



AN AGREEMENT

FINAL

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Between

THE CITY OF NORTH OLMSTED

and

OHIO COUNCIL 8 - LOCAL 2681
AFSCME

CLERICAL & TECHNICAL

Effective: July 1, 2015

Expires: June 30, 2018

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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 responsible method of enabling employees covered by the Contract 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 for a bargaining unit of all clerical and technical employees of the City of North Olmsted in the classifications contained in Article 28, with respect to wages, hours and other terms and conditions of employment, excluding all confidential, management and supervisory employees as defined in O.R.C. 4117 and all other employees of the Employer.

ARTICLE 3

NON-DISCRIMINATION

3.01 Both the Employer and the Union recognize their respective responsibilities under the federal and state civil rights law, 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.

3.02 The Employer recognizes the right of all employees and all 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 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 and all benefits provided herein.

ARTICLE 4

CHECK-OFF/FAIR SHARE 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, provided that any employee shall have the right to revoke such authorization.

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 deductions (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 three (3) enclosed and locked bulletin boards: one (1) in the City Hall; one (1) in the Police Station; and one (1) in the Recreation Complex, for notices of Union business, including notices of Union meetings, elections, and other Union-related matters. All notices or other materials 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 one steward and one alternate from each of the following:

1. Building Division, PBX/Receptionist and Engineering
2. Police/Fire Department and Animal Warden
3. Recreation Division
4. Finance, Service Department

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 I of the Grievance Procedure, during their scheduled work time, or other meetings scheduled by the Employer under the Grievance Procedure, during the 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 representative 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, Chapter Chairperson and the Steward from the department involved, but not more than three (3) persons.

When there is a reduction in force, the Union President and up to two (2) other Union officers or stewards shall be retained in preference to all other employees, provided they can perform the available work. The President shall designate the other Union officers or stewards in writing, annually, to the Employer.

6.04 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 the 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 the same to the 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(s) calendar days following receipt of written notice as to whether he wishes to pursue the grievance procedure.

- (a) When an employee is given a disciplinary action including a reprimand, the employee will receive a copy of the disciplinary notice placed in their official personnel file maintained by the Director of Human Resources.
- (b) In imposing discipline on a current charge, the Employer will not base progressive discipline on prior disciplinary action which is more than two (2) years old, except for prior disciplinary action involving cases of violence or theft.
- (c) The Employer shall maintain an individual official personnel file for each employee. The official personnel file shall be located in the Department of Human Resources. No notice will be required to inspect the file by the Union Officer or employees, except that the Union is limited to the last fifteen (15) minutes out of the work shift. The employee may inspect his file during his non-working hours, but in any event should the department Director or his secretary not be available for a file inspection visit his inability to inspect the file at the time shall not be the basis of a grievance.

- (d) The Employer shall insure that all disciplinary documents placed in an employee's official personnel file shall be first initialed and dated by the employee concerned. The initiating of any materials to be placed into any employee's official personnel record does not infer as to the contents of the material, but does acknowledge that he has seen it.

6.05 It is specifically agreed by the Union that this disciplinary procedure, including the grievance procedure, shall be the sole remedy for a non-probationary employee demoted, suspended, terminated or otherwise disciplined under the provision of the Agreement, and the disciplinary procedures and grievance provisions shall prevail.

6.06 The Union shall provide the Directors of Public Service, Human Resources, Public Safety, Finance Director and the Mayor with a complete list of persons that have been selected by the Union to act as Union representatives. The Union shall provide a complete updated revised list within ten (10) working days each and every time a change in representation occurs. The list shall contain the effective date of the change in representation.

6.07 Non-employee representative of AFSCME shall be admitted to the Employer's facility for the purpose of processing grievances or 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 by the Union and the Employer 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 and/or weaken the Grievance Procedure are improper. The Grievance Procedure shall not be used or attempted to be used as a means to present issues that are not relevant to the provisions of this Agreement or attempt to use the Grievance Procedure to modify any term, condition or provision contained within this Agreement.

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 employees by the Union and shall contain the following information at the time the grievance is filed in substantial compliance there with:

- The date the grievance occurred;
- The time the grievance occurred;
- Provide a 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, within seven (7) working days after the employee learned or should have learned of the event upon which the grievance is based. The grievance shall be presented within the last fifteen (15) minutes of the employees' respective shift. The supervisor shall meet with the employee or the employee and his steward within seven (7) working days. The supervisor 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 Department Director within seven (7) working days after the Step 1 answer. The Director and/or his designee representative or representatives shall meet the Local Union President, the steward or his designee within seven (7) working days after the grievance has been filed with the 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. This provision does not apply to employees in the Parks and Recreation Division. Those employees proceed from Step 1 to Step 3.

Step 3: The Union may appeal the grievance to the Mayor or his/her designated representatives by giving his/her notice in writing within seven (7) working days following receipt of the Step 2 answer. The Mayor, and/or his designee, shall meet at a mutually agreed satisfactory time with the President, Steward or designee and the grievant 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, and/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 and 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 thirty (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 in a prearbitration 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 third 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 procedure 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 any employee is discharged, retires, or quits during the probationary period described in Section 1 above, and is later rehired, he shall be considered as a new employee and the subject to the provisions of Section 1.

ARTICLE 9

SENIORITY

9.01 Only regular full-time and regular part-time employees of the Employer shall have seniority. Students and summer employees shall have no seniority rights. A regular part-time employee is one that works twenty five (25) hours per week, but less than forty (40) hours per week on a regular basis. A regular full-time employee is one who is 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 regular part-time/full-time employee. An employee shall have no seniority for the probationary period provided in Article 8, Section 1, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. Seniority will be accrued for regular part-time employees on actual hours worked.

9.03 The Employer shall provide the Union with a copy of the seniority lists and these lists shall be updated every six (6) months. The seniority lists shall be made up by classifications and shall contain in order of date of hire, the name, department, date of hire and classification seniority date of each employee. Seniority lists shall be posted on each Union Bulletin Board.

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

- (a) Quits or resigns;
- (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 fourteen (14) calendar days when recalled from lay-off by certified mail addressed to the employee's last known address as shown on the Employer's records, unless the employee is unable to work due to medically proven disability;
- (e) Is absent without report for five (5) consecutive workdays.

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 when the action took place. 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 workweek for regular full-time bargaining unit employees of the City Hall, Fire Department, Division on Aging, Recreation Department and Police Department shall be forty (40) hours of work, in five (5) days of eight (8) consecutive hours per day, exclusive of the time allotted for meals during the period, Monday through Friday. It is recognized that the

Police Department, and Recreation Department (maintenance employees), and Springvale Golf Course will be staffed on a continuous operation schedule and individual employees will be assigned to work schedules accordingly. For employees who work on Saturday and/or Sunday as part of their regular work week, their first day off shall be considered their Saturday and the second day off shall be considered Sunday for overtime purposes. An emergency is defined to mean not pre-planned or scheduled.

- (a) Maintenance Employees only with the Recreation Department will be given a seven (7) day advance notice of any schedule change.

10.01A The Employer may change the hours of the City Hall clerical employees to work between the hours of 7:30 A.M. to 5:30 P.M., to allow the Employer to have offices open for the public earlier or later than currently provided. Said shift will first be given to volunteers, then any vacancies will be filled with the least senior employee within the department needed.

The Employer will post a notice for said shifts five (5) working days prior to any shift is to begin. The notice shall state the date and time the shift will begin and the expected duration.

This does not preclude employees from requesting staggering or irregular shifts which would accomplish the needs of the Employer, as long as the Department Supervisor approves said changes.

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

10.03 Employees will be paid time and one-half (1 1/2) of their straight time rate of pay for hours worked in excess of forty (40) hours in any one work week. In the interest of Health and Safety, management may send an employee (Recreation Department Maintenance Only) 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 shall be credited toward the forty (40) hour work week requirement for any subsequent overtime worked. 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 16 shall be paid at two times (2x) the employee's straight time rate of pay for hours worked in addition to regular holiday pay in accordance with Article 16. Hours worked on a Sunday shall be paid at two (2) times the employee's straight time rate of pay, except for employees regularly scheduled to work on that Sunday who will receive two (2) times on their second day off that week. Recreation Maintenance employees who work a shift other than a Monday through Friday, shall have two (2) consecutive days off each week.

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 16 of this Agreement.

- (b) Hours of vacation which the employee did not work but for which he received pay pursuant to Article 15 of this Agreement.
- (c) Hours of jury duty or witness duty which the employee did not work but for which he received pay pursuant to Article 20 of the Agreement.
- (d) Employees who are on vacation when a holiday occurs will not be credited with a vacation day and will be paid for the holiday as per Article 16.

10.04 The Employer shall endeavor, insofar as it may be practicable, to make a generally equitable distribution of overtime work among employees within a classification and department who are capable of performing the available work satisfactorily. Employees who are offered overtime, and for any reason refuse or fail to work, shall be credited with the overtime as if they had worked, for the purpose of overtime distribution. In the event that a sufficient number of employees are not available within the classifications for the overtime assignment, qualified employees from a different classification and/or department shall be offered the overtime work and the overtime opportunity shall be distributed as equitably as possible. Seasonal or part-time employees shall not work until all available full-time employees in that Department are offered to work the available overtime.

10.05 For the purpose of Section 6, it shall not be deemed practicable to distribute an overtime opportunity in strict accordance with the overtime lists where: (1) the Employer, in good faith, estimates that the opportunity consists of no more than one (1) hour of overtime work per employee required, or (2) the opportunity arises during an emergency.

10.06 In distributing overtime opportunities, the Employer or its representatives shall not engage in a policy favoring an employee or employees, unless this Agreement requires certain employees to work the overtime.

ARTICLE 11

LEAVE OF ABSENCE

11.01 Military Leave:

Employees shall receive military leave rights and benefits pursuant to the Ohio Revised Code and Federal Law.

11.02 FMLA Leave: A regular full-time employee shall be provided with FMLA leave pursuant to federal law

11.03 Paid Sick Leave: Full and part-time employees shall be granted sick leave for personal illness or injury as follows:

- (a) Paid sick leave shall be earned and accumulated at the rate of four and six-tenths (4.6) hours for every eighty (80) hours paid, excluding overtime.
- (b) Pay for sick leave shall be at the employee's straight time hourly rate (or portion thereof if absent for less than a full day).
- (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 to 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 it believes that an employee is developing an attendance problem, it 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 PERS 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 (1000) hours. 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 the above.
- (f) An employee should make an effort to schedule medical and dental appointments for himself and his family members during non-working hours.
- (g) Sick leave taken the day prior to or the day after a scheduled vacation or holiday will require a medical excuse prior to approval for payment.

11.04 Parental Leave: All employees shall be entitled to parental leave of absence upon the birth or adoption of a child. The duration of the leave shall be flexible at the employee's discretion and shall not be permitted in less than one (1) full day increments. In any event, such Leave shall not extend beyond six (6) months from the date of commencement. An employee shall be entitled to use vacation leave in lieu of being unpaid. If an employee exhausts all vacation leave credit, the employee shall not be paid for parental leave. During any unpaid portion of such leave, the employee shall not accumulate sick leave credits for that period. Employees seeking parental leave must notify the Employer five (5) work days prior to taking leave. This leave runs concurrently with any FMLA leave.

11.05 General Leave Provisions:

- (a) All leaves of absences when known in advance (and any extensions thereof) must be applied for in advance and granted in writing on forms provided by the Employer (copy to the employee). The employee and the Union will be notified within five (5) working days from the date the application was made for approval or denial of the requested leave.
- (b) 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 19 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.

- (c) 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 physically qualified for the job. In the event the Employer questions whether the employee is physically able to do the work, the Employer will require the employee to furnish an Employer supplied medical certificate of a physician supporting his claim of fitness, and the Employer shall have the right to have the employee examined by a doctor of its choice. If disagreement thereafter exists, a third physician shall be mutually selected by the Union and the Employer to determine the issue, and the opinion of the third physician shall be final on the parties. The charges made by the third physician shall be shared equally by the Employer and the Union.

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 12

LAY-OFFS

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

- (a) Students and seasonal employees;
- (b) Part-time;
- (c) Employees who have not completed their probationary period;
- (d) Regular full-time employees within the affected job classification 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.
- (f) For the purpose of this Article, students participating in school or other subsidized related work programs or employees working part-time under county or other subsidized programs shall not be included in the definition of students under subsection (a) or part-time employees under subsection (b) of this Article.

12.02 Regular full-time employees shall be laid off on the basis of their seniority within their classification. When the seniority or service of two or more employees is equal, employees shall be laid off by the drawing of straws. In the event an employee cannot hold his present classification, he shall have the right to "bump" an employee with lesser seniority in an equal or lower rate classification within the bargaining unit, provided the employee has the ability to do the work of the classification.

12.03 Whenever practicable, regular full-time employees shall be given a minimum of two (2) weeks advance notice of layoff.

12.04 In the event an employee is laid off, he shall receive payment for any earned but unused vacation as quickly as practicable, but no later than fourteen (14) calendar days after the lay-off.

ARTICLE 13

RECALL FROM LAY-OFF

13.01 Employees shall be recalled to their classification in accordance with seniority, or to other jobs they are qualified to perform, in accordance with their seniority in the reverse order of their lay-off. An employee on lay-off will be given fourteen (14) calendar days' notice of recall from the date on which the United States Postal Service makes the first attempt to deliver the recall notice by certified mail to the employee's last known address as shown on the Employer's records. An employee shall maintain recall rights for twenty-four (24) months from date of layoff. This period may be extended by agreement between the Employer and the Union.

ARTICLE 14

PROMOTIONS, BIDDING, TRANSFERS AND JOB TRAINING

14.01 Within ten (10) days of when a vacancy occurs within a job classification covered by the terms of this Agreement, that the Employer intends to fill, or a new job is created within the meaning of Article 18 of this Agreement, the Employer shall post a notice of the opening for seven (7) consecutive calendar days on bulletin boards within each department. If the Employer determines that it will not fill a vacant position it will so notify the Union. The notice shall contain the job classification, title, rate of pay, department and a brief job description. Any employee may apply for any such opening posted by filing a written application on forms provided by the Employer, with the appropriate Director on or before the last day of the posting period. Any application not timely filed need not be given consideration.

Whenever the Employer anticipates that a position within a classification that is covered by this collective bargaining agreement is currently occupied will become open within thirty (30) working days as a result of a retirement, termination, resignation or as a result of another job posting and the Employer determines that the position will be retained or filled, it may be permitted to post the position and classification for a period of seven (7) consecutive working days and award the position.

14.02 All timely applications will be reviewed by the Employer and the job shall be awarded within five (5) working days to the applicant who possess the most skill, experience, ability and seniority to perform the job, except those employees moving to a lower rated classification or moving laterally shall be awarded the job in preference to employees seeking a promotion. If no employee who applies has the necessary skill or ability, the Employer shall have the authority to hire outside the bargaining unit. If the Employer chooses to test an employee, the objective portion of testing an employee's skill and ability to operate equipment, shall be given in a fair and equitable manner and will be given on equipment that is required to be used in the job classification. Regular full-time Clerical and Technical Unit personnel may bid on jobs in the Service Waste Water Unit providing no eligible employee within that unit has bid on the job. Job postings for Service/Waste Water unit positions will be posted at the bulletin board locations cited in Article 5. Employees awarded such jobs will be given an opportunity to qualify pursuant

exceed the amount earned in the prior year. Vacation sell back for cash is limited to two (2) weeks.

15.03 If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation and has completed one (1) year of employment with the Employer, he shall receive the prorated portion of any accrued but unused vacation at the time of separation. In case of death of an employee, the unused vacation leave shall be paid to the estate.

- (a) If a day recognized as a holiday by the terms of this Agreement falls within an employee's vacation leave, the employee shall not be credited with a vacation 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.

15.04 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 such vacation time is earned. Vacation time is to be taken on or after the employee's 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.

15.05 All regular full-time employees of this bargaining unit hired after July 1, 1995, shall, after complying with the terms and conditions contained within this Article shall be entitled to 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's 15.02, 15.03 and 15.04 above shall also apply to regular full-time employees hired after July 1, 1995.

ARTICLE 16

HOLIDAYS

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

New Year's Day

Thanksgiving Day

One-half (1/2) Day Christmas Eve
One half (1/2) Day New Year's Eve
Labor Day
One-half (1/2) Day Good Friday
Memorial Day

Friday after Thanksgiving (Eff. 7/1/08)
Christmas Day
President's Day
Independence Day

16.02 In addition to the above holidays, a regular full-time employee shall be entitled to observe three (3) personal days with pay in each years (July 1 through June 30) covered by the terms of this Agreement. The personal days shall be scheduled by mutual agreement between the employee and his supervisor.

16.03 If an employee does not use sick leave for any calendar half (i.e., January – June or July – December) he/she shall receive 20 hours off for each calendar half.

Such bonus days may be taken at a time mutually agreeable to the Employer and the employee. Such bonus days must be taken within one year of accrual. Up to one absence per year for attending a funeral as provided in Article 34 may be used without affecting eligibility for bonus days.

16.04 To be entitled to holiday pay, employees must work the last regular work day before and the first regular work day after the holiday unless excused by the Employer. If any of the above holidays fall on a Saturday or a Sunday, either the previous Friday or the following Monday shall be observed as the holiday.

16.05 Employees who work in a department or division with 24/7 operations may flex any of the holidays, which falls on a Saturday or Sunday, listed in paragraph 16.01, above, with approval of their supervisor. To "flex" a holiday means to schedule a day off for that holiday on a date other than the official date of that holiday. In order to be entitled to receive pay for time off on a flexed holiday, the employee must comply with paragraph 16.03, above, and work the last regular work day before and the first regular work day after the day that is taken off.

ARTICLE 17

CALL-IN PAY

17.01 If an employee does not receive prior notification of call-in during his previous shift, he shall receive a minimum of two (2) hours work or two (2) hours pay, providing the time does not abut the employee's regular work day.

ARTICLE 18

NEW AND CHANGED JOBS

18.01 The parties agree that the jobs presently included in the bargaining unit are such that the typical office and maintenance equipment is currently being utilized. It is not contemplated that there will be any substantial changes in the method of operations, tools or equipment. However, there may be new positions created as support to existing positions in the area of computer technology requiring programming skills or the like. If any such position is established, the Employer shall describe the content of the job and shall establish a pay structure, the job content, etc., of the job.

18.02 If the Union is not in agreement with the rate of pay for the job, it can file a grievance at Step 3 of the grievance procedure within thirty (30) days following the termination of discussions concerning the rate of pay. If the grievance is arbitrated, the arbitrator shall have the authority to recommend the proper rate of pay for the job or the arbitrator shall recommend placing the job within the rate of pay for that classification. Any decision of the arbitrator shall be submitted to the Council of the City of North Olmsted. The Council shall have thirty (30) days to review said decision within which time they may, by a two-thirds (2/3) vote (or 5 votes) of all members of Council, reject the arbitrator's recommendation. If the Council fails to reject the recommendation by the required vote, then the arbitrator's recommendation shall become final and binding and the rate of pay shall be retroactive to the commencement of discussions between the Union and the Employer in accordance with this paragraph. Any rate and classification agreed to by the Employer and the Union or recommended as provided herein by an arbitrator and not rejected by Council shall become part of the wage schedule to this Agreement. In the event. Council rejects the arbitrator's recommendation, as herein before provided, the initial procedure of this paragraph shall be reinstated until a recommendation is accepted or an agreement is reached. The Employer shall not arbitrarily or capriciously reclassify employees or change job descriptions during the life of this Agreement.

ARTICLE 19

HOSPITALIZATION

19.01 The Employer shall provide, pursuant to Appendix A, either individual or Family medical insurance coverage at the employee's option for each full-time employee. The employer shall have the option of seeking alternate health insurance providers or plans.

19.02 Full-time employee(s) participating within either an individual or family plan shall contribute an amount equal to eleven, twelve and thirteen (11% July 1, 2015; 12% January 1, 2016; 13% January 1, 2017) percent of the plan premium or expected cost of such medical plan and the employer shall contribute eighty nine, eighty eight and eighty seven (89% for 2015; 88% for 2016; 87% for 2017) percent of such cost. The employee contribution shall be withheld via payroll deduction not later than the first pay period each month.

19.03 Expected cost or premium is defined as the cost of all medical, hospital, prescription drug and related fees including but not limited to administration fees.

19.04 The employer reserves the right to establish all plans, enrollment periods and regulations.

19.05 The Employer will provide a pretax program for the employees' contribution to health insurance.

ARTICLE 20

JURY, WITNESS PAY AND COURT PAY

20.01 An employee called for and serves jury duty shall be granted a leave of absence for the period of jury service and will be compensated at full pay for absences necessarily caused by the jury duty. The employee shall be entitled to retain jury pay received as reimbursement for expenses incurred in performing jury duty. An employee who is required to be absent from

scheduled work to serve as a witness on a Employer related issue will be paid for time lost from 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 21

SAFETY AND HEALTH

21.01 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. (Recreation Department and Maintenance Personnel Only)

- 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 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.

21.02 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.

21.03 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.

21.04 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.

ARTICLE 22

TEMPORARY WORK LOAD (TWL)

22.01 The Employer and the Union shall attempt through agreement to place partially disabled employees on light-work jobs, which are available or become available during the term of their disability, and which they are qualified to perform. In lieu of a Employer furnished Return to

Work Form, an employee may provide any similar form, or attending physician's written statement, which specifies either the ability to return to work "without limitations" or "limitations" exist from date to date, including any limitations that can be attributed to medication prescribed for the injury or illness.

22.02 The Employer will require that any employee who is disabled off the job, and is absent from work (sick time or leave of absence) for a period in excess of three (3) days to submit an Employer furnished Return to Work Form. Employees injured on the job shall be required to present an Employer furnished Return to Work Form prior to returning to work.

22.03 Once a disabled employee has exhausted his sick leave benefits, the Employer will continue to pay its portion of his paid hospitalization for 90 days.

22.04 Any employee who has received Worker's Compensation Temporary Total benefits may use these benefits to buy back a portion of the paid sick leave time he has expended while on disability leave.

ARTICLE 23

NO STRIKES

23.01 Neither the Union nor any employee or employees will either instigate, promote, sponsor, engage, or participate in, or condone any strike or work slow down. Any employee who participates in, advances, leads or promotes a strike or work slow down shall be subject to disciplinary action up to and including discharge.

23.02 In the event that any breach of the No-Strike or Work Slow Down clause in Section 1 above occurs, the Union's officers shall publicly declare that the strike or work slow down is unauthorized, shall promptly make reasonable, earnest efforts to bring about a prompt termination of the strike or work slow down, and shall continue such efforts until the employees return to work.

ARTICLE 24

MANAGEMENT RIGHTS

24.01 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 25 SUB-CONTRACTING

25.01 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 26 LONGEVITY PAY

26.01 All full-time employees hired prior to January 1, 1987 shall receive longevity pay as additional compensation computed on annual salary as follows:

- 4% after employee completes five (5) years,
- 5% after employee completes ten (10) years,
- 6% after employee completes fifteen (15) years,
- 7% after employee completes twenty (20) years.

Employees under this paragraph shall, effective July 1, 2008, have their longevity pay fixed on their base rate of pay until such time the employee would receive a greater payment under paragraph 26.02, below.

26.02 All full-time employees hired after January 1, 1987 shall, effective July 1, 2012, receive longevity pay as additional compensation to their annual salary as follows:

- \$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 completes twenty (20) years.
- \$2,500 after employee completes twenty five (25) years.

Employees currently receiving six hundred (\$600.00) dollars shall continue to receive such amount until they become eligible for the next step of one thousand (\$1,000.00) dollars.

ARTICLE 27 AFSCME CARE PLAN

27.01 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 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 28**WAGE RATES**

28.01 Effective July 1, 2015, all employees shall be paid in accordance with the following schedule.

Clerical Tech	<u>July 2015-June 2016</u>						
	Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Receptionist/PBX	12.57	13.15	13.73	15.85	16.18	16.50	
Head Cashier	13.55	14.14	14.80	16.08	16.39	16.71	
Secretary II	15.50	16.85	17.21	17.56	18.06	18.50	
Secretary I	18.90	19.74	20.63	21.69	22.12	22.56	
Bookkeeper B	16.30	17.01	17.79	18.59	18.94	19.32	
Bookkeeper A	19.96	20.86	21.73	22.84	23.30	23.77	
Inspectors- Engineering, Chief, Property Maint./ Draftsman/ Survey Crew	20.26	21.17	22.11	23.08	24.10	25.17	25.68
Recreation Dept. Maintenance	19.83	21.07	22.30	22.75			
Lead Building Maintenance	20.69	21.89	23.81	24.29			
Building Div. Inspector HVAC Inspector	23.83	24.92	26.03	27.17	28.40	29.69	30.29
Animal Warden	19.53	19.92					
Animal Warden Euthanasia License	22.28	22.73					
Secretary I (A)	18.90	19.74	20.63	21.04	21.46		
Bookkeeper A (B)	19.96	20.86	21.73	22.16	22.60		

Clerical Tech	<u>July 2016-June 2017</u>						
	Start	1st Year	2 nd Year	3rd Year	4th Year	5th Year	6th Year
Receptionist/PBX	12.82	13.41	14.00	16.17	16.50	16.83	
Head Cashier	13.82	14.42	15.10	16.40	16.72	17.04	
Secretary II	15.81	17.19	17.55	17.91	18.42	18.87	
Secretary I	19.28	20.13	21.04	22.12	22.56	23.01	
Bookkeeper B	16.63	17.35	18.15	18.96	19.32	19.71	
Bookkeeper A	20.36	21.28	22.16	23.30	23.77	24.25	

Inspectors- Engineering, Chief, Property Maint./ Draftsman/ Survey Crew	20.67	21.59	22.55	23.54	24.58	25.67	26.19
Recreation Dept. Maintenance	20.23	21.49	22.75	23.21			
Lead Building Maintenance	21.10	22.33	24.29	24.78			
Building Div. Inspector	24.31	25.42	26.55	27.71	28.97	30.28	30.90
HVAC Inspector							
Animal Warden	19.92	20.32					
Animal Warden Euth. License	22.73	23.18					
Secretary I (A)	19.28	20.13	21.04	21.46	21.89		
Bookkeeper A (B)	20.36	21.28	22.16	22.60	23.05		

July 2017-June 2018

Clerical Tech	Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Receptionist/PBX	13.08	13.68	14.28	16.49	16.83	17.17	
Head Cashier	14.10	14.71	15.40	16.73	17.05	17.38	
Secretary II	16.13	17.53	17.90	18.27	18.79	19.25	
Secretary I	19.67	20.53	21.46	22.56	23.01	23.47	
Bookkeeper B	16.96	17.70	18.51	19.34	19.71	20.10	
Bookkeeper A	20.77	21.71	22.60	23.77	24.25	24.74	
Inspectors- Engineering, Chief, Property Maint./ Draftsman/ Survey Crew	21.08	22.02	23.00	24.01	25.07	26.18	26.71
Recreation Dept. Maintenance	20.63	21.92	23.21	23.67			
Lead Building Maintenance	21.52	22.78	24.78	25.28			
Building Div. Inspector	24.80	25.93	27.08	28.26	29.55	30.89	31.52
HVAC Inspector							
Animal Warden	20.32	20.73					
Animal Warden Euth. License	23.18	23.64					
Secretary I (A)	19.67	20.53	21.46	21.89	22.33		
Bookkeeper A (B)	20.77	21.71	22.60	23.05	23.51		

28.02 All employees shall be placed on the salary schedule according to their years of service and will progress through the schedule on their anniversary date of hire. The Employer may advance step hire based Building Inspectors on recruitment needs and the employee's qualifications.

28.03 Any employee who is promoted to a higher rated position shall be placed on the step in the new position's schedule that guarantees the employee a wage increase. Thereafter, the employee shall progress through the schedule on the employee's promotion date.

28.04 Employees occupying the positions of Animal Warden, Recreation Department Maintenance, Lead Building Maintenance and Engineering Inspector/Survey Crew Member/Survey Crew Chief/Building Inspector/ Property Maintenance Inspector/ Chief Inspector shall receive an annual boot allowance of three hundred seventy-five (\$375.00) dollars.

28.05 Employees occupying the position of Building Division Inspector/HVAC Inspector, upon obtaining a second State of Ohio license and certification, shall receive an additional fifty (50¢) cents per hour. Employees with three (3) or more licenses shall receive an additional fifty (50¢) cents per hour for each license not to exceed \$1.50 per hour. Employees within this position without a first certification or license shall be paid at a base rate of fifty (50¢) cents per hour less than the base rate in the above schedule. Trainee licenses are not considered a first license.

28.06 Any employees occupying the position of Secretary 2 or Bookkeeper B who were paid pursuant to either the Secretary 1 or Bookkeeper A pay scale due to passing a qualification test or certification/degree shall receive payment pursuant to the Secretary 1(A) and Bookkeeper A(B) scales.

28.07 All forms of compensation shall be paid by electronic deposit. In the event an employee is deemed un-bankable, the Employer will meet with the employee to attempt to remedy the problem.

28.08 Recreation Department Maintenance employees who maintain a Class A, CDL will be paid an additional thirty-five (35¢) cents per hour for all hours worked.

ARTICLE 29

PREMIUM PAY

29.01 Employees assigned to work in the Police Department and/or the Recreation Complex Maintenance Personnel on a regular night shift, and those employees while assigned a rotating night shift, shall be paid an additional seventy five (\$.75) per hour for all hours worked on a night shift.

ARTICLE 30

CONFORMITY TO LAW

30.01 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 for any such existing or future law shall not effect the validity of the surviving provisions.

30.02 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 controlled by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect 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. In the event of an unlawful determination, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful alternative provision. Nothing contained in this Article shall be constructed so as to diminish any right or benefit negotiated by the parties and contained in this Agreement.

ARTICLE 31

TOTAL AGREEMENT

31.01 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.

ARTICLE 32

OBLIGATION TO NEGOTIATE

32.01 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 the right and opportunity are set forth in this Agreement.

32.02 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 the 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.

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

ARTICLE 33

WORK BY SUPERVISORS

33.01 Supervisors will not perform bargaining unit work to the extent that results in layoff, a reduction in work force, or reduction of hours of work by bargaining unit employees. Except for

ARTICLE 36

DURATION

36.01 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 16th preceding expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 18th day of

December 2015.

OHIO COUNCIL:

CITY OF NORTH OLMSTED:

By: Marquez P. Brown
Marquez Brown
Staff Representative

By: Kevin M. Kennedy
Mayor Kevin M. Kennedy

LOCAL 2781 AFSCME, AFL-CIO:
By: Dennis Gareau
Dennis Gareau, Sub-local President

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

Negotiating Committee Members:
[Signature]
Jamie Scand
[Signature]

Donald Glauner
Donald Glauner
Director of Public Service/Safety

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

Appendix A



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 A

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 A

 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.

APPENDIX B

Police Department Secretaries I and II

ARTICLE 1 HOURS OF WORK

Police Department Secretaries shall be paid at time and one-half (1 1/2) times the employee's straight rate of pay for all hours worked in addition to regular holiday pay in accordance with Article 16.

ARTICLE 2 LEAVE OF ABSENCE

INJURY ON DUTY: Secretaries working within the Division of Police while actually performing Matrons duties who are temporarily incapacitated from a sudden and accidental injury to the degree that the employee cannot perform secretarial duties, said injured Secretary, shall be eligible to use up to one hundred twenty (120) hours (15 working days) of sick leave at the discretion of the Safety Director without such sick leave use affecting the individuals accumulated sick leave credit nor the employees attendance bonus days. To be eligible, the injury must be a direct result of work performed as a Matron and shall not be a result of slipping, tripping, falling, lifting, or other injuries that may occur while performing duties other than Matron duties.

ARTICLE 3 MATRON DUTIES

Police Secretaries assigned to the Police Department who are called-in to perform Matron duties shall not be required to perform any other duties for the duration of the call-in and shall be paid three hundred fifty (\$350.00) dollars annually for performing Matron duties. The City agrees to at least four (4) hours of training on proper search and defense procedures each year. The City agrees to provide safe working conditions for all Police Secretaries performing Matron duties. Additionally, the City agrees to provide in-house training and education with respect to Matron duties. All reasonable requests for training and education for relevant schooling will be considered, but not unreasonably denied. The Matron Duty Pay will be paid on the first full pay after the execution of the contract. Thereafter, Matron Duty Pay will be issued the first pay in July of each year for the remainder of the contract.

ARTICLE 4 UNIFORMS

Police Secretaries within the Police Department shall be required to wear uniforms in accordance with the regulations of the Police Department. Police Department Secretaries shall be required to purchase the prescribed uniform. The City shall annually pay the amount of \$925 for 2015, and \$675 for 2016 and 2017 as clothing allowance to each such employee.

The aforementioned clothing allowance shall be paid in the month of December each year of this agreement. Employees transferred, promoted and/or newly hired shall receive the listed clothing allowance within thirty (30) days following the effective date of the transfer, promotion or hiring date.

ARTICLE 5

ACCUMULATED OVERTIME HOURS

On January 15, April 15, July 15 and October 15 of each year, each member of the Police Department shall be paid for all overtime hours accumulated in excess of one hundred twenty (120) hours for the three (3) calendar month period immediately prior to the above dates of January 15, April 15, July 15, and October 15. Any payment as set forth above shall be paid at the rate of pay applicable to each employee according to his Police Department classification, and payments shall include longevity earned.

ARTICLE 6

COMMUNICABLE DISEASES

6.1 The parties hereto agree that the duties of the employees of the Division of Police are such that said employees are exposed to disease as a result of their assigned duties. It is the intention of the parties to provide to said employees, salary continuation benefits when an employee contracts an illness as hereinafter specified.

6.2 In the event that a full-time employee of the bargaining unit should become ill due to contact with AIDS, HIV, Hepatitis 1 Tuberculosis, Meningitis or MRSA and such illness has so incapacitated the employee that he temporarily is unable to work, the Police Chief shall investigate and determine whether the illness is work related and of a temporary nature. The Police Chief shall then forward his finding to the Safety Director who shall determine the nature and extent of the illness and how contracted, including circumstances thereof. If after consideration of the totality of the facts the Safety Director determines that said disease was contracted during employment and is of a temporary nature requiring medical leave, the Safety Director shall authorize the full payment of the employee's regular salary for a period of ninety (90) days.

6.3 If after ninety (90) days, an illness still temporarily incapacitates the employee, the Safety Director shall recommend to Council whether to continue salary. Council shall forthwith review the matter and by a majority vote determine whether the employee shall continue to receive full salary during recuperation.

6.4 Provided the City is a state funded Employer with the Bureau of Workers' Compensation any bargaining unit member who qualifies for benefits under this section shall be required to pay over to the City any amount received from the Bureau of Workers' Compensation as supplemental wages. Further, if at any time the City determines on the basis of medical evidence that the employee is permanently disabled and will no longer be able to carry on his duties, then the City may terminate payments and insist that the employee go on a pension program.

6.5 Any employee that qualifies for the benefits under this Section shall not have his accumulated sick time reduced because of a qualified illness which occurred while in the line of duty.

6.6 In the event that an employee has been injured or exposed to a toxic substance or to an infectious disease in the course or scope of his employment and is sent to the hospital for testing, treatment and/or preventative measures, and Workers' Compensation subsequently determines that there is no injury sustained, all bills pertaining to the employee's testing, treatment and/or preventive measures shall be the responsibility of the City of North Olmsted.