available for safety purposes.

ARTICLE 38

JOB DESCRIPTIONS

38.01 The Employer retains the right to change or modify employee job descriptions. In the event the Employer changes or modifies an employee's job description, it shall notify the employee of the change or modification and the reason therefore.

ARTICLE 39

BOOT, CLOTHING AND TOOL ALLOWANCE

39.01 All bargaining unit employees shall receive a five hundred fifty dollars (\$550.00) annual clothing allowance. The aforementioned clothing allowance shall be paid during the first pay period after July 1st of each year of this agreement.

39.02 All mechanics, lead mechanics, mechanic helpers, maintenance mechanics and maintenance mechanic helpers shall receive a seven hundred dollars (\$700.00) annual tool allowance. The aforementioned tool allowance shall be paid at the same time as the clothing allowance cited in Section 39.01 above.

ARTICLE 40

INCLEMENT WEATHER

40.01 During periods of inclement weather, the Employer will attempt to schedule work that does not require extensive exposure to the elements. Inclement weather is defined to mean air temperature in excess of 100 degrees and air temperature below five degrees. During an "emergency" as defined within Article 11, Section 1 of this agreement, the provisions of this article shall not be applicable.

ARTICLE 41

FUNERAL LEAVE

41.01 A full-time employee shall be granted a three (3) day leave of absence with pay, in the event of the death of an immediate family member.

43.02 The Employer shall provide a written Acknowledgment Form to each member of the bargaining unit. The employee shall be required to immediately sign, date and note his choice to either be provided with a uniform or reject acceptance of an Employer provided uniform for the duration of this agreement and immediately return the form to his supervisor.

43.03 Employee's that elected not to be provided uniforms, shall be required to report ready for work in clothing that is neat, clean and untattered.

ARTICLE 44 CONTRACTS

44.01 The Employer shall provide each employee with a copy of this Agreement.

ARTICLE 45 GENDER AND PLURAL

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

ARTICLE 46 OBLIGATION TO NEGOTIATE

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

46.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter 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.

46.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE 47 TOTAL AGREEMENT

47.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified and discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

ARTICLE 48**CONFORMITY TO LAW**

48.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

48.02 If the Enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 49**DURATION**

49.01 This Agreement shall become effective on July 1, 2015, and shall continue in full force and effect until midnight on June 30, 2018, and thereafter from year to year unless at least one hundred and twenty (120) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice of an intention to reopen negotiations, an initial conference will be arranged within fourteen (14) days after receipt of such notice, but not earlier than March 18th preceding expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 26th day of

October, 2015

OHIO COUNCIL 8

By: Marquez Brown
Marquez Brown, Staff Representative

By: Kevin M. Kennedy
Kevin M. Kennedy, Mayor

LOCAL 2681, AFSCME, AFL-CIO

By: Kirt Ward
Kirt Ward, President

By: Cheryl A. Farver
Cheryl A. Farver
Director of Human Resources

Timothy Szabo
Timothy Szabo, Vice President

Jack Grasso
Jack Grasso, Chief Steward

Donald Glauner
Donald Glauner
Director of Public Service

Tony Farrella
Tony Farrella, Treasurer

Brian King
Brian King, Treatment Steward

As to Form:
Michael Gareau, Jr.
Director of Law

Jim McCutcheon

APPENDIX A-1

July 2015-June 2016: 2%

| <u>Service Department</u> | New Hire | After Completion of 1st year | After Completion of 2nd Year | After Completion of 3rd Year |
|--|----------|------------------------------------|------------------------------------|------------------------------------|
| Laborer A | 20.69 | 21.89 | 23.81 | 24.29 |
| Laborer B | 19.83 | 21.07 | 22.30 | 22.75 |
| Laborer C | 19.25 | 20.46 | 21.54 | 21.97 |
| Laborer D | 18.40 | 19.59 | 20.63 | 21.04 |
| Mechanic | 21.74 | 22.99 | 24.97 | 25.48 |
| Lead Mechanic | 21.93 | 23.23 | 25.21 | 25.71 |
| Mechanic Helper | 20.69 | 21.89 | 23.81 | 24.29 |
| Building Maintenance | 19.83 | 21.07 | 22.30 | 22.75 |
| Senior Building Maintenance | 20.69 | 21.89 | 23.81 | 24.29 |
| <u>Wastewater Treatment - Plant</u> | | | | |
| Lead Mechanic | 21.93 | 23.23 | 25.21 | 25.71 |
| Maintenance Mechanic | 21.74 | 22.99 | 24.97 | 25.48 |
| Maintenance Helper | 20.30 | 21.49 | 22.75 | 23.21 |
| Licensed Operator I | | | | |
| Licensed Operator II | | | | |
| Licensed Operator III | | | | |
| Licensed Operator I Zimpro | | | | |
| Licensed Operator II Zimpro | | | | |
| Licensed Operator III Zimpro | | | | |
| Sludge Solids Handler I | | | | |
| Sludge Solids Handler II | | | | |
| Sludge Solids Handler III | | | | |
| Licensed Operator | 20.69 | 21.89 | 23.81 | 24.29 |
| Operations Laborer I | | | | |
| Operations Laborer II | | | | |
| Operations Laborer III | | | | |
| Operations Laborer | 21.41 | 22.65 | 24.61 | 25.10 |
| Unlicensed Operator | 19.83 | 21.07 | 22.30 | 22.75 |
| Laborer* | 19.13 | 20.46 | 21.54 | 21.97 |
| Lab Technician | 20.55 | 22.11 | 23.32 | 23.79 |
| <u>Wastewater Treatment - Systems</u> | | | | |
| Maintenance Technician | 21.41 | 22.65 | 24.60 | 25.10 |
| Lift Station Attendant | 20.07 | 21.30 | 22.51 | 22.97 |
| Equipment Operator | 20.69 | 21.89 | 23.81 | 24.29 |
| Laborer | 19.48 | 20.69 | 22.51 | 22.97 |

July 2016-June 2017: 2%

| <u>Service Department</u> | New Hire | After Completion of 1st year | After Completion of 2nd Year | After Completion of 3rd Year |
|--|-----------------|---|---|---|
| Laborer A | 21.10 | 22.33 | 24.29 | 24.78 |
| Laborer B | 20.23 | 21.49 | 22.75 | 23.21 |
| Laborer C | 19.64 | 20.87 | 21.97 | 22.41 |
| Laborer D | 18.77 | 19.98 | 21.04 | 21.46 |
| Mechanic | 22.17 | 23.45 | 25.47 | 25.99 |
| Lead Mechanic | 22.37 | 23.69 | 25.71 | 26.22 |
| Mechanic Helper | 21.10 | 22.33 | 24.29 | 24.78 |
| Building Maintenance | 20.23 | 21.49 | 22.75 | 23.21 |
| Senior Building Maintenance | 21.10 | 22.33 | 24.29 | 24.78 |
| <u>Wastewater Treatment - Plant</u> | | | | |
| Lead Mechanic | 22.37 | 23.69 | 25.71 | 26.22 |
| Maintenance Mechanic | 22.17 | 23.45 | 25.47 | 25.99 |
| Maintenance Helper | 20.71 | 21.92 | 23.21 | 23.67 |
| Licensed Operator I | | | | |
| Licensed Operator II | | | | |
| Licensed Operator III | | | | |
| Licensed Operator I Zimpro | | | | |
| Licensed Operator II Zimpro | | | | |
| Licensed Operator III Zimpro | | | | |
| Sludge Solids Handler I | | | | |
| Sludge Solids Handler II | | | | |
| Sludge Solids Handler III | | | | |
| Licensed Operator | 21.10 | 22.33 | 24.29 | 24.78 |
| Operations Laborer I | | | | |
| Operations Laborer II | | | | |
| Operations Laborer III | | | | |
| Operations Laborer | 21.84 | 23.10 | 25.10 | 25.60 |
| Unlicensed Operator | 20.23 | 21.49 | 22.75 | 23.21 |
| Laborer* | 19.51 | 20.87 | 21.97 | 22.41 |
| Lab Technician | 20.96 | 22.55 | 23.79 | 24.27 |
| <u>Wastewater Treatment - Systems</u> | | | | |
| Maintenance Technician | 21.84 | 23.10 | 25.09 | 25.60 |
| Lift Station Attendant | 20.47 | 21.73 | 22.96 | 23.43 |
| Equipment Operator | 21.10 | 22.33 | 24.29 | 24.78 |
| Laborer | 19.87 | 21.10 | 22.96 | 23.43 |

July 2017-June 2018: 2%

| <u>Service Department</u> | New Hire | After Completion of 1st year | After Completion of 2nd Year | After Completion of 3rd Year |
|----------------------------------|-----------------|---|---|---|
| Laborer A | 21.52 | 22.78 | 24.78 | 25.28 |
| Laborer B | 20.63 | 21.92 | 23.21 | 23.67 |
| Laborer C | 20.03 | 21.29 | 22.41 | 22.86 |
| Laborer D | 19.15 | 20.38 | 21.46 | 21.89 |
| Mechanic | 22.61 | 23.92 | 25.98 | 26.51 |
| Lead Mechanic | 22.82 | 24.16 | 26.22 | 26.74 |
| Mechanic Helper | 21.52 | 22.78 | 24.78 | 25.28 |
| Building Maintenance | 20.63 | 21.92 | 23.21 | 23.67 |
| Senior Building Maintenance | 21.52 | 22.78 | 24.78 | 25.28 |

Wastewater Treatment - Plant

| | | | | |
|------------------------------|-------|-------|-------|-------|
| Lead Mechanic | 22.82 | 24.16 | 26.22 | 26.74 |
| Maintenance Mechanic | 22.61 | 23.92 | 25.98 | 26.51 |
| Maintenance Helper | 21.12 | 22.36 | 23.67 | 24.14 |
| Licensed Operator I | | | | |
| Licensed Operator II | | | | |
| Licensed Operator III | | | | |
| Licensed Operator I Zimpro | | | | |
| Licensed Operator II Zimpro | | | | |
| Licensed Operator III Zimpro | | | | |
| Sludge Solids Handler I | | | | |
| Sludge Solids Handler II | | | | |
| Sludge Solids Handler III | | | | |
| Licensed Operator | 21.52 | 22.78 | 24.78 | 25.28 |
| Operations Laborer I | | | | |
| Operations Laborer II | | | | |
| Operations Laborer III | | | | |
| Operations Laborer | 22.28 | 23.56 | 25.60 | 26.11 |
| Unlicensed Operator | 20.63 | 21.92 | 23.21 | 23.67 |
| Laborer* | 19.90 | 21.29 | 22.41 | 22.86 |
| Lab Technician | 21.38 | 23.00 | 24.27 | 24.76 |

Wastewater Treatment - Systems

| | | | | |
|------------------------|-------|-------|-------|-------|
| Maintenance Technician | 22.28 | 23.56 | 25.59 | 26.11 |
| Lift Station Attendant | 20.88 | 22.16 | 23.42 | 23.90 |
| Equipment Operator | 21.52 | 22.78 | 24.78 | 25.28 |
| Laborer | 20.27 | 21.52 | 23.42 | 23.90 |

APPENDIX B



City of North Olmsted
SuperMed Plus Plan
Effective 2015



| 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 | No Subject to Pre-Ex | |
| Blood Pint Deductible | 0 pints | |
| Overall Annual Benefit Period Maximum | unlimited | |
| Benefit Period Deductible – Single/Family ¹ | \$200 / \$400 | \$400 / \$800 |
| Coinsurance | 80% | 60% |
| Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family | \$1,000 / \$2,000 | \$2,000 / \$4,000 |
| Physician/Office Services | | |
| Office Visit (Illness/Injury) | 80% after deductible | 60% after deductible |
| Urgent Care Office Visit | 80% after deductible | 60% after deductible |
| Allergy Testing and Treatments | 80% after deductible | 60% after deductible |
| All Immunizations (including Routine) | 80% after deductible | Not Covered |
| Preventive Services | | |
| Preventive Services, in accordance with state and federal law ⁵ | 100% | Not Covered |
| Office Visit/Routine Physical Exam (One exam per benefit period) | 100% | Not Covered |
| Routine office visit in conjunction with a PAP | 100% | Not Covered |
| Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Immunizations and Laboratory Tests (to age 21) | 100% | Not Covered |
| Routine Mammogram (one per benefit period) | 100% | |
| Routine Pap Test (one per benefit period) | 100% | |
| Routine PSA (one per benefit period) | 100% | |
| All Routine Labs, Tests and X-rays | 100% | |
| Outpatient Services | | |
| Surgical Services | 80% after deductible | 60% after deductible |
| Diagnostic Services | 100% | |
| Physical/Occupational Therapy - Facility and Professional (10 visits then Med Review) | 80% after deductible | 60% after deductible |
| Chiropractic Therapy – Professional Only (Unlimited) | 80% after deductible | 60% after deductible |
| Speech Therapy – Facility and Professional (10 visits then Med Review) | 80% after deductible | 60% after deductible |
| Cardiac Rehabilitation | 80% after deductible | 60% after deductible |
| Emergency use of an Emergency Room ² | \$50 Copay , then 100% | |
| Non-Emergency use of an Emergency Room ^{2,3} | \$50 Copay , then 80% | \$50 Copay , then 60% |

APPENDIX B

| Benefits | Network | Non-Network |
|---|--|----------------------|
| Inpatient Facility | | |
| Semi-Private Room and Board | 80% after deductible | 60% after deductible |
| Maternity | 80% after deductible | 60% after deductible |
| Skilled Nursing Facility (100 days per benefit period) | 80% after deductible | 60% after deductible |
| Additional Services | | |
| Ambulance | 80% after deductible | 60% after deductible |
| Durable Medical Equipment, Prosthetics | 80% after deductible | 60% after deductible |
| Home Healthcare | 80% after deductible | Not Covered |
| Hospice | 80% after deductible | Not Covered |
| Organ Transplants | 80% after deductible | 60% after deductible |
| Private Duty Nursing | 80% after deductible | 60% after deductible |
| Mental Health and Substance Abuse – Mental Health Parity | | |
| Inpatient Mental Health and Substance Abuse Services | Benefits paid are based on corresponding medical benefit | |
| Outpatient Mental Health and Substance Abuse Services | | |

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

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

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

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

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.

²Copay waived if admitted.

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

⁴Not applied to Coinsurance Out-of-Pocket Maximum

⁵Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings as provided for in the Patient Protection and Affordable Care Act.

APPENDIX B



**City of North Olmsted
Prescription Drug Program**

| Benefits | Copay | Day Supply |
|---|---|-------------------|
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age Limit | 26 | |
| Over Aged Child | 28 | |
| | Removal upon End of Month | |
| Formulary Retail Program with Oral Contraceptive Coverage – mandatory mail order after the second retail fill of a prescription drug | | |
| Generic Copayment | \$10 | 30 |
| Formulary Copayment | \$20 | 30 |
| Non-Formulary Copayment | \$30 | 30 |
| Formulary Home Delivery Program with Oral Contraceptive Coverage | | |
| Generic Copayment | \$25 | 90 |
| Formulary Copayment | \$50 | 90 |
| Non-Formulary Copayment | \$75 | 90 |

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.