



01-14-16
15-MED-08-0703
2380-03
K32961

AGREEMENT

between

THE CITY OF UHRICHSVILLE, OHIO

and

LOCAL 1958, UHRICHSVILLE CHAPTER, OHIO COUNCIL 8

OF THE

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE: JANUARY 1, 2016

EXPIRES: DECEMBER 31, 2018

TABLE OF CONTENTS

ARTICLE 1- PURPOSE4

ARTICLE II- UNION RECOGNITION4

ARTICLE III- EXCLUSIONS FROM BARGAINING UNIT WORK4

ARTICLE IV- MANAGEMENT RIGHTS.....5

ARTICLE V- CHECKOFF6

ARTICLE VI- FAIR SHARE FEE7

ARTICLE VII- UNION BULLETIN BOARDS7

ARTICLE VIII- UNION REPRESENTATION.....7

ARTICLE IX- DISCIPLINARY PROCEDURE.....8

ARTICLE X- GRIEVANCE PROCEDURE9

ARTICLE XI- PROBATIONARY PERIOD11

ARTICLE XII- SENIORITY.....11

ARTICLE XIII- LAYOFF AND RECALL.....12

ARTICLE XIV- HOURS OF WORK/OVERTIME13

**ARTICLE XV- PROMOTIONS/TRANSFERS/TEMPORARY TRANSFERS/WORKING
OUT OF CLASSIFICATION.....15**

**ARTICLE XVI- SICK LEAVE/INJURY LEAVE/EMPLOYEE ASSISTANCE
PROGRAM.....16**

ARTICLE XVII- LEAVES OF ABSENCE.....19

ARTICLE XVIII- HOLIDAYS20

ARTICLE XIX- VACATIONS.....21

ARTICLE XX- P.E.R.S. PICK-UP22

ARTICLE XXI- LONGEVITY PAY.....23

ARTICLE XXII- MAJOR MEDICAL HOSPITALIZATION/LIFE INSURANCE.....	23
ARTICLE XXIV- SUBCONTRACTING	25
ARTICLE XXV- JURY/COURT LEAVE	25
ARTICLE XXVI- REPORT-IN-PAY.....	26
ARTICLE XXVII- CALL-IN-PAY.....	26
ARTICLE XXVIII- UNIFORM, FOUL WEATHER GEAR ALLOWANCE.....	26
ARTICLE XXIX- UNION CONVENTIONS/CONFERENCES	26
ARTICLE XXX- PART-TIME EMPLOYEES/SEASONAL.....	27
ARTICLE XXXI- PERSONNEL RECORD.....	27
ARTICLE XXXII- LABOR MANAGEMENT COMMITTEE.....	27
ARTICLE XXXIII- WORK RULES	28
ARTICLE XXXIV- SAFETY AND HEALTH	28
ARTICLE XXXV- PAY CHECKS	29
ARTICLE XXXVI- NON-DISCRIMINATION	29
ARTICLE XXXVII- NO STRIKE - NO LOCKOUT	29
ARTICLE XXXVIII- WAGES - WAGE SCHEDULE.....	30
ARTICLE XXXIX- SAVINGS/SEVERABILITY/AMENDMENT ENTIERITY OF AGREEMENT	30
ARTICLE XL- SOCIAL MEDIA POLICY.....	31
ARTICLE XLI- DURATION OF AGREEMENT	33

ARTICLE 1 PURPOSE

This Agreement is made and entered into by and between Ohio Council 8, American Federation of State, County and Municipal Employees, (AFSCME), AFL-CIO, and Local 1958 Chapter, AFSCME, hereinafter referred to as the Union; and the City of Uhrichsville, hereinafter referred to as the Employer.

The purpose of this Agreement is to provide for the promotion of harmonious relations between the Employer and the Union; the establishment of as equitable and peaceful procedure for the resolution of differences; and the establishment of wages, hours and all other terms and conditions of employment.

ARTICLE II UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit in reference to wages, hours and terms and conditions of employment in the following unit:

INCLUDED. All employees of the City of Uhrichsville Service Department.

EXCLUDED. All clerical employees, and members of the Police and Fire Departments, Confidential employees, Management Level Employees and Supervisor as defined in the Act: including Service Department Supervisor.

Section 2. Should the Employer, during the period from January 1, 1987, through the term of this Agreement, create new classifications or establish classifications that are similar to any classifications under Section 1 above, or that establish the responsibilities or duties which are similar, then such newly created classifications or newly established classifications shall automatically be added and be made part of the bargaining unit.

ARTICLE III EXCLUSIONS FROM BARGAINING UNIT WORK

Section 1.

- A. All excluded persons from the bargaining unit will not perform more than incidental work of the sort normally performed by employees in the bargaining unit, except instruction, demonstrations, testing, checking experimental and emergency work. In addition, the Service Department Supervisor may continue to work along with employees to the extent performed prior to the effective date of this agreement. Such work shall not be expended on in any way or to erode bargaining unit work or classifications.
- B. Exceptions to the above, will be the Service Department Supervisor, who may

continue to share overtime as provided under Section 6, or Article XIV, to the extent such overtime was performed prior to the effective date of this Agreement, however, such overtime shall not be expanded on in any way, to erode the bargaining unit, or bargaining unit work.

ARTICLE IV MANAGEMENT RIGHTS

Agreements to change Bargaining Rights to Management Rights. Except as limited by the provisions of this Agreement, the Employer shall have the right to:

1. Determine matter of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of service, its overall budget, utilization of technology and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means of personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, conduct on duty, layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public Employer as a governmental unit;
10. In no event shall any right function, or prerogative of the Employer ever be deemed or construed to have been modified, diminished or impaired by any past practice or course of conduct or otherwise than by explicit provision of this Agreement.

ARTICLE V CHECKOFF

Section 1. The Employer agrees to deduct Union dues, initiation fees and assessments from the pay of employees within the bargaining unit upon receipt of a voluntarily written authorization executed on an authorization for Check off of Dues Form provided for that purpose.

Section 2. An employee shall have the right to revoke such authorization by submitting written notice to the Union and to the Employer as provided in Authorization for Check off of Dues Form.

Section 3. Deductions will be made from the pay of employees weekly. Should such deduction not be made in any given week, a double deduction will be made in the next following week. Dues in arrears shall continue until the employee is current.

Section 4. The Employer's obligation to make such deductions shall terminate automatically upon termination of the employment of the employee who signed the authorization or upon his transfer to a job with the Employer not covered by this Agreement, or upon his layoff from work or upon his absence due to an approved leave. Such deductions shall be resumed if an employee who is on layoff status is recalled, or an employee who is on an approved leave returns to work, or an employee transferred to a job not covered by this Agreement is later transferred to a job covered by this Agreement or a job to which an employee has been transferred becomes covered by this Agreement.

Section 5. Deductions provided in this Article shall be transmitted to the Comptroller of Ohio Council 8 no later than the tenth (10th) day following the month that pay dues are deducted. The Employer shall furnish together with its check for Union dues, an alphabetical listing by job classification, of all employees names, address, social security number, whose dues have been deducted showing the deductions. A copy shall also be forwarded or transmitted electronically to AFSCME Ohio Council 8 Akron Regional Office.

Section 6. The Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, suits and judgements, and other forms of liability which arise out of the payroll deduction of Union dues, and assumes full responsibility for the disposition of the dues so deducted once they have been turned over to the Union.

Section 7. Employees who are and/or become members of the Union shall remain members unless promoted or transferred to a position outside of the bargaining unit.

Section 8. The Employer will begin dues deductions sixty (60) days after the employee's date of hire.

ARTICLE VI FAIR SHARE FEE

Section 1. Effective January 1, 1987, all employees in the bargaining unit who sixty (60) days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment. All employees hired prior to or after January 1, 1987, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment. The fair share fee amount shall be certified to the Employer by the Treasurer of the Local 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. A separate alphabetical listing of all names of employees who are being deducted a fair share fee shall be furnished to Ohio Council 8 as provided under Article V, Section 5. Payment to the Union of fair share fee shall be made in accordance with regular dues deductions as provided under Article V. The Employer shall notify each new employee at the time of hire of their right to join the Union, or their obligation as a condition of employment to payment of a fair share fee as indicated above, and to provide such employee with two (2) Union authorization cards. The Employer shall submit a duplicate of the completed authorization to Ohio Council 8 within five (5) days of date of hire of such employee.

Section 2. In event an employee is not a Union member and does not pay a "fair share fee" as required under this Article, the Employer shall terminate the employee upon receipt of a notice of the employee's failure to submit to the fair share fee. Such termination shall take place no later than five (5) days following receipt by the Employer of such notification from the Union by certified letter.

ARTICLE VII UNION BULLETIN BOARDS

Section 1. The Employer shall provide a bulletin board in the service department of the Employer for use solely by the Union. The bulletin boards shall be used for posting union literature and Union information. Any other literature must be approved by the Supervisor or Service Director.

ARTICLE VIII UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances under the Grievance and Arbitration procedure of this agreement, shall be known as the steward and this steward shall be permitted an alternate steward only when the regular steward is absent from work.

Section 2 The processing of grievances may be on duty time. In addition, if grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any

loss of pay while attending the hearing.

Section 3. The grievance committee, by mutual agreement of the Employer or his representative may be permitted to meet with Council 8 staff representatives, concerning provisions of this agreement, during working hours without loss of pay. Notice in advance of such meeting will be provided to the supervisor whenever possible.

Section 4 There shall be a Union Safety Committeeman comprised of a Safety Chairman from the bargaining unit. Members of the Safety Committee shall be permitted to investigate safety matters that are brought to the attention of the Safety Committee during working hours without loss of pay. At least quarterly, a meeting between the Employer representatives and the Safety Chairman shall be held to discuss safety issues.

The Employer agrees to provide a safe and healthful work place. Unsafe or unhealthful conditions that are brought to the attention of the Employer shall be corrected as soon as possible.

Employees who refuse to perform any duty that may adversely affect the health and safety of the employee's, shall not be subject to discipline.

Section 5. The Union will notify the Employer of the names of Union officers, stewards, and members of the Safety Committee. The Union will also notify the Employer of changes that take place.

ARTICLE IX DISCIPLINARY PROCEDURE

Section 1. Employee may be disciplined, suspended or discharged only for just cause and proper cause.

Section 2. Any discipline against an employee must be taken within five (5) work days or less of the action that initiated disciplinary action.

Section 3. An employee shall have the right of Union representation at any step of the disciplinary process or counseling session for the purpose of resolving any dispute.

Section 4. All notices dealing with discipline shall state the type and amount of discipline imposed and all the reasons for the disciplinary actions taken. The employee shall receive a copy of any written disciplinary action at the time of discipline.

Section 5. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline will take into account the nature of the violation, the employee's record of discipline and the employee's record of conduct.

Section 6. Any discipline on an employee's record shall be removed after a period of twenty-four (24) months and shall thereafter not be used against the employee in any manner.

Upon ratification of this agreement, all employees will have all disciplinary records removed from his file. All past records shall not be used against any employee for discipline.

Section 7. The Employer agrees that all disciplinary procedures shall be carried out in a private and businesslike manner.

Section 8. All notices dealing with discipline shall state the type and amount of discipline imposed and all the reasons for the disciplinary action taken. The employee shall receive a copy of any written disciplinary action at the time of the discipline.

Section 9. Any employee discipline with suspension or discharge shall not be required to leave the premises until the employee has an interview with the employee's Union steward, if possible.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Should any dispute or grievance arise between the Employer and an employee of Employer and Union, including the interpretation and/or application of, or compliance with, any provision of this Agreement, including disciplinary action, such grievance shall be processed as described below:

STEP 1. An employee who has a grievance will take it up orally with immediate supervisor with his steward present, if requested. The supervisor shall answer the employee's grievance within five (5) working days after the grievance is presented to him. A steward having an individual grievance in connection with his own work may ask for any member of the Union to assist him in adjusting the grievance with his supervisor. No grievance will be considered later than ten (10) work days after the occurrence giving rise to the grievance, provided, however, an employee on vacation or approved leave of absence on the date of such occurrence may file a grievance within ten (10) working days after he returns to work.

STEP 2 If the grievance is not satisfactorily settled at Step 1, the grievant may, within five (5) working days after receipt of the Step 1 answer, have his grievance reduced to writing and filed by the steward with the employee's department head on a Grievance Form setting forth the details of the grievance (i.e., the facts upon which it is based, the time of occurrence, the relief or remedy requested, and the Section or Sections of this Agreement alleged to have been violated), dated and signed by the employee and his steward. The department head shall meet with the steward and grievant, together with the employee's supervisor, to review the matter within five (5) working days after the grievance has been filed and shall provide a written answer to the steward and aggrieved employee within five (5) working days after such meeting.

STEP 3. If the grievance is not satisfactorily settled at Step 2, the Union may, within five (5) working days after receipt of the Step 2 answer, appeal in writing to the Mayor. The Mayor or his designee shall within five (5) working days upon receipt of the appeal, meet with the employee, local Union representative, supervisor and the department head. The Mayor or his designee shall give his written answer to the aggrieved employee and those in attendance at the meeting within ten (10) working days after such meeting. All communications will be delivered in writing, to the Mayor's office, during working hours. A representative from Ohio Council 8 may be in attendance at such Step 3 meeting.

STEP 4. ARBITRATION. If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting notice to the Employer within ten (10) working days of the date of answer at Step 3 of their intent to arbitrate. The Union may thereafter request the Federal Mediation Conciliation Service to submit a list of seven (7) Arbitrator's to the parties. Upon receipt of the list from FMCS, the Arbitrator shall be selected by the alternate striking method. A flip of the coin shall determine who strikes first. The fees and expenses of the Arbitrator shall be borne equally by both parties. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The Arbitrator shall not have the power to add to, subtract from, or modify any term or conditions of this agreement. All decisions of Arbitrator's consistent with their jurisdiction, power and authority as set forth herein, and all ore-arbitrations grievance settlements reached by the Employer and the Union shall be final, conclusive and binding on the Employer and Union and the employee(s). The Arbitrator shall render a written decision to the parties within thirty (30) days from the close of the hearing. Time limits may be extended by mutual agreement of the parties.

Section 2. Employees or employee witnesses shall not lose pay for attendance at required grievance or arbitration proceedings/hearings. Expenses of any non-employee witnesses shall be borne by the party calling the witness.

Section 3. A policy grievance which affects all or a substantial group of employees and arising from the same event or set of facts may initially be presented by the Union itself at Step 3 of the Grievance Procedure. Any such grievance may not be presented later than ten (10) working days after an employee had knowledge of the event upon which the grievance is based.

Section 4. Grievances involving suspensions or discharge of an employee may be appealed directly to Step 3 of the grievance procedure.

Section 5. The time limits provided for in this Article may be extended by mutual agreement of the Employer and the Union. "Working days" as used in this Article shall not include Saturday, Sundays or holidays.

Section 6. Any grievance not presented within the time limits of any step shall not thereafter be considered a grievance under this Agreement. Failure to provide a timely answer under any step of the Grievance Procedure would mean the previous answer stands.

The Union shall have the right to withdraw any grievance from the Grievance Procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties or as they relate to that grievance or any other grievances.

Section 7. Grievance forms shall be provided by the Union.

ARTICLE XI PROBATIONARY PERIOD

Section 1. New hired employees shall be considered on probation for period of one hundred eighty (180) calendar days. But the Employer will allow Union deductions after sixty (60) days and will grant a first step pay increase after sixty (60) days.

Section 2. The Employer will furnish the Union a list of each new hire showing name, address, date of hire, starting rate, department and classification. The Employer shall also furnish this same information to the Ohio Council 8 Area Office, for employees who have completed this probationary period, been terminated, promoted or transferred.

ARTICLE XII SENIORITY

Section 1. Definition. Seniority is an employee's uninterrupted length of continuous service with the Employer complied by time actually on the employee's payroll, including any approved leaves of absence. Newly hired probationary employees who have completed their probationary period shall be entered on the seniority list, with seniority retroactive to date of hire.

Section 2. Seniority Posting. The Employer shall submit a copy of the seniority list showing the seniority of each employee listed by job classification and department to the Union. The seniority list shall be revised or updated every six months, if needed, with copies being furnished to the Union at such time.

Section 3. Loss of Seniority. An employee shall lose all seniority rights for any one or more of the following reasons:

- A. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement.)
- B. Voluntary resignation.
- C. Discharge for cause when such discharge is not reversed by way of the grievance and/or arbitration procedures.
- D. Failure to give notice of intention to report and/or failure to report for work when

recalled from layoff an employee shall be deemed to have failed to report for work if he does not report within ten (10) working day after the receipt of a letter or recall by certified mail, return receipt requested, unless due to actual illness or accident and the employee so notifies the Employer.

- E. Layoff for a continuous period of more than twenty-four (24) consecutive months.
- F. Failure to report off for three (3) consecutive work days, unless the employee can verify that conditions made it impossible for him to report off.
- G. Failure to report to work following the expiration of an approved leave of absence, unless a satisfactorily and/or reasonable reason is given to the Administration.

Section 4. Departmental seniority is defined as an employee's latest date of hire into the employee's department in which the employee is currently working a period of one hundred eighty (180) days then will carry all seniority they have with the Employer for vacation and longevity only.

ARTICLE XIII LAYOFF AND RECALL

Section 1. Wherever the Employer determines that it is necessary to reduce the number of employees in the Service Department due to lack of funds or lack of work, the affected employee(s) in the bargaining unit and local Union steward shall be notified in writing at least ten (10) days in advance of the effective date of such layoff. The Employer shall meet with the Union and explain and support lack of work or lack of funds.

Section 2. Whenever it becomes necessary to reduce the work force, the Employer shall layoff in the following manner:

- A. Any temporary employee with the Service Department shall be first laid off.
- B. Any part-time employees within the department and classification shall be next to be laid off.
- C. Any probationary employees within the department and classification shall be next to be laid off.
- D. Next to be laid off will be full-time employees, starting with employees with least seniority.

When affected employees seniority date are tied, layoff shall be determined by a flip of a coin.

Section 3. Any senior employee laid off under this Article and agreement, shall be entitled to be recalled to a vacancy within the department. Recall rights shall be for a period of twenty-four (24) months from the effective date of layoff.

Section 4. Recall of employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be by certified mail.

Section 5. The Employer shall not hire any new employee into a classification or job made part of this agreement during a layoff period, and may utilize remaining employees as they deem necessary.

Section 6. In event of layoff, any employee may choose to voluntarily exercise the right to layoff for the period of layoff.

ARTICLE XIV HOURS OF WORK/OVERTIME

Section 1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving service from establishing the work schedules of employees, or establishing part-time positions. Such restructuring shall not be done in an arbitrary manner nor for the purpose of avoiding the payment of overtime, except as stated under Section 6, herein. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work week for full time employees covered by the terms of this agreement shall be forty (40) hours, with seven (7) consecutive days for computation of pay and overtime purposes, inclusive of a one-half (1/2) hour paid lunch period. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 o'clock midnight the following Saturday. The standard work week shall be Monday thru Friday with Saturday and Sunday as consecutive days off. The standard daily work hours shall be 6:00 a.m. through 2:00 p.m.

Section 3. Each employee of the bargaining unit shall be granted a one half (1/2) hour paid meal period during each regular work shift as scheduled by their immediate supervisor. This one-half (1/2) hour meal period will be scheduled approximately at the middle of the shift.

Section 4. Each employee shall be granted a ten (10) minute rest period with pay, which will be scheduled whenever practical, approximately midpoint in the first one-half of the employee's regular work shift and in the second one-half of the shift. Employees who extend their rest period may be subject to disciplinary action. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to

be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival at work or early departure, nor may it be regarded as accumulative if not taken. The rest period may not be scheduled immediately before or after the employee's schedule lunch period.

Section 5. It is hereby provided that the standard hours of work for employees of the Service Department as far as possible and practicable shall be eight (8) hours per day and forty (40) hours in any one (1) week. However, all hours worked in excess of eight (8) hours in any twenty-four (24) hours period (day) or forty (40) hours in any one (1) week, shall be classed as overtime and shall be paid at the rate of time and one-half, with the exception of Sunday work. In no event shall premium pay be paid upon premium pay.

In the event an employee of the Service Department is scheduled to work on Sunday or is called out to work on Sunday, and said employee has been in pay status for forty (40) hours that week shall be paid at the rate of double time for all hours worked. Sunday shall be defined as the hours from 12:01 a.m. Sunday through 11:59 p.m. Sunday.

Employees wishing to use compensatory time must provide two (2) working days' notice and receive approval from the Employer. Such approval may be denied only based upon workloads requirements. In special circumstances, the two (2) working days' notice may be waived by the Employer.

Section 6. Employees may elect to receive compensatory time in lieu of overtime pay for overtime hours worked, by electing such compensatory time prior to the end of the pay period in which the overtime was earned. Employees will be permitted to earn one and one-half hours of compensatory time for every hour of eligible overtime worked. Employees may elect no more than a maximum one hundred hours of compensatory time in a one-year period and may carry over to the following calendar year no more than 40 hours. Any accumulated unused compensatory time, not elected by the employee to be carried over to the following year, shall be paid out in the next pay period.

Section 7. Opportunity to work overtime shall be distributed and rotated as equally as practicable among bargaining unit employees and their supervisor to the extent such overtime was performed prior to the effective date of this agreement, however, such overtime shall not be expanded on starting with the employee with the least number of overtime hours previously offered or worked, provided the employee is qualified to perform the specific overtime work required.

ARTICLE XV PROMOTIONS/TRANSFERS/TEMPORARY TRANSFERS/ WORKING OUT OF CLASSIFICATION

Section 1. Job Posting. When there is a vacancy in an existing job, or a new job within the bargaining unit, employees desiring to bid on such job may do so as follows:

- A. Notices of vacancy or new job shall be posted on Union bulletin boards for three (3) working days from the date the opening has been posted. Open vacancies or new jobs being posted shall indicate the classification, rate of pay, shift, department and duties of said classification.
- B. During this three (3) day period, employees who wish to apply for the posted opening may do so by submitting a bid application. The bid application must be in writing, signed by the employee, dated and be submitted to the Service Department Supervisor. Forms used for this purpose shall be provided by the Employer. The Employer shall receive a copy of such bid application.
- C. For employees who may be on vacation, sick leave or other authorized leave of absence, and during such absences, a vacancy is posted, the Employer shall consider and accept such bid, provided such employees submits a bid or application for a vacancy that may exist, or for any job the employee wishes to bid on for future consideration by the Employer before leaving on such authorized absences.
- D. If there is no qualified bidder, the Employer may fill the vacancy by hiring a new employee.

Section 2. Promotional Selection.

- A. The Employer shall fill the opening within ten (10) working days by selecting the employee with the most seniority who has the necessary skill and ability to perform the job.
- B. The Employer will provide a notice of selection to the Union for posting on Union bulletin boards.

Section 3. Temporary Transfers.

- A. In connection with the efficient operation of the Employer, the Employer has the right to temporarily transfer an employee to a different classification to fill in for sick leave, or for emergencies. Such transfer shall not exceed sixty (60) days unless mutually agreed to between the Union and Employer.

A temporary transfer shall be offered by seniority as long as the employee has the skill and ability to perform the work within the classification.

- B. An employee assigned to a lower paying classification shall receive his regular rate of pay for the duration of the temporary assignment.
- C. An employee designated by the Director of City Services or Service Department Superintendent, to a higher paying classification shall be paid at the higher rate of pay within the assigned classification for all hours in active pay status within that classification. This shall include the position of Service Department Superintendent, when the Superintendent is absent for eight (8) hours, and has assigned the senior employee.
- D. Temporary transfers or assignments shall not be used to avoid the Employer's obligations to employees or the Union under this agreement.

ARTICLE XVI
SICK LEAVE/INJURY LEAVE/EMPLOYEE ASSISTANCE PROGRAM

Section 1. Sick Leave. All employees covered under this agreement shall be entitled and credited to, for each completed hour of service, 0.0575 hours of sick leave with pay.

Sick leave shall be accumulative without limit.

Sick leave shall be charged in minimum units of one (1/2) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day of work week earnings.

Employees may use sick leave upon approval of their responsible administrative or supervisory employee for absence due to any of the following causes:

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. Must be verified by the employee's doctor or Employer appointed doctor if requested.
3. Examination of the employee, including medical, psychological, dental, or optical examination by an appropriate practitioner.
4. Death of a member of the employees immediate family and identified in 8, below. Such usage shall be limited to a reasonably necessary time, not to

exceed three working days.

- 4a Effective April 1, 1999 - employees shall be entitled to two (2) days of leave Which shall not be deducted from their accumulated sick leave.
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 living in the same household.
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 living in the same household.
7. Other specific health or medical related conditions seriously affecting the covered employee, or a member of his/her immediate family where the employee's presence is reasonably necessary, living in the same household.
8. Immediate family shall be identified and defined as: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child grandchild, a legal guardian, or other person who stands in place of a parent (loco parentis).

An employee who is or becomes sick and is unable to report for work, shall report off, or be reported off by some other person, as soon as possible prior to the normal starting and reporting time, but no later than one-half (1/2) hour after starting time. Failure to report off, absence extenuating or emergency type situations, the employee may be denied use of sick leave.

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.

Each employee may be required to complete a sick leave usage statement to justify the use of sick leave. If medical attention is required in the use of sick leave, a certificate stating the nature of their illness from a licensed physician/practitioner may also be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician/practitioner certificate shall be ground for disciplinary action up to and including termination.

The previously accumulated sick leave of an employee who has been separated from the public service, shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

A covered employee who have been laid off, suspended, or is on a leave of absence, shall not accumulate or receive sick leave credit for such period of time.

Vacation leave may be used for sick leave purposes, at the employee's request before using sick leave or upon exhausting accumulated sick leave. Employees who have exhausted their sick leave and vacation leave credits, may request and may be granted personal leave of absences without pay for a period not to exceed six (6) months. Illnesses exceeding six (6) months may be considered disability leave as may be necessary and the employee's job shall only be temporarily filled pending return to work. The Employer shall not arbitrarily deny an employee's requested disability leave or a return to work at their previous job.

Employees shall earn one (1) extra day per quarter if no sick time is taken within that time, for a maximum of four (4) extra days per year. Bonus will be given as pay. All other sick time remains as current contract language.

Sick Leave Conversion: Bargaining unit employees, upon retirement, shall be paid in accordance with the following formula:

Five (5) years of service but less than ten (10) years, one (1) days pay for every four (4) days of accumulated sick leave, not to exceed payment in the amount of thirteen thousand five hundred dollars (\$13,500).

Ten (10) years or more of service one (1) days pay for every two (2) days of accumulated sick leave, not to exceed payment in the amount of twenty seven thousand dollars (\$27,000).

Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only one time to any employee.

Death Benefits: In the event an employee dies, sick leave payments shall be made to the spouse, if no spouse survives, then to the estate, as follows:

Twenty-five percent (25%) of five years or more accumulated sick leave shall be paid for service of up to five (5) years or more, and fifty percent (50%) of accumulated sick leave shall be paid for service of ten (10) or more years.

Medical Examinations: The Employer may require an employee who has been absent due to personal injury or illness, prior to his return to work be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his duties.

If the result of such examination is disputed by the employee, the employee may obtain and submit to the Employer a second opinion through a physician/practitioner of his own choice, and the employee is responsible for all costs in such opinion. If the Employer disputes the second opinion of the employee, there shall be a third examination by a physician/practitioner selected jointly by the Employer and employee. The Employer and employee shall equally divide the cost of such third examination, and such examination shall be controlling and govern, only for such examination.

Section 2. Injury Leave. Any bargaining unit employees who are injured, disabled, or incapacitated in the actual discharge of their duties and responsibilities as assigned to them by the Employer, and is required to be absent from work, shall be paid under and compensated in accordance with the procedure and provision of Workers' Compensation law, O.R.C., or as otherwise provided by this agreement.

Section 3. Employee Assistance Program (EAP). The Employer and Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with the Employer's efficient and productive performance of his/her job duties and responsibilities.

The Employer and Union will therefore aid such employee's who request assistance with such problems. The Employer will direct, and the Union will encourage the employee to seek professional assistance where necessary. The Employee will go to treatment and use sick time or vacation pay to do so.

Records concerning an employee's treatment for alcoholism, drug or stress related problems shall remain confidential and shall remain separate from other personnel materials.

Employees participating will be entitled to use their accumulated vacation time and sick leave.

Employees participating in EAP will be required to use available sick leave. Upon exhaustion of the sick leave, the Employer will pay remaining wages.

ARTICLE XVII LEAVES OF ABSENCE

Section 1. All leaves of absence and any extensions thereof must be applied for in writing by the employee on a form to be provided by the Employer. Any request for leave of absence shall be answered in writing promptly, and the reason for any denial shall be given. An approved copy of any leave of absence granted under this Article will be furnished to the employee.

Section 2. An employee may, upon request, return to work prior to the expiration of any leave of absence only if such early return is agreed to by the Employer. Any employee who has been on any type of leave herein, shall, at the request of the Employer, submit a medical certificate indicating fitness to return to duty by a physician selected by the Employer.

Section 3. Seniority shall accumulated during any approved unpaid leave of absence.

Section 4. Upon returning from leave, the employee will be returned to the job classification, department and shift which he formerly held at the current rate of pay if the employee's seniority allows.

Section 5. Personal Leave. Employees who have completed the probationary period may be granted personal leave of absence without pay for good cause shown, by the Service Director, for a period not to exceed ninety (90) days. Such leaves of absence may be extended by the Employer.

Section 6. Military Leave. An employee shall be granted leave of absence for military duty in accordance with Federal and State Law and corollary codes and regulations thereto.

In regards to any employees who are members of the Ohio National Guard, the Ohio State Guard, the Ohio Navel Militia or other reserve components of the armed forces of the United States, shall be entitled to a leave of absence from their respective duties for such a time as they are in such military services on field training or active duty for periods not exceeding thirty-one (31) days in any calendar year. However, if an employee's military pay is less than his Employer pay during such periods, he shall be paid by the Employer the difference in money between the Employer pay and his military pay for such period. In determining such employees military pay for the purposes of this selection, allowances for travel, food or housing shall not be considered, but any other pay or allowances of whatever nature, including longevity pay, shall be considered.

Section 7. At the request of an accredited Union Representative, in writing, a Union leave of absence shall be granted to an employee who is selected to do work for the Union. Such leave must be renewed each year by the employee. Seniority shall accumulate during such leave.

ARTICLE XVIII HOLIDAYS

Section 1. All employees shall receive the following paid holidays each year of this agreement. Holiday pay shall also include shift differential where applicable:

1. New Year's Day:
2. Martin Luther King Day
3. President's Day:
4. Good Friday
5. Easter Monday
6. Memorial Day
7. Independence Day
8. Labor Day

- 9. Columbus Day
- 10. Veteran's Day
- 11. Thanksgiving Day
- 12. Christmas Eve
- 13. Christmas Day

Three (3) Personal Days

Section 2. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Section 3. If a holiday falls during an employee's vacation period, he shall be paid for the holiday, or he may extend his vacation accordingly upon notification to the supervisor.

Section 4. Employees scheduled to work on any of the above holidays, shall be paid eight (8) hours holiday pay and time and one-half their regular rate of pay for all hours worked or credited with for pay purposes.

Section 5. An employee, to be eligible for holiday pay, must work the last scheduled day prior to the holiday and the first scheduled day following the holiday unless excused by his supervisor, or the employee submits a doctor's statement for his absence.

Section 6. A personal holiday may be scheduled off, as the employee desires, upon a five (5) day notification to the employee's supervisor with approval. The personal day may be scheduled off in conjunction with the days off, vacation, holidays, or other times off as provided under this agreement. In case of emergency situations, the five (5) day notification period may be waived upon approval of the Service Director. The employee's request shall not be unreasonably denied.

Section 7. All holiday pay will be paid on the first pay in November.

**ARTICLE XIX
VACATIONS**

Section 1. Permanent employees shall enjoy the following vacation schedules:

<u>Years of Service</u>	<u>Paid Days Off</u>
Less than one (1) year service	No vacation
one to seven	3 weeks (15) days
seven to fifteen	4 weeks (20) days
fifteen to twenty-two	5 weeks (25) days
twenty-two years or over	6 weeks (30) days

Newly hired or re-hired after 07/01/06

Years of Service

uPaid Days Off

after 1 year of service
after 3 years of service
after 6 years of service

1 week (5 days)
2 weeks (10 days)
3 weeks (15 days)

after 7 years of service	4 weeks (20 days)
after 16 years of service	5 weeks (25 days)
over 22 years	6 weeks (30 days)

Section 2. Vacation time earned shall be used in the year immediately following the anniversary year in which it is earned. Seniority in the department shall be the determining factor as to vacation selection dates. Five (5) days notice must be given to take vacation time off. The five (5) day notification period may be waived upon approval of the Service Director. The employees request shall not be unreasonably denied.

Section 3. Vacation time off and vacation pay is earned in the year preceding. Therefore, an employee shall qualify immediately after each anniversary year for the vacation time corresponding to his/her years of service reached during that year.

Section 4. Any employee with prior service with the Employer in public employment will have his/her total years of employment added together to determine years of service for vacation eligibility.

Section 5. Employees may request to carry over not more than two (2) working weeks vacation into the next anniversary vacation period with approval of the Service Director.

Section 6. In case of death of an employee, the unused vacation leave shall be paid to the deceased employee's spouse, if no spouse survives, then to the estate in accordance with State Law.

Section 7. Employees whose employment ceases, for any reason, including layoff, termination, quit and retirement, shall be paid the unused portion of the employee's earned vacation at 100% of the employee's normal rate of pay.

Section 8. Employees shall not be required to work during a vacation period which is interpreted to include Saturday and Sunday.

Section 9. Vacations will normally be scheduled to start on a Monday, unless the employee desires to have vacation start on a different day of the week and it is approved by the supervisor.

Section 10. An employee with more than two (2) weeks of vacation accrual may take one (1) week off in eight (8) hour increments.

ARTICLE XX P.E.R.S. PICK-UP

Section 1. Effective January 1, 2016, all members of the bargaining unit will pay the employee's contribution to the pension fund. The Employer will continue to pay the Employer's portion of the contribution.

**ARTICLE XXI
LONGEVITY PAY**

Section 1 Effective January 1, 1996, longevity pay for bargaining unit employees, who upon completion of three (3) years service with the Employer, through twenty-four (24) years, shall be paid additional compensation on the first pay of December of each year computed at the rate of **\$2.40** per month for each month of service.

**ARTICLE XXII
MAJOR MEDICAL HOSPITALIZATION/LIFE INSURANCE**

Section 01. The Employer will continue to offer the existing 2015 coverage for the year 2016. In 2016, the Employer will transition to the Insurance Committee described below. The Insurance will continue to offer similar or same benefits unless changed by the insurance committee.

Section 02. Insurance Committee. The City will establish an Insurance Committee comprised of one (1) representative from each of the City employee bargaining units whose members are eligible for health care benefits, provided the unit has agreed to have a representative on the Committee, and up to three (3) representatives appointed by the City.

For purposes of this article, Rank and Patrol Officers shall be considered one (1) unit. Each local Union shall notify the City of the name of its representative. Decisions of the Committee shall be by majority vote of the Committee. Union Staff representatives may attend as an advisor, but not as a participant or voting member.

A. The Committee shall meet no later than ninety (90) calendar days prior to the end of the plan year to make decisions for the following plan year. The City will provide the Committee with all costs and experience data it has available.

B. The Committee may decide any of the following:

I. To keep the same plan and pass on any cost increases above the base contributions rates set forth in this article; or

2. To change the plan and reduce the level of benefits so that there is no increase in the cost of the plan; or

3. To change the plan and reduce the level of benefits, and if there is an increase to the base contributions rates set forth in this article, pass that increase on; or

4. To change the plan and increase the level of benefits if there is a decrease to the base contribution rates set forth in this article and pass that decrease on through contributions.

If the Committee is going to request that the City take bids, the Committee must provide the City with the necessary information by August 15 preceding the plan year for which bids are to be taken.

Ties will be decided by the flip of a coin.

ARTICLE XXIV SUBCONTRACTING

Section 1. The Employer reserves the right to contract or subcontract out projects which requires a high degree of specialization that bargaining unit employees cannot perform, and are not qualified to do, or the department schedule will not allow the job to be done within the departments normal work day of forty (40) hour week.

The Employer shall not use this section as a reason to dispose of or not replace equipment or to erode bargaining unit classifications or work.

ARTICLE XXV JURY/COURT LEAVE

Section 1. Permanent full-time employees who are required to serve on a County, Municipal, Federal Jury or Grand Jury, shall be paid for each day served, the difference between the amount paid for such services, and the amount equivalent to the daily rate for such employees.

Section 2. Employees must notify their supervisor within twenty-four (24) hours after receipt of notice of selection for Jury Duty.

Section 3. Any employee called for Jury Duty and who is temporarily excused from attendance at Court must report for work if a reasonable period of time remains to be worked in his shift.

Section 4. In order to be eligible for such payment, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received. Days paid for serving on Jury Duty shall be considered days worked for the purpose of computing overtime pay.

**ARTICLE XXVI
REPORT-IN-PAY**

Section 1. Any employee who reports to work on a schedule work day and upon reporting to work finds work not available due to an emergency condition beyond the control of the Employer, may be assigned any available work or be sent home. If the employee is sent home, the employee shall be paid four (4) hours compensation at his regular rate of pay.

**ARTICLE XXVII
CALL-IN-PAY**

Section 1. When an employee completes his regularly scheduled work day and goes home, and is called back into work, he shall be guaranteed three (3) hours pay at the overtime rate of pay.

Section 2. Effective January 1, 2016, employees on Stand-By notice, during the season as scheduled shall receive twenty dollars (\$20.00) per day for Saturday and Sunday Standby-by. Employees carrying beepers (weekdays and/or weekends) shall be required to respond to emergency calls within twenty (20) minutes.

**ARTICLE XXVIII
UNIFORM, FOUL WEATHER GEAR ALLOWANCE**

Section 1. Beginning January 1, through December 31 of each contract year, the employer shall reimburse bargaining unit members (\$825.00) eight hundred twenty five dollars for the purchase of work clothes and foul weather gear.

1. The employees shall render receipts for purchases, for which the auditor shall write the checks.
2. The Employer agrees to reimburse employees the cost of renewals of Commercial Drivers Licenses (CDL).
3. Employees may carry over a maximum of (\$100.00) dollars of any unspent reimbursement to the next calendar year.

**ARTICLE XXIX
UNION CONVENTIONS/CONFERENCES**

Section 1. At the request of the Union, one (1) employee shall be permitted time off to attend the International Union, Ohio Council 8 Conventions or other conference/seminars at no cost to the Employer, with approval of the Service Director. Such time off shall not exceed ten (10) days per year.

ARTICLE XXX
PART-TIME EMPLOYEES/SEASONAL

Section 1. The Employer may continue to employ part-time or seasonal workers for maintenance of Employer grounds, parks, swimming pool, concession stands, etc., and continue to use services provided through Harcatus program, Mayor's Court, the Tuscarawas Department of Human Services and any other job training partnership program.

Section 2. The work performed by the above personnel shall not be performed with the intent or implication to displace, cause reassignment of bargaining unit employees, cause or create layoffs, or in any other way infringe upon the provisions of this agreement.

ARTICLE XXXI
PERSONNEL RECORD

Section 1. An employee shall have the right to inspect his personnel record upon notification to his supervisor. The employee may compile a list of the documents he finds therein. The employee may request a copy of any material he finds therein of the Employer, who shall make a copy for such employee at no cost or charge to the employee or the Union.

Section 2 Official Personnel Records as used herein shall mean "Public Records". Public Records shall mean those records so identified and available as provided by Ohio Revised Code Section 149.43. The Union or an employee shall furnished copies without charge or costs for any provisions of this agreement made necessary for representation purposes, discovery purposes, and including disciplinary actions, but not limited thereto.

Section 3. An accredited Union representative of AFSCME shall have the right to inspection of an employee's personnel record subject to the notification as provided under Section 1 and may be required to sign a personnel records inspection form when inspecting any service department employee's records.

ARTICLE XXXII
LABOR MANAGEMENT COMMITTEE

Section 1. There shall be a quarterly meeting of the parties with Service Department Supervisor, Service Director, and Grievance Committee from the Union, representatives of Ohio Council 8, may also be in attendance. Such meetings shall be held the first Monday of each quarter commencing at 9:00 a.m., unless otherwise mutually agreed. The purpose of the meeting shall be to discuss matters affecting bargaining unit employees, and may include grievance that may be pending at Step 3 of the Grievance Procedure. The Union shall submit an agenda of items to be discussed not later than three (3) days prior to the meeting. The Employer will give verbal responses if possible, at the meeting and will pay up to two (2) hours regular pay for any persons employed by the Employer for such meetings.

ARTICLE XXXIII WORK RULES

Section 1. The Employer, under the provisions of this agreement, has the right to promulgate reasonable work rules, policies and procedures that regulate the personal conduct of employees, and the conduct of the employees services and programs. The Union and/or employees reserves the right to grieve the reasonableness of work rules, policies and procedures, or by the personal conduct rules, or any matter which is instituted by the Employer which violates the mandatory provisions of bargaining.

Section 2. At least fourteen (14) days prior to implementation of any work rule, policy or procedure, or provisions under Section 1 above, which affects bargaining unit employees of the Union, the Employer shall post a copy on the Employer and Union bulletin board with a copy forwarded to the local Union Chairperson.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policy or procedure shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement.

ARTICLE XXXIV SAFETY AND HEALTH

Section 1. The Employer and employees shall work together to make reasonable provisions for the safety and health of the employees at various facilities and during the hours of employment. All stations, trucks and garages, operated by the Employer shall be provided with adequate first aid equipment, and the employees informed as to whom shall administer such first aid. Proper heating, ventilating and sanitary facilities shall be provided by the Employer and kept in good condition by the Employer and employees. All equipment shall be maintained in safe operating conditions at all time by the Employer.

Section 2. In the event an employee becomes injured during working hours and cannot continue for the remainder of the shift, shall be paid for the remainder of the shift.

Section 3. Employees shall be responsible for maintaining the cleanliness of the various work area where work is performed such as sweeping, proper storage of the Employer owned property, and the Employer shall provide for the safe keeping and protection of all equipment and property thereto.

Section 4. Complaints involving unsafe equipment or conditions are to be reported to the Service Department Supervisor. If the Supervisor finds the equipment to be unsafe or the equipment that is not safe or the condition is not corrected within a reasonable time, the employee or Union may file a complaint through the grievance procedure. Equipment that is unsafe to operate shall be "red-tagged" by the supervisor with the employees not being required to operate any equipment so "red-tagged".

Section 5. The Employer shall make every reasonable effort to comply with Federal, State, or Local Safety & Health Laws and Rules and Regulations.

**ARTICLE XXXV
PAY CHECKS**

Section 1. All checks will be direct deposited weekly.

**ARTICLE XXXVI
NON-DISCRIMINATION**

Section 1. There shall be no discrimination by the Employer against any employee, applicants or new hires in any manner relating to employment because of age, sex, sexual orientation, color, creed, national origin, marital status, political affiliation, disability, handicap, Union membership, Union activity or representation rights or official capacity on behalf of the Union.

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

**ARTICLE XXXVII
NO STRIKE - NO LOCKOUT**

Section 1. The Employer agrees that during the period of this agreement there shall be no lockout and the Union agrees that during the period of this Agreement, neither it nor its officers, agents, members, or employees it represents will, directly or indirectly, call, sanction or engage in any strike, sympathy strike, sick out, work stoppage, slowdown, or other interruption of the continuity of operation which may be called by any organization or individual, either within or without this Union or some other Union and will not recognize or respect any picket line, but will carry out its regularly assigned duties irrespective of all requests, demands or mandates of any sort during the life of this Agreement. This section shall apply regardless of whether these prohibited acts be in connection with a dispute between the Union and the Employer, or between the Employer and any other Union, organization, group, or individual. Refusal by any employee to cross a picket line set up or near the Employer's premises by any other organization, group or individual will be considered as a work stoppage or interruption in violation of this Agreement, and shall give the Employer the right to obtain injunctive or otherwise appropriate legal relief.

Section 2. It is agreed that should an employee or group of employees violate the proceeding Section of this Article, such employees or group of employees shall be subject to discipline or disciplinary layoff as the Employer may see fit, and such discipline need not be uniformly imposed. Where an employee has instigated, or exercised a leadership role in such action, or has failed to take all possible action to thwart or prevent such action, if the employee is in a position of responsibility with the Union, the Employer could impose discipline up to and including discharge.

Section 3. In the event of violation of Section 1 of this Article the Union agrees that it will immediately (within 24 hours after it is notified by the Employer that a strike is in process) disavow responsibility for the strike and request that the striking employees return to work. Such order will be given orally to employees who are actually picketing and the Union will also make a public announcement to this effect.

**ARTICLE XXXVIII
WAGES - WAGE SCHEDULE**

Section 1. See Article XX. The wages provided in section 2 shall remain in effect through the term of this agreement.

Section 2. Wage Schedule

<u>Effective</u>	<u>1/1/2016</u>	<u>1/1/2017</u>	<u>1/1/2018</u>
Assistant Foreman	\$16.73	17.07	17.07
Mechanic II	\$16.43	16.76	16.76
Service Dept. Maintenance Employee	\$15.84	16.15	16.15
Laborer- 1 st day to 6 months	\$14.77	15.07	15.07
Laborer- 6 months to 12 months	\$14.94	15.24	15.24
Laborer- after 12 months	\$14.94	15.24	15.24

****Prior to 1/1/2018, either party may request a wage reopener****

**ARTICLE XXXIX
SAVINGS/SEVERABILITY/AMENDMENT
ENTIRETY OF AGREEMENT**

Section 1. Should any provision of this Agreement be invalid by operation of law outside the provisions of this Agreement or by a Court of Competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

Section 2. Should any Section or provisions of this Agreement be invalidated as outlined above, upon written request by either party, the parties shall meet within thirty (30) days from such ruling, or final appeal thereto, to discuss and/or negotiate an alternative to the Invalidated Sections or provisions.

Section 3. This Agreement may not be amended during its term except by mutual agreement between the parties hereto, and made part of this Agreement. The provisions of this Agreement shall be binding upon the parties' successors, or assigns.

Section 4. The provisions of this Agreement shall be inclusive as to all bargainable matters relating to wages, terms of employment and working conditions. The Employer and the Union for the life of the agreement each agree that the other will not be obligated to bargain collectively with respect to any subject matter referred to or governed by this agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions.

It is further acknowledged that during the negotiations which resulted in this agreement, the union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, the Union agrees that the Employer shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this agreement, and the Union expressly waives any right to request or require the Employer to do so.

All Ordinances or parts of Ordinances dealing with benefits and salaries of the Service Department are hereby repealed. Any verbal or written agreement, order or understanding which are not included in this Agreement are declared to be null and void.

ARTICLE XL SOCIAL MEDIA POLICY

Use of social media presents certain risks and carries with it responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all employees.

1. Guidelines: Social media can mean many things, and includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with the company, as well as any other form of electronic communication, including but not limited to Facebook, Twitter, Tumblr, Flickr, Instagram, etc.

You are entirely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects clients, customers, vendors, suppliers, or people who work on behalf of the city's legitimate business interests, may result in disciplinary action up to and including termination.

2. Know and follow the rules: Carefully read these guidelines, the city's [EEO policies, Code of Conduct, etc.], and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

3. Respectfulness: You should always be courteous to fellow employees, clients, customers, vendors, and suppliers. You are more likely to resolve work problems by speaking directly with

your co-workers or supervisor(s) than by posting complaints on social media. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that are malicious, obscene, threatening or intimidating, that disparage employees, clients, customers, vendors or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation, or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or city policy.

4. Honesty and accuracy: Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about city, fellow employees, consultants, clients, customers, vendors, suppliers or competitors.

5. All content posted should be appropriate and respectful: Maintain the confidentiality of city's confidential information. Do not post internal reports, policies, procedures or other internal business-related confidential communications. Do not create a link from your blog, website or other social networking site to a city website.

6. Social media at work: Do not use social media while at work or on city equipment, unless it is work-related and authorized. Do not use your city email to register on blogs, social networks, or other forms of social media.

7. Personal opinions only: Do not represent yourself as a spokesperson for the city. If the city is a subject of the content you are creating, be clear and open about the fact that you are an employee and clarify that your views do not represent those of the city, fellow associates, members, customers, suppliers or people working on behalf of the city. If you do publish a blog or post online related to the work you do or subjects associated with the city, clarify that you are not speaking on behalf of the city.

8. No retaliation: The city prohibits taking adverse action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

9. Protected Activity: The city understands that some activity may be protected by the State Employment Relations Board, The National Labor Relations Board and other Federal and State laws and this policy is not intended to interfere in these rights.

**ARTICLE XLI
DURATION OF AGREEMENT.**

This agreement shall be effective from January 1, 2016 through December 31, 2018.

In witness whereof, the parties have set their signatures on the ____ of _____, 2018.

For the Union:

Michael Puzbe

Barth A. [Signature] 30 Dec. 2015

For the city of Uhrichsville:

Joseph Culbertson Mayor

Bill Sandison

BK [Signature]