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**AGREEMENT BETWEEN**  
**THE CITY OF COSHOCTON**

**AND**

**THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,**

**LOCAL 2551**

**AND**

**OHIO COUNCIL 8, AFL-CIO**

**EFFECTIVE: AUGUST 1, 2015**

**EXPIRES: JULY 31, 2018**

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**ARTICLE 1  
STATEMENT OF PURPOSE**

The City of Coshocton, hereinafter referred to as the “Employer”, and Local 2551 and Ohio Council 8, both of the American Federation of State, County and Municipal Employees, (AFSCME), AFL-CIO, hereinafter referred to as the “Union”, hereby enter into this Agreement for the purpose of complying with the requirements of Chapter 4117 of the ORC and set forth the full and complete understanding and collective bargaining agreement between the parties pertaining to wages, hours, terms and conditions of employment for those employees included in the classifications in the bargaining unit as defined herein.

**ARTICLE 2  
UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative and bargaining agent with respect to all matters pertaining to wages, hours and all other terms and conditions of employment in the following appropriate unit:

INCLUDED: All employees of the City of Coshocton listed below:

Health-Home Health Clerk/Registrar	PW Cemetery Supervisor
Laborer	
Pre-Treatment Coordinator	PW Maintenance Electrician
Utility Billing Supervisor	PW Maintenance-Mechanic
Utility Billing Clerk	PW Maintenance-Facilities      Water
Distribution Worker Entry, 1,2	PW Street Supervisor
Water Plant Lead	PW Worker 1,2
Water Plant Operator Entry, 1, 2, 3	PW Secretary
Wastewater Plant Lead Operator	
Wastewater Plant Operator Entry, 1, 2, 3	
Water Meter Service Worker1	
Water Meter Reader	

EXCLUDED: All management level employees, confidential employees, professional employees, seasonal and casual employees and supervisors as defined in the Revised Code, including:

All employees of the Fire Department	Auditor-Deputy
All employees and officers of the Municipal Court	Auditor Clerk
Safety-Service Director	Clinic/BCMH Nurse
Executive Assistant	Director of Environmental Health
City Hall Custodian	Home Health Nurse Supervisor
Health Commissioner/Medical Director	Home Health OBQI/Training Nurse
Director of Nursing/Deputy Health Commissioner	Home Health Nurse
Council Clerk	Home Health Aide
Income Tax Administrator	Assistant Law Director 1-Prosecutor

Income Tax Clerk F/T, P/T  
Seasonal Worker  
Utilities Director  
Utility Distribution Supervisor  
Utility Maintenance Supervisor  
Utility Administrative Assistant  
Wastewater Plant Superintendent  
Water Plant Superintendent

Law Director 2  
Law Director 3/Investigator  
Legal Secretary  
Parks & Recreation Director  
Public Works Director  
Public Works Assistant Director

**Section 2.** The employer agrees that welfare workers shall not be assigned nor permitted to perform bargaining unit work except that the parties agree that welfare/workfare workers shall only be permitted to perform unit work of 1) litter control; 2) lawn maintenance; 3) general housekeeping/janitorial work. Such work shall be limited to a total of up to 10 workers on a Monday through Friday day shift work week only. Exceptions – It is understood that such employees, if in the Cemetery division, may only be assigned leaf raking duties, lawn trimming duties and litter control, and such workers in the street department may only operate non-riding mowers/tractors in lawn maintenance. Either party may cancel this exception provision upon (10) days notice. (Currently Memorandum, of Agreement F).

### **ARTICLE 3 MANAGEMENT RIGHTS**

#### Section 1. Statement of Management Rights

- A. The management and direction of work forces in the interest of maintaining and improving efficiency in all municipal operations is reserved to the City, subject to the provisions governing the exercise of these rights as expressly provided herein by this contract. The city retains the sole and exclusive right to:
1. Plan, direct and control City operations and the work of City employees;
  2. Hire, promote, demote, transfer (permanently or temporarily), assign, layoff, recall and retain employees in positions within the City;
  3. Discipline, suspend and discharge employees for just cause;
  4. Maintain the efficiency of City operations;
  5. Maintain, expand, reduce, alter, consolidate, merge, relocate, transfer or terminate work or other operations;
  6. Determine, create, maintain, expand, reduce, alter or abolish the means, methods, materials, processes, procedures, products, tools, equipment, locations or schedule or work or other operations;

7. Determine, maintain expand, reduce or alter employees' compensation or benefits;
  8. Determine, create, maintain, expand, reduce, alter or abolish new or existing jobs;
  9. Determine, create, maintain, expand, reduce, alter or abolish and enforce rules governing employee conduct and other operations;
  10. Determine, create, maintain, expand, reduce, alter or abolish hours, days or shifts or work;
  11. Subcontract work or other operations to outside companies; and
  12. Take such other actions as the City may deem necessary to carry out its mission.
- B. The enumeration of the City's rights, as set forth in this Article, shall not be deemed to exclude other rights of management not specifically set forth herein since the parties expressly agree that the City retains all legal rights to which it is entitled as an employer and retains all other rights not otherwise covered by this Contract, whether or not such rights have been exercised in the past.

#### **ARTICLE 4 PROBATION PERIODS**

**Section 1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee earns compensation from the Employer and shall continue for a period of one hundred and twenty (120) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

**Section 2.** A newly promoted employee will be required to successfully complete a probationary or trial period in his newly appointed position. The probationary or trial period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of ninety (90) days that by mutual agreement can be extended thirty (30) additional days. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary or trial period.

**ARTICLE 5**  
**DUES DEDUCTION/CHECK-OFF**

**Section 1.** The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed checkoff card for the employee. Each eligible employee's signed checkoff card shall be honored by the Employer for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Union, in accordance with the Checkoff Agreement, that the checkoff authorization has been revoked, at which point the payroll deduction will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer.

Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall designate, in writing, the address where the checkoff monies shall be remitted.

**Section 2.** The payroll deduction shall be made for dues, fees, assessments, and other appropriate deductions, by the Employer each pay period. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied.

**Section 3.** Monies deducted pursuant to the provisions of this section shall be remitted to the Union within the next pay period following such payroll deductions. Each remittance shall be accompanied by the following alphabetical lists: 1) for employees for which deductions were made, the name, department, and amount deducted; 2) the name of each employee whose name has been dropped from the prior checkoff list and the reasons for the omission.

**Section 4.** The union will hold the employer harmless for all monies deducted and remitted to the union pursuant to the provisions of this contract.

**Section 5.** It is agreed that neither the employee nor the union shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.

**Section 6.** The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues, fees, or assessment deduction.

**Section 7.** All bargaining unit employees who are not members in good standing of the Union shall be required to pay a Fair Share Fee to the Union as a condition of continued employment.

All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a Fair Share Fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this agreement, whichever is later as a condition of employment.

The Fair Share Fee amount shall be certified to the Employer by the Union. The deduction of the Fair Share Fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union for Fair Share Fees deducted shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the names, social security number and address of those employees who had a Fair Share Fee deducted along with the amount of Fair Share Fee deduction.

## **ARTICLE 6 UNION REPRESENTATION**

**Section 1.** The Union agrees to provide the Employer by letter from Ohio Council 8, the names of the professional staff representatives who will normally service the Local.

The Employer agrees to permit one (1) State level Union representative and Union President or designee to the City's facilities and work sites during working hours upon advance notice to the Employer. Such visitation shall be for the purpose of participating in the adjustment of grievances and attending labor management, safety, or other meetings or provisions as permitted herein.

**Section 2.** The Union agrees to provide the Employer a list of local officers' and representatives' names, and addresses, and positions held. The Union agrees to keep the list current.

**Section 3.** The Employer will recognize one (1) steward per major unit - Water, Wastewater, Cemetery, City Hall, and Street. Any of the designated stewards may act as a Chief Steward who may operate as and in place of any stewards when the Union deems necessary in the absence of the regular steward, and any new locations employing bargaining unit classifications, to act in accordance with the provisions of this Article or Agreement.

**Section 4.** The Local President or designee has the same rights and privileges as the steward and may act in his place.

**Section 5.** A steward involved in representation of an employee at a grievance presentation or disciplinary conference, will be permitted to leave his work and work area to represent the member at the meeting, provided the steward has received approval from this supervisor through prior notice, and provided the steward notifies his supervisor of his time of departure from and upon his return to the job. Approval will not be unreasonably withheld. The Employer will provide a log for this purpose.

If the meeting is scheduled during the steward's duty hours, the steward shall not suffer any loss of pay while attending the meeting.

**Section 6.** An employee shall not be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

**Section 7.** The needs of the City shall not be interrupted by the processing or investigation of grievances. Union stewards will normally conduct such business at the start of their respective shift and conclude as quickly as possible. The steward will advise their respective supervisor when he begins and ends this activity. If in the judgment of management the privilege is being abused, the steward will cease his activity and return to work. Such action and judgment will not be arbitrary or unreasonable.

**Section 8.** Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement.

B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.

C. The Employer agrees to provide the Union President or his designee and Ohio Council 8 Representatives access to all employee personnel records/files defined as "public records" with the exception as provided in Ohio Revised Code Section 149.43, in order to process complaints, grievances, appeals and other provisions.

D. The Union may use the Employer's facilities and meeting rooms during times when such facilities are open during business hours at no charge when scheduled and approved prior to Union use.

**ARTICLE 7**  
**LABOR/MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound labor/management relations, the Employer and/or his designees shall meet with not more than two (2) employee representatives and one (1) professional staff representative of the Union when notified, but not to exceed once every six months, to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

**Section 2.** An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes made by the City which affect bargaining unit members of the Union;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. To consider and discuss health and safety matters relating to employees;
- G. By mutual agreement, other matter appropriate to the parties.

**Section 3.** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 4.** Labor/management meetings are not intended as negotiation sessions to alter or amend the basic Agreement.

**Section 5.** Bargaining unit employees representing the Union, as authorized by this Agreement, in labor/management meetings shall be given sufficient time without loss of pay or benefits to attend these meetings, if held during working hours, provided operational needs do not require the employee's presence at the work site. The Employer shall not be required to pay employees for attending during their non-working hours.

**ARTICLE 8  
NON-DISCRIMINATION**

**Section 1.** No person or persons or agencies responsible to the Employer, nor the Union and its officers, shall discriminate for or against any employee on the basis of race, creed, color, national origin, sex, marital status, age, political affiliation, disability, or membership or non-membership in the Union.

**Section 2.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 3.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

**Section 4.** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**Section 5.** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**ARTICLE 9  
WORK RULES**

**Section 1.** Reasonable work rules relating to the conduct of employees during working hours may be promulgated by the Employer. Any employee, upon whom such rules are enforced, may challenge the application of the rule through the Grievance Procedure as established by this Agreement.

**Section 2.** Work rules formulated after the effective date of this Agreement shall be reduced to writing and posted on all bulletin boards for a period of fourteen (14) days before the rules becomes effective. The Employer will provide the Union President and Council 8 Representative a copy of a new or modified intended work rule 5 days before it is posted. The Union may request a meeting to discuss any new or modified work rule within 5 days of being provided

notice. If such timely request is made, the new or modified rule shall not be posted until after the meeting occurs. All new bargaining unit employees for the duration of this Agreement shall be supplied by the Employer, with a personal copy of work related rules as will all other employees not members of the bargaining unit.

**Section 3.** It is agreed that work rules, employee handbooks, policy manuals, rules or regulations that conflict with any term or provision of this Agreement are null and void and the Collective Bargaining Agreement shall supersede and prevail as to any conflicts except as provided for in Section 4117.10 of the Ohio Revised Code.

## **ARTICLE 10 CORRECTIVE ACTION**

**Section 1.** Bargaining unit employees shall only be disciplined for just cause and no employee shall be reduced in pay or position or job, suspended or removed, or otherwise disciplined except for reasons of incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or failure of good behavior.

**Section 2.** Where applicable, when the City applies disciplinary or corrective measures, the corrective progressive procedure shall follow the Personnel Policy Manual except where in conflict with the CBA. The Progressive Disciplinary steps shall be:

1. Verbal reprimands
2. Written reprimands
3. Suspensions
4. Discharge

If the Employer has reason to discipline an employee, it shall be done in a private businesslike manner in order to avoid embarrassing the employee before other employees or the public. The employee shall acknowledge receipt of the disciplinary action taken.

Parties recognize that certain offenses, including but not limited to those described in Article 10.4.A, are subject to more serious discipline, including and up to discharge, even on the first offense.

An employee who is requested to meet or confer with a supervisor and who reasonably believes that disciplinary action may result from the meeting, may have his Union steward attend with him.

**Section 3.** When any disciplinary action more severe than a written reprimand is intended, the City shall, before or at the time such action is taken, notify the employee and the Union President in writing of the specific reason(s) for such action.

**Section 4.** A. . Except in instances where the city determines the employee is found guilty of gross misconduct, discipline shall be applied in a corrective, progressive and uniform manner in accordance with the Personnel Policy Manual existing as of the effective date of this contract. Such administered discipline is subject to the grievance procedure of Article 11 of this Agreement with Verbal Warnings and Written Warnings able to be grieved but not arbitrated, and Suspensions and Discharges able to be grieved and arbitrated .

Certain offenses, constituting gross misconduct, are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not limited to the following:

1. Sick leave abuse and/or fraud
2. Absence without leave or notice;
3. Excessive tardiness (defined as more than five (5) occurrences in a 12 month period with the employee receiving notice upon incurring 4 occurrences and may receive progressive discipline after two occurrences);
4. Excessive absenteeism defined as more than 8 occurrences of absence within a twelve (12) month period. An occurrence of absence is defined as an absence of part of, or of one or more consecutive scheduled or call-in work days, not covered either under FMLA, Funeral Leave, work related injury, temporary total disability, or pre-approved vacation.

B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

**Section 5.** Records of verbal reprimand shall cease to have force and effect one (1) year after effective date, written warnings after eighteen (18) months, and suspensions after two (2) years, so long as the employee has no further discipline during that period.

**Section 6.** If a bargaining unit member disagrees with any suspensions or termination disciplinary action taken, he may appeal the action through the use of the grievance procedure beginning at Step 3 by the employee or the Union.

**Section 7.** If a holiday observed by this Agreement occurs during a period of suspensions, the holiday shall be considered as one of the suspension days provided for in the disciplinary action and pay for such day will be forfeited.

**Section 8.** Bargaining unit employees shall not be used in the issuing of any type of disciplinary actions taken against other bargaining unit employees.

**ARTICLE 11  
GRIEVANCE PROCEDURE**

**Section 1.** The term “grievance” shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement by the Employer. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

**Section 2.** Where the alleged grievance is of the nature that it qualifies for appeal outside the provisions of this Agreement, the aggrieved employee shall utilize that appeal procedure in accordance with the rules of that body or jurisdiction, and the alleged grievance shall not be appealable in accordance with the terms of this Section. This grievance procedure shall be the exclusive appeal process for matters only under and within this Agreement.

**Section 3.** All grievances must be processed at the proper step in order to be considered as subsequent steps. The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to lapse without further appeal. Where an employee does not elect to be represented by the Union at any step of the grievance procedure excluding Step 4, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement. Any grievance not appealed by the Employer or the Union within the time limits provided herein shall be considered resolved based upon Management’s last answer.

Any grievance not answered by Management within the stipulated time limits may be advanced by the Employer or the Union to the next step in the grievance procedure. All time limits on grievances may be extended upon written mutual consent of the parties.

**Section 4.** It is the mutual desire of the Employer and the Union to provide for the prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed.

**Step 1.** In order for an alleged grievance to receive consideration under this procedure the grievant, with the appropriate Union steward, must identify the alleged grievance to the employee’s immediate supervisor within five (5) work days of the employee’s knowledge of the problem, that gave rise to the grievance.

Step 2. If the grievance is not resolved in Step 1, the employee with the appropriate Union steward shall reduce the grievance to writing and shall within five (5) work days, refer the grievance to the appropriate supervisor at Step 2 of the grievance procedure. The appropriate member of supervision shall have five (5) work days upon receipt of the grievance in which to schedule a meeting if he deems such necessary with the aggrieved employee and his representative. The appropriate supervisor shall investigate and respond in writing to the grievance within five (5) work days following the meeting date.

Step 3. If the grievance is not resolved at Step 2, the employee, with the appropriate Union steward, may refer the grievance to the Mayor or designee, within five (5) work days after receiving the Step 2 reply. The Mayor or designee shall have five (5) work days in which to schedule a meeting with the aggrieved employee and his appropriate Union representative, be he local or staff. The Mayor or designee shall investigate and respond to the grievant and/or appropriate Union representative within five (5) work days following the meeting.

Step 4. Arbitration. If the grievance is not satisfactorily settled in Step 3, the Union may file for arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered and received by the Union in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration, within the time limits prescribed, the grievance shall be considered resolved or withdrawn based upon the third step reply. Upon receipt of a request for arbitration the Employer or his designee or representative of the Union shall within sixty (60) working days following the request for arbitration request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Services. The parties will make every effort to agree on a submission agreement outlining the specific issues to be determined by the Arbitrator prior to requesting the list. Upon receipt of the list of seven arbitrators the parties shall meet or telephone to select an Arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Services. The party will alternately, by case, strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Services and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Services. The Arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles and/or Sections of this Agreement in questions. The Arbitrator's decision shall be consistent with applicable law.

The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement, nor add to or subtract from or modify the language therein in arriving at this determination on any issue presented that is proper within the limitations expressed herein. The Arbitrator shall expressly confine himself to the precise issues submitted for arbitration.

The Arbitrator shall be without authority to order any right or relief on the alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure except in cases of suspension or discharge.

Findings of the Arbitrator will be final and binding on both the Union and the Employer. Any cost involved in obtaining the list of arbitrators shall be shared by the parties in equal proportions.

All costs directly related to the services of the Arbitrator shall be shared by the parties equally. Expense of any witnesses outside the employ of the Employer shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's transcript. If a party desires the original transcript be transcribed, he shall bear the costs of said original transcription. If the original transcript has been ordered by a party, the other party may secure a copy at the court reporter's regular charge for said copy.

**Section 5. Mediation** Prior to Step 4 Arbitration, the parties may mutually agree to mediate a grievance prior to the selection of the Arbitrator. The mediator shall be chosen by mutual agreement between the parties. The mediator shall not be used as the Arbitrator, should mediation fail and the grievance goes to arbitration. Costs of the mediation shall be split between the parties.

**Section 6.** All grievances must contain the following information to be considered and must be filed using the grievance form provided by the Union.

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed and name of supervisor with who the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.

6. The location where the grievance occurred.
7. A description of the incidence giving rise to the grievance.
8. Specific Articles and Sections of the Agreement violated.
9. Desired remedy to resolve the grievance.
10. Date the grievance was returned to Union.

**Section 7.** The Union shall have the right to initiate and file a policy and/or group grievances which affects all or a group of employees by filing such grievances listing the affected classification at Step 3 of the grievance procedure within five (5) working days after its occurrence, or after it has become known to the Union.

**Section 8.** Any grievance that originated from a level above the first step of the grievance may be submitted directly to the step or level from which it originates.

**Section 9.** For purposes of this Article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party and the work days of the Employer when the Employer is the responding party.

**Section 10.** The Employer shall provide the Union with a list of Management's designated representatives for each step of the grievance procedure.

**Section 11.** Grievance forms shall be provided by the Union per the format agreed to by both parties.

**Section 12.** The grievant, representatives, officers and witnesses shall not lose pay or benefits off the employees working hours when attending and called for grievance or arbitration procedures.

## **ARTICLE 12 NO STRIKE/NO LOCKOUT**

**Section 1.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Coshocton.

**Section 2.** The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work

stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer during the term of this Agreement. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such notice, the Employer shall have the option of seeking appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined up to including discharge, and only the question of whether or not he/she did in fact participate in, or promote such action shall be subject to appeal.

**Section 3.** The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement so long as employees do not violate Section 2 of this Article.

**Section 4.** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike, only after exhausting the remedies herein of this Article or of this Agreement.

## **ARTICLE 13 SENIORITY**

**Section 1.** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A separation from employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

**1a. Seniority - Part time Employees -** Effective July 1, 1997, if a part-time employee becomes a full-time employee, without a break in continuous service, their seniority shall be computed from their last date of hire, as a part-time employee.

The City and the Union agrees that benefits and wages vary between full-time and part-time employees and there shall be no displacement rights between the two groups within this bargaining unit.

**Section 2.** An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**Section 3.** Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff. However, time spent on layoff shall not be credited toward seniority time.

**Section 4.** New hires shall have no seniority during probationary period. However, upon successful completion of the probationary period, seniority shall be computed from the date of hire.

**Section 5.** Seniority shall be utilized in the preferential scheduling of vacations, when exercised during the scheduling period; for shift preference within occupied classifications, when a vacancy is determined to exist; and other purposes based on the needs of the City and as provided elsewhere in this Agreement.

**Section 6.** Full-time and part-time employees shall have separate seniority lists. There shall be no displacement rights between full-time and part-time.

**Loss of Seniority:** An employee shall lose his seniority within the City for any of the following reasons:

1. Failure to return from leave of absence at termination of approved leave.
2. Discharge for just cause.
3. Voluntary quitting or retirement.
4. Failure to respond to recall notice.
5. Layoff in excess of twenty-four (24) months of a permanent employee.

**Section 7.** Any bargaining unit employee who hereafter is promoted or transferred to a job outside of the bargaining unit shall retain such bargaining unit seniority as is provided in this agreement, but he or she shall not accumulate additional bargaining unit seniority after the date of said promotion or transfer.

If the Employer should return an employee to a job within a bargaining unit with a one (1) year period, his or her name shall be restored to the bargaining unit seniority list with seniority to be determined according to Section 7 of this article.

**New hires:** Any new hires without a license will receive seniority in the Water Department while in training. New hires will be required to obtain the Water distribution License first.

Any new hire with a license will receive seniority in the department or departments that a license is held as the date he or she was hired.

## **ARTICLE 14 VACANCY AND PROMOTIONS**

**Section 1.** The parties agree that all appointments to positions/classifications covered by this Agreement, other than the original appointments from eligible lists, shall be filled in accordance with this Article.

**Section 2.** Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employee's bulletin board for five (5) working days (Appendix "A"). During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer (Appendix "B"). The Employer shall not be obligated to consider any application submitted after the posting date or who do not meet the minimum qualifications for the job.

**Section 3.** Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant bargaining unit position pending the Employer's determination to fill the vacancy on a permanent basis. However, such temporary filling of a vacancy shall be posted in accordance with Article 14.3, and limited to a sixty (60) day period for any one (1) employee during any six (6) month period. Selections for such temporary needs will be made on the basis of the most senior qualified available person as determined by the supervisor of that department based on job descriptions. Furthermore, labors will only be used as a last resort.

**Section 4.** All timely filed applications shall be reviewed and selection made by the Employer considering the following criteria; applicant's experience, work record, qualifications and seniority with seniority given preference by the Employer for such selection, when other qualifications are considered reasonably equal.

### Selection Process -

A. The Employer shall first determine who among the applicants meets the requirements of the open position. Those who are qualified will be interviewed by the City.

B. All timely applicants and the Local Union President will be forwarded a copy of the Notice of Selection (Appendix "C") upon selection by the Employer.

**Section 5. Absentee Bidding:** Any eligible employee on authorized leave of absence of less than thirty (30) days may submit a job bid request for a given classification prior to departure on

said leave. Should a position occur in the job so requested, his application will be considered as if he were present.

**Section 6. Probationary Period:** Internal bidders selected under this process shall have a ten (10) day period to request a return to their former classification without prejudice.

During a ninety (90) day trial period the Employer shall return the employee to his former position if a level of satisfactory performance is not obtained. Satisfactory performance is defined as performing the duties under no more supervision than others occupying the same classification. By mutual agreement between the City and the Union can extend the probationary period by thirty (30) additional days.

**Section 7.** Effective July 1, 2009, people who are hired or who bid into a Water, Wastewater or Distribution department licensed job must obtain their Class 1 (One) license no later than the taking of four (4) consecutive tests after beginning said job. Taking the test at each opportunity it is offered by the Ohio EPA is mandatory. Failure to do so may result in employee being placed in an available open position within the City if one **exists or placed on layoff status if an available open position does not exist. A layoff under this provision shall not, however, affect the City's right to hire and retain seasonal and part-time employees.**

**An employee seeking a Certification above #1 shall have the exam cost reimbursed upon presenting the evidence of the scores, except the reimbursement shall be limited to only two test for the same advanced certification. An employee will be paid for the work day spent taking the test but only upon attaining a score of 60% or higher and limited to only two test per advanced Certification sought.**

## **ARTICLE 15 TEMPORARY TRANSFERS**

The Union and the Employer recognize the operational need to reassign personnel on a short term basis to meet the needs of the City.

For reasons such as absenteeism, equipment failure, vacations, sick leave, and snow emergencies, City personnel may be reassigned as needed.

Employees so assigned will receive the base rate of the position so assigned or their own rate, whichever is higher, for all hours worked in the temporary position.

This clause shall not be used or interpreted to avoid the payment of entitlement of overtime.

Experience or training gained while assigned for a temporary transfer shall be a factor to consider as part of an employee's experience and work record, particularly if the employee performed particularly well or poorly during the temporary transfer.

## **ARTICLE 16 LAYOFF AND RECALL**

**Section 1.** When the Employer determines that a layoff for reasons of lack of work, or lack of funds, or for the reorganization of departments is necessary for economy and efficiency, the Employer shall notify the affected employee by written notice no less than fourteen (14) days in advance of the effective date of layoffs, with a copy forwarded to the Union President or his designee. The Employer, upon request from the Union, agrees to meet and review and discuss with representatives of the Union, the effect of the layoff.

**Section 2.** The Employer shall determine in which classification(s) and which work selection(s) layoffs will occur. Within each affected classification, employees will be laid off in the following order:

- A. Temporary employees.
- B. Student, seasonal, or casual employees.
- C. Part-time.
- D. Probationary employees.
- E. Permanent employees in the inverse order of their seniority as defined by this Agreement, except that employees with lesser service with licensure as a requirement for their position are not subject to displacement by a non-licensed employee or be subject to lay-off if the lay-off occurs in a department other than water or wastewater treatment.

**Section 3.** An employee affected by layoff or who receives a layoff notice shall have the right to exercise his seniority as follows:

A. The reduction in force procedure permits employees to first displace within their own classification, second within their class series, and last within any other classifications in which the employee is qualified to perform the work. Anyone bumping into a position that requires a license must possess said license at the time the bump occurs.

B. Persons preferring voluntary layoff as opposed to exercising their bumping rights must have on file with the Service Director's office a listing of any positions in their class series or the pool they do not wish to displace.

C. Persons exercising their rights under Section B shall retain recall rights only to the highest position held in the class series and to the lowest level worked prior to electing the voluntary layoff.

D. The bargaining unit reduction flow chart is attached as Appendix "D".

**Section 4.** When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employees up to the number of employees to be recalled. An employee shall be eligible for recall for a period of twenty-four (24) months after the effective date of the layoff. When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

Should openings occur for which no bargaining unit employees has recall, and there are no acceptable or eligible bidders, the City will consider qualified laid off employees before hiring from outside the bargaining unit. Recall to any lessor classification is forfeited by accepting an open position.

**Section 5.** Notice of recall shall be sent to the employee by certified mail with a copy to the President of the Union or his designee. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 6.** The recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date beyond the ten (10) day period for returning to work is otherwise specified in the notice.

Illness or injury verified by medical evidence will extend the report for work provisions. Medical leave of absence time frames and reporting requirements will apply.

## **ARTICLE 17 WORK WEEK/WORKING HOURS/OVERTIME**

**Section 1.** This Article is intended to define the standard work week and working hours in effect at the time of execution and effective date of this Agreement as agreed to by the Employer and the Union. This Article is intended as the standard to be used for computing overtime

compensation. Such standards shall be uniformly administered to all bargaining unit employees covered by this Agreement.

**Section 2.** Effective upon execution of this Agreement, the standard work week/working hours for **Public Works employees** shall be 7:00 a.m. to 3:00 p.m. Monday through Friday, with two (2) rest periods consisting of 15 minutes each, taken with pay, taken at current work site or job. One rest period shall be taken during the first one half shift and the second rest period during the second one half shift. The lunch period shall be taken in the middle of the shift, 7:00 a.m. to 3:00 p.m. workers do not receive the lunch period.

The Employer, may modify the work schedules currently established and practiced during the term of this Agreement, provided however, that such modification or changes shall not be unreasonable and shall not be made to avoid the payment of overtime, holiday pay or to affect seniority rights as to shift and hours selected by employees. The City further agrees to notify the Union as far in advance as possible and to meet and review such modifications.

Trade days or trading shifts may only be made by arrangements with other employee's affected, and subject to approval of Supervisory-Management persons or their designees. No payment of overtime because of traded days shall be paid unless the employee would have otherwise been entitled to overtime compensation. Such trade days/shift shall be limited to no more than thirty (30) days per year.

**Section 3.** Time worked in excess of forty (40) hours in a work week or eight (8) hours (or ten (10) hours if agreed) in any twenty-four (24) hour period from the start of regular working hours shall be compensated at the rate of one and one-half (1 ½) times the normal rate of pay. Computation of overtime payment **shall include credit for all authorized leaves with pay which occurred in any given week for time actually worked in the week and shall include holiday pay, vacation pay, and hours of sick leave.** There shall be no pyramiding of overtime. Compensation shall not be paid more than once for the same hours.

**Section 4.** Each Water Operator shall be permitted to select their shift in the following manner. Employees that possess a Water or Wastewater Class III, II, or I certificate shall select their shifts first based on department seniority. The remaining shifts will then be selected by all the non-certified operators based on the overall seniority. The sign up shall be posted for the month of June and the shift selection shall take effect each year on July 1<sup>st</sup> or as soon as possible, thereafter, in the event of an agreement extension.

**Section 5.** In the event the City determines to fill a vacancy in a multi-shift operation, employees presently holding the classification shall be given preference. Such preference is to be exercised by written request, on file with the Service Director's office, prior to the job posting.

**Section 6.** Employees in departments normally scheduled to work thirty-two (32) hours per week shall be able to work additional hours during times of heavy work loads upon approval from the Employer before the additional hours are given to anyone from outside the department.

**Section 7.** Any water operators with a ten (10) hour shift that are required to monitor the plant during off hours will be compensated two (2) hours of overtime.

Required monitoring shall consist of checking the computer every half (1/2) hour between shifts.

## **ARTICLE 18 ROTATION OF OVERTIME OPPORTUNITIES**

**Section 1.** Distribution of Overtime: Overtime worked within the various departments shall be equalized and rotated as nearly as possible among employees working in the same classifications. All overtime rotating lists shall be posted on each department bulletin boards and maintained daily.

**Section 2.** Overtime Rotating Lists:

A. Overtime as used in this Section shall be the following meaning and interpretation:

Overtime Rotating List shall be the list of qualified employees as defined in this provision initially arranged in order of classification and seniority, and posted with hours of charged overtime for each employee. On July 1st of each year, all employees shall be considered to have no overtime charged to their credit.

Rotating shall mean that the employee with the least charged overtime on the list is to be contacted first when overtime work is required.

Overtime shall be construed to include any hours worked outside one's regular schedule or any hours worked on the scheduled sixth, seventh day of the employee's work week. In every case of overtime the employee must be capable of performing the scheduled work.

Charged Overtime shall mean overtime offered and refused, or overtime worked by an employee, unless the employee is scheduled to regularly work the hours for which overtime is necessary. The employee is responsible for advising the City of a telephone number for contact purposes. If no phone is available, the City has no responsibility to call. In addition, employees who do not desire overtime may notify the City in writing of their desire not to be called. They will be deleted from overtime rotation until further written notice by the employee.

**Section 2.** Equitable Distribution will attempt to equalize overtime between participating employees within each classification on an annual basis. When all employees refuse overtime in a given classification the City may seek any available qualified bargaining unit person to perform the work. This provision applies to scheduled, call-out situations and all overtime applications whether worked or charged. When no qualified bargaining unit personnel are available, the City may utilize any available person.

Split Overtime shall mean that when eight (8) hours/ ten (10) hours is required, the City as an exception to the intent and explicit language of this Article, need not call-out or schedule the low houred employee next on the overtime list, but may offer four (4) hours of overtime to the employee in the preceding shift and four (4) hours of overtime to the employee on the following shift or eight (8) hours/ ten (10) hours to either preceding or following shifts providing the shifts are consecutive.

B. Each department shall post a rotating overtime list on bulletin boards showing the charged overtime hours for employees. As would be practicable, overtime work shall be equitably distributed among employees by classification within departments, to be maintained daily as applicable when overtime is worked or charged.

C. Any employee, whose daily job assignment carries over into overtime, shall be entitled to first right of refusal for such overtime work. Such refusal shall be chargeable, provided such overtime work is necessary.

D. Unless no full-time employee in the classification in the department is available, probationary, seasonal, part-time, temporary or similar employees shall not be called in or assigned overtime work. A new employee or an employee who has been transferred or promoted, and who has become eligible for overtime, shall be charged with the highest number of charged overtime hours in their classification and the employee's name shall be placed on the rotating overtime list accordingly.

E. In the event all senior employees refuse an overtime assignment, the least senior employee in the **public works department** will be required to work.

F. Distribution of overtime for Water and Wastewater Treatment Plant Operator shall be in accordance with the Letter of Understanding, Appendix H, of this Agreement.

G. Charged overtime shall revert to zero upon the signing of this Agreement and each July 1st of each year.

**ARTICLE 19**  
**MEAL/REST PERIODS PAST NORMAL WORKING HOURS**

Employees assigned work which extends beyond their normal quitting times, and such work is for more than a four (4) hours period shall be permitted the following breaks:

After two hours of overtime have been completed, and the overtime will continue, the employee shall be entitled to a 15 minute break, with pay;

After an additional two hours of overtime have been completed, and the overtime will continue, the employee shall be entitled to a one half (2) hour paid lunch period;

After an additional two hours of overtime have been completed, and the overtime will continue, the employee shall be entitled to a 15 minute break, with pay.

**ARTICLE 20**  
**EDUCATION LEAVE**

**Section 1.** Education leave may be granted for a maximum period of two (2) years for purposes of education or training which would be of benefit to the City; or for voluntary service in any governmentally sponsored program of public betterment. Renewal or extension beyond the two (2) year period shall not be allowed.

**Section 2.** It is found that a leave is not actually being used for the purpose for which it was granted, the City may cancel the leave and direct the employee to report for work by giving written notice to the employee. An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay without explanation to the City, may be removed from employment. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

**Section 3.** Upon completion of a leave of absence without pay, the employee shall be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists the employee shall, with approval of the City, be assigned to a position in a classification similar to that formerly occupied. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by both the employee and the City.

**Section 4.**

1. Employees who have been in the continuous employ of the City for one (1) year may pursue educational courses to supplement their knowledge and increase their job skills.

2. The City may upon approval of above (1), pay to the employee one hundred percent (100%) reimbursement of the cost to an employee who completes an approved course of study and attains a satisfactory grade (grade C or higher) and/or allow the employee paid time off during regular working hours in order to attend classes or examination/testing procedures and requirements.

3. Employees who wish to acquire additional education through this educational assistance program should initiate their request through the City. In order to qualify for the financial assistance shown above, an employee must have prior approval and application to the City Mayor's office.

4. Employees in the Water Treatment Plant, Wastewater Plant and Water Distribution classification shall be reimbursed for the initial cost of licensing test/certifications for each level of operator licensing.

**Section 5.** Any classified operator within a department that requires an Ohio EPA Wastewater Class I, II or III, Collection I, II, Water Class I, II or III, Distribution I and 2 license will **be paid in advance for approved continuing education and reimbursed for license renewal, if such employee does not attend the continuing education the advanced fee must be repaid** for license renewal or continuing education. In return, the City may designate each operator as an operator of record if allowed by and applicable. Such reimbursements will be paid the next pay period following such documentation.

**ARTICLE 21  
JURY LEAVE**

**Section 1.** Any employee who is called for court jury duty in a court of law, during any portion of the employee's regular schedule working day, shall be paid his regular rate of pay during such periods. The employee shall remit to the City Treasurer whatever sum is paid to him as compensation for court service in full. The employee shall remit a certificate showing evidence that he appeared and served as mentioned above to receive the pay for same.

**Section 2.** Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party, may be granted vacation time or leave of absence without pay.

Such instances would include, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

**Section 3.** Any employee who is subpoenaed before a court or other legally constituted body during any portion of the employee's regular scheduled working day, shall be paid his regular rate of pay during such periods.

## **ARTICLE 22 MILITARY LEAVE**

Employees shall receive military leave without loss of pay from their respective duties for such time as they are in the military service or field training or active duty for the periods not to exceed thirty-one (31) calendar days in any one (1) calendar year. The aggregate amount of this benefit shall not exceed one hundred seventy-six (176) hours per year.

## **ARTICLE 23 SICK LEAVE**

**Section 1.** Bargaining unit employees including part-time employees, shall accumulate sick leave at the rate of 4.6 hours for each eighty (80) hours of active pay status completed, which equates to 0.0575 hours per hour worked. Active pay status may be defined as hours worked, hours on vacation, hours on holiday leave and hours on paid sick leave. Overtime hours actually worked shall be computed at .0575 hours sick leave for each hour worked. (This does not include call time or premium pay for holidays). Employee shall accumulate sick leave in an unlimited amount. Employee shall be entitled to use sick leave with pay whenever necessary as specified under Section 3.

Each employee shall be required to furnish a satisfactory written, signed statement to justify the use of sick leave (Appendix "E"). If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. A physician's statement may be required for absences of three (3) or more consecutive work days or eight (8) unexcused days within a calendar year due to illness for which sick leave is claimed. Falsification of either a written, signed statement of a physician's certification shall be grounds for disciplinary action including dismissal.

Where the Employer reasonably believes an employee is abusing sick leave, it may require such employee to furnish a certificate from a licensed physician for absences of less than three (3) days or such employee may be disciplined.

**Section 2.** When an employee retires from employment with the City, he/she shall be entitled to receive pay for up to nine hundred and sixty (960) hours of his/her earned accumulated sick leave at the appropriate rate.

Employees who are hired after 07/01/03 **but before 08/01/15** shall only be entitled to receive pay for up to seven hundred and twenty (720) hours or his/her earned accumulated sick leave at the appropriate rate.

**Employees who are hired after 08/01/15 shall only be entitled to receive pay for up to four hundred eighty (480) hours on his/her earned accumulated sick leave at the appropriate rate.**

Payment shall be made based upon the employee's regular hourly rate at the time of retirement. An employee shall be eligible for such payment only if he is an employee of the City of Coshocton at the time of retirement and he provides the City with minimum of thirty (30) days advance notice and "retires" in accordance with the eligibility requirements of the Public Employees Retirement System. The prior certification requirement shall be waived by the City provided the retirement is caused by a serious medical condition and said condition is certified by a licensed professional medical doctor.

In the event of the death of an employee, payment of all such accumulation of unused sick leave shall be made to the employee's spouse; if no spouse survives, then to the estate.

**Section 3.** An employee may use sick leave for any of the following reasons:

1. Illness, injury or pregnancy-related condition of the employee, or paternity leave.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employees, including medical, psychological, dental or optical examination, by an appropriate practitioner.
4. Death of a member of the employee's immediate family as provided for under Article 24.
5. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

6. Examination, including medical, psychological, dental or optical examination, of a member of the employee's immediate family by an appropriate practitioner, where the employee's presence is reasonably necessary.

**Section 4.** Sick leave shall be charged in minimum units of one (1) hour. An employee shall only be charged for sick leave as he requested and used.

**Section 5.** Immediate family shall be identified and defined as follows: mother, father, brother, sister, child, spouse, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, stepfather, stepmother, stepbrother, stepsister, stepchild, or other person who stands in the place of a parent.

**Section 6.** An employee requesting sick leave shall notify his supervisor, or be reported off by some other person, of the fact and the reason within ten minutes after the employee's scheduled starting time. For departments with twenty-four (24) hour continuous operations, the employee shall be required to notify his supervisor, or be reported off by some other person, two (2) hours prior to the start of the employee's scheduled starting time of the employee's starting time. Failure to do so, absent extenuating or emergency-type situations, may result in the denial of sick leave for the period of absence.

**Section 7.** An employee who becomes sick during working hours or before the end of their work day shall report said illness to their immediate supervisor prior to clocking out or leaving work. In the event no immediate supervisor is available, then the employee shall report to the person responsible or in charge.

**Section 8. Sick Leave Bonus Sick Leave Bonus.** The City agrees to pay members of the bargaining unit fifty dollars (\$50.00) per quarter if the member does not use any sick leave. This shall come in a one-time payment per year and shall be paid on or before the 15th of January

**Section 9. Sick Leave Regulations on Usage.** An employee who is absent due to a qualifying reason must report the absence to the Employer as soon as it is known but no later than the beginning of the shift or prior to reporting off sick while on duty. In order to qualify for use of paid sick leave, the employee must complete a sick leave application form. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application. Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense. Falsification of a physician's certificate or signed statement to justify the use of sick leave shall be considered a serious offense of gross misconduct. The performance of other work for hire, including self-employment during normal work hours on a day requested for sick leave use shall be considered a serious offense of gross misconduct. Abuse or patterned use of sick leave will be grounds for disciplinary action, up to and including

discharge. Patterned use includes but is not limited to repeat usage on the first and last day of the work week, and the days before and after holidays and vacation.

### **Section 10. Sick leave Transfer**

Employees of the bargaining unit may donate paid sick leave to any other employee of the bargaining unit who is otherwise eligible to accrue and use sick leave. The intent of the sick leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of a sick leave due to the serious illness or injury of the employee or a member of the employee's immediate family. The definition of immediate family as provided in rule 123:1-47-01 of the Administrative Code shall apply for the sick leave donation program.

- A. An employee may receive donated sick leave, up to the number of hours the employee is scheduled to work each pay period or as provided in paragraph (a) (4) of this rule, if the employee who is to receive donated sick leave:
1. Or a member of the employee's immediate family has a serious illness or injury;
  2. Has no accrued leave;
  3. Has not been approved to receive other state-paid benefits; and
  4. Has applied for any paid leave, worker's compensation, or benefits program for which the employee is eligible. An employee who has applied for these programs may use donated sick leave to satisfy the waiting period for such benefits, when applicable. After the waiting period, donated sick leave may be used up to an amount equal to the benefit for which the employee applied, (e.g., seventy percent for disability leave benefits) while the employee's application is pending approval.
- B. Employees may donate sick leave if the donating employee:
1. Voluntarily elects to donate sick leave and does so with the understanding donated sick leave will not be returned.
  2. Donates a minimum of ten (10) hours; and
  3. Retains a sick leave balance of at least 960/720/**480** hours. Sick leave shall be donated in the same manner in which it would otherwise be used.
- C. The sick leave donation program shall be administrated on a pay period by pay period basis. Employees using donated sick leave shall be considered in active pay status and shall accrue sick leave and be entitled to any benefits to which they would otherwise be entitled. Sick leave accrued by an employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall not count toward the probationary period of an employee who receives donated sick

leave during his or her probationary period. Donated sick leave shall be considered sick leave, but shall never be converted into a cash benefit.

D. Employees who wish to donate sick leave shall certify:

1. The name of the employee for whom the donated sick leave is intended;
2. The number of hours to be donated;
3. That the employee will have a minimum sick leave balance of at least 960/720/**480** hours; and minimum sick leave balances below 960/720/**480** hours must be approved by the Mayor and/or Service Director.

**Section 11.** An Employee who earns two consecutive sick leave bonuses shall have one instance of sick leave usage that shall not count as an occurrence if that employee brings in a doctor's excuse to not be counted. It shall be the employees responsibility to request the occurrence and verify the two consecutive sick leave bonuses. An employee may accumulate up to two occurrences that may not be counted. The usage of sick leave however, would disqualify that employee from sick leave bonus in the quarter sick leave was used even if the occurrence was forgiven.

## ARTICLE 24 FUNERAL LEAVE

**Section 1.** Any eligible employee shall be granted usage of earned but unused sick leave for a maximum of three (3) days to arrange for and attend a funeral for the following deceased members of the employee's family: sister, brother, grandparents, spouse's grandparents, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of the employee's parent or spouse. **Sick leave usage under this Section shall not count against eligibility for sick leave bonus.**

**Section 2.** In addition, any eligible employee shall be granted usage of one (1) bereavement pay without charged sick leave to arrange for and attend a funeral of a deceased family member of the employee's family: Spouse, Mother, Father, Child.

**Section 3.** Any eligible employee shall be granted usage of earned but unused sick leave for a maximum of one (1) day to attend the funeral of the employee's or the employee's spouse's aunt or uncle.

**Section 4.** Any eligible employee shall be granted usage of two (2) additional earned but

unused sick leave days to arrange for and attend the funeral of a deceased family member, as defined in Sections 1, 2 and 3 above, when such death is more than 250 miles from the City of Coshocton.

## **ARTICLE 25 UNION LEAVE**

**Section 1.** Duly elected Union delegates or alternates to the AFSCME International Convention or Ohio Council 8 Convention, or other seminars, conferences, etc., who are in the bargaining unit, may be granted time off without pay for the purpose of participating in such conventions, not to exceed two (2) employees or a total of ten (10) days in any calendar year. In addition, any employee who might be elected to the State Executive Board of the Union shall receive time off to attend scheduled meetings of the Union's Executive Board, not to exceed one (1) employee or a total of five (5) days per calendar year. The Union shall give the Employer at least two (2) weeks written notice of the employees who will be attending such functions.

**Section 2.** At the request of the Union, a leave of absence without pay shall be granted to any employee for employment with the Union, Ohio Council 8, or the International Union. Such leaves shall be for a maximum of one (1) year, renewable by written request of the employee within thirty (30) days preceding the leave expiration.

In the event the employee wishes to return to the City, the City upon thirty (30) days notice by the employee, shall reinstate the employee. Persons on said leaves will not accumulate credited service with the City for the term of the leave, but will be granted the benefit level and position appropriate to their former length of service.

## **ARTICLE 26 FAMILY AND MEDICAL LEAVE ACT AND OTHER UNPAID LEAVE**

**Section 1.** The Employer agrees to apply the Provisions of the Family and Medical Leave Act (FMLA) to all employees in the Bargaining Unit.

**Section 2.** An employee taking leave to which he is entitled under the (FMLA) may substitute at the employees discretion any paid leave earned under this Agreement for any unpaid (FMLA) leave taken by the employee. **To have a particular absence designated as FMLA, the Employee has to request FMLA leave within 15 days of return to work from the absence.**

**Section 3.** The Employer shall offer all employees the opportunity during the period of (FMLA) to continue any fringe benefits provided for in the agreement at the employee's

expense, except health benefits which the Employer shall continue to provide in accordance with Article 37 of the Agreement.

**Section 4.** The Employer may grant additional leave time **on an unpaid basis**, at its discretion, when requested by the employee. **During a granted unpaid leave of absence**, the employee, may continue health benefits through COBRA only. **An employee who exhaust all paid and unpaid leave but remains unable to return to work shall be subject to separation through the Involuntary Disability Procedures of the Ohio Revised Code.**

**Section 5.** Employees returning from (FMLA) leave shall be returned to the same or similar position within their former classification.

#### **ARTICLE 27 CALL-IN-PAY**

**Section 1.** Whenever an employee is called to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed two (2) hours pay at the straight time or overtime rate, whichever is appropriate, in accordance with the other Articles of this Agreement.

**Section 2.** It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 1 above.

#### **ARTICLE 28 REPORT-IN-PAY**

Any employee who is scheduled or required to report for work as scheduled or required, shall be assigned at least two (2) hours of work on the job for which he reported. If work on the job is not available, or if the Employer otherwise determines that the employee's work should not continue through the duration of the shift, the employee may either be reassigned by the Employer or be excused from duty and paid for two (2) hours work at the appropriate rate.

Further, when any employee reports for and starts to work as scheduled and is excused from duty before completing two (2) hours of work, the employee should be paid for two (2) hours work at the appropriate rate.

#### **ARTICLE 29 EMERGENCY STANDBY PAY**

Water Distribution Worker, Water Distribution Worker I, Water Distribution Worker II, Water/Sewerline Maintenance Worker, Water/Sewerline Maintenance Worker I, Water/Sewerline Maintenance Worker II, Street Maintenance Worker I, Street Maintenance Worker II, Street Maintenance Worker III, Mechanic, Water Meter Service Worker and employees who are scheduled by the City for emergency standby shall receive two (2) hours of pay at the appropriate overtime rate for each scheduled day on standby. However, if an employee is called into work on a scheduled emergency standby day, he shall receive the appropriate overtime rate of pay for either two (2) hours or the actual hours worked, whichever is greater.

### **ARTICLE 30 UNIFORM ALLOWANCE**

**Section 1.** Employees in the departments of **Public Works, Water Dept., Mechanic, Wastewater Dept. and Distribution** shall be furnished uniforms and safety equipment **in August of each year** by the City at no cost to the employee. **Uniforms shall consist of 5 shirts and 4 pair of pants per year. Excluded from receiving uniforms are the Health Dept. and Water Office/City Hall. Further the Water Meter Reader will be allowed to wear shorts in the summer.**

**Section 2.** Employees who are provided uniforms shall wear a clean uniform every scheduled work day. Employees shall be required to launder their own uniforms.

**Section 3.** Employees who resign, retire or are terminated from employment from the City shall return **apparel with City logo** to the Employer before the final pay check is issued. The City has the right to hold the final check until all uniforms have been returned.

**Section 4.** Employees in the Water Department, Wastewater Treatment Department and Public Works classifications, shall be furnished with coveralls and boots, as deemed appropriate by the Employer, when such employees perform duties that reasonably require protective outerwear. Such coveralls shall be provided, and replaced for the employees use at no cost to the employee. The determination as to when coveralls and boots need to be replaced shall rest with the Employer. Such coveralls and boots shall be recognized as the property of the City of Coshocton. Employees who resign, retire, or are terminated from employment from the City shall return all coveralls and boots to the employer before the final paycheck is issued. Employee shall be responsible for maintaining and washing of coveralls and boots. If coveralls and boots are lost or destroyed employee must report to supervisor immediately. The employee may be required to replace lost items.

**Section 5.** Employees in the Public Works, Wastewater and Water Departments shall be furnished raingear as deemed appropriate by the Employer, when such employees perform duties

that reasonably require protective outerwear. Such raingear shall be provided, replaced, and serviced for the employee's use at no cost to the employee. The determination as to when raingear need to be replaced or serviced shall rest with the Employer. Such raingear shall be recognized as the property of the City of Coshocton.

**ARTICLE 31  
VACATION**

**Section 1.** All full-time employees shall receive vacation time off with pay in accordance with the following schedule:

- |    |  |                 |
|----|--|-----------------|
| a. | After one (1) year of service            | two (2) weeks   |
| b. | After five (5) years of service          | three (3) weeks |
| c. | After ten (10) years of service          | four (4) weeks  |
| d. | After eighteen (18) years of service     | five (5) weeks  |
| e. | After twenty-three (23) years of service | six (6) weeks   |

**Section 1A.** All full-time employees hired after 07/01/03 shall receive vacation time off with pay in accordance with the following schedule:

- |    |                                      |                 |
|----|--------------------------------------|-----------------|
| a. | After one (1) year of service        | two (2) weeks   |
| b. | After five (5) years of service      | three (3) weeks |
| c. | After ten (10) years of service      | four (4) weeks  |
| d. | After eighteen (18) years of service | five (5) weeks  |

After one (1) year of service, all part-time permanent employees shall receive 0.0385 hours of vacation time for each hour worked. This amount is the pro-rated amount for two weeks in a year of full time (80 hours/2080 hours work).

**Section 2.** Vacation time off with pay is earned in the year preceding. Therefore, an employee shall qualify immediately after each anniversary date for the vacation time corresponding with his years of service, and it must be taken during his next anniversary year.

**Section 3.** Employees may be permitted to carry over accumulated vacation leave with the approval of the City only in special and meritorious cases, and when in the best interest of the City. No vacation leave shall be carried over for more than two (2) years.

**Section 4.** Employees who resign, retire or are terminated from employment with the City shall receive pay for accrued, but unused, prorated vacation time.

**Section 5.** Vacation leave is to be taken in minimum units of one week, except that a maximum of 40 hours may be taken in minimum units of one to eight hours **and a maximum of 40 hours may be taken in units equal to one work day for that employee.**

one (1) to eight (8) hours off requested	24 hours notice
one (1) to two (2) days off requested	24 hours notice
three (3) or four (4) days off requested	2 weeks notice
five (5) or more days off requested	4 weeks notice

**Section 6.** Vacation shall be taken only as scheduled or approved by the City. Employees who submit vacation requests to their Department Head within the first thirty (30) days of each calendar year shall have such requests accommodated by seniority, subject to the needs of the City. Such scheduling shall not be used by any employee to delay the signing of preferences to restrict other employees during and to the end of the thirty (30) day period.

**Section 7.** In the event of the death of an employee, payment of all such accumulation of unused vacation leave shall be made to the employee's spouse; if no spouse survives, then to the estate.

**Section 8.** Water and Sewer Operators who are replaced when on vacation may elect to be reimbursed for a maximum of two (2) weeks of earned but unused vacation each year. Such reimbursement shall be for no less than increments of one (1) week.

## **ARTICLE 32 HOLIDAYS**

**Section 1.** All employees covered under this Agreement shall be entitled to the following paid holidays each year:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington-Lincoln Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
<b>Good Friday One-half day</b>	<b>Christmas Eve One-half Day</b>
	Christmas Day

**Section 2.** In the event that any of the above holidays falls on a Saturday, the Friday preceding shall be observed as the holiday. Should the holiday fall on a Sunday, the following

Monday shall be observed as the holiday. Water/Wastewater Operators shall be exempt from Section 2. Water/Wastewater Operators shall receive holiday pay for working said holiday.

**Section 3.** Employees shall earn their normally scheduled regular straight time pay at their respective pay rate for holiday pay. In addition, should an employee work on a holiday, he shall receive time and one-half (1-1/2) times his regular rate of pay for said work. A part-time employee shall be paid 6 hours of holiday pay for each of the above listed holidays. The hours of holiday pay for a part-time employee shall not be counted as hours worked for purposes of overtime.

**Section 4.** Employees on sick leave and/or vacation leave shall receive holiday pay at their respective rates of pay for any and all holidays falling within said periods.

**Section 5.** Employees in departments that rotate shifts will be able to take one (1) Personal Day per year.

Water Department Clerks, Health Department Workers, Cemetery, Street Department and City Hall Maintenance workers will be able to take two (2) Personal days per year.

### **ARTICLE 33 WAGES**

**Section 1.** Effective in the first full pay period after August 1, 2015, Employees will receive a one-time pay adjustment as outlined in Appendix Q.

Effective in the first full pay period after January 1, 2016, Employees will receive a pay increase of 2.5%.

Effective in the first full pay period after January 1, 2017, Employees will receive a pay increase of 2.5%.

Effective in the first full pay period after January 1, 2018, Employees will receive a pay increase of 2.5%.

**Section 2.** Any employee who renews his/her EPA Certification shall be reimbursed per Article 20 by the Employer upon showing by the employee of such EPA renewal issuance. Such reimbursement will be paid the next pay period following such documentation. Water and Sewer Line Maintenance and Water Distribution workers, when beginning their new positions

will be required to have the proper licensing per EPA requirements. They will have two (2) years to obtain their license **through the EPA administered test. Any employee taking the ABC test will do so at his or her expense but will be reimbursed the cost if the test is passed. An employee who has not made a good faith effort (a minimum score of 60%) to pass the test shall not be reimbursed for the cost of the test or for the time spent on the day of the taking the test.**

**Section 3.** All EPA licensed employees with a minimum of a Class I license who work as Pretreatment coordinators, Operators in the Water and Wastewater Plants and workers in Utilities Distribution shall receive license compensation in each year of this Agreement. As follows:

**Class I shall receive \$200**  
**Class II shall receive \$400**  
**Class III shall receive \$600**  
**Lead Operator shall receive \$800**

To be paid **in the first full pay period after May 15<sup>th</sup>** of each year. **To receive such license compensation, an operator with a license change must present evidence of attaining such new license on or before May 15<sup>th</sup>.**

**Section 4.** There shall be a one (1) time wage increase of twenty-three cents (\$0.23) per hour to the classification of Pretreatment Coordinator and the Utility Billing Supervisor in addition to any other wage increase contained in this Agreement effective in the first full pay period after August 1, 2015

#### **ARTICLE 34 SHIFT DIFFERENTIAL**

The Employer agrees to pay any employee who works a shift other than the standard “day shift”, the following additional shift differential in addition to all other compensation:

During the term of this Agreement: fifty-one cents (\$.51) per hour.

**ARTICLE 35  
OPERS**

Employees shall pay the total amount of the employee contribution of the OPERS Pension currently set at ten (10%) percent, effective February 17, 2013.

**ARTICLE 36  
HOSPITALIZATION INSURANCE**

The City shall provide bargaining unit employees with insurance benefits on the same terms and conditions in which those benefits are provided to employees of the City of Coshocton not covered by a separate collective bargaining agreement. The current terms and conditions are outlined in Appendix R with the Changes In Coverage incorporated.

Such terms and conditions may be modified during the term of the Agreement so long as the same modifications are applicable to all other non-bargaining unit City employees.

Effective February 1, 2013, the City is eliminating eligibility for primary insurance coverage of an employee's spouse, if the employee's spouse is eligible for but does not enroll in health insurance provided by the spouse's employer. An employee can obtain secondary coverage for a spouse eliminated from primary coverage by the payment of an additional \$35 per month.

An employee must also pay a required percentage of contribution toward monthly premium based on the determined COBRA premium rate for insurance coverage for that **particular** year. **For the term of this Agreement, such required contribution shall change to 13% beginning in the first full pay period after January 1, 2016. The cost of any mandated requirements above the current level of insurance provided, if implemented by Federal or Ohio law during the term of the contract, shall be shared equally by the parties.**

**ARTICLE 37  
TOOLS, SUPPLIES AND EQUIPMENT**

Tools, supplies and equipment which are needed to perform job duties shall be furnished by the City at no cost to employees. All tools, supplies and equipment utilized by an employee in the performance of his duties are subject to the prior approval of the City.

**ARTICLE 38  
CDL (COMMERCIAL DRIVER LICENSE)**

**Section 1. Requirement & Cost of the CDL** Effective July 1, 2008, employees hired or promoted into a job classification that requires a CDL must obtain said license no later than six (6) months after the date they begin working in that job classification. The City agrees to pay for initial license and testing fees for a CDL when the Ohio Revised Code determines that a CDL is necessary for a job classification. Where an employee is promoted to a job classification where a CDL is required under the Code, and such employee has already obtained his CDL, such employee shall be reimbursed for such initial license and testing fees.

Effective July 1, 1997 the City shall pay the renewal fee of employees who are required, by their job description, to possess a Commercial Driver License. Employees are required to pay for the renewal fee and submit a receipt to his supervisor for reimbursement.

**Section 2. Testing** Employees will receive paid leave time to take knowledge exam and skills test if said exam/test is scheduled during the employee's regular scheduled working hours. Employees must notify his/her supervisor at least two working days prior to the time he/she will be taking the exam/test.

Employees will be permitted access to an appropriate vehicle for the skills test. Employees must have the approval of their supervisor for such vehicle use and must notify the supervisor at least two working days prior to the time he/she will need to use said vehicle. The City reserves the right to re-schedule said vehicle use in the case of emergencies where said vehicle is needed to conduct City work operations.

**Section 3. Training Opportunities** Employees shall be permitted paid leave time to attend training for the CDL when his/her supervisor deems necessary and when said training is scheduled during the employee's regularly scheduled working hours. Employees must notify the supervisor at least two working days prior to the time he/she will be taking said training.

When training is approved by the supervisor the cost of the training will be paid by the City.

**ARTICLE 39  
BULLETIN BOARDS**

**Section 1.** The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union. It is agreed that where, in the opinion of the Employer, bulletin boards are already available, the Employer shall permit the Union use of said bulletin boards. However, the Employer shall not be obligated to purchase bulletin boards for the Union's use where no bulletin boards by the Employer currently exist.

**Section 2.** All Union notices which appear on the bulletin boards shall be signed, posted and removed by the Local Union President or his designee during non-work time. Union notices relating to the following matter may be posted without necessity of receiving the Employer's prior approval:

- a. Union recreational and social affairs;
- b. Notice of Union meetings;
- c. Union appointments;
- d. Notice of Union nominations, elections;
- e. Results of Union elections;
- f. Reports of standing committees and temporary committees and independent arms of the Union; and
- g. Publications, rulings or policies of the Union.

Notices shall not contain anything political or anything reflecting upon the City, or on its employees, or any labor organization among its employees. All other notices of any kind not covered in (a) through (g) above must receive prior approval of the Employer or his designated representative.

**Section 3.** No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards designated for use by the Union.

**Section 4.** If the Employer believe there has been an alleged violation of the provisions of this Article, the Employer may make that a subject of Labor-Management meetings, or request to meet with the Union President or his designee to attempt to resolve the matter.

## **ARTICLE 40 HEALTH AND SAFETY**

**Section 1.** The City shall maintain suitable first aid equipment. This shall include appropriate first aid kits at each major location and minimum levels of first aid supplies on all major vehicles.

**Section 2.** The City agrees to maintain safe working facilities, vehicles, tools and equipment in conformance with minimum standards of applicable laws, rules and practices. The Union agrees to cooperate with the City in maintaining safe working facilities, vehicles, tools and equipment, in conformance with minimum standards of applicable laws, rules and practices.

**Section 3.** The employee(s) accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner, and accepts the responsibility to follow all reasonable safety rules and safe working methods of the Employer. All unsafe working conditions must be reported to the supervisor in charge as soon as said unsafe working conditions are known.

**Section 4.** In the event a piece of equipment is considered unsafe to operate, the employee shall immediately notify his/her immediate supervisor. The supervisor shall examine the piece of equipment and, if he determines it to be unsafe for operation, he shall place a red tag on the equipment. Employees shall not be required to operate equipment which has been red-tagged by the supervisor.

**Section 5.** Questions regarding safety are appropriate discussions for Labor-Management meetings. Elected stewards shall also serve as safety representatives.

### **Section 6. Safety Program**

The parties acknowledge the creation of a safety program to work in tandem with administration, labor force and applicable government entities, in providing a work atmosphere that consistently prioritizes safety and quality of life for entire staff. Such efforts will include, but not be limited to the following:

- ensuring proper ongoing Safety training via scheduled safety meetings within each department
- the purchase and proper maintenance of equipment thereby enhancing the operation and use of said equipment contributes to the purpose and objectives of the Safety Program;
- providing, and mandating utilization of, applicable Safety clothing items in response to identified needs per department

**ARTICLE 41  
JOB DESCRIPTIONS**

The City shall maintain reasonable job descriptions for each classification of the bargaining unit that shall fairly describe the responsibilities, duties and qualifications needed.

When the City determines there is a need to substantially change, combine, add to or subtract from these duties, the City shall notify the Union in writing and the City or the Union may request a meeting to discuss such changes.

In the absence of agreement, such changes are subject to the grievance procedure where the Union or the employee believes that wage rates are affected. The Union approves the current job descriptions as supplied by the City and agrees not to grieve the current job descriptions.

**ARTICLE 42  
SUPERVISORY MANAGEMENT EXCLUSIONS TO WORK**

Excluded classification of supervisory management employees and all other excluded classifications, with the exception of employees covered under the Recognition Article of this contract, shall not be assigned or permitted to perform any bargaining unit work, subject to the following exceptions:

1. To instruct;
2. To train;
3. In an emergency when bargaining unit employees are not immediately available, or when the bargaining unit work to be performed is relatively insignificant and it would not be economically feasible to call in bargaining unit members to perform the work;
4. Bargaining unit work may be performed by the following non-bargaining unit classifications:
  - A. Water Distribution Supervisor
  - B. Water Treatment Plant Maintenance Supervisor.
  - C. **Assistant Public Works Director**

Work performed by Supervisors in A, B & C above shall not negate overtime for employees in the bargaining unit classifications.

**ARTICLE 43**  
**SUBCONTRACTING AND SEASONAL EMPLOYMENT**

The Employer agrees that there shall be no contracting out of any bargaining unit classification job or work during the term of this Agreement excepting that work which by its nature, is beyond the expertise or equipment capabilities of the City's work force or is of an extent that it would interfere with that department's ability to provide the service levels normally provided to the community. The employee's current work week shall not be shortened or curtailed and the employee's rate of pay shall not be affected by such contracting. The Employer shall not use this section to erode bargaining unit work. **The parties agree, however, that the City may make use of workers in State and federally subsidized programs to perform same duties as used in 2009.**

**Seasonal. The Employer shall have the right to use seasonal employees. Such work shall be limited to up to 2 seasonal employees per department. The seasonal workers shall only work on Monday through Friday day shift work week. The seasonal workers shall work a maximum 500 hours except that one seasonal employee per department may work up to 800 hours in a calendar year.**

**ARTICLE 44**  
**P.E.O.P.L.E.**

The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**ARTICLE 45**  
**WAIVER IN CASE OF EMERGENCY**

**Section 1.** In case of circumstances beyond the control of the Employer, such as an act of God, riot, flood, civil disorder, and upon such emergency declared by the President of the United States, the Governor of State of Ohio, or the Mayor, the following condition of this Agreement may automatically be suspended:

- a. Time limits for management/employee or the Union replies/appeals on grievances;
- b. Limitation on distribution of overtime and work assignments;
- c. Employees who are asked to continue work during the declared emergency shall be paid in accordance with the overtime provisions of this Agreement.

**Section 2.** Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions of the grievance procedure, and shall proceed from the point to which they had progressed. All other above requirements shall be reinstated in accordance with the provisions of this Agreement.

**ARTICLE 46**  
**SAVINGS/SUCCESSOR CLAUSE/EXTRA CONTRACT AGREEMENTS**

**Section 1. Savings/Severability** If any Article or Section of this Agreement or Amendments or Supplements thereto shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, Amendment or Supplement thereto shall not be affected, and shall remain in full force and effect.

Subject to the above paragraph, and found or made invalid, the City and the Union shall meet within thirty (30) working days therefore to negotiate a legal alternative.

**Section 2. Extra Contract Agreements** It is agreed that any or all verbal and written agreements which add to or amend or delete the provisions of this Agreement shall be negotiated by the City and the Union. Any verbal or written agreements that do not meet the above criteria are null and void.

**Section 3. Successor Clause** This Agreement shall be binding upon the parties hereto together with their respective governmental and union successors and assignees, and all of the terms and conditions and obligations herein contained.

**ARTICLE 47**  
**UNION ORIENTATION**

**Section 1.** Once each month the President shall be scheduled by the City to meet with all bargaining unit employees hired the prior month, for one (1) hour duration, to inform said employees of functions of AFSCME Local 2551. City facilities shall be made available for this purpose.

**ARTICLE 48**  
**ALCOHOL AND DRUG TESTING PROGRAM**

**Section 1. Policy.** The parties agree that the workplace should be free from the risks posed by the use of Alcohol and Controlled Substances in order to protect the safety of the employees and the public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the workplace. The parties further recognize that the abuse of Alcohol and Controlled Substances is frequently treatable and the Employer will make reasonable efforts to provide assistance to employees in need of help. An Employee Assistance Program is available to employees with personal problems, including those associated with Alcohol or Controlled Substances use. The Employer and the Union will aid such employee who request assistance with such problems. The Employer and the Union will encourage the employee to seek professional assistance where necessary.

**Section 2. Scope.** This Policy applies to all employees. These employees are subject to random, pre-employment, post accident, reasonable suspicion, return-to-duty, and follow-up testing. Random drug testing shall be effective after 1/1/2001.

### **NEW SECTION 3.**

#### **Section 3. Definitions.**

A. Alcohol means alcohol or any beverage containing more than one-half of one percent of alcohol by volume which is capable of use for beverage purposes, either when alone or when diluted.

B. Drug means a controlled substance as defined by the Omnibus Transportation Employee Testing Act of 1991, including marijuana, cocaine, opiates, amphetamines, and phencyclidine.

C. Reasonable suspicion means a conclusion by trained personnel based on personal observation of specific objective instances of employee conduct, subject to corroboration and documented in writing, that an employee is exhibiting aberrant or unusual on duty behavior which is the type of behavior which is recognized and accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol and is not reasonably explained as a result of other causes such as fatigue, side effects to prescription or over the counter medication, reaction to fumes, smoke or other job related causes or factors. Such behavior may include, but is not limited to a substantial drop in the employee's performance level, impaired judgment or reasoning, decreased level of attention or sensory abilities, or other behavioral changes.

Reasonable suspicion must be based upon trained specific personal observations by trained supervisors which must be documented in writing at the time of observation. Reports of drug abuse or abnormal behavior which is not confirmed in writing by a trained supervisor will not constitute reasonable suspicion. Anonymous reports shall not constitute grounds for testing.

D. Post Accident means an occurrence involving a commercial motor vehicle operating on a public road which results in: 1) a fatality; 2) bodily injury requiring medical treatment away from the scene of the accident; or 3) one or more motor vehicles has to be towed away.

E. Drug testing means collection of a urine specimens by medical personnel and a laboratory analysis of that specimen by confirmatory testing using the Gas Chromatography/Mass Spectrometry (GC/MS) methods and procedures.

F. Alcohol testing means the employee blows forcefully into the mouthpiece of a Evidential Breath Test Device (EBT) for at least six seconds or until an adequate amount of breath has been obtained.

**Section 4. Employer Procedures and Notification.** Employer rules and regulations prohibit the use, sale, manufacture or possession of illicit drugs or alcohol, or misuse or resale of prescription or over-the-counter medications while on duty or on employer property or in an employer vehicle. Violation of these rules and regulations will subject the employees to discipline, which could include discharge.

Any employee who brings any mood-altering non-prescription drugs including marijuana, cocaine, opiates, amphetamines, or phencyclidine onto Employer property or any Employer work site will be immediately removed from the workplace, referred for rehabilitation and subject to disciplinary action up to and including discharge.

Any employee found selling any illegal or prescription drugs of any sort on any Employer property or work site will be immediately discharged from the Employer's service and may be subject to criminal charges, whether the employee is on or off duty.

**Section 5. Testing Procedures.** The Employer will test for Drug and Alcohol Misuse according to the policies and protocols contained in the Ohio Workers' Compensation Drug And Alcohol Testing Protocol provided in Ohio Revised Code 4123.54(B).

Prior to such testing, employees will be required to sign a form acknowledging testing and to sign for Chain-of Custody. Failure or refusal to sign the acknowledgment form or to submit to testing will be cause for a charge of insubordination and will result in disciplinary action, which could include discharge.

A. Urine specimens shall be collected at the approved Laboratory or Hospital where the specimen is to be tested.

B. A Union representative shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given.

C. The testing shall be done by a laboratory certified by the State of Ohio as a medical and forensic laboratory which complies with the scientific and technical guidelines for federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services. (53 Fed. Reg. 11970 4/11/88).

D. The standards provided in Ohio Revised Code 4123.54(B)(1)(b) and (c) shall be used to determine what levels of detected substances shall be considered positive:

<u>Drug</u>	<u>EMI Technique</u>	<u>GCMS TEST</u>
Amphetamines	1000 ng/ml	500 ng/ml
Cannabinoids Metabolites	50 ng/ml	15 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Opiate Metabolites	2000 ng/ml	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml

G. Alcohol. If an employee is tested and the alcohol concentration is 0.02 or greater, but less than 0.04, he will not be allowed to return to work during the next twenty-four (24) hour period. Prior to returning to duty, the employee must be retested and show an alcohol concentration below 0.02.

The Employer shall not take any disciplinary action against an employee under the "G" paragraph 1.

An alcohol concentration of 0.04 or greater shall be considered a positive test.

F. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all documentation regarding supervisors' observations and testing will be destroyed.

G. Alcohol screening tests shall only be administered by a Breath Alcohol Technician (BAT).

H. All time spent administering an Alcohol or Controlled Substance Test, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if

applicable. The Employer shall pay all costs associated with the administration of alcohol and drug tests.

I. The Employer agrees to hold the Union harmless and to bear any expenses incurred by the Union in litigation that arises from the Employer's alcohol and drug testing program.

**Section 6. Test Results.** All test results shall be treated as confidential medical records.

If the results of the tests administered by the Employer shows that the employee while on duty was under the influence of or drank, smoke, inhaled or injected alcoholic beverage, marijuana, cocaine, opiates, phencyclidine or non-prescribed amphetamines, appropriate disciplinary action may be administered after the following procedure has been followed.

The Employer and the Union shall be given a copy of the Laboratory report of both specimens before discipline is administered. An employee who tests positive for illegal use of any drug or alcohol as a first offense will automatically be suspended for thirty (30) calendar days. Employees may use accumulated sick leave, vacation or personal time. The employee shall be referred to a counseling or rehabilitation program. Employees who are suspended must show proof of ongoing cooperation with the recommendations of the counseling and rehabilitation program; failure to comply will result in termination.

If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment center, said employee shall sign a release of discharge and after care will be forwarded to the Employer. Records regarding rehabilitation will be kept in confidential files separate from personnel files. Said employee shall not be permitted to return to work unless and until the prescribed treatment program has been completed. Continued employment is dependent upon documentation of the employees continued, successful participation in recommended after care programs.

Employees who follow the recommendations of the counseling and rehabilitation program will be required to provide a urine sample prior to their return to work. A second positive test will result in termination.

**Section 7. Drug Conviction.** If an employee is convicted of any drug crime, the employee is to report it to his/her Department Head within five (5) days of the conviction. The employee may be subject to disciplinary action and will be referred for rehabilitation.

**Section 8. Voluntary Assistance.** Employees may request to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation

facilities. Rehabilitation leave is subject to reasonable limitation and the Employer's insurance policy.

**Section 9. Medical Prescriptions.** Employees who are taking medical prescriptions must furnish to their supervisor a statement from a physician specifying the drug being taken whether the drug will interfere with safe performance on the job. If the statement has been delivered to the employee's supervisor before receipt of drug test results, a positive finding of the prescribed drug may not necessarily be grounds for discipline.

**Section 10. Bargaining Unit Notification and Training.** The policy will be implemented in a consistent, non-discriminatory manner. All bargaining unit employees will be provided a copy of the Employer's drug testing policy prior to its implementation. In addition, bargaining unit employees will be provided information concerning the impact of the use of drugs on job performance. Unit employees shall be trained to recognize the symptoms of drug abuse, impairment and intoxication. All unit employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted.

All newly hired unit employees will receive the information on their initial hire date. No unit employee shall be tested until this information is provided to the employee.

**Section 11. Supervisor Training.** Supervisors will be trained:

- A. To recognize the symptoms of drug abuse, impairment and intoxication and to identify the elements of determination of reasonable suspicion.
- B. To effectively and appropriately intervene in reasonable suspicion instances.
- C. To identify basic categories of drugs and their effects.
- D. To understand the methods of the Employer's drug and alcohol testing procedures.
- E. To effectively and appropriately document reasonable suspicion cases.
- F. To implement disciplinary measures appropriately.

**Section 12.** Alcohol and Drug testing program will follow the Personnel Policy Manual as it currently exists as of the effective date of this contract.

**Section 13. Alcoholism and Drug Abuse**

1. A Union representative shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given.
2. The Employer agrees to hold the Union harmless and to bear any expenses incurred by the Union in litigation that arises from the Employer's alcohol and drug testing program, not including litigation between Employer, Union or member under this contract for disciplinary procedure.

**ARTICLE 49  
LONGEVITY**

**Section 1.** Full-time bargaining unit employees, upon the completion of five (5) years of uninterrupted service with the City of Coshocton, shall be eligible to receive longevity pay in accordance with the following schedule:

Twenty-Five Dollars (\$25.00) For Each Year Of Service

5 years	\$125.00	13 years	\$325.00
6 years	\$150.00	14 years	\$350.00
7 years	\$175.00	15 years	\$375.00
8 years	\$200.00	16 years	\$400.00
9 years	\$225.00	17 years	\$425.00
10 years	\$250.00	18 years	\$450.00
11 years	\$275.00	19 years	\$475.00
12 years	\$300.00	20 + years	\$500.00

The above-referenced amounts shall not be cumulative, and shall be paid in a lump sum annual payment in December of each year. For purposes of this section only, the employment year and the computation of the additional twenty-five dollars (\$25.00) per year shall be based on a full year of full-time employment as of December 1 of each year.

**ARTICLE 50  
DURATION OF AGREEMENT**

**Section 1.** This Agreement shall be effective as of the date of signing and shall remain in full force and effect until the 31<sup>st</sup> day of July, 2018.

**Section 2.** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than sixty (60) calendar days prior to the expiration date of this Agreement.

**Section 3.** In the event either party desires to terminate this Agreement, written notice must be given in compliance with existing law, to the other party not less than ten (10) days prior to the desired termination date, which shall not be before that last effective date of the Agreement as set forth above.



**APPENDIX "A"**

**CITY OF COSHOCTON  
NOTICE OF VACANCY**

\_\_\_\_\_  
Date of Posting

\_\_\_\_\_  
Last Day to Apply

Classification/Department \_\_\_\_\_

Shift Hours \_\_\_\_\_

Base Rate of Pay - Maximum Rate of Pay \_\_\_\_\_

Minimum Qualifications \_\_\_\_\_

**APPLICATIONS MUST BE SUBMITTED TO SAFETY-SERVICE DIRECTOR'S OFFICE  
BY THE CLOSE OF BUSINESS ON THE LAST DAY OF POSTING TO BE CONSIDERED.**

**APPENDIX "B"**  
**CITY OF COSHOCTON**  
**APPLICATION FOR VACANCY**

I wish to apply for the vacancy of \_\_\_\_\_

My qualifications are \_\_\_\_\_  
\_\_\_\_\_.

My present classification is \_\_\_\_\_

\_\_\_\_\_  
Date of Application

\_\_\_\_\_  
Applicant's Signature

Received by \_\_\_\_\_

Date Received \_\_\_\_\_

**APPENDIX "C"**  
**CITY OF COSHOCTON**  
**NOTICE OF SELECTION**

\_\_\_\_\_  
Date

For the Classification of \_\_\_\_\_,

\_\_\_\_\_ has been selected per the provision of the Collective  
**Name**

Bargaining Agreement.

\_\_\_\_\_  
Signature

**APPENDIX "D"**

**OPERATIONS GROUP**

**PUBLIC WORKS**

Street Maintenance Supervisor

**Public Works Employee 1, 2**

Maintenance-**Mechanic**

Maintenance-Facilities

Maintenance-Electrician

Cemetery Supervisor

**Public Works Secretary**

**WATER OFFICE/CITY HALL**

Utility Billing Supervisor

Utility Billing Collection Clerk

**HEALTH**

Health-home health Clerk/Registrar

**WATER DEPT/DISTRIBUTION**

Water Plant Lead Operator

Water Plant Operator **Entry, 1, 2, 3**

Water Meter Service Worker 1

Water Meter Reader

**DISTRIBUTION**

Utility Distribution Worker **Entry, 1, 2**

**WASTEWATER**

Wastewater Plant Lead Operator

Wastewater Treatment Plant Operator **Entry, 1, 2, 3**

Pre-Treatment Coordinator

**POOL**

Laborer

NOTE: Persons displacing to the pool classifications displace the least senior employee regardless of classification or shift. There are no displacement rights between full time and part time employees.

**APPENDIX "E"**

**SICK LEAVE USAGE STATEMENT**

In accordance with the provisions of Article 24, Sick Leave, I, \_\_\_\_\_  
\_\_\_\_\_, made use of my sick leave benefits on \_\_\_\_\_ in the  
amount of \_\_\_\_\_ hours for the following reasons (see instruction below):

\_\_\_\_\_  
\_\_\_\_\_

Medical attention was/was not required. If medical attention was required, a physician's certificate may be requested by the City.

\_\_\_\_\_  
Signed: Employee

\_\_\_\_\_  
Signed: Immediate Supervisor

INSTRUCTIONS

1. If absence due to employee illness, injury or pregnancy-related condition, state the specific nature of the illness, including symptoms.
2. If absence due to the employee's immediate family as described in Article 24, Section 3, No. 5, state the family member's name and specific medical condition.
3. If absence due to examination as described in Article 24, Section 3, No. 6, state the date, time, address of examiner, and reason for treatment.

**APPENDIX "F"**

**LETTER OF UNDERSTANDING/AGREEMENT**

The City of Coshocton, herein referred to as the "Employer" and Ohio Council 8 and Local 2551 both of the American Federation of State, County and Municipal Employees, AFL-CIO herein referred to as the "Union", parties to a Master Collective Bargaining Agreement effective **July 1, 2000 through June 30, 2003** agree as follows:

Notwithstanding Section 2 of Article 2, Union Recognition, the parties agree that welfare/workfare workers shall only be permitted to perform unit work of 1) litter control; 2) lawn maintenance; 3) general housekeeping/janitorial work. Such work shall be limited to a total of up to 10 workers on a Monday through Friday day shift work week only. Exceptions - It is understood that such employees, if in the Cemetery division, may only be assigned leaf raking duties, lawn trimming duties and litter control, and such workers in the street department may only operate non-riding mowers/tractors in lawn maintenance. Either party may cancel this provision upon ten (10) days notice.

Executed this 29<sup>th</sup> day of June, 2003.

FOR THE EMPLOYER:

FOR THE UNION:

/s/ J. Bradley Haynes

/s/ Melvin Wells

/s/ Kenneth A. Stress

**APPENDIX "G"**

**LETTER OF UNDERSTANDING/AGREEMENT**

The City of Coshocton, hereinafter referred to as the "Employer" and Local 2551 and Ohio Council 8, both of the American Federation of State, County and Municipal Employees, AFL-CIO, herein referred to as the "Union", parties to a master collective bargaining agreement effective July 1, 2000 through June 30, 2003, agree as follows:

During the course of 1994 contract negotiations the Employer and Union agreed to jointly petition the State Employment Relations Board to abolish the classification of Sanitation Worker 1, Sanitation Worker 2 and Amusement Tax Collection Clerk from the Union's appropriate unit.

In the event that any of the above classifications are re-established, the Employer and Union agree to jointly petition the State Employment Relations Board to include the classifications in the Unions appropriate unit.

FOR THE EMPLOYER:

FOR THE UNION:

/s/ J. Bradley Haynes

/s/ Melvin Wells

/s/ Kenneth A. Stress

Date 06/29/00

Date 06/29/00

**APPENDIX H**

**LETTER OF UNDERSTANDING**

Distribution of Overtime - Water and Wastewater Treatment Plant Operators

1. It is agreed and understood shift covers shift on all vacations including 1-2-3-4 days. All other overtime including vacation, personal days, sick leave, etc., shall be covered by low employee on rotating overtime list.
  - A. Shift A covers vacation for Shift B.  
Shift B covers vacation for Shift A.  
Shift C covers vacation for Shift D & E.  
Shift D covers vacation for Shift C & E.  
Shift E covers vacation for Shift C & D.
2. All vacation overtime will be recorded on the rotating overtime list. Any vacation overtime, refused by the employee will be charged against the employee on the rotating overtime list.
3. It is agreed and understood that overtime Distribution, pursuant to number 1 above, will result in unequal overtime between participating employees on an annual basis.

FOR THE EMPLOYER

/s/ Timothy A. Turner

Date: 01/07/04

FOR THE UNION

/s/ Lois J. Michael

/s/ Michael Zeigler

/s/ Gino Carbenia

Date: 01/07/04

**APPENDIX "I"**

**LETTER OF UNDERSTANDING**

**The City of Coshocton and Local 2551 and Ohio Council 8, both of the American Federation of State, County and Municipal employees, agree that they will meet in a Labor/Management meeting, to be held 90-120 days after the ratification of a new contract, for the intent of discussion of the current drug policy.**

For the Employer

/s/ J. Bradley Haynes  
J. Bradley Haynes, Mayor

/s/ James McClure  
James McClure, Service Director

Date 8/13/03

For the Union

/s/ Lois J. Michael  
Lois J. Michael, Union  
President

/s/ Matthew Foster  
Matthew Foster

Date 8/13/03

**APPENDIX M  
LETTER OF UNDERSTANDING/AGREEMENT**

The City of Coshocton herein referred to as the Employer and Ohio Council 8 and Local 2551 both of the American Federation of State, County and Municipal Employees, AFL-CIO herein referred to as the Union, parties to a Master Collective Bargaining Agreement effective August 1, 2009 through July 31, 2012 agree as follows:

The Union agrees to the use of seasonal employees as defined in the job description. Under the direction and assignments of the department head, the seasonal workers will work under the supervisor in the assigned department.

Such work shall be limited to up to 2 seasonal employees per department. The seasonal workers shall only work on a Monday through Friday day shift work week. The seasonal workers shall work a maximum of 500 total hours per calendar year.

Either party may cancel this provision upon ten (10) days notice.

Executed this 7th day of May 2010.

FOR THE EMPLOYER:

Steven Dorman  
John Stinner  
Paul Hill

FOR THE UNION:

Louis J. Melohi  
Mark Zup  
Ronald A. Brundage

\* would like to eliminate 500 hrs.

APPENDIX N  
LETTER OF UNDERSTANDING/AGREEMENT

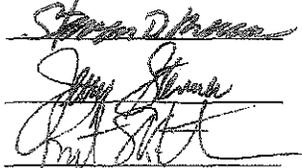
The City of Coshocoin herein referred to as the Employer and Ohio Council 8 and Local 2551 both of the American Federation of State, County and Municipal Employees, AFL-CIO herein referred to as the Union, parties to a Master Collective Bargaining Agreement effective August 1, 2009 through July 31, 2012 agree as follows:

Notwithstanding of Article 44, Subcontracting, the parties agree that the city may make use of W.I.A. (Workforce Investment Act) workers as provided through Hopewell Industries, to perform same duties as used in 2008.

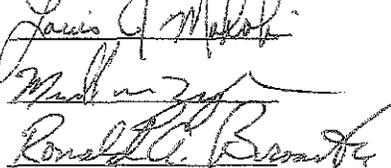
Either party may cancel this provision upon ten (10) days notice.

Executed this 7th day of May 2010.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX O  
LETTER OF UNDERSTANDING/AGREEMENT  
PART TIME LABORER

The City of Coshocton herein referred to as the Employer and Ohio Council 8 and Local 2551 both of the American Federation of State, County and Municipal Employees, AFL-CIO herein referred to as the Union, parties to a Master Collective Bargaining Agreement effective August 1, 2009 through July 31, 2012 agree as follows:

- 1) Scope of work shall be same as a fulltime position of same job description.
- 2) Base rate of pay shall be same as a full time laborer per hour.
- 3) Part time hours are defined as regularly scheduled up to 30 hours per week, Monday –Friday. The total hours worked, daily shift times and days worked, are on an as- needed basis at the discretion of the department heads.
- 4) If within the assigned department, extraordinary circumstances, weather conditions or absence of workers, merits the need for evening or weekend help, part time employees shall be given on the regular seniority basis, the right to work over 30 hours, up to 10 times per year. Base rate and overtime pay is subject to CBA.
- 5) Part time workers can float between departments at the discretion of the department heads, without temporary transfers.

Either party may cancel this provision upon ten (10) days notice.

Executed this 7<sup>th</sup> day of May 2010.

FOR THE EMPLOYER:


FOR THE UNION:


**APPENDIX P**

**MEMORANDUM OF UNDERSTANDING**

Effective upon execution of this agreement, the standard work week/working hours for Water Plant Operators shall be four (4) ten (10) hour shifts. Time worked in excess of forty (40) hours in a week or ten (10) hours in any twenty-four (24) hour period from the start of regular working hours shall be compensated at the rate of one and one-half (1 ½) times the normal rate of pay.

Since Water Plant Operators work a ten (10) hour shift, any wording in the current ASFCME contract that implies an eight (8) hour shift, the Water Plant Operators will observe as a ten (10) hour shift.

Any water operators with a ten (10) hour shift that are required to monitor the plant during off hours will be compensated two (2) hours of overtime. Required monitoring shall consist of checking the computer every half (1/2) hour between shifts.

This Understanding shall remain in effect for the duration of this contract except that in July, 2014 the arrangement will be reviewed by the Union and the City and will continue only on mutual agreement and may be renewed by mutual agreement.

Vacation coverage for Water Operators only is as follows:

- Operator #1 covers for Operator #2
- Operator #2 covers for Operator #1
- Operator #3 covers for Operator #4
- Operator #4 covers for Operator #3

Operators will not be able to work back to back shifts. Therefore, Operators on off days will need to cover when an Operator calls off while covering a shift.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

\_\_\_\_\_  
LOCAL 2551  
AFSCME, AFL-CIO

\_\_\_\_\_  
CITY OF COSHOCTON

\_\_\_\_\_  
OHIO COUNCIL 8, AFSCME, AFL-CIO

Date: \_\_\_\_\_

Appendix Q

Classification	8/1/15	Hourly Rate	Hourly Rate	Hourly Rate
	Base Rate	1/1/16	1/1/17	1/1/18
		2.50%	2.50%	2.50%
Health-Home Clerk/Registrar	\$ 19.29	\$ 19.77	\$ 20.26	\$ 20.77
Laborer	\$ 13.63	\$ 13.97	\$ 14.32	\$ 14.68
Pre-Treatment Coordinator	\$ 19.03	\$ 19.51	\$ 19.99	\$ 20.49
Utility Billing Supervisor	\$ 17.63	\$ 18.07	\$ 18.52	\$ 18.98
Utility Billing Collection Clerk	\$ 17.22	\$ 17.66	\$ 18.10	\$ 18.55
Utility Distribution Worker - Entry	\$ 16.78	\$ 17.20	\$ 17.63	\$ 18.07
Utility Distribution Worker 1	\$ 18.16	\$ 18.61	\$ 19.08	\$ 19.55
Utility Distribution Worker 2	\$ 19.03	\$ 19.51	\$ 19.99	\$ 20.49
Water Plant Lead Operator	\$ 21.09	\$ 21.62	\$ 22.16	\$ 22.71
Water Plant Operator - Entry	\$ 16.78	\$ 17.20	\$ 17.63	\$ 18.07
Water Plant Operator 1	\$ 18.16	\$ 18.61	\$ 19.08	\$ 19.55
Water Plant Operator 2	\$ 19.03	\$ 19.51	\$ 19.99	\$ 20.49
Water Plant Operator 3	\$ 20.16	\$ 20.66	\$ 21.18	\$ 21.71
Wastewater Plant Lead Operator	\$ 21.09	\$ 21.62	\$ 22.16	\$ 22.71
Wastewater Plant Operator -Entry	\$ 16.78	\$ 17.20	\$ 17.63	\$ 18.07
Wastewater Plant Operator 1	\$ 18.16	\$ 18.61	\$ 19.08	\$ 19.55
Wastewater Plant Operator 2	\$ 19.03	\$ 19.51	\$ 19.99	\$ 20.49
Wastewater Plant Operator 3	\$ 20.16	\$ 20.66	\$ 21.18	\$ 21.71
Water Meter Service Worker 1	\$ 18.16	\$ 18.61	\$ 19.08	\$ 19.55
Water Meter Reader	\$ 16.78	\$ 17.20	\$ 17.63	\$ 18.07
PW Cemetery Supervisor	\$ 16.98	\$ 17.41	\$ 17.84	\$ 18.29
PW Maintenance Electrician	\$ -	\$ -	\$ -	\$ -
PW Maintenance Mechanic	\$ 18.05	\$ 18.50	\$ 18.96	\$ 19.43
PW Maintenance Facilities	\$ 16.70	\$ 17.11	\$ 17.54	\$ 17.98
PW Street Supervisor	\$ 17.19	\$ 17.62	\$ 18.06	\$ 18.52
PW Worker 1	\$ 16.07	\$ 16.47	\$ 16.88	\$ 17.30
PW Worker2	\$ 16.70	\$ 17.11	\$ 17.54	\$ 17.98
PW Secretary	\$ 15.17	\$ 15.55	\$ 15.94	\$ 16.34

**City of Coshocton Healthcare Plan**

Appendix R

<b>Per Pay Deduction</b>	<b>Current Plan 12%</b>	<b>2015 Plan 13%</b>
Single Health	\$ 29.31	\$ 37.74
Family Health	\$ 95.24	\$ 118.14
Employee Spouse	\$ 61.55	\$ 77.05
Employee Child(Ren)	\$ 64.22	\$ 68.11
Employee/Children-Secondary Spouse	\$ 70.38	\$ 84.27
Employee/Secondary Spouse	\$ 45.47	\$ 53.90
<b>Annual Payroll Deduction</b>		
Single Health	\$ 762.06	\$ 981.29
Family Health	\$ 2,476.24	\$ 3,071.58
Employee+Spouse	\$ 1,600.30	\$ 2,003.21
Employee+Child(ren)	\$ 1,409.72	\$ 1,770.97
Employee/Children-Secondary Spouse	\$ 1,829.88	\$ 2,191.13
Employee/Secondary Spouse	\$ 1,182.22	\$ 1,401.45
<b>Claims - In-Network</b>		
Coinsurance	80%	80%
Single Deductible	\$500.00	\$500.00
Family Deductible	\$1,000.00	\$1,000.00
Max Out-of-Pocket Single	\$1,500.00	\$1,500.00
Max Out-of-Pocket Family	\$3,000.00	\$3,000.00
ER Emergency	80%	80%
ER Non-Emergency	80%	80%
<b>Inpatient Services</b>		
Institutional	80% after deductible	80% after deductible
Professional	80% after deductible	80% after deductible
Skilled Nursing (60 days max)	80% after deductible	80% after deductible
<b>Office Visits</b>		
Office Visit	\$15 copay	\$15 copay
Office Visit - Specialist	\$15 copay	\$25 copay
Urgent Care	100% after \$15 copay	100% after \$15 copay
<b>Outpatient Services</b>		
Allergy Testing	80% after deductible	80% after deductible
Allergy Treatment	80% after deductible	80% after deductible
Diagnostic Lab, X-ray and Medical Tests	80% after deductible	80% after deductible
Home Health Care (60 visits)	80% after deductible	80% after deductible
Surgery	80% after deductible	80% after deductible
<b>Outpatient Therapy</b>		
Cardiac Rehab	80% after deductible	80% after deductible
Chemotherapy	80% after deductible	80% after deductible
Chiropractic	100% after \$15 copay	100% after \$15 copay
Occupational Therapy	80% after deductible	80% after deductible
Physical Therapy	80% after deductible	80% after deductible
Speech Therapy	80% after deductible	80% after deductible
<b>Preventive/Addl.</b>		
Well Child	100%	100%
Pap Test	100%	100%
Hearing Exam	100%	100%
Immunizations	100%	100%
Physical Exam	100%	100%
Vision Exam	100%	100%
Mammogram	100%	100%
Standard Tests (Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, EKG, Urinalysis)	100%	100%
PSA	100%	100%
Colon Cancer Screening	100%	100%
Bone Density	100%	100%
Hospice (60 visits)	80% after deductible	80% after deductible

\* 12% of 2012 Cobra Rates      13% of Current & Future Years Cobra Rates

7/9/2015

**DENTAL**

	<u>2015</u>	<u>2014</u>
<b>Calendar Year Deductible* Per Person</b>	\$ 20.00	\$ 25.00
<b>Copayment Percentage (Amount paid by plan)</b>		
Preventive *	100% UCR	100% UCR
Basic	80% UCR	80% UCR
Major	70% UCR	50% UCR
Orthodontics	50% UCR	50% UCR
*Deductible waived for preventive services		
<b>Maximum Benefit ( Per Person per Calendar Year</b>	\$ 1,250.00	\$ 1,000.00
<b>Orthodontia (Lifetime Benefit)</b>	\$ 1,500.00	\$ 1,500.00

**Vision**

	<u>2015</u>	<u>2014</u>
<b>Examination Copayment</b>	\$ 20.00	\$ 25.00
<b>Maximum Benefit</b>		
<b>Frames</b>	\$ 125.00	\$ 95.00
<b>Lenses, per pair</b>		
Singular Vision	\$ 95.00	\$ 85.00
Bifocal Vision	\$ 125.00	\$ 110.00
Trifocal Vision	\$ 160.00	\$ 140.00
Lenticular Vision	\$ 175.00	\$ 160.00
Progressive Vision	\$ 225.00	\$ 200.00
<b>Contacts</b>		
<b>Medically necessary</b>		
Single	\$ 45.00	\$ 40.00
Pair	\$ 90.00	\$ 80.00
<b>Cosmetic</b>		
Single	\$60/ 6 lens box	\$50/ 6 lens box
Pair	\$120/ 2 boxes	\$100/ 2 boxes

**Maximum Benefit Period**

Examination.....	Once every 12 months
Frames.....	Once every 24 months
Lenses.....	Once every 24 months
Contact Lenses.....	Once every 12 months