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AGREEMENT

between

CITY OF AKRON

and

**LOCAL 1360, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

**EFFECTIVE: JANUARY 1, 2016
EXPIRES: DECEMBER 31, 2018**

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**AGREEMENT
BETWEEN CITY OF AKRON
AND
LOCAL #1360 AND OHIO COUNCIL 8, AMERICAN FEDERATION OF STATE,
COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO**

THIS AGREEMENT entered into at Akron, Ohio, through Danial Horrigan Mayor of The City of Akron, (hereinafter referred to as the ADMINISTRATION), and Local #1360, and Ohio Council 8, both of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the UNION), cancels and supersedes all other agreements heretofore made between the parties.

WITNESSETH:

WHEREAS, in order that the ADMINISTRATION and the UNION may work together in harmony and so that any matter which may arise between the UNION, its members, or members within the appropriate unit and the City may be settled in an orderly fashion; and

WHEREAS, the parties hereto recognize that any strike, lockout, or other concerted activity, resulting in the inefficient operation of the City, is highly undesirable not only from the standpoint of the City government and the UNION, but more particularly so from the standpoint of the general welfare of the Citizenry; and

WHEREAS, it is the desire of both parties to this Agreement to avoid disputes, and to bargain collectively with regard to wages, hours, and working conditions in the City, and in further consideration of the covenants and agreements made by each of the parties as hereinafter set forth, the parties mutually agree to be legally bound hereby and stipulate as follows; and

WHEREAS, the existing contract between the ADMINISTRATION and the UNION expired on **December 31, 2015**; and

WHEREAS, good faith collective bargaining resulted in certain agreements between the parties;

The ADMINISTRATION and the UNION agree as follows:

ARTICLE I
PURPOSE

The objectives of this Agreement are as follows:

- A. To achieve and maintain a satisfactory and stabilized employer - employee relationship and improved work performance;
- B. To provide for the peaceful adjustment of differences which may arise;
- C. To attract and retain qualified employees by providing those benefits usually attainable in non-governmental employer-employee relationships;

- D. To assure the effectiveness of service by providing an opportunity for employees to meet with the ADMINISTRATION through their representative to exchange views and opinions on policies and procedures affecting the conditions of their employment subject to the Ohio Constitution, laws and requirements of the public service;
- E. To protect the right of every employee to fair and impartial treatment regardless of membership or non-membership in an employee organization;
- F. To provide an opportunity for the UNION and the ADMINISTRATION to negotiate over wages, hours, terms and conditions of employment. It being understood that this Agreement pertains to all employees within the bargaining unit defined hereunder, except those specifically exempted.

ARTICLE II
MANAGEMENT RIGHTS

- A. It is recognized that the operating of the City of Akron and the full direction of the working forces is the function and responsibility of the ADMINISTRATION. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any City official, or to in any way abridge or reduce such authority, but this Agreement shall be construed as requiring said City officials to follow the procedures and policies prescribed herein, to the extent they are applicable, in the exercise of authority conferred upon them by law.
- B. The ADMINISTRATION will notify the UNION President before posting work rules established solely by the ADMINISTRATION. Work rules will not become effective until after they have been posted for ten (10) calendar days. Notice shall be deemed the date of mailing.

Upon request of the UNION, the ADMINISTRATION agrees to meet with the UNION to discuss the posted work rules prior to implementation.

ARTICLE III
UNION RECOGNITION

- A. UNION Recognition:

The ADMINISTRATION hereby agrees to recognize the UNION as the sole and exclusive bargaining agent, for the purpose of collective bargaining in any and all matters relating to wages, hours, and working conditions of all City employees in the bargaining unit, attached hereto and known as APPENDIX "A."

- 1. The UNION will notify, in writing, the Mayor or his designee, of the name and department of its officers, stewards or other representatives authorized to act on behalf of the UNION. The UNION agrees to keep the list of such representatives reasonably current.

B. Bargaining Unit:

The ADMINISTRATION recognizes those classifications included in APPENDIX "A" attached hereto, as comprising the entire Local #1360, AFSCME bargaining unit for the term of this Agreement, subject to the following conditions:

1. Excluded from the bargaining unit are:
 - a. New employees still within their probationary period.
 - b. Temporary employees during their first ninety (90) days of employment, and seasonal employees during their first ninety (90) days of continuous employment.
 - c. Those employees in all classifications presently existing that are excluded from the bargaining unit by virtue of not being included in APPENDIX "A" subject however to paragraph B.2. of this Article.
2.
 - a. The UNION shall be notified of any proposal to establish a new job classification or to change duties and responsibilities of any existing job classification thirty (30) days before the Civil Service Commission acts upon the proposal. This time limit may be waived by the mutual agreement of the parties.
 - b. If a new classification is established, the ADMINISTRATION shall promptly notify the UNION of its decision that the job classification be included or excluded from the bargaining unit.
 - c. The UNION may grieve the failure to receive timely notification in paragraph 2.a. above, or the ADMINISTRATION'S decision in paragraph 2.b. above. A grievance concerning paragraph 2.b. above will be decided based on the relationship the new classification has to existing bargaining unit or non-bargaining unit classifications in the City.
 - d. The UNION may process the grievance beginning at the Fourth (4th) step of the grievance procedure as outlined in this Agreement, provided the grievance is submitted in writing within seven (7) days.
 - e. This section shall not be used for the purpose of eroding the present bargaining unit, as contained in Appendix "A" of this Agreement.
3. The bargaining rights agreed to herein shall be interpreted to mean that the ADMINISTRATION will neither make changes nor make recommendations concerning matters subject to the collective bargaining process (wages, hours, conditions of employment), without first negotiating with the UNION and attempting to reach agreement thereon.

The ADMINISTRATION will notify the UNION President or his designee in writing, on a monthly basis, of all new hires in the bargaining unit, showing name, address, title, and department working for the previous month.

The UNION President or designee will be forwarded written notification and notice of all bargaining unit employees being laid off or recalled. Said notice will be forwarded to the President or his designee two (2) weeks prior to lay off or recall effective date.

ARTICLE IV
UNION REPRESENTATION

- A. The UNION'S duly constituted representative/s shall have the right and duty as to employees in the UNION'S bargaining unit to:
1. Represent said employees in meetings, conferences, hearings, etc., with the ADMINISTRATION or its duly authorized representative/s.
 2. Represent said employees in grievances in accordance with the grievance procedure under Article XIX.
 3. Represent said employees in disciplinary matters and safety matters in accordance with Article VIII and Article XI.
 4. The President and Grievance Chairman or their designees shall have reasonable access to City facilities to investigate disciplinary actions or other matters relating to the provisions of this contract. Said access is contingent upon obtaining the permission of the department head involved. Said permission shall not be arbitrarily withheld. Nothing in this section shall be construed to interfere with City services.
 5. The President of the UNION or a representative designated by the President shall be paid for lost time to represent bargaining unit employees on service rating appeal reviews before the Personnel Director.
 6. In addition to the above, the provisions for paid time off under the Mayor's Executive Order of February 23, 1968, shall remain in effect and not unreasonably be denied or withheld by the ADMINISTRATION or Supervisory employees.
 7. When an employee is called in for disciplinary matters, the employee shall have UNION representation.

No UNION matters shall be conducted during overtime work, excepting only such matters as may involve extreme emergencies to the health and safety of an employee. The UNION shall notify the Division or Department Head prior to contacting any employee on City time.

- B. **Union Orientation: The Local Union president or designee shall be afforded one (1) hour paid time to meet with newly hired employees for the purpose of employee rights as it pertains to the Collective Bargaining Agreement.**

ARTICLE V
BULLETIN BOARDS/UNION NOTICES

The City bulletin boards may be used by the UNION, but only for the following notices:

- A. Recreational and social affairs of the UNION.
- B. UNION elections and nominations.
- C. UNION meetings.
- D. Reports of UNION committees.
- E. Rulings or policies of the International Union, District Council #8 or Local #1360, AFSCME

Notices and announcements will not contain anything political or derogatory, or anything reflecting upon the City, any of its employees, or any labor organization among its employees and shall be signed by a member of the Union's Constitutional Executive Board.

ARTICLE VI
UNION SECURITY

- A.
 - 1. The City recognizes Ohio Council 8 and Local 1360, AFSCME, AFL-CIO as the exclusive bargaining representative for all employees working in classifications contained in Appendix "A" of this Agreement.
 - 2. The ADMINISTRATION agrees to deduct UNION dues or a fair share fee for all bargaining unit members from each pay period and send this amount to the UNION.
 - 3. As a condition of employment, all employees who are not members of the UNION shall become and remain members in good standing of the UNION or shall pay to the UNION a fair share fee equal to the regular and usual dues of a UNION member.
 - a. All new employees, as a condition of employment on their 91st day of employment, shall become and remain members in good standing of the UNION or shall pay to the UNION a fair share fee equal to the regular and usual dues of a UNION member.
 - 4. The UNION will provide to the City a signed authorization/checkoff card for each employee who chooses to pay UNION dues.
 - 5. When dues deductions are made, during each pay period, the City will furnish the Controller of Ohio Council 8 a check for all dues deductions along with a computer printout of UNION members in alphabetical order, indicating the department where the individual works as well as the amount deducted for UNION dues. The City also shall provide the UNION and AFSCME Ohio Council 8 Akron office with the name

of each employee whose name has been omitted since the prior pay period's list and the reason for the omission.

6. The deduction of fair share fee is automatic and does not require a written authorization/checkoff card for payroll deduction. Payment to the UNION of fair share fees will be accompanied by an alphabetical list of names, indicating the department where the individual works as well as the amount of the fair share fee deducted. The City also shall provide the UNION with the name of each employee whose name has been omitted since the prior pay period's list and the reason for the omission. This list shall be separate from the list of employees who have UNION dues deducted.
7. The UNION agrees to provide to each employee who pays a fair share fee a copy of the UNION's rebate procedure. The UNION President or his designee will be given a reasonable period of time to meet with each new employee during the employee's shift to solicit UNION membership and/or to provide a copy of the rebate procedure. The UNION President or his designee must have supervisory approval prior to meeting with the new employee.
8. The City shall deduct voluntary contributions to the AFSCME International Union's PEOPLE Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee. The contribution amount will be certified to the City by the UNION. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035 within fifteen (15) days of the date deducted. This payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the lists of employees who had UNION dues or fair share fees deducted. An employee shall have the right to revoke his PEOPLE authorization at any time by giving written notice to the City and the UNION. The City's obligation to make this deduction shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit. All PEOPLE contributions shall be made as a deduction separate from the dues or fair share fee deductions.

B. Unpaid Dues:

The ADMINISTRATION agrees that if for any reason they fail to deduct dues in the pay period that is set for dues, they will deduct said dues in the following period. The UNION agrees that there shall be no liability on the part of the City for the collection of any unpaid dues which may be due the UNION from the employee, who, because of absence from work or termination of employment, has no wages payable to him at regular time for dues collections.

C. Authorization:

The form for authorization of UNION membership shall be furnished by the UNION.

D. Claims and Demands:

The UNION shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City in accordance with this Agreement.

ARTICLE VII
NONDISCRIMINATION

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, race, sex, color, creed, nationality, origin, marital status, political affiliation, disability, or UNION membership.
- B. All reference to employees in this Agreement shall designate both sexes; wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE VIII
NOTICE OF SUSPENSION, DISCHARGE, DEMOTION, SEPARATION, OR LAYOFF

- A. The ADMINISTRATION agrees to practice corrective progressive discipline where practicable. Disciplinary action shall only be instituted for just cause.
- B. It is hereby agreed that the ADMINISTRATION will give written notice to the UNION before the initiation of any suspension, discharge, demotion, separation or resignation in bad standing of any employee within the bargaining unit.

Said notice shall consist of a copy of the notice which is to be served on the employee; and shall be mailed or delivered in person to the UNION as soon as possible after being signed by the appointing authority but not less than twenty-four (24) hours prior to the effective date of the suspension, discharge, demotion, or separation.

Bargaining unit members who are subject to Layoff shall be given a written notice of the layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

Should layoffs become necessary, the UNION and the ADMINISTRATION shall meet to discuss alternatives to layoffs.

The UNION shall be responsible for notifying the designee of the Mayor, in writing, of the name and address of the UNION Offices and person/s where said notices are to be sent.

- C. When management serves a notice of suspension, discharge, demotion, lay off, or separation on an employee, the employee shall have UNION representation.
- D. If a holiday, observed by the City of Akron, occurs during a period of suspension, the holiday will be considered as one of the suspension days provided for in the Notice of Suspension.
- E. Employees shall not lose holiday pay by virtue of being absent the day before or the day after the holiday if the absence is due to being on suspension.

- F. Attendance records in excess of two (2) years will not be considered in the administration of discipline for absenteeism.
- G. Bargaining unit employees shall neither serve nor render oral or written disciplinary actions upon other bargaining unit members. Bargaining unit members shall not be used as a rater on either current service rating procedures or interim reports established by the Civil Service Commission.
- H. All oral and written reprimands against a bargaining unit member which are over one (1) year old shall not be used or held against a bargaining unit member in future disciplinary proceedings or promotional consideration, with the exception of those reprimands which pertain to like offenses, which in this case will have a two (2) year limitation.
- I. If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure at the step in which the violation originates.
- J. Non-bargaining unit members who previously were in the bargaining unit and have been out of the bargaining unit for two (2) years or less, are permitted to displace or bump back into the bargaining unit pursuant to Civil Service Rules. Other non-bargaining unit members shall not be allowed to bump into any filled bargaining unit position or displace a bargaining unit member. Non-bargaining unit members who return to the bargaining unit shall have the appropriate seniority (classification, departmental, or City-wide) for job bidding, layoff, vacation scheduling, and shift preference only from the date of their placement into the bargaining unit.
- K. If a permanent bargaining unit member is laid off, he/she may bump a seasonal or temporary employee in another division, if qualified.

ARTICLE IX
REDUCTION DURING PROMOTIONAL PROBATION

A permanent employee who has been promoted from a promotional eligible list shall be on probation for a period of ninety (90) days from the date of such appointment, provided, however, that if, during that period of service of the probationary employee so appointed, is not satisfactory, he may at any time be reduced by the appointing authority to the position or other position in the class from which he was promoted. This provision does not, in any way, abrogate the right of the appointing authority to discharge an employee at any time for any behavior which would normally warrant a dismissal from the City's service.

ARTICLE X
EXAMINATIONS

All Civil Service examination bulletins, open and promotional, sent by the Personnel Director, shall be posted on bulletin boards in all City departments, divisions, units or installations.

ARTICLE XI
SAFETY AND HEALTH

A. **Responsibilities:**

The ADMINISTRATION and the UNION agree that the safety of the employees is the mutual concern of both parties.

The UNION and the ADMINISTRATION shall collectively abide by all reasonable safety rules and practices necessary to maintain a safe and healthful workplace.

B. **Personal Protective Equipment:**

If it is decided by the ADMINISTRATION that, to properly protect its employees from injury, personal protective equipment is required, then such equipment will be provided by the City.

1. Such equipment provided by the City shall be adequate to properly protect employee from injury.

Wherever personal protection equipment is provided, the employee shall be required to use such equipment, and will be responsible for its safekeeping. Where the intentional loss, misuse, or willful destruction of such equipment is incurred, the employee may be charged for its replacement on a fair "wear and tear" basis.

C. **First Aid Kit:**

First Aid Kits shall be made available in all work areas and easily accessible to all work sites. Employees assigned first aid kits shall be held responsible for the kit and its contents.

D. **Safety Committee:**

The ADMINISTRATION shall recognize the UNION Safety Committee to be comprised of three (3) members selected by the UNION.

The UNION Safety Committee will meet quarterly with the City Safety Officer to recommend safety policies to the ADMINISTRATION and to provide support for a strong safety program. If the need arises, additional meetings may be called by the City Safety Officer or the UNION Safety Committee.

The UNION Safety Committee shall not suffer any loss of pay from the City of Akron for attending such meetings.

E. **Reporting - Representation:**

All employees shall promptly report any unsafe condition to their supervisor. If any employee believes that an unsafe condition does exist, they may request that their UNION representative be called to discuss the matter with their supervisor. The ADMINISTRATION shall allow the UNION Representative to be present.

F. Reporting Accidents:

All employees involved in an accident on the job shall report such accident to their supervisor as soon as possible. The Supervisor shall fill out a supervisor's report on all reported accidents. A copy of said report shall be furnished to the UNION.

G. Medical Examinations:

Should the City request that an employee submit to a medical examination, including those of a psychological or psychiatric nature, said examination shall be at no cost to the employee.

In the event the City should require a medical examination, the results of said examination will be made available to the employee upon the employee's request. Results of psychological and psychiatric examinations are expressly excluded from this provision.

H. Drug Testing Program:

The ADMINISTRATION and the UNION agree during calendar year 2010 to discuss the establishment of a Drug Testing Program, for those bargaining unit members not covered under the current program. Those discussions will be based upon the terms of the Agreement, and any implementation of a Drug Testing Program will only be by mutual agreement of the parties.

ARTICLE XII
UNIFORMS

A. The City will provide uniforms consisting of pants and shirts for the use of all uniformed employees in the following departments. This shall be on an 11 uniform basis (i.e., Employee wears one uniform, turns in five uniforms, and receives five uniforms).

1. Airport
2. Customer Service
3. Fire Maintenance
4. Highway Maintenance
5. Golf Course
6. Parks Department
7. Sanitation
8. Street Cleaning
9. Sewer Maintenance
10. Traffic Engineering
11. Water Supply
12. Water Distribution

B. Whenever uniforms are provided, the employee may be required by the City to wear the uniform during working hours and will be responsible for its safekeeping. Where the loss, misuse or willful destruction of such uniform is incurred, the employee may be charged for its replacement on a fair "wear and tear" basis.

- C. Employees will be prohibited from wearing uniforms provided by the City while off duty except at such time when the employee is en route to and from work.
- D. Upon termination of employment with the City of Akron, the bargaining unit member shall return all uniforms to the member's division.

ARTICLE XIII
MANAGEMENT EMPLOYEES

Management employees excluded from this Agreement shall not be assigned to perform bargaining unit work except under the following conditions:

- A. In emergencies, where regular employees are not immediately available. Bargaining unit employees will be assigned to do the emergency work as soon as feasible.
- B. To instruct or train employees.
- C. To do experimental or set up work or to do experimental work on a new job, machine or process. Experimental work shall not exceed a total of thirty (30) work days.
- D. To do necessary fill-in work when a UNION member must leave for official UNION business unless bargaining unit employees are immediately available to perform the work.

ARTICLE XIV
WORK DAY - WORK WEEK

- A. As far as possible and practical the standard work day for employees shall be eight (8) hours per day, excluding lunch periods, and forty (40) hours per week, subject to other provisions of this Agreement.
- B. **Reporting Pay:** Any employee reporting to work at their scheduled shift starting time, without having previously been notified not to report, shall be guaranteed at least four (4) hours of work at the appropriate rate of pay providing the employee is physically capable of performing their regular work or the work assigned. The above guarantee shall not apply in cases of labor disputes, acts of God, unforeseen circumstances or conditions beyond the control of the City, or if the employee returns to work from an indeterminate absence.
 - 1. If an employee works more than his/her guaranteed four (4) hours of work during his/her regularly scheduled shift and management is not able to provide work for the employee, necessitating in the employee being sent home, he/she shall be paid for the balance of the shift. This provision does not apply in cases of labor disputes, matters subject to disciplinary actions, or if any employee becomes physically incapacitated in the performance of his/her duties.

ARTICLE XV
OVERTIME

In the event it becomes necessary to work over eight (8) hours per day or forty (40) hours per week, for the purpose of continuing public service, the provisions of this Article and any supplemental agreements pertaining thereto will first apply.

A. As used in these provisions, the following words shall have the meaning as indicated below:

1. "OVERTIME LIST" shall mean a list of qualified employees as defined in this provision initially arranged in order of seniority by classification, and posted with hours of charged overtime against each employee.
2. "ROTATING" shall mean that the employee with the least charged overtime on the list is to be contacted first when overtime is required.
3. "CHARGED OVERTIME" shall mean the overtime offered to an employee, overtime actually worked by that employee, and overtime worked by others when that employee was unavailable. Unavailable is when the employee declines to report to work or if management or its designee is unable to contact the employee. Management or its designee will attempt to contact the employee by using up to two (2) phone numbers that the employee provides to management. It is the employee's ongoing responsibility to furnish management with up to two (2) current contact phone numbers. An employee on sick leave for himself, FMLA leave for himself, funeral leave, or transitional work shall not be contacted or charged for overtime. An employee on other forms of official leave status shall not be contacted or charged for overtime unless the employee notifies his supervisor prior to going on leave that he is available to be contacted for overtime.
4. "SPLIT OVERTIME" shall mean that when eight (8) hours of daily overtime is required that the ADMINISTRATION may offer four (4) hours of overtime to the employee on the preceding shift and four (4) hours of overtime to the employee on the following shift providing the shifts are consecutive.
5. "EQUITABLE DISTRIBUTION" of overtime shall mean that the variance of charged overtime shown for each employee on the overtime list shall not exceed eight (8) hours for fixed shift and sixteen (16) hours for rotating shift, except in cases where an employee waives their rights for whatever reason they may choose.

B. Each division shall post a rotating overtime list in designated work units, showing the charged overtime hours for employees. Overtime work shall be equitably distributed among employees in the various classes within divisions in the designated work units.

An employee who has been inadvertently bypassed shall be entitled to be called first on the next available overtime. If an employee has been intentionally bypassed, he shall be compensated for such hours of overtime he would have been entitled to if he would have worked the overtime. Each division shall be responsible that the rotating overtime list be kept current.

In the event an insufficient work force is obtained throughout the use of the provisions of Article XV or the supplemental agreements, employees shall be required to work the necessary hours in excess of eight (8) hours per day or forty (40) hours per week to accomplish the work. When employees are required to work under this section, they shall be scheduled beginning with the least senior employee(s) in the classification(s) needed.

- C. Any employee, whose daily job assignment carries over into overtime, shall be entitled to the first right of refusal for such overtime work. Such refusal shall be chargeable.
- D. Subject to the preceding paragraph, a newly hired probationary employee, and seasonal and temporary employees within their first ninety (90) days of employment shall not be called in or assigned overtime work except when bargaining unit members are unavailable for such work. Seasonal and temporary employees during their first ninety (90) days of employment also shall not be called in or assigned continuous overtime work unless bargaining unit employees are not available.

However, employees who have been promoted shall be entitled to overtime during their first ninety (90) days probation.

A new employee, who has become eligible for overtime, and an employee returning from leave of absence of more than thirty (30) working days, shall be credited with the average number of overtime hours of employees in the classification and shift to which the employee is entering and/or returning and the employee's name shall be placed on the rotating overtime list accordingly.

- E. After consultation with the appropriate UNION representative, an employee's name may be removed from the overtime list upon their refusal to work for three (3) consecutive assignments. After consultation with the appropriate UNION representative, such an employee may have their name reinstated on such overtime list, upon approval of the division head, and their name shall be reinstated by charging them with the highest number of overtime hours within the employee's classification. The same procedure will apply to any other employee whose name has been removed and reinstated to the overtime list.
- F. On January 1, of each succeeding year of this Agreement charged overtime hours will revert to zero (0), except as amended by the attached addendums.

ARTICLE XVI **OVERTIME PAY**

- A. **Call In Pay:** Any employee called in to work during their normal off-duty hours shall be guaranteed at least four (4) hours of work at the appropriate rate. **However, if another emergency arises during the original four-hour period, that same employee will be subject to recall. Their overtime pay would be completed from time of original call-in.**
- B. **Continuous Overtime:** Any employee who works overtime continuous with his/her regularly scheduled eight (8) hours shall be compensated for such overtime hours worked at the applicable rate, however, no guarantee shall apply.

- C. Reporting Pay: No bargaining unit employee who received premium pay shall be purposely denied his normally scheduled work in order to negate his premium pay.
- D. Computation of Payment: All computation for payment of overtime on the employee's work, starting Sunday and ending Saturday, shall include credit for any annual leave, holiday, funeral leave, jury duty, personal day, and UNION business in computing the forty (40) hour work week and the eight (8) hour day.
- E. Compensatory time: In lieu of overtime pay (not including holiday pay) an employee may elect to receive compensatory time at the rate of time and one half for overtime worked. Employees may accumulate up to a maximum of two hundred forty (240) hours of compensatory time at any one time. Employees may use compensatory time subject to operational needs and the approval of supervision.

ARTICLE XVII
WORKING OUT OF CLASSIFICATION

- A. Working Below Classification: Bargaining unit employees shall not be assigned to work below their classification providing there is an employee in the crew working in the lower classification or another employee in the lower classification is readily available and can be assigned the work and further providing the work in the lower classification can be completed by the end of the scheduled work shift.

Employees temporarily assigned to work below their classification or pay rate, except assignments made due to an employee's physical impairment, shall receive their regular rate of pay.

- B. Working Out of Classification: No employee shall be required to work out of his/her classification in a position for which certification has been made from a promotional eligible list and a reasonable period of time is allowed for normal processing procedures.

1. Temporary classification changes shall not be made to avoid promotional opportunities.

- C. Temporary Reclassification: The ADMINISTRATION agrees that if they have prior knowledge that an individual will be off work for more than one (1) week or a seasonal position becomes open, and they wish to fill the absence with a temporary reclassification, the bargaining unit member chosen will be based on classification seniority, if otherwise qualified.

- D. If an employee is required to work in a higher classification, management shall submit, for approval to the Personnel Director, a request that the employee be paid at the appropriate rate.

- E. Effective January 1, 2007, a bargaining unit classification may be filled by temporary reclassification of one or more bargaining unit employees for a period not to exceed one hundred eighty (180) calendar days unless agreed otherwise by the employee(s) affected, the City, and the UNION.

- F. Effective January 1, 2007, a non-bargaining unit position may be filled by temporary reclassification of one or more bargaining unit members only for a period not to exceed one hundred twenty (120) days unless agreed otherwise by the employee(s) affected, the City, and the UNION. Bargaining unit members filling such a position may be required to perform bargaining unit work. The parties agree that the City may fill the position of Public Works Nighttime Foreman by temporary reclassification for the whole of the non-Snow and Ice season, but this assignment shall be rotated among employees at least annually.

ARTICLE XVIII
SENIORITY PREFERENCE

- A. Seniority shall be the determining factor in scheduling of vacations and shift assignments in all departments unless the UNION President or his designee, and the ADMINISTRATION agree otherwise. Seniority shall also be the determining factor in annual position assignments within classifications, provided the employee is qualified for the job.
1. City-wide seniority is defined as an employee's uninterrupted length of continuous service with the City compiled by time actually on the City payroll, including any approved paid leaves of absence. Departmental seniority is defined as the employee's uninterrupted length of service in that department in any classification. Newly hired probationary employees who have completed their probationary period shall be entered on the seniority list with seniority retroactive to date of hire.
 2. An employee shall lose all rights, for bidding purposes, if that employee has been on layoff for a continuous period of more than forty-eight (48) consecutive months.
- B. Seniority shall be defined as follows:
1. Seniority in the bidding of vacations shall be defined as City-wide seniority.
 2. Seniority in the bidding of shift assignments shall be defined as classification seniority.
 - a. Classification seniority is defined as an employee's latest date of hire in the employee's classification within the Department in which the employee is currently working.
 3. City-wide seniority shall be the determining factor in bidding for administrative transfers provided the senior employee is otherwise qualified.
- C. If a tie should exist in #1 and #2 above, then City-wide seniority shall apply. Should a tie still exist, then the time stamp of the job application shall determine who is senior.
- D. The City shall provide each January 1st the UNION President a seniority list of each department, listing employees by classification, name, and seniority dates.

ARTICLE XIX
GRIEVANCE PROCEDURE

Section 1.

A grievance is any complaint, dispute or controversy which may arise between the parties involving the meaning, interpretation, application or violation of any provision of this Agreement.

STEP 1: A grievance must be presented orally to the employee's immediate supervisor within three (3) working days after its occurrence, or after it has become known to the employee, whichever is later. The employee shall be accompanied, if he so requests, by a duly authorized UNION representative. The immediate supervisor shall have two (2) working days to submit his oral answer to the grievance.

STEP 2: If the grievance is not settled at the first step, the UNION shall have the right to make an appeal in writing within four (4) working days after receipt of the supervisor's answer to the grievance to the division head. The division head or his/her designee, the immediate supervisor, the UNION representative, and Chief Steward and the aggrieved shall, within four (4) working days, meet and attempt to adjust the matter.

The division head or his/her designee shall reduce his/her decision to writing and submit it to the UNION representative and the aggrieved within four (4) working days after such meeting.

STEP 3: If the grievance is not settled at the second step, the UNION may appeal in writing, within five (5) working days after receipt of the division head's written decision, to the department head or his/her designee. The department head or his/her designee and his/her subordinates, the UNION representative, the Chief Steward, the Grievance Chairman, and the aggrieved shall meet within five (5) working days and attempt to adjust the matter.

The department head or his designee shall reduce his/her decision to writing and submit it to the UNION and the aggrieved within five (5) days after such meeting.

STEP 4: If the grievance is not settled at the third step, the UNION may appeal, in writing, within seven (7) working days to the designee of the Mayor. The designee of the Mayor, City's Management Representatives, the UNION representative, Grievance Chairman, Chief Steward and the aggrieved shall meet within ten (10) working days from receipt of appeal and attempt to adjust the matter.

The designee of the Mayor shall reduce his/her decision to writing and submit it to the UNION and the aggrieved within seven (7) working days after such meeting.

STEP 5: Any grievance involving any complaint, dispute or controversy which may arise between the parties involving the meaning, interpretation, application or violation of any provision of this Agreement which has not been satisfactorily settled in the foregoing steps of the grievance procedure, may be arbitrated.

Arbitration proceedings may be initiated by either party within fifteen (15) days of the written disposition of such grievance by the designee of the Mayor. The decision of such Arbitrator shall be in writing and binding upon the parties hereto.

Binding arbitration may be initiated by the UNION serving upon the ADMINISTRATION a notice in writing of its intent to proceed to arbitration. Unless the parties can, within five (5) days following the receipt of such written notice, agree upon the selection of an Arbitrator, either party may, in writing, request by mutual agreement either the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a list of nine (9) arbitrators to both parties. The parties shall within five (5) working days of the receipt of said list meet for the purpose of selecting the Arbitrator by alternately striking names from said list until one name remains. Such person shall become the Arbitrator. The Arbitrator so selected shall hold a hearing at a time and place convenient to the parties. In the event the Arbitrator is unable to schedule a hearing within a thirty (30) day period after his selection or a mutually agreed upon date beyond the thirty (30) day period, the parties may select another Arbitrator.

Within ninety (90) days from the date of notification to arbitrate, the parties must mutually agree to a hearing date. Any extension of the time period must be mutually agreed upon between the parties.

Section 2.

The Arbitrator shall be expressly limited to the meaning, intent, or application of the provision of this Agreement. He shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.

All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

Section 3.

The UNION President or his designee shall have the right to initiate and file a policy and/or group grievance which affects bargaining unit members by filing a written grievance at the step it originates of the grievance procedure.

Section 4.

Where a work day appears in this Article, it shall be interpreted to mean the days of Monday through Friday, excluding holidays, regardless of the employee's schedule.

Section 5.

Time limitations in the Grievance Procedure may be extended by mutual agreement with the UNION. However, the extension must be for a definite period of time and must be in writing and signed by both parties.

Section 6.

When a Grievance meeting is scheduled during working hours, those employees needed in the resolution of the grievance shall upon proper approval from supervision, be granted time off from duties with pay to attend. Such time shall not be arbitrarily withheld.

Section 7.

The UNION may designate the appropriate representative at any step of the grievance procedure. This does not, however, prohibit an AFSCME Ohio Council 8 staff member, the Grievance Chairman or the President of the UNION from being present at any step where a UNION representative is mentioned in addition to such UNION representative.

Section 8.

All grievances shall be resolved consistent with the terms and conditions of this Agreement.

Section 9.

Grievance forms shall be made readily available at all work locations.

Section 10.

Grievances shall be permitted to be filed during the working hours of any bargaining unit employee. The appropriate UNION representative at each step of the Grievance Procedure shall be permitted time off with pay to investigate grievances. The appropriate UNION representative shall receive the permission of his immediate supervisor for said time off. Said permission shall not be arbitrarily withheld. It is expressly understood that the investigation shall not disrupt City services.

Section 11.

In Steps 2 through 4, decisions rendered shall be submitted to all parties present.

Section 12.

Any grievance may be withdrawn by the UNION at any step of the grievance procedure without such withdrawal being regarded as a precedent or prejudice on future grievances filed under this Agreement.

Any grievance so withdrawn cannot be re-filed under the terms of this Agreement.

ARTICLE XX
ELECTION OF REMEDIES

- A. The UNION shall have the right to appeal notices of suspension or discharge of permanent bargaining unit members to either arbitration or the Civil Service Commission.

- B. The UNION shall have ten (10) calendar days from receipt of notification to notify Labor Relations and the Personnel Director of their choice. Such notification shall be in writing.
- C. In no event shall the employee be entitled to a hearing before both the Civil Service Commission and an Arbitrator.
- D. Suspensions for a definite period that are appealed either to arbitration or to the Civil Service Commission shall be held in abeyance pending the outcome of the arbitration or Civil Service Commission Hearing.
 - 1. Suspensions for an indefinite period, reductions in rank, and discharges shall be served immediately regardless of any appeal.
- E. All discharges shall be effective immediately, regardless of where the appeal is heard.
- F. If disciplinary action is appealed through arbitration, the proceedings will be governed by the following rules:

The arbitration hearing shall take place within sixty (60) calendar days from the date the employee is notified of the disciplinary action. The time period may be extended by the mutual agreement of the parties.

All expenses which may be included in the arbitration proceedings shall be borne by the parties equally. However, expenses relating to the calling of witnesses or the obtaining of depositions, or any other similar expense associated with such proceedings, shall be borne by the party at whose request such witnesses or depositions are required.

All other rules governing the arbitration process shall be governed by those outlined in Article XIX of this Agreement.

Neither party, by this Agreement, waives its rights to appeal the arbitrator's decision to court.

ARTICLE XXI **TRAINING PROGRAMS**

- A. The ADMINISTRATION agrees that the UNION shall be given the opportunity to participate and give input into training programs established by the ADMINISTRATION which affect bargaining unit members. Said opportunity shall be given to those UNION representatives designated by the President of the UNION prior to the training program going into effect.
- B. Commercial Driver Licenses
 - 1. The City will make available, if possible, a vehicle to a bargaining unit member who requests a vehicle for the purpose of taking a CDL test. In addition, if an employee requests a vehicle for the purpose of training towards obtaining a CDL, the City will make a vehicle available, if possible. If a vehicle is made available for training purposes, the member is prohibited from taking the vehicle off City property.

ARTICLE XXII
SICK LEAVE

- A. In addition to vacation leaves, all permanent full-time employees who have completed ninety days of service shall be entitled, for each completed month of service, to sick leave of one and one-fourth (1-1/4) workdays with pay.
- B. Unused sick leave shall be cumulative up to, 1,000 hours which shall be called the employee's primary sick leave bank. In the event a permanent employee of the City retires and is qualified to receive and is granted either a disability or a normal retirement pension under the Public Employees Retirement System, such permanent employee shall receive pay for his unused accumulated sick leave in an amount not to exceed 1,000 hours.
- C. For purposes of sick leave eligibility in the event of illness or death, the employee's immediate family shall be defined as follows:

Grandparent	Father-in-Law
Brother	Mother
Sister	Mother-in-Law
Brother-in-Law	Spouse
Sister-in-Law	Child
Daughter-in-Law	Grandchild
Son-in-Law	Uncle
Father	Aunt
Spouse's Grandparents	Legal Guardian or other person who stands in place of a parent
Domestic Partner	Nieces and Nephews

- D. Employees may use sick leave, upon approval of the responsible appointing administrative officer, for absences due to illness, injury, exposure to contagious disease which could be communicated to other employees, illness, or death in the employee's immediate family, and to a preventative treatment, under the supervision of a physician or other appropriate professionally trained person, for addiction to, or abuse of alcohol or drugs. No sick leave shall be granted when sickness is caused by intoxication.
 - 1. Those individuals defined as immediate family do not have to live in the bargaining unit member's household to determine sick leave eligibility.
 - 2. For deaths in a bargaining unit member's immediate family, the member may be eligible for sick leave for up to three (3) days if the funeral is in state, and four (4) days if the funeral is out-of-state.
- E. In order to receive compensation while absent on sick leave, each employee shall make written application for leave of absence and take steps to notify his immediate superior of his illness, as may be specified by the department head. When such absence is for more than three days, the employee concerned, in order to receive compensation, must file with his request for sick leave a certificate from a registered physician stating that such employee was unable during the whole of such absence to perform his duties, or submit other satisfactory proof of such illness. Unexcused absences because of alleged illness in

excess of three days shall be charged against the annual vacation allowance. The City may require a bargaining unit member to present a doctor's statement for absences of less than four (4) days, as long as the City notifies the member to provide a doctor's statement prior to the end of the employee's shift.

- F. If an employee on December 31, 1996, and each succeeding December 31st, has 1,000 hours of sick leave, he may at the first of each calendar year request to receive in cash up to forty (40) hours of sick leave at the employee's hourly rate as of January 1st of each calendar year. The request shall be in writing to the Department head. The purchase of sick leave hours is subject to the Finance Director's approval and the pay-out will be after the passage of the budget. The employee's primary sick leave bank shall be reduced by the number of hours paid out.
- G. The City shall provide a supplementary sick leave program. A member of the bargaining unit who has accumulated 1,000 hours of sick leave, may continue to accumulate supplemental sick leave in an unlimited amount to be used for sick leave purposes only and shall be entitled to use said supplementary sick leave only after said member's primary sick leave bank is depleted as a result of a single occurrence, illness or injury causing such depletion.

In the event a member should use a part of his or her 1,000 hours, then said time shall be deducted from the member's primary sick leave bank and said member shall not accumulate sick leave in the supplemental bank until such time as 1,000 hours is re-accumulated in the member's primary sick leave bank. Once the employee has accumulated his 1,000 hours in the primary sick leave bank, he shall again accumulate sick leave in the supplemental bank, starting with those amount of hours he had accumulated in the supplemental bank prior to the depletion of his primary sick leave bank.

Supplemental sick leave shall not be paid to the member upon termination of employment.

G. Injury Leave

Permanent full-time employees who are injured or incapacitated in the actual discharge of their duty, and who as a result thereof, are compelled to be absent from duty, shall, upon recommendation of a certified physician and the designee of the Mayor, receive full pay for such time as may be equitable.

1. Injury leave may be payable for up to one (1) year.
2. The ADMINISTRATION agrees to immediately notify the UNION if any bargaining unit member is converted from injury leave to Workers Compensation.

ARTICLE XXIII **LABOR MANAGEMENT COMMITTEE**

In the interest of sound Labor Relations and as a means of better communication and understanding between both personnel and supervisory management, a UNION - Management Committee will be established in each department in the City where bargaining unit employees are employed.

Section 1.

- A. The Committee will consist of no more than three (3) UNION representatives, designated by the President and three (3) management personnel.
- B. The Committee will meet quarterly unless the meeting is waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern.
 - 1. Individual grievances will not be a subject matter for discussion at these meetings.
- C. Meetings will be held at a mutually agreeable time and during regular working hours.
- D. At least one (1) week prior to the meeting, each party will submit, in writing, specific discussion items.
- E. The UNION President will notify the management in each department of the UNION representative.
- F. Management and the UNION shall endeavor to carry out agreements arising out of Labor Management meetings within in a reasonable period of time.

Section 2.

In order to increase communication between the ADMINISTRATION and the UNION, the Mayor and the UNION President will meet quarterly to discuss matters of mutual concern.

ARTICLE XXIV
BENEFITS

The below listed ordinances are hereby made a part of this Agreement and are subject to the grievance procedure in Article XIX, providing that nothing in this Agreement shall be construed in any way as limiting the powers of Council and/or Mayor as defined in the Charter of the City of Akron.

Section 1.

- A. **Wages – Ord. 16-2016**
- B. **Overtime – Ord. 65-2012**
- C. **Sick Leave and Injury Leave - Ord. 65-2012/Akron City Code Section 35.03**
- D. **Working Hours - Ord. 65-2012/Akron City Code Section 35.02**
- E. **Dental Program - Ord. 210-2010**
- F. **Major Medical and Life Insurance - Ord. 17-2016**

- G. Vacations - **Ord. 65-2012/Akron City Code Section 35.01**
- H. Longevity Pay - **Ord. 65-2012/Akron City Code Section 35.06**
- I. Retirement Differential – **Ord. 65-2012/Akron City Code Section 35.07**
- J. Vision Care - **Ord. 210-2010**
- K. License Bonus - **Ord. 615-2006**
- L. Mechanics Certification Bonus - **Ord. 614-2006**

Sections 2 through 11 are descriptive of the above-referenced ordinances. They do not reflect the ordinances in their entirety.

Section 2. Overtime

- A. All hours worked in excess of eight (8) hours in any twenty-four (24) hour period or forty (40) hours in any one week by employees on hourly rates shall be classified as overtime and shall be paid at the rate of time and one-half (1½).

Section 3. Holidays

- A. Permanent employees in the classified service shall receive compensation at their regular rate of pay for the following holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, and three (3) Personal Days.
 - 1. Effective January 1, 1989, seasonal and temporary employees within the Local #1360 bargaining unit shall receive compensation for the above listed holidays, however, they are not eligible for a "Personal Day."
- B. In the event any permanent employee or seasonal and temporary employees within the bargaining unit are required to work on any of the above enumerated holidays, such employee shall receive two and one-half times (2½) the regular rate of pay for actual hours worked in lieu of holiday compensation for such hours, regardless of whether or not such employee has worked the scheduled workday before and/or after said holiday.
- C. To be entitled to holiday pay, an employee must be on a paid status the scheduled workday preceding the holiday as well as the scheduled workday following the holiday. If an employee works less than the full scheduled workday on the day which precedes or follows the holiday, holiday pay will be adjusted downward to correspond with the least number of hours worked on either of the days, whichever is lesser.
 - 1. An employee shall not lose holiday pay by virtue of being absent the day before or the day after the holiday if the absence is due to a suspension.

Section 4. Dental Program

All Dental coverage shall be the same as all other city of Akron employees.

Section 5. Life Insurance

All Dental coverage shall be the same as all other city of Akron employees.

Section 6. Prescriptions

All Dental coverage shall be the same as all other city of Akron employees.

Section 7. Vision Care

All Dental coverage shall be the same as all other city of Akron employees.

Section 8. Hospitalization

All Dental coverage shall be the same as all other city of Akron employees.

E. Refractive Eye Surgery

All Dental coverage shall be the same as all other city of Akron employees.

Section 9. Vacations

A. Vacations shall be granted in the following manner:

1. Completion of at least one (1) full year - two (2) weeks
2. Completion of at least five (5) full years - three (3) weeks
3. Completion of at least ten (10) full years - four (4) weeks
4. Completion of at least twenty (20) full years - five (5) weeks

B. Employees will be granted an additional week of vacation if on January 1 of each calendar year the employee has completed at least twenty (20) years of service and his/her primary sick leave bank reflects nine hundred sixty (960) sick leave hours.

C. An employee may defer for any reason up to two (2) weeks of annual leave to the next calendar year, subject to the approval of the employee's department head and the Deputy Mayor for Labor Relations.

D. Effective 1997, a bargaining unit member with a minimum of twelve (12) years of service may bank up to a maximum of twelve (12) weeks of annual leave. This is in addition to the previously agreed upon two (2) weeks annual leave carryover each year as described in subsection (C).

- E. Effective 1997, bargaining unit members may purchase a maximum of eighty (80) hours annual leave per year in lieu of taking the time off. Such purchases are subject to the Finance Director's approval.

Section 10. Longevity

- A. In November of each year, the City shall pay the following longevity payments to employees based upon the years of service prior to November 1st, of the year in which said longevity pay is to be paid.

- B. Effective in 2000 and each succeeding year, the longevity pay shall be as follows:

- \$500.00 after five (5) years of service
 - \$550.00 after ten (10) years of service
 - \$600.00 after fifteen (15) years of service
 - \$650.00 after twenty (20) years of service
 - \$700.00 after twenty-five (25) years of service.

Section 11. Retirement Differential

- A. Upon retirement from the City of Akron and concurrently qualifying for a Public Employees Retirement System pension, an employee shall be paid equivalent to 1.5% of an eligible employee's gross compensation earned on and after April 1, 1974, which was subject to Public Employees Retirement System contribution.

- B. Effective May 1, 1980, a bargaining unit member who resigns with twenty-five (25) or more years with the City of Akron shall be paid 1.5% of the eligible employee's gross compensation earned on or after April 1, 1974, which was subject to the Public Employees Retirement System contributions.

Section 12. Tool Allowance

- A. Bargaining unit members in the following classifications: Equipment Service Worker, Fire Equipment Mechanic, Equipment Mechanic, Master Equipment Mechanic, Pump Station Mechanic, Welder, Master Fire Equipment Mechanic, and Machinist, who are required to provide their own tools to perform their job shall receive an annual tool allowance in the amount of \$350.00 per year. Payment shall be by March 1st of each year.

Section 13. - Seasonal and Temporary Employees

- A. Seasonal and Temporary employees who are members of the bargaining unit are excluded from all economic benefits covered under this Article except eligibility for overtime pay (i.e., more than forty (40) hours in a work week or more than eight (8) hours in a twenty-four (24) hour period) and holiday pay as previously specified in this Agreement.

- B. Temporary and Seasonal employees will not be used in bargaining unit positions where permanent employees are on layoff.

Section 14. - Medical Coverage

A) Effective January 1, 2012, eligible permanent full-time bargaining unit members shall be required to pay a portion of the premium cost for medical coverage as follows:

\$30.00 per month for single coverage
\$60.00 per month for family coverage

B) For those bargaining unit members who choose single coverage, the City will deduct \$5.00 per week from the member's paycheck. The total amount deducted shall not exceed \$240.00 per year.

For those bargaining unit members who choose family coverage, the City will deduct \$10.00 per week from the member's paycheck. The total amount deducted shall not exceed \$480.00 per year.

C) Before 2012, the City will take the necessary steps to establish a pre-tax employee deduction for health insurance contributions.

If any Article of this Agreement or any part thereof should be made invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

In the event any Article of this Agreement or any part thereof is made invalid pursuant to the above paragraph, the ADMINISTRATION and UNION shall meet within thirty (30) working days to negotiate a legal alternative unless subject invalidation is appealed by either party to a higher tribunal, in which case the time period mentioned above is stayed pending the outcome of said appeal.

ARTICLE XXVI
EFFECT OF AGREEMENT

- A. It is understood and agreed that the services performed by City employees included in this Agreement are essential to the public health, welfare and safety. The UNION, therefore, agrees that there shall be no interruption to the work for any cause whatsoever, nor shall there be any work slowdown or other interference with these services during the term of this Agreement and any extensions or renewals thereof. The ADMINISTRATION will do nothing to provoke interruptions of or prevent such continuity of performance by said employees insofar as such performance is required in the normal and usual operation of City services.
- B. It is understood that this Agreement is subject to all applicable provisions of statutes, City Charter, ordinances (except those ordinances previously referred to in this contract) and Civil Service Commission Rules and Regulations, all of which govern and control most topics which are normally included in labor-management agreements in private industry. It is agreed that the parties hereto shall be bound by such provisions both as they now exist and as the same may be amended and supplemented from time to time.

- C. It is agreed that all written agreements which are subject to negotiations and that add to or amend the provisions of this Agreement shall be negotiated by the Mayor or his designated representative and the designated officers of Local #1360, AFSCME and Ohio Council 8. All written agreements that do not meet the above criteria are null and void. This provision shall not be interpreted to encompass written policies and procedures implementing the provisions of this Agreement, nor to alter the Recognition Clause or Management Rights Clause of this Agreement.
- D. It is understood the departmental addendums attached hereto alters this Agreement as it applies to the subject matter contained therein and that all addendums terminate on the termination date of this Agreement.

ARTICLE XXVII
WAGES

- A. **Effective January 3, 2016 – 3% increase for all bargaining unit members.**
- B. **Effective January 1, 2017 – 2.5% increase for all bargaining unit members.**
- C. **Effective December 31, 2017 – 2.5% increase for all bargaining unit members.**
- D. The City agrees to protect the confidentiality of information provided in pay checks.
- E. By April 1, 2007, all bargaining unit members will be required to have direct deposit of their paychecks.
- F. Effective January 1, 2006, all temporary and seasonal employees shall have their pay grade increased by two pay grades.

ARTICLE XXVIII
SUBCONTRACTING

ADMINISTRATION agrees not to subcontract Local #1360 bargaining work that would result in layoffs of Local #1360 bargaining unit members.

Temporary or seasonal employees will not be used in bargaining unit positions where permanent employees are on layoff.

ARTICLE XXIX
UNION TIME BANK

- A. The UNION President shall be provided forty (40) hours per week for UNION business related to the administration of the labor agreement. If the UNION President is absent, his designee shall receive forty (40) hours per week.
 - 1. Subject to the approval of the designee of the Mayor, an additional bargaining unit member shall be provided forty (40) hours per week.

- B. Additional release time for UNION business will be subject to the approval of the designee of the Mayor.
- C. An accounting of all hours taken by the President, his designee, or any bargaining unit member under this article shall be provided monthly to the Office of Labor Relations, which describes by name and number of hours the member is absent from the work place and the subject matter of the UNION business for which UNION time is taken.

ARTICLE XXX
PRESS RELEASES

When any AFSCME, Local #1360 member is under investigation or charged with violating City of Akron Policy, any departmental policies, or Civil Service Rules, reasonable effort consistent with any applicable law shall be made to withhold the names and extent of discipline until such time as the member has been served with the charges or exonerated.

ARTICLE XXXI
TERM OF AGREEMENT

This Agreement shall be in effect for an initial period commencing **January 1, 2016**, and ending **December 31, 2018**. Both parties agree to commence negotiations at least sixty (60) days but not more than ninety (90) days prior to the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures this 15th day of September, 2016.

LOCAL #1360, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO:

Ralph Milano
Ralph Milano, President

Christopher McKissack
Christopher McKissack

Bob Thomas
Bob Thomas

Peter S. DiBona
Peter S. DiBona

Garland L. Paynter
Garland L. Paynter

Melwyn Hopson
Melwyn Hopson

Arzella Burnside
Arzella Burnside

Rick Collins
Rick Collins

Mike Engelhart
Mike Engelhart

Scott Rhind
Scott Rhind

CITY OF AKRON:

Daniel Horrigan
Daniel Horrigan, Mayor

Randy Briggs
Randy Briggs, Deputy Mayor of Labor
Relations

Approved as to form and correctness:

Eve Belfance
Eve Belfance, Director of Law

9-15-16
Date

OHIO COUNCIL 8, AMERICAN
FEDERATION, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

Stevan P. Pickard
Stevan P. Pickard, Staff Representative

APPENDIX "A"
CLASSIFICATIONS - LOCAL #1360 AFSCME

January 1, 2016

Pay Grade

835H	Airport Maint. Worker	19
836H	Airport Maint. Worker II	21
872H	Airport Operations Agent	15
873H	Animal Control Warden	19
784H	Blacksmith Welder	21
794H	Broommaker-Equip Oper II	19
240S	Building Electrician	24
695H	Cable & Line Utility Worker	19
774H	Carpenter	21
974S	Clerk II	12
731H	Combined Sewer Overflow Equipment Operator	19
697H	Communications Tech. I	22
693H	Communications Tech. II	24
832H	Custodial Crew Leader	17
831H	Custodian	14
460S	Demolition Site Improvement Insp. I	21
713H	Domestic Meter Worker	18
707H	Electronics Technician I	21
698H	Electronics Technician II	23
668H	Equipment Mechanic	22
729H	Equipment Operator I	17
730H	Equipment Operator II	19
740H	Equipment Operator III	21
833H	Equipment Serviceworker	17
857H	Equipment Storekeeper	20
670H	Fire Equipment Mechanic	23
625H	Fire Hydrant Maintenance Worker	21
253H	Forestry Crew Leader	21
252H	Forestry Worker	19
868H	Garage Attendant	14
679H	Gas Well Technician	22
885H	Golf Course Laborer	14
669H	Golf Course Maintenance Mechanic	21
814H	Golf Course Maint Worker	19

839H	Heating & Air Cond. Repairer	22
010H	Highway Maintenance Emergency Worker	19
716H	Industrial Meter Worker	22
896S	Intake Clerk - WIC	11
886H	Laborer	14
869H	Landfill Attendant I	15
870H	Landfill Attendant II	18
825H	Landscape Crew Leader	21
815H	Landscaper	19
785H	Machinist	22
837H	Maintenance Repairer I	19
838H	Maintenance Repairer II	21
775H	Mason	21
296H	Master Equipment Mechanic	23
120H	Master Equip. Oper.	22
299H	Master Fire Equip. Mechanic	24
561S	Messenger	13
710H	Parking Meter Worker I	19
711H	Parking Meter Worker II	20
684H	Plant Electrician	22
802H	Press Operator	21
335H	Public Projects Crew Leader	21
681H	Pumping System Mechanic	21
706H	Radio Technician I	21
699H	Radio Technician II	24
645H	Sanitation Serviceworker	17
213H	Sanitation Services Dispatcher	16
887H	Semi-skilled Laborer	17
612H	Sewer Maintenance Dispatcher	20
609H	Sewer Maintenance Worker I	17
610H	Sewer Maintenance Worker II	21
611H	Sewer Service Worker	21
796H	Sign Painter	21
696H	Signal Lineworker	21
855H	Storekeeper I	20
792H	Traffic Marker I	17
793H	Traffic Marker II	21
797H	Traffic Sign Fabricator	21
707H	Traffic Signal Electronic Technician I	23

698H	Traffic Signal Electronic Technician II	23
708H	Traffic Signal Lead Lineworker	22
797H	Traffic Sign Painter	21
682H	Treatment Plant Lead Mechanic	22
680H	Treatment Plant Mechanic	21
754H	Treatment Plant Utility Worker	17
812H	Tree Trimmer I	19
813H	Tree Trimmer II	21
682H	Wastewater Plant Mechanic	22
756H	Wastewater Plant Operator	21
757H	Wastewater Plant Lead Operator	22
187H	Water Customer Service Worker I	21
188H	Water Customer Service Worker II	23
235H	Water Distribution Lead Dispatcher	21
635H	Water Distribution Crew Leader	19
627H	Water Distribution Dispatcher	20
623H	Water Maintenance Worker I	17
995H	Water Maintenance Worker II	21
753H	Water Plant Lead Operator	22
683H	Water Plant Mechanic	22
755H	Water Plant Operator	21
816H	Watershed Property Maintenance Worker	19
786H	Welder	22

BUILDING MAINTENANCE DIVISION
FACILITIES AND PROPERTIES BUREAU
DEPARTMENTAL ADDENDUM

It is agreed that the Master Agreement will be supplemented to provide the following for the Building Maintenance Division.

Section 1. Job and Shift Selection

- A. On November 15 of each calendar year, a shift and job location schedule will be posted for custodial workers to become effective January 1 of each year.
 - 1. Bidding and sign-up will be by classification seniority.
 - 2. Custodians will bid by classification seniority their work sections. Work sections shall be defined as floors, or other areas as determined by management, within each job location.
- B. Each year, custodial workers will be allowed to bid their work sections based on classification seniority.
 - 1. Work sections shall be defined as the floors of each building.

Section 2. Job Location Opening

- A. If, during the calendar year, a temporary job location opening occurs, management retains the right to fill an employee into the temporary job opening.
 - 1. Management retains the right to temporarily assign employees to job location on an "as needed" basis.
- B. If, during the year, a permanent job location opening occurs, management will, within ten (10) days, post on the division bulletin boards the location of the vacancy and the shift.
 - 1. Employees will have five (5) days, after the posting, to apply for the vacancy.
 - 2. Management will retain the right to fill an employee into the permanent job location opening until the opening is filled through the bidding procedure.

Section 3. Overtime

- A. Full time Building Maintenance employees shall have the right to first refusal for all overtime before seasonal employees are offered the overtime.

CUSTOMER SERVICE DEPARTMENTAL ADDENDUM

Section 1. Working in a Higher Classification

- A. When it is required to work an employee in a higher classification, and provided the work is for eight (8) hours or more in duration, the following procedure shall be used:
1. Management will fill the position from the list of employees on the eligible list for the classification vacated.
 2. If no eligible list exists, then the employee with the most department seniority who has the necessary skill and ability will be awarded the temporary opening.

Section 2. Overtime

- A. In the event the emergency call out requires less than four (4) hours work the following policy will be followed:
1. After completion of the emergency call, the animal warden shall make himself available for recall and receive three (3) hours of pay. However, if another emergency arises during the original four hour time period, that same animal warden will be subject to recall. Their overtime pay would be computed from time of original call-in. Overtime call outs will be conducted in accordance with provisions of Article XV of the master agreement.
 2. An employee shall be charged with those overtime hours actually worked by him. If management is unable to contact an employee or an employee refuses to work overtime, he shall be charged for the overtime hours, unless the employee is on annual leave or under a doctor's care.

Section 3. Holiday Scheduling

- A. One (1) week prior to the holiday, if management decides to schedule a bargaining unit member to work the holiday, management will contact the member with the least amount of overtime hours and offer the individual the holiday work. If the individual refuses the work, management will contact the next individual on the overtime list. If all the individuals on the overtime list refuse, management will then schedule the individual with the least seniority to work the holiday.
- B. The acceptance to work the holiday by a bargaining unit member, or the scheduling of the member to work the holiday, does not negate the individual's right to work overtime, if an overtime situation arises between the time an individual is scheduled to work the holiday and the holiday.
- C. A bargaining unit member working on a holiday will be charged on the overtime list for all hours worked.

Section 4. Vacation Schedule

A. Pursuant to Ordinance #35.01 and the labor agreement, a vacation schedule shall be composed to accommodate as far as possible to the convenience of the employee. In accordance, two (2) Animal Control Wardens shall be permitted on Annual Leave Status during any given week. However, in the event of insufficient manpower, availability (as determined by Management), and to continue public service, Management may restrict annual leave to one (1) Animal Control Warden at a time. Annual leave requests for Animal Wardens shall not be arbitrarily denied.

Section 5. Work Schedule

A. The ADMINISTRATION and the UNION hereby agree that the following shifts will be established in Customer Service:

1. Shift #1 - 8:00 a.m. - 4:30 p.m. - Monday thru Friday
2. Shift #2 - 8:00 a.m. - 4:30 p.m. - Monday thru Friday
3. Shift #3 - 8:00 a.m. - 4:30 p.m. - Friday thru Tuesday
4. Shift #4 - 10:00 a.m. - 6:30 p.m. - Monday thru Friday
5. Shift #5 - 12:30 p.m. - 9:00 p.m. - Monday thru Friday

B. Due to seasonal changes, management may adjust Shift #4 to 8:00 a.m. - 4:30 p.m. to cover the time period of November 1st through April 30th. The remaining portion of the calendar year will be from 10:00 a.m. - 6:30 p.m.

C. Management will retain the right to seasonally adjust Shift #5 as in previous years.

D. Bargaining unit members will be allowed to bid in December of each calendar year on the shifts as provided for in Paragraph "A."

Bidding will be based on classification seniority and the shifts will be filled by the most senior bidder, on January 1st of the ensuing year.

Section 6. Uniforms

A. The City will provide shirts and pants to all employees required to wear uniforms.

Section 7. On-Call

A. Effective August 1, 1994, management shall establish a rotating "on-Call" list, whereby Animal Control Wardens shall be required on a weekly basis to work during off-duty hours.

1. While "on-call" the employee shall respond to all calls that need the attention of an Animal Control Warden.

B. The "on-call" schedule shall be as follows:

1. Monday, 4:30 p.m. to Monday, 8:00 a.m. (summer months).

2. Monday, 4:30 p.m. to Monday, 8:00 a.m. (winter months).
 3. Starting times may vary, at management's discretion, to compensate for daylight-saving time.
- C. If a holiday falls on a Monday, the employee "on-call" during the prior week shall continue "on-call" through the holiday until 8:00 a.m. Tuesday.
1. If a holiday falls on any other day of the week, the employee "on-call" during the week shall continue "on-call" for the entire holiday period.
- D. Animal Control Wardens shall not be allowed to schedule annual leave during those weeks he is scheduled to be "on call"; however, he may trade "on-call" days with another employee subject to supervision's approval.
1. An individual who trades an "on-call" day is disallowed from initiating any further trades until he works the day originally traded.
- E. If an individual scheduled to be "on-call" is unavailable, supervision shall obtain the necessary manpower by going to the master overtime list.
1. If an individual is required to work on the weekend and is unavailable for whatever reason, the individual "on-call" for that weekend shall be required to work the individual's shift. At the end of the shift, the individual shall remain "on-call" until 8:00 a.m. Monday.
- F. All overtime hours worked while "on-call" shall be charged against the individual on the master overtime list.
- G. As compensation, the individual scheduled to be "on-call" for the week shall receive four (4) hours pay at the straight time rate.
1. Compensation shall be given to the individual regardless whether the individual has worked overtime or not during the week.
 2. An individual who is scheduled "on-call" and is unavailable for whatever reason shall forfeit all entitlement to the four (4) hour compensation.
- H. If an individual is required to appear in court during his off-duty hours, he shall receive a minimum of four (4) hours pay.

FIRE MAINTENANCE DEPARTMENTAL ADDENDUM

Section 1. Uniforms

- A. The City will provide shirts and pants to all employees required to wear uniforms.

Section 2. Compensatory Time

- A. Fire Maintenance personnel shall be able to elect compensatory time in lieu of overtime payment. Compensatory time may be accumulated up to sixteen (16) hours in any given year, and may be carried over from year to year. Compensatory time shall be granted at the convenience of the employee, as far as possible and practicable.

Section 3. Vacation Sign Up

- A. Vacation sign up shall be conducted during the first three (3) months of each year. Employees shall be permitted to sign up for two (2) weeks vacation during the first round sign up. Vacations shall be granted according to City-wide seniority. Once the first round is completed, employees shall be afforded a second round sign up for the remainder of vacation time.

Section 4. Master Mechanics

- A. Employees attaining Master Mechanics certification, as outlined in Memorandum of Agreement (Automotive Service Excellence Certifications), will be paid the Master Mechanic rate from the date that the mechanic supplies management proof of certification.
- B. If a Master Mechanic fails a re-certification or for some reason fails to take a re-certification test, he shall remain a Master Mechanic until the next available test results are made known.

Section 5. ASE Certifications

- A. Employees attaining ASE certifications will be paid \$10.00 a week bonus for every four (4) certifications obtained. The bonus payment will start within thirty (30) days from the date that the employee supplies management with proof of the certification.

Section 6. Work Day/Work Week

For those bargaining unit members in Fire Maintenance who are scheduled to work a four (4) day, ten (10) hour day work week:

It is understood and agreed upon between both parties that the normal work day/work week for those bargaining unit members shall be defined as a four (4) day, ten (10) hour day work week.

Overtime shall not be paid for those hours worked in excess of eight (8) hours per day but less than ten (10) hours per day.

- A. For those hours worked in excess of ten (10) hours per day or forty (40) hours per week, the employee shall receive compensation at the rate of time and one-half their hourly rate of pay.
- B. If a bargaining unit member is granted sick leave or any other leave for a work day he is absent, ten (10) hours shall be deducted from their sick leave accumulation.
- C. If an employee's scheduled day off should fall on a holiday, the employee shall choose an alternate day off, upon management's approval, with said alternate day to be taken during the same week in which the holiday occurs.

GOLF COURSE DEPARTMENTAL ADDENDUM

Section 1. Overtime

- A. Golf Course management shall offer overtime to permanent full-time employees prior to such offer being extended to seasonal employees.
- B. Any overtime declined by permanent full-time employees may be assigned to seasonal employees.
- C. Seasonal employees shall not be given assignments that will negate overtime opportunities to permanent full-time employees.

**HIGHWAY MAINTENANCE, STREET CLEANING & PARKS MAINTENANCE PUBLIC
WORKS BUREAU ADDENDUM**

It is agreed that Article XV of the Agreement is amended to provide the following for the Highway Maintenance, Street Cleaning and Parks Maintenance Divisions.

Section 1.

An "overtime list" of qualified employees, arranged in order of seniority by classification, will be posted in each division. The number of overtime hours worked by or charged to each employee will be listed. An overtime list will be prepared for each shift in each division.

Section 2.

- A. An employee will be charged with those overtime hours actually worked. If management is unable to contact an employee or an employee refuses to work overtime, then he/she shall be charged for those overtime hours, unless the employee is on annual leave or under a doctor's care or has stated in writing that he/she does not want to work overtime.
1. If an employee takes their annual leave in conjunction with their usual weekend, then they will not be contacted for overtime on weekends unless he/she informs the Supervisor in writing that he/she is available to be called. The provision will cover the weekend prior to the start of employee's annual leave and the weekend immediately after the end of the annual leave.
 2. If an employee is on sick leave Friday, then he/she will still be eligible to be called in for overtime work on the weekend. If the employee does not work, then he/she will be charged for the overtime hours that would have been worked, unless a doctor's slip is provided stating that he/she was unable to work on the weekend in question. The doctor's slip must be presented to Management within a week after returning to work.
 3. A Personal Day is considered a holiday for overtime purposes. An employee taking a Personal Day will be eligible to work overtime and will be charged for such hours work if refused. An employee taking a Personal Day on Friday will still be eligible to work overtime on the weekend.
 4. Highway Maintenance employees who are scheduled to work Saturday have a first right of refusal if such work extends into Sunday.
 - a. If an employee is offered Saturday work and refuses, then he/she will be charged for such hours.
 - b. If an employee works Saturday and is offered work on Sunday but refuses such work, then he/she shall be charged for the hours refused.
- B. The variance of charged overtime for each employee by classification, on the overtime list shall not exceed (8) hours except in cases where an employee waives his right for any

reason, the employee is on annual leave or under a doctor's care, or the provisions of Section 2.A.1 above and Sections 3.A. and 3.B.4 below have caused the variance.

- C. New employees who have become eligible for overtime shall be charged with the average number of charged overtime hours in their classification and the employee's name shall be placed on the rotating overtime list accordingly. Any employee who is absent from their classification for more than thirty (30) days for reasons other than annual leave or doctor's care, shall be charged with the average number of hours upon returning to the overtime list.
- D. On April 1 of each year, the charged overtime hours will revert to zero in the Parks Maintenance Division. In the Highway Maintenance Division, the overtime hours will revert to zero on April 15th of each year. In the Street Cleaning Division, the overtime hours will revert to zero on October 1st of each year.
- E. All other provisions of Article XV shall remain in full force and effect.

Section 3.

If overtime occurs at a period other than during the Snow & Ice Season, then in accordance with the provisions of Section 2 above, the following procedure will be followed:

- A. Any employee whose daily job assignment carries over into overtime will be entitled to the first right of refusal for such overtime work. Such refusal shall be chargeable.
- B. If overtime occurs, Management will determine which shift is needed to work such overtime. The employee with the least number of charged overtime hours on that shift will be contacted first. If sufficient qualified personnel are not available, then Management will call necessary employees from the Master Overtime List.
 - 1. If Management still is unable to obtain sufficient qualified personnel to work overtime, then Management may call in individuals from other divisions/departments. If Management is unable to obtain sufficient qualified personnel for expressway overtime, then Management shall first go to the Highway Maintenance Master Overtime List for qualified personnel.
 - 2. If sufficient qualified personnel are not available, then Management may obtain necessary employees according to procedures outlined in Article XV, Section B.
 - 3. After consultation with the appropriate UNION representative, an employee's name may be removed from the overtime list upon his/her refusal to work for three (3) consecutive assignments.
 - 4. Those employees who have specialized job duties on a day-to-day basis because of their training for expressway work will be offered overtime regardless of their standing on the Master Overtime List. The safety of the workers and the need to have qualified employees to respond to emergency situations and perform routine maintenance on the Expressway System requires that Expressway Section employees be used. In addition, however, Management will post a sign-up list to determine other qualified Highway Maintenance employees who wish to participate in overtime

work on the expressway. To be qualified, an employee must have eight months experience of such work on the expressway, excluding snow and ice control. All overtime hours worked or charged will be added to the Master Overtime List and the Expressway Section Overtime List. Those qualified employees with the least amount of overtime hours in the needed classification will be contacted following the employees assigned to the Expressway Section. Any refusal of overtime shall be charged to the employee.

Section 4.

If overtime occurs during the Snow & Ice Season, then the following procedure will be used.

- A. The callout procedure will be according to the provisions of Sections 2 and 3 above, with the following clarifications:
1. Those employees who are assigned to the First Shift, Second Shift, or Third Shift, shall be called by shift, if overtime is needed during weekends and holidays. In those instances, where less than four hours remain to be worked in a shift, the next regularly scheduled shift will be called. It is recognized by the parties that upon the conclusion of snow and ice control and the entering of employees' names on a Master Overtime List, that a variance in hours may exist due to this provision.
 2. If sufficient personnel are not available, then Management may hold employees over from the previous shift, or go to the Master Overtime List, or contact employees from the Sanitation Department Auxiliary List. If sufficient personnel are not available after the above process is followed, Management may then go to the City Auxiliary List of qualified employees. Maintenance employees assigned to the West Side Depot or the Municipal Service Center shall have a combined list for snow and ice control overtime and the employee with the lowest number of overtime hours in the needed classification will be called.
 3. Employees who sign up for Snow and Ice Control shifts shall be called first, by shift, for weekend work or holiday work, even if that shift has not started or has ended early. The intent of this provision is to ensure that employees receive overtime which they would have been entitled to if the ADMINISTRATION had started the shifts simultaneously or ended the shifts simultaneously.
 4. Those employees who because of their qualifications are assigned to work on the expressway shall be called by shift if work other than Snow & Ice Control is required.
 5. After consultation with the appropriate UNION representative, an employee's name may be removed from the overtime list upon his/her refusal to work for three (3) consecutive assignments. After consultation with the appropriate UNION representative, a Highway Maintenance employee who has indicated a desire to work overtime and refuses or is not available for callout on six (6) consecutive occasions, may have his/her name removed from the Master Overtime List. This removal from the Master Overtime List shall not be arbitrary. For purposes of this section, a Highway Maintenance employee who is not available or refuses overtime on six (6) consecutive occasions within a 48 hour period, will not have his/her name removed

from the Master Overtime List due to being unavailable or refusing six (6) consecutive occasions.

6. If an employee is not available, then he/she shall not be charged for overtime if the call back takes place within four (4) hours after the end of the employee's scheduled shift.
7. Employees shall not work more than sixteen (16) consecutive hours in a twenty-four (24) hour period. An employee who refuses overtime or is not available during a twenty-four (24) hour period, shall be charged up to sixteen (16) hours of overtime.

B. Overtime List/Temporary appointments for Snow & Ice Control will follow the following procedure:

1. If Temporary Class Changes are made and the employee involved has fewer hours of overtime charged than the average amount within the classification the employee is entering, then that employee shall be assigned the calculated average number of hours within that classification.
2. If the employee has more hours of overtime charged than the calculated average amount within the classification the employee is entering, then that employee shall be placed in the overtime rotation with the actual number of hours they were charged before entering the new classification.
3. All hours charged shall remain with the employee until overtime hours revert to zero.

C. When the shift sign up list is posted for the Snow & Ice season, employees shall also sign up for salt routes according to classification seniority.

1. Bidding for salt routes is only for the employees regularly assigned shift assignment. Overtime assignments shall be at the discretion of management.

D. Prior to the termination of the Snow and Ice Control Program, employees in the Highway Maintenance Division will be allowed to bid, on the basis of classification seniority, for one of the following sections:

1. East Side Maintenance
2. West Side Maintenance
3. Expressway

E. Prior to the termination of the Snow & Ice Control Program, employees in the Parks Maintenance Division will be allowed to bid, on the basis of classification seniority, for one of the following locations:

1. East Side
2. West Side
3. North Side

- F. Upon termination of the Snow and Ice Control Program, the employees in the above divisions will be assigned to the section or location for which they successfully bid.

Section 5. Snow & Ice Control Shifts

The following shifts will be established based on manpower availability for the fall/winter months upon five (5) calendar days notice by the ADMINISTRATION. Posting for voluntary sign up for these shifts will be made in October/November. If insufficient volunteers sign up, personnel will be assigned to fill out the vacancies on the basis of classification seniority. Assignment of personnel to shifts will be posted in October/November.

- 4:00 a.m. - 12:00 Noon (M-F)
- 12:00 Noon - 8:00 p.m. (M-F)
- 8:00 p.m. - 4:00 a.m. (Sun-Th) – (Limited to Street Department)
- 4:00 a.m. - 8:00 p.m. (Sat/Sun)
- 8:00 a.m. - 4:00 p.m. (M-F) Dayshift

The composition of these shifts may vary from year to year, but procedures for manning the shifts will remain the same. When not engaged in snow and ice control operations, personnel will perform the normal duties they are assigned and are the responsibility of the divisions with due consideration for the safety of personnel.

If an overtime situation arises in Street Cleaning, Highway Maintenance, or Parks Maintenance Divisions, employees in the Divisions where the overtime arises will be contacted first to work the overtime.

A. Shift Selection/Assignment for Weekend Shifts

Employees will sign up for the shift they desire according to (classification) seniority. It is agreed that no current permanent employees will be required to work the scheduled weekend shift. Employees with the most classification seniority who are qualified will be selected first to work the shift they wish to work. Management will determine the classifications needed on each shift.

B. Rest Breaks and Lunch Breaks

Employees will get a 10-minute break two hours after starting work, 20 minutes after 4 hours, and this cycle will continue for the duration of the employees shift. Employees may combine break periods and lunch periods with the approval of their supervisor. It is understood that during snow and ice control operations, all breaks must be approved by the Snow Center Supervisor.

C. Truck & Route Selection/Assignment

Upon finalizing the shift assignment, each shift will bid the selection of trucks and routes according to classification seniority in each of the respective divisions. (This will be the same bidding practice as in the past in each division.)

D. Weekend Schedule

Employees assigned the weekend shift will be required to work 16-hour shifts on both Saturday and Sunday. Those employees will not be charged for overtime earned on their regular weekend schedule.

E. Overtime Calculation

Employees permanently assigned to work the weekend shift whenever called to work during the weekdays will be paid at 1½ times their normal pay rate provided they work their normal schedule.

F. Seasonal Employees Working Overtime

Seasonal/Temporary employees will be asked to work overtime only after the permanent employees on their respective shifts.

G. Overtime Sign-Up Sheet

Employees who do not wish to be called on the weekend or weekdays for overtime will notify their supervisor. Those employees who do not wish to work on the weekend or weekday will not be called, but will be charged the hours they could have worked. A separate overtime sign-up list for weekend shift employees will be utilized for weekday overtime. Employees who sign the list for call out on weekend or weekday and refuse or not be available three times, may be removed from the overtime call in list.

H. Holiday Pay for Weekend Shift Employees

Any employee permanently assigned to work the weekend shift will receive 2½ times pay for all hours worked whenever called into work on a holiday. Whenever a holiday occurs on a (weekend employees) normally scheduled day off, that employee will receive either 8 hours of compensatory time or 8 hours of pay at their normal rate of pay.

I. Sick Leave/Injury/Vacation

Employees permanently assigned to work the weekend shift that take sick leave, vacation, injury leave, or compensatory time will be charged twenty hours for each scheduled day of absence. (This will ensure that an employee who may become sick or injured will not suffer a loss of sick leave or injury benefit that they would otherwise have by working a M-F work schedule.)

J. Full Time Benefits Continue

Employees who work the weekend that are permanent will be considered full time and will continue to receive all benefits as those employees who work a M-F work shift.

K. Temporary Foreman

In the event a temporary foreman is utilized, the employee selected will be eligible to work overtime pursuant to their classification and the labor agreement.

L. Overtime Call-outs

The following scenarios will describe the manner in which overtime Call-outs will be made:

1. At 8:00 a.m.
 - Ask Street Cleaning employees scheduled to work 8:00 p.m. - 4:00 a.m. provided the overtime occurs on their day off
 - Hold over the 12-8 (M-F) shift
 - Call the 4:00 a.m. - 12:00 Noon shift
 - With the exception of Friday, Saturday and Sunday, call the weekend shift permanent employees first, then the seasonal employees
 - Call Sanitation employees that are qualified
 - Call qualified Auxiliary employees
2. 12:00 Midnight
 - Ask the 4:00 a.m. - 12: 00 Noon shift
 - Hold over from 12:00 Noon - 8:00 p.m. shift, if possible
 - With the exception of Friday, Saturday and Sunday, call the weekend shift
 - Sanitation
 - Public Works Day shift
3. 4:00 a.m.
 - Ask 8:00 p.m. - 4:00 a.m. Street Cleaning employees
 - Ask day shift (Public Works) 8:00 a.m. - 4:00 p.m. shift
 - Call Weekend shift
 - Call 12:00 Noon - 8:00 p.m. shift
4. 4:00 a.m. for Community Centers, Transit Way and Salt Conveyor
 - First call 8:00 a.m. - 4:00 p.m. (Public Works). Those employees from which the overtime is needed will be called first. For example, Street Cleaning employees will be asked first to work the transit way.
 - Call the weekend shift (same division preference)
 - Call 12:00 Noon - 8:00 p.m. shift
5. 8:00 a.m.
 - Utilize 8:00 a.m. - 4:00 p.m. (Public Works) shift, if possible
 - 12:00 Noon - 8:00 p.m.
 - Call Weekend shift
6. 12:00 Noon
 - Utilize 8:00 a.m. - 4:00 p.m. (Public Works), if possible
 - Hold over 4:00 a.m. - 12:00 Noon shift
 - Weekend shift

7. 4:00 p.m.
 - Hold 8:00 a.m. - 4:00 p.m.
 - Call 8:00 p.m. - 4:00 a.m.
 - Call Weekend shift
 - Sanitation
 - Auxiliary

8. Weekend Shift at 4:00 a.m.
 - 4:00 a.m. - 12:00 Noon (M-F)
 - Hold over 8:00 p.m. - 4:00 a.m. shift
 - 8:00 a.m. - 4:00 p.m. (Public Works)
 - Sanitation
 - Auxiliary

9. 8:00 a.m. Weekend
 - Same as 4:00 a.m. provided 4 hours is remaining in the shift if less than 4 hours.
See below.
 - 12:00 Noon - 8:00 p.m. shift
 - 8:00 a.m. - 4:00 p.m. shift
 - Sanitation
 - Auxiliary

10. 12:00 Noon Weekend
 - 12:00 Noon - 8:00 p.m. (M-F)
 - Hold over 4:00 a.m. - 12:00 Noon
 - 8:00 a.m. - 4:00 p.m. (M-F)
 - 8:00 p.m. - 4:00 a.m.
 - Sanitation
 - Auxiliary

11. 4:00 p.m. Weekend

- 12:00 Noon - 8:00 p.m. provided 4 hours remain in shift
- 8:00 p.m. - 4:00 a.m.
- 8:00 a.m. - 4:00 p.m.
- Sanitation
- Auxiliary

12. 8:00 p.m. Weekend

- 8:00 p.m. - 4:00 a.m.
- Hold over 12:00 Noon - 8:00 p.m.
- 4:00 a.m. - 12:00 Noon
- Sanitation
- Auxiliary

13. 12:00 Midnight Weekend

- 12:00 Midnight Weekend
- 8:00 p.m. - 4:00 a.m.
- 4:00 a.m. - 12:00 Noon
- Hold over 12:00 Noon - 8:00 p.m.
- 8:00 a.m. - 4:00 p.m. Public Works Day Shift
- Sanitation
- Auxiliary

HIGHWAY MAINTENANCE DIVISION PUBLIC WORKS BUREAU
DEPARTMENTAL ADDENDUM

It is agreed that the master contract will be supplemented to provide the following for the Highway Maintenance Division.

- A. Permanent job openings within a classification will be filled in the following manner:
1. Vacancies will be posted on the division bulletin boards showing the classification and location of the vacancy. Bidding shall be permitted between the following locations:
 - a. Expressway Section
 - b. East Side Maintenance Section
 - c. West Side Maintenance Section
 2. Employees in the classification in which the vacancy occurs will have five (5) days, after the posting, to apply for the vacancy.
 3. The vacancy will be filled by the senior bidder in the classification providing the employee qualifies for the job.
 4. Only one posting will be made as a result of any one vacancy.
 5. The successful bidder will be assigned to the vacancy within a reasonable period of time.

MOTOR EQUIPMENT DIVISION PUBLIC SERVICE DEPARTMENT
DEPARTMENTAL ADDENDUM

Section 1. Job Classification Seniority

- A. Classification seniority and work experience will be used for shift and location selection.
1. For purposes of bidding shift and job location, Master Equipment Mechanic and Equipment Mechanic shall be considered one and the same, subject to paragraph 2 below.
 2. Work experience will be defined as documented paid time worked in the area of heavy equipment maintenance or automotive maintenance. Employees will receive points for each area based upon their experience as follows:
 - a. Each year of City of Akron Motor Equipment Bureau heavy equipment maintenance or automotive maintenance: one point in the relevant area;
 - b. Every four years of heavy equipment maintenance or automotive maintenance for the City of Akron, but outside the Motor Equipment Bureau: one point in the relevant area;
 - c. Every five years of heavy equipment maintenance or automotive maintenance for an outside Employer: one point;
 - d. Effective January 1, 2008, every four ASE certifications: one point.
- B. In all other matters, seniority, as provided in the Civil Service Rules and Regulations, will apply.
- C. If a tie should exist in A and B above, then classification seniority shall apply. Should a tie still exist, then the time stamp of the job application shall determine who's senior.

Section 2. Job Location Sign Up

- A. Shift and location sign up shall be conducted in December of each calendar year. Mechanics, service workers, and garage attendants shall bid their job location preference to be effective the first full work week in January of each calendar year.
1. Locations to be bid shall be the following:
 - a. Municipal Service Center
 - b. West Side Maintenance Center
 - c. Central Services
 - d. Any maintenance facility that comes under the jurisdiction of Motor Equipment. This does not apply if the facility has no bargaining unit members working there.

2. Management will specify the number of mechanics, service workers, and garage attendants to be assigned to each shift at each location except that if management chooses to have shift sign up for the West Side Maintenance Center, no less than two bargaining unit positions shall be bid. Bargaining unit employees shall sign up on this sheet for their choice of shift and location in order of seniority. The most senior signing first and so on until all shifts and positions are filled. The employee who is next on the seniority list shall sign up immediately after their name comes up. There shall be no changing once the next employee up for choice has signed up.
- B. Employees to fill the positions at each location will be based on classification seniority and work experience, if otherwise qualified.
1. Equipment Mechanic and Master Equipment Mechanic shall be recognized as one classification for bidding purposes.
 - a. Classification seniority shall be defined as the employee's original date of hire in the Motor Equipment Bureau in the Equipment Mechanic Classification.
- C. If an employee changes job locations and within sixty (60) days of the location change, management determines that the employee is not qualified to perform his job satisfactorily, management may assign the employee to another job location.
1. Management shall fill the vacated location and shift by posting the opening for fifteen (15) working days and filled within thirty (30) calendar days. Employees interested in the job will contact management. The opening will be filled based on classification seniority, if otherwise qualified.
 2. While the job location is posted management may take the least senior employee in the classification needed who formerly worked in the vacated location to fill the opening until an employee is permanently assigned. When the assignment is made, the employee will return to his original location.
- D. An additional bid sheet will be posted in October of each year for a position at the West Side Maintenance Center for the Snow and Ice season. The employee selecting this position will return to his regular shift and location after the snow and ice season.

Section 3. Permanent Job Openings

- A. Permanent job openings occur as the result of retirement, resignation, death, dismissal, or promotion.
- B. Permanent job openings shall be bid in accordance with Section 2, paragraph C.1.
- C. If Motor Equipment takes over another maintenance facility, all permanent job openings will be subject to the bid process.

Section 4. Overtime Distribution

- A. It is agreed that Article XV of the Agreement is amended to provide the following for the Motor Equipment Bureau.
 - 1. An overtime list of qualified employees arranged in order of seniority by classification will be posted in each division showing the number of overtime hours worked or charged to each employee.
- B. When overtime occurs, the following procedures will be followed:
 - 1. Any employee whose daily job assignment carries over into overtime will be entitled to the first right of refusal for such overtime work, such refusal shall be chargeable.
- C. The employee with the least number of charged overtime hours on the overtime list will be contacted first.
- D. An employee will be charged with those overtime hours actually worked by him. If management is unable to contact an employee or an employee refuses to work overtime, he shall be charged for the overtime hours, unless the employee is on annual leave or under a doctor's care.
- E. The variance of charged overtime for each employee on the overtime list shall not exceed (8) hours except in cases where an employee waives his right for whatever reason the employee chooses, the employee is on annual leave or under a doctor's care, or the provisions of Section B.1 has caused the inequity.
- F. A new employee who has become eligible for overtime shall be charged with the average number of charged overtime hours in their classification and the employee's name shall be placed on the rotating overtime list accordingly.
- G. On January 1 of each year, the charged overtime hours will revert to zero (0).
- H. All other provisions of Article XV shall remain in full force and effect.

Section 5. Mechanic Interns

- A. Those employees in the classification of Mechanic Intern shall serve to assist and/or be under guidance of mechanics when performing skilled maintenance and repair work.
- B. Mechanic Interns may work independently when performing preventative maintenance work such as changing bulbs, belts, filters, changing oil, chassis lubrication and other such duties which are of a non-skilled nature.
- C. In case of emergency, Mechanical Interns may be assigned to fill in for permanent employees. Such assignment shall be temporary in nature and not be used in such a way as to displace bargaining unit employees. In situations in which overtime is necessary, management shall consult the overtime rotating list prior to assigning overtime duties to a Mechanic Intern.

Section 6. Inventory - Motor Equipment

Bargaining unit members, if available, will be totally responsible for counting the inventory stock and notifying the office staff of the count so the individual may enter it into the parts book.

Section 7. Master Mechanics

- A. Employees attaining Master Mechanics certification, as outlined in MOA, will be paid Master Mechanic rate from the date that the mechanic supplies management proof of certification.
- B. If a Master Mechanic fails a recertification or for some reason fails to take a recertification test, he shall remain a Master Mechanic until the next available test results are made known.

Section 8. ASE Certifications

Employees attaining ASE certifications will be paid \$10.00 a week bonus for every four (4) certifications obtained. The bonus payment will start within thirty (30) days from the date that the employee supplies management with proof of the certification.

Section 9. Temporary Openings

In the event of a temporary opening at a Motor Equipment location that exceeds five (5) days in duration, and Management desires to transfer an employee to fill the temporary opening, Management shall offer the assignment to the employees, beginning with the most senior employee from the location from which Management desires to choose from.

If overtime would occur at a location where an employee is temporarily assigned, that employee temporarily assigned shall be offered overtime only after all regularly assigned employees are offered first.

Further, if overtime occurs in the Motor Equipment Bureau and Management exhausts the overtime list at the location which the overtime work is needed, and fails to obtain the needed personnel, Management shall offer the overtime by low hours department wide, considering the employee is qualified to perform the work.

SANITATION SERVICES DIVISION PUBLIC WORKS
BUREAU DEPARTMENTAL ADDENDUM

Section 1. Annual Route Bidding

In December of each year, bargaining unit employees shall be permitted an annual bid opportunity in order to select their respective route (including, but not limited to Collections, Recycling, White Goods/Special Needs, Miss-and-Mess, Bulk Items, City Bulk Crew and Tires) by classification seniority for the ensuing year. The procedure to be followed is:

- A. Equipment will be assigned to routes and Operators will have ten (10) days to sign up for a route based upon classification seniority.
- B. Any vacant position will be assigned by Management.

Section 2. Holidays

- A. It is agreed that employees in the Sanitation Services Division will work the following holidays on an overtime basis in lieu of the Saturday following the holiday.
 - 1. The holidays to be worked are: President's Day, Columbus Day, Veteran's Day, and Day after Thanksgiving.

All other holidays the employees shall allowed to leave once their group routes are completed and shall be paid the full eight (8) hours.

Section 3. Permanent Job Openings

- A. If a permanent opening occurs on a route or crew, then that opening will be posted for a period of ten (10) working days, during which time permanent employees shall be permitted to bid to fill the vacancy. The opening will be filled on the basis of classification seniority, if the employee is otherwise qualified. This procedure will be followed when:
 - 1. Permanent openings occur as the result of retirement, resignation, death, dismissal, or promotion.
 - 2. The vacancy created as a result of filling the permanent opening shall be posted for ten (10) working days during which time permanent employees shall be permitted to bid to fill the vacancy. The vacancy will be filled on the basis of classification seniority, if the employee is otherwise qualified.
 - 3. The ten day posting procedure shall also be utilized in the event that new positions are created in the Sanitation Division.
 - 4. In addition to the above procedure Management shall have the right to permit employees to annually trade route assignments if the two employees agree to the trade

and the trade is approved by Management. Approval of trades shall not be arbitrarily withheld by Management, however, an employee who has a less than satisfactory service rating at the time of the trade may not have the request approved.

Section 4. Routes

A. The geographical areas serviced by the City of Akron Sanitation Division shall be served by twelve (12) routes.

Section 5. Large Item Pick Up Route

A. The large item pick up route will remain in effect.

1. If an employee is required to work overtime to pick up the large item route, then he shall be paid at the rate of time and a half for all hours worked with no minimum guarantee.

Section 6. Working Hours

A. The starting time for Sanitation Services will be 4:30 a.m. The regularly scheduled shift will last eight (8) hours without a lunch break.

B. As routes are completed during the regularly scheduled shift, management may reassign those operators to any routes that were not assigned due to lack of staff. Management may assign multiple operators and vehicles to a single route. Management will attempt to rotate the additional assignment so that the same operators are not always assigned additional duties. If the originally unassigned route is completed during the regularly scheduled shift, there will be no overtime paid. If the originally unassigned route or routes are not completed by the end of the regularly scheduled shift, each operator assigned to the vacant route or routes shall be paid overtime for the actual time worked past the regularly scheduled shift.

C. Group function is defined by routes bid in Section 1 of this addendum. On holidays listed in Section 2(A)(1) of this addendum, employees shall be allowed to leave once their group function is complete. If completion of their group function is before the end of the regularly scheduled shift, they will be paid the full eight (8) hours. If completion occurs after the regularly scheduled shift, overtime for actual time past the end of the regularly scheduled shift will be paid. For example, but not limited to this example, if collections routes (group function) are all completed by 11:00 a.m., all collection drivers can leave and be paid eight (8) hours even though bulk item drivers (group function) may still be in routes.

Section 7. Route Equality

A. The ADMINISTRATION agrees to meet annually for the purpose of reviewing route equality.

Section 8. Uniform

A. Effective January 2, 2011, the City will provide uniforms, work gloves, and foul weather gear.

Section 9. Asset Employee Involvement Team

The ASSET Employee Involvement Team shall meet at least quarterly for the purpose of studying future purchases, replacement of equipment and, proposed revisions to the Rules and Regulations. It is recognized that final approval rests with the Director of Public Service.

Section 10. Temporary and Seasonal Employees

Temporary and Seasonal Workers will not drive Sanitation trucks (including routes, bulk items trucks, and white goods/special needs trucks, miss-and-mess, but not including the tire truck).

Section 11. Yard Waste Program

If the City proposes to implement a Yard Waste Program, the parties will meet to discuss implementation.

SEWER MAINTENANCE DIVISION SEWER
BUREAU DEPARTMENTAL ADDENDUM

Section 1. The improved overtime section of the contract is amended and supplemented as follows:

- A. The crew of Sewer Service workers or Pump Station personnel that report for emergency duty in accordance with the call in procedures of the contract must answer all calls in the following four hour period that they are physically capable of handling.

- B. The policy will include:
 - 1. No crew will be required to answer more than three (3) main sewer calls or pump station alarms in one call-out period. (Exceptions would be if all other crews are out and no Sewer Service workers or Pump Station personnel are available, original crew would be required to handle additional calls.)
 - 2. Personnel responding to call-out will be given one-half hour to report or another man will be called.
 - 3. In the absence of a Foreman, the Dispatcher will control the time period conditions.
 - 4. Time will start when last card is punched in.
 - 5. Emergency calls will include main sewers, odor calls, racks overflows, pump station alarms or any related call which Foreman or Dispatcher deems necessary to respond to.

Section 2. Permanent Job Openings

When a permanent opening occurs in a crew, that opening will be posted for a period of ten (10) working days, during which time permanent employees shall be permitted to bid to fill the vacancy. The opening will be filled on the basis of classification seniority, if otherwise qualified. This procedure will be followed when:

- A. Permanent openings occur as the result of retirement, resignation, death, dismissal or promotion.

- B. The vacancy created as a result of the filling of the permanent vacancy shall be posted for ten (10) working days during which time permanent employees shall be permitted to bid to fill the vacancy. The vacancy will be filled on the basis of classification seniority, if otherwise qualified.

- C. The above procedure shall also be utilized in the event that new positions are created in Sewer Maintenance.

In addition to the above procedure, management shall permit employees to trade assignments annually, provided the two employees agree to the trade and said trade is approved by management. Approval shall not be arbitrarily withheld. However, it is understood that an employee who has less than a satisfactory service report, at the time of the request, may have his request denied.

Section 3. Dispatchers

- A. If a Sewer Maintenance Dispatcher is off work for less than five (5) days, management may either call in another dispatcher on overtime, or if a qualified individual, regardless of classification, is available on shift, then management may use that individual to fill-in for the absent dispatcher.
- B. If a Sewer Maintenance Dispatcher is off work for more than five (5) days, then management may either call in another dispatcher on overtime, or if a qualified individual, regardless of classification, agrees, then management may change that individual's shift for the purpose of filling-in for the dispatcher until he returns to work.
- C. Management may not change an individual's shift, in filling-in for a dispatcher, if his absence is for less than five (5) days, unless agreed upon by the UNION.
- D. If a dispatcher is not permanently assigned to the 12:00 (Midnight) - 7:30 a.m. Sunday shift, management, if they choose to call someone in on overtime, will call in a dispatcher on overtime to work the shift. Management is prohibited from using a qualified employee in another classification unless all their dispatchers are contacted to waive the overtime and they are not available.

Section 4. Master Mechanics

- A. Employees attaining Master Mechanics certification, as outlined in Memorandum of Agreement (Automotive Service Excellence Certifications), will be paid Master Mechanic rate from the date that the mechanic supplies management proof of certification.

Section 5. ASE Certifications

- A. Mechanics attaining ASE certifications will be paid \$10.00 a week bonus for every four (4) certifications obtained. The bonus payment will start within thirty (30) days from the date that the employee supplies management with proof of the certification.

STREET CLEANING DIVISION PUBLIC WORKS
BUREAU DEPARTMENTAL ADDENDUM

It is agreed that the master contract will be supplemented to provide the following for the Street Cleaning Division:

Section 1.

Employees in the Street Cleaning Division shall bid, by classification seniority, the following annual position assignments:

- A. Equipment Operator III
 - 1. Loader Operator
 - 2. Sweeper Routes
 - 3. Yard Operator Positions

- B. Equipment Operator II
 - 1. Loader Truck Operator
 - 2. Handcrews
 - 3. Broom Room

- C. Semi-Skilled
 - 1. Broom Room
 - 2. Stations
 - 3. Handcrews
 - 4. Load Truck
 - 5. Trash Pick-up

Employees will bid for the positions five (5) working days prior to the end of the Snow and Ice Control Season.

Section 2.

When the list for shift sign-ups is posted for the Snow and Ice Control Season, employees shall also sign up for salt routes according to classification seniority.

- A. Bidding for salt routes will be for an individual's regularly scheduled shift. Assignments for overtime shall be at the discretion of management.

Section 3.

During the Leaf Removal Program, the employees in the Street Cleaning Division will work:

6:00 a.m. to 2:00 p.m. (Monday to Friday)

2:00 p.m. to 10:00 p.m. (Monday to Friday)

10:00 p.m. to 6:00 a.m. (Sunday to Thursday) - Downtown only

Shift assignments will be bid between September 10th and October 10th for both Leaf Season and Snow and Ice Shifts.

TRAFFIC ENGINEERING SECTION DEPARTMENT OF PUBLIC SERVICE
DEPARTMENTAL ADDENDUM

Section 1. Overtime

- A. Any employee on vacation or sick leave will not be contacted nor charged for overtime.

Section 2. Vacations

- A. Management will endeavor to notify swing men one (1) week in advance when they are to fill an open position due to vacations or military duty.

Section 3. Holiday Scheduling

- A. When management in Traffic Engineering determines that personnel is needed to work on a holiday, they will determine what classification is needed to work. To obtain necessary personnel, management will go to the overtime rotating list and offer the holiday work, starting with the individual with the least amount of overtime hours in the classification needed. The individuals working the holiday will be charged on the overtime list for all hours worked.

Section 4. On Call

- A. The following Monday through Friday Shifts are established for Electronic Technicians II's.
1. 7:00 a.m. - 3:30 p.m.
 2. 3:00 p.m. - 11:30 p.m.
- B. Electronic Technician II's will be required to work weekends on an "on call" basis.
1. "On Call" will begin on Saturday at 7:00 a.m. and conclude at 7:00 a.m. Monday. However, if a holiday is observed on Friday, management may require an individual to be "on call" starting at 7:00 a.m. Friday. If a holiday is observed on Monday, then management may require an individual to remain "on call" until 7:00 a.m. Tuesday.
- C. The scheduling of Electronic Technician II's for "on call" will be on a rotating basis, starting with the most senior Technician II.
- D. A Technician II who is "on call" will receive four (4) hours compensatory time pay for each day he is "on call."
1. If a holiday occurs on a Tuesday, Wednesday, Thursday, or Friday, the holiday will be covered by the on call Technician for the upcoming weekend.
- E. An individual who is scheduled to be "on call" and is unavailable for whatever reason shall forfeit all entitlement to "on call" pay and may be subject to disciplinary action.

1. If the individual scheduled to be "on call" is unavailable, supervision shall obtain the necessary manpower by going to the master overtime list.
 2. If an individual is required to work on the weekend and is unavailable for whatever reason, the individual "on call" for that weekend shall be required to work the individual's shift. At the end of the shift, the individual shall remain "on call" for the duration of the weekend.
- F. An individual shall not be allowed to schedule annual leave during those weekends and any holiday that fall in the week prior to the "on call" weekend covered. Employees may trade to be "on call", however they are subject to management's decision.
1. An individual who trades an "on call" day is disallowed from initiating any further trades until he works the day originally traded.
- G. All overtime hours worked while "on call" shall be charged against the individual on the master overtime list.
1. Individuals "on call" shall receive the appropriate "on call" pay regardless if they have worked overtime or not during the week.
- H. During those time periods when an individual is not "on call" and overtime work is needed, management will obtain the necessary manpower from the master overtime list.

WATER DISTRIBUTION DIVISION WATER SUPPLY BUREAU
DEPARTMENTAL ADDENDUM

Section 1. Overtime Distribution - Crews

It is agreed that Article XV is amended and supplemented to provide an overtime call-out procedure for the specialized crews.

- A. It is recognized that the Water Distribution Division has specialized crews who are "on call" for emergency or specialized work. It is also recognized that some classifications or crews are "on call" on a rotating basis. These classifications or crews or portions thereof will be called out first regardless of their position on the overtime list. The crews and single classifications consist of the following:
1. Primary Emergency Maintenance call-in crew. The back-up emergency call in crew will be called second.
 2. Water Maintenance Crew normally assigned to the force mains for work on force mains which presently includes the North Summit supply line.
 3. Leak detection crew on leak detection survey work.
 4. Equipment Operator III's who are "on call."
 5. Pumping system employees on pumping system work.
 - a. Management shall provide an additional bargaining unit member to assist a pumping system employee on overtime.
 6. Crews working or assigned to a particular job during their regular work shift.
- B. If the initial calls to the call-in crews fail to acquire the crew or portion thereof needed to perform the job, then call-ins will be made according to the call-in procedures of the master agreement.
- C. In the event an employee is unavailable or fails to respond to four (4) consecutive "call-ins" the employee will be notified that if the employee is not available or fails to respond on the next "call-in," the employee may be removed from all "call-in" lists. If the employee is unavailable or fails to respond on the next call-in, the employee's name will be removed from all call in lists. The employee whose name has been removed from a call-in list will be charged with an overtime work opportunity on each occasion the employee could have been called had their name not been removed from the "call-in" list, only one "call-in" can be charged on any given date.
- D. It is required that employees work the overtime necessary to complete a job or a phase of a job when restoration of water or fire service is required. Employees will be excluded from the requirements of this paragraph provided they have a prior commitment after regular

working hours and provided further that they have notified their immediate supervisor of this commitment at the beginning of their regular work shift. Construction Inspectors (Water Maintenance Worker II) following a particular construction job during the regular work week shall be required, when necessary, to work that job on Saturday regardless of their position on the overtime list.

- E. An employee who is on annual leave will not be contacted for overtime. On weekends, an employee will not be called unless he stated, in writing, to his supervisor that he is available to be called.
 - 1. This provision will cover the weekend prior to the start of the employee's annual leave and the weekend immediately after the end of the annual leave.
- F. Any crew which needs to work overtime on a continuation of shift, or call-in will have first opportunity for that overtime. If another job arises during the continuation period, those employees may be offered the overtime.
- G. If an employee is required to work eight (8) hours or more of overtime, management will provide the employee a lunch break, unless conditions are such that could endanger the safety of the citizens of Akron.
- H. If an employee reports off sick on his regular scheduled shift, he shall not be contacted nor charged for overtime for twenty-four (24) hours from the time he reports off.

Section 2. Overtime Distribution - Meter Section, Garage, Dispatchers, and Emergency Men

In the event it becomes necessary to work overtime, the provisions of Article XV of the Master Agreement shall apply.

- A. If Management is unable to contact an employee or an employee refuses to work overtime, he shall be charged for the overtime hours he would have worked.
- B. If an employee reports off sick on his regular scheduled shift, he shall not be contacted nor charged for overtime for twenty-four (24) hours from the time he reports off.
- C. If an employee is contacted for overtime on his normal days off and is sick, he will be charged for the overtime hours he would have worked, unless he submits a doctor's slip stating that he was unable to work on the days in question.
- D. An employee who is on annual leave will not be contacted for overtime. On weekends, an employee will not be called unless he states, in writing, to his supervisor that he is available to work.
 - 1. This provision will cover the weekend prior to the start of the employee's annual leave and the weekend immediately after the end of the annual leave.
- E. For purposes of calling individuals for overtime in the Garage Section, Master Equipment Mechanics and Equipment Mechanics shall be recognized as one classification. This will insure the equitable distribution of overtime.

F. The overtime call-in list will be updated at 7:30 a.m. each weekday morning for the previous day's overtime.

Section 3. Overtime Distribution – Meter Section. Domestic and Industrial

In the event that it becomes necessary to work overtime, the provisions of Article XV of the Master Agreement shall apply.

A. If Management is unable to contact an employee or an employee refuses to work overtime, he shall be charged for the overtime hours he would have worked.

B. If an employee reports off sick on his regular scheduled shift, he shall be not be contacted or charged for overtime for twenty-four (24) hours from the time he reports off.

C. If an employee is contacted for overtime on his normal days off and is sick, he will be charged for the overtime hours he would have worked, unless he submits a doctor's slip stating that he was unable to work on the days in question.

D. An employee who is on annual leave will not be contacted for overtime. On weekends, an employee will not be called unless he states, in writing, to his supervisor that he is available to work.

1. This provision will cover the weekend prior to the start of the employee's annual leave and the weekend immediately after the end of the annual leave.

E. The overtime call-in list will be updated at 7:30 a.m. each weekday morning for the pervious day's overtime.

Section 4. Permanent Job Openings

A. When a permanent opening occurs in a section, that opening will be posted for a period of ten (10) working days, during which time employees shall be permitted to bid to fill the vacancy. The opening will be filled on the basis of classification seniority, if otherwise qualified.

1. Permanent openings occur as the result of retirement, resignation, death, dismissal or promotion.

2. The vacancy created as a result of filling the permanent vacancy shall be posted for ten (10) working days during which time employees shall be permitted to bid to fill the vacancy. The vacancy will be filled on the basis of classification seniority, if otherwise qualified.

Section 5. Trades

- A. Employees in Water Distribution may trade shifts with employees in their classifications subject to the following limitations:
1. All trades must have the approval of supervision.
 2. No trade shall have the approval of requiring the payment of overtime.
 3. At the time of the trade, the employees involved must designate the days they will work.
 4. The originator of a trade cannot institute another trade until he has fulfilled his obligation on the original trade.
 5. If an employee is obligated to work because of a trade, but is unable to work because of sickness or injury, management will call in another employee on a straight time basis. The absent employee will be required to pay back the employee working in his absence.

Section 6. Annual Position Assignments

- A. For purposes of this section, annual position assignments shall be defined as follows:

Domestic Meter Worker - Routes
Water Customer Service Worker - Sectors of City
Dispatchers - Shifts
Water Distribution Crew Leader - Service or Maintenance Sections
Water Maintenance Worker I's - Service or Maintenance Sections
Equipment Operator III's - Service or Maintenance Sections
Equipment Mechanic - Shift
Equipment Service Worker - Shift
Water Customer Worker I (Sections)
Meter Repair
AMR Driver

1. It is agreed that in December of each year, employees will be permitted to select, by classification seniority, their annual position assignment they wish to fill during the ensuing year.
2. When bidding for shift selection, and/or permanent job openings, Master Equipment Mechanics and Equipment Mechanics shall be considered one and the same.
3. The regulatory requirements for water distribution sampling are the responsibility of Utilities Field Operations Water Distribution. The functions of Water Distribution sampling will be performed by bargaining unit members in Utilities Field Operations Water Distribution.

Section 7. Master Mechanics

- A. Employees attaining Master Mechanics certification, as outlined in MOA, will be paid Master Mechanic rate from the date that the mechanic supplies management proof of certification.

Section 8. ASE Certifications

Mechanics attaining ASE certifications will be paid \$10.00 a week bonus for every four (4) certifications obtained. The bonus payment will start within thirty (30) days from the date that the employee supplies management with proof of the certification.

WATER PLANT DIVISION WATER SUPPLY BUREAU
DEPARTMENTAL ADDENDUM

It is agreed that the master contract is amended and supplemented to provide the following for the Water Supply Division:

Section 1. Overtime

- A. In the event it becomes necessary to work overtime due to illness of a Water Plant Operator, Article XV of the master agreement shall apply.
- B. Any employee on vacation or sick leave will not be contacted nor charged for overtime.
 - 1. If an employee is contacted for overtime and is ill, he will be charged for the overtime hours he would have worked, unless he brings in a doctor's slip stating that he was unable to work on the days in question.
- C. If an operator calls off within twenty-four (24) hours of his scheduled shift, and if management determines to call in an operator for overtime, management will use the overtime rotating list to obtain the necessary personnel.
- D. Relief operators that are scheduled back to work within twenty-four (24) hours shall be charged with 2.5 hours of overtime.

Section 2. Relief Operators

- A. Management will endeavor to notify relief operators one (1) week in advance when they are to fill an open position due to vacations or military duty.
- B. Relief operators called out to work on their regular scheduled day off shall be paid overtime.

Section 3. Job and Shift Selection

- A. It is agreed that on December 1 of each year, Water Plant Operators will be permitted to select, by seniority, the operator job they wish to fill during the ensuing year. Water Plant Operators selecting the three (3) positions on each shift, shown as positions one (1) through ten (10) on the attached schedule, will rotate job locations on a weekly basis.

Section 4. Seniority

- A. Classification seniority will be determined by the time an employee has been in the job classification and shall be used for the following purposes:

Water Plant Section

1. Classification seniority will be used for job and shift selection as provided in Section 3.
2. In all other matters, seniority, as provided in the Civil Services Rules and Regulations, will apply.
3. If a tie should exist in 1 and 2 above, then City-wide seniority shall apply. Should a tie still exist, then the time stamp of the job application shall determine who's senior.

Section 5. Permanent Job Opening

- A. In the event a permanent vacancy occurs in the Water Plant Operator's schedule prior to October of the calendar year, management will post the position for bids within five (5) days after the position becomes vacant.
- B. Until the vacancy is permanently filled, Relief Operators will be assigned to fill the open position. If no relief operators are available, then management may assign a Water Plant Operator Trainee to the open position.

Section 6. Training Program

- A. In the event a permanent Treatment Plant Utility Worker desires to participate in a training program designed to provide experience in Water Plant operations, he shall make a request for such training to management and at the discretion of management, the following training program shall be offered to the employee.

Day Shift	1 day	Plant familiarization with (Monday-Friday) foreman
	15 days	With operators as follows: 5 days main control board 5 days west area 5 days east area
Afternoon Shift	30 days	10 days each area as above
Night Shift	30 day	10 days each area as above

- B. The trainees will perform the work in a position on the afternoon and night shifts under the supervision of the Operations Foreman. Water Plant Operators on either of these shifts may volunteer to vacate their position for the indicated training period. If there are no volunteers, the trainees shall work with the current operators until they have their licenses. No operator shall be required to leave his/her shift while a trainee trains.
 1. Water Plant Operators vacating their position on either the afternoon or evening shift will be temporarily reassigned to a Relief Operator position. During such time, it is understood and agreed that the Water Plant Operator does not forfeit his position on the overtime rotating list for Water Plant Operator.

- C. Management retains the right to schedule the training program as needed, as well as limiting the number of employees per training period.
- D. Selection of employees eligible for the training program shall be determined by City-wide seniority.

Section 7. Treatment Plant Utility Worker

- A. Utility workers may fill-in for Water Plant Operators only under the following conditions:
 - 1. During such time they were participating in the Training Program, as outlined in the Water Treatment Departmental Addendum.
 - a. At the conclusion of the Training Program, management may continue to use Utility workers as "fill-ins" until the final results of the EPA Water Plant exam are given.

However, the Utility workers, when becoming eligible to take the EPA Water Plant Operator's exam, will be required to take the exam at the first opportunity when the exam is given.

A Utility worker who is notified that he has failed in his attempt to obtain a Water Plant Operator's license shall no longer be assigned by management as a "fill-in."

- B. A Utility worker who successfully obtains a Water Plant Operator's license may be assigned as a "fill-in" for an additional six months from the date the license is received.
 - 1. For purposes of this Agreement, the six (6) months shall be defined as starting on the date the individual obtains the license and terminates six (6) months from that date.
 - 2. Each calendar year, starting with the year following the six (6) months as described in "A," management may assign the Utility worker as a "fill-in" up to a maximum of twenty (20) days per year.
 - a. For purposes of this section, the days do not have to be consecutive.
- C. If a permanent vacancy exists among the thirteen (13) Water Plant Operators, management agrees to schedule overtime to fill the vacant position until management is able to fill the vacancy on a permanent basis.
- D. The Treatment Plant Utility worker assigned to a position on an operating shift will receive only that overtime for working a holiday at the Treatment Plant Utility worker rate. They will not be on the call-out list for Water Plant Operators.

Section 8. Trades

- A. Employees in the Water Supply Division may trade shifts with employees in their classifications subject to the following limitations:

1. All trades must have the approval of supervision.
2. No trade shall have the approval of requiring the payment of overtime.
3. At the time of the trade, the employees involved must designate the days they will work.
4. The originator of a trade cannot institute another trade until he has fulfilled his obligation on the original trade.
5. If an employee is obligated to work because of a trade, but is unable to work because of sickness or injury, management will call in another employee on a straight time basis. The absent employee will be required to pay back the employee working in his absence.

Section 9. EPA State Licenses

- A. The ADMINISTRATION shall compensate the Water Plant Operators for the annual renewal fee for the state licenses.
- B. Based on the State Certified Water License obtained, Water Treatment Operators will receive the following weekly bonus:
 1. Class I Water License \$15.00/week
 2. Class II Water License \$25.00/week
 3. Class III Water License \$30.00/week
- C. Operators to be eligible for the weekly bonus must not only have obtained any one of the above listed licenses, but must be on a paid status of forty (40) hours each week.
 1. For purposes of this section, paid status shall be defined as those straight time hours for which an individual receives money from the City of Akron. Those hours for which an individual receives overtime pay shall not be used in the calculation of the forty (40) hours.
 2. The weekly bonus does not apply to those individuals who receive a temporary reclassification to the position of Water Treatment Operator, although they may have already obtained a certified license.
- D. The weekly bonus will be calculated on only the highest license an individual obtains. Therefore, an individual with a Class III license will receive a weekly bonus of \$30.00. Although the individual has obtained a Class I and II license, those licenses will not apply when calculating the weekly bonus.

WATER POLLUTION CONTROL DIVISION SEWER BUREAU
DEPARTMENTAL ADDENDUM

Section 1. Seniority

Plant seniority will be determined by the continuous time an employee has been working in the Water Pollution Control Division and shall be used for the following purposes:

- A. Plant seniority will be used for job and shift selection as provided in Section 2.
- B. If a tie should exist, then City-wide seniority shall apply. Should a tie still exist, then the time stamp of the job application shall determine who's senior.

Section 2. Job and Shift Selection

It is agreed that during December of each year, a posting will be made to allow employees to select their job location and shift assignment for one year on the following basis:

- A. Wastewater Plant Lead Operators and Wastewater Plant Operators will be permitted to select the following job locations:
 - 1. Activated/GBT
 - 2. Console
 - 3. Headworks/Primary

There shall be three shifts for all Wastewater Plant Lead Operators and Wastewater Plant Operators as follows:

11:30pm (Friday) – 7:30am (Saturday)
3:30pm (Saturday) – 7:30am (Sunday)
3:30pm (Sunday) – 11:30pm (Sunday)

This work schedule shall be equal to forty (40) hour work week.

Operators shall be charged twenty (20) hours sick leave for each sixteen (16) hour shift absent due to sickness/injury. An operator off on annual leave will be charged twenty (20) hours of annual leave for each sixteen (16) hour shift.

Operators who take a Personal Day will be charged for one (1) Personal Day for each sixteen (16) hour shift.

- B. It is recognized by the parties that the number of job locations in Section 2A may vary from year to year, however, management may not reorganize job assignments for the purpose of laying off Wastewater Plant Operators. Once the appropriate job locations are established for the calendar year, the procedures for manning the job locations will be the same.

- C. Employees may be assigned to other shifts during the calendar year for the purpose of training. Management shall give the employee at least a two (2) week notification prior to assigning the individual to another shift.
- D. In the event a job location for any classification is eliminated for any reason, the job locations in the classification shall be rebid for the balance of the year.
 - 1. When a permanent job opening occurs as the result of an employee's death, retirement, resignation, dismissal, or promotion management will post the job at all locations within five (5) days for a period of fourteen (14) days, Plant seniority shall be the determining factor in awarding the opening.

Section 3. Overtime

- A. When calling in individuals for overtime, the provisions of Article XV shall apply except for the following:
 - 1. When management calls in an operator for overtime, Article XV of the master agreement shall be followed, except that qualifications shall be based on the fact that the operator has worked in the area where the overtime occurs within the past twelve (12) months.

Section 4. Trades

- A. Employees in Water Pollution Control may trade shifts with employees in their classifications subject to the following limitations:
 - 1. All trades must have the approval of supervision.
 - 2. No trade shall have the approval of requiring the payment of overtime.
 - 3. At the time of the trade, the employees involved must designate the days they will work.
 - 4. The originator of a trade cannot institute another trade until he has fulfilled his obligation on the original trade.
 - 5. If an employee is obligated to work because of a trade, but is unable to work because of sickness or injury, management will call in another employee on a straight time basis. The absent employee will be required to pay back the employee working in his absence.

Section 5. EPA State Licenses

- A. The ADMINISTRATION shall pay the annual renewal fee for the state licenses.
- B. Based on the State Certified Wastewater License obtained, all Water Pollution Control Division bargaining unit members will receive the following weekly bonus:

1. Class I Wastewater License \$15.00/week
 2. Class II Wastewater License \$25.00/week
 3. Class III Wastewater License \$30.00/week
- C. To be eligible for the weekly bonus must not only have obtained any one of the above listed licenses, but must be on a paid status of forty (40) hours each week.
1. For purposes of this section, paid status shall be defined as those straight time hours for which an individual receives money from the City of Akron. Those hours for which an individual receives overtime pay shall not be used in the calculation of the forty (40) hours.
- D. The weekly bonus will be calculated on only the highest license an individual obtains. Therefore, an individual with a Class III license will receive a weekly bonus of \$30.00. Although the individual has obtained a Class I and II license, those licenses will not apply when calculating the weekly bonus.
- E. Wastewater Plant Operators who obtain a Class II license in the future will be promoted to Lead Operators, if they so desire, upon obtaining the Class II license.
1. **Current Wastewater Plant Operators who have less than five (5) years of continuous service as a Wastewater Plant Operator will be required to perform the functions of a Wastewater Plant Lead Operator without additional compensation, unless they obtain a State of Ohio Class II Certified Wastewater Operator License. When the current Wastewater Plant Operator attains five (5) years of continuous service as a Wastewater Plant Operator, they will automatically be reallocated to the Wastewater Plant Lead Operator position.**
 2. **Future hires after March 5, 2012, into the position of Wastewater Plant Operator will be required to perform the functions of a Wastewater Plant Lead Operator without additional compensation unless they obtain a State of Ohio Class II Certified Wastewater Operator License.**

**MEMORANDUM OF UNDERSTANDING IMPLEMENTATION POLICY FOR CDL
CONTROLLED SUBSTANCES AND ALCOHOL TESTING.**

The City of Akron (City) and AFSCME, Local 1360 (Union)/Ohio Council 8 are committed to maintaining a safe, productive work environment at all City facilities and work sites, to safeguarding City property and personnel, and to maintaining employee productivity. For these reasons, this Memorandum of Understanding is implemented by the City with the consent of the UNION effective the 7th day of August, 1995. This Memorandum of Understanding applies to bargaining and non-bargaining employees.

I. On-the-Job Use, Possession, Sale or Distribution

The following are prohibited on City premises, on any City work site, or while on City work time:

- A. Possession of any non-medically prescribed controlled substances;
- B. Possession of an open container of alcohol in violation of federal, state or local law or regulation;
- C. Use of non-medically prescribed controlled substances;
- D. Use of alcohol; or
- E. Sale or distribution of controlled substances. Any employee found in violation of this Memorandum of Understanding is subject to disciplinary action up to and including discharge. The term "work site" shall include City vehicles, the term "work time" shall include lunches, breaks, overtime, and any circumstances in which an employee is representing the City.

Other action, including notification of appropriate law enforcement agencies, may be taken with respect to an employee violating this Memorandum of Understanding.

II. Employee Impairment and Drug Use

Employees are prohibited from being at work while under the influence of alcohol or non-medically prescribed controlled substances. Any employee violating this provision will be subject to disciplinary action up to and including discharge.

Employees shall advise their physicians that they drive commercial motor vehicles so that the physicians may advise the employee whether any prescribed medication will adversely affect the employee's ability to safely operate a commercial motor vehicle. In the event prescribed medication will adversely affect the employee's ability to safely operate a commercial motor vehicle, the employee shall provide a document from their physician(s) that there is no appropriate medication which would not adversely affect the employee's duty to safely operate a commercial motor vehicle, and the employee shall provide a release to return to work from their physician(s).

III. Employee Drug Testing

A. Random and Reasonable Suspicion Testing.

- 1. Employees who, as a part of their job responsibilities, are or may be required to operate motor vehicles requiring a commercial driver's license, whether Bargaining or Non-Bargaining, will be subject to random testing pursuant to the terms and conditions of the 1991 Omnibus Transportation Employee Testing Act (the Act).**

- 2. When the result of a drug test is positive, or an alcohol test is .04 or above, the employee will be notified of the results. In such instance, the employee will be given the opportunity to offer an explanation to the Medical Review Officer (MRO) for the positive results. In the absence of an explanation which is acceptable, as determined by the MRO, the employee will be required to undergo evaluation by the substance abuse professional (SAP) and will be required, as a condition of continued employment, to successfully participate in any counseling or treatment program as shall be recommended by the SAP. Failure to remain in and to successfully complete the recommended program will constitute just cause for discipline up to and including discharge; however, if said employee is fully and faithfully participating in the prescribed counseling or treatment program but relapses during such a program, such relapse shall be treated by the City as a second offense under Part b. below. The City reserves the right to impose progressive discipline at any time during the employee's employment.**
 - a. The first time an employee is required by the SAP to participate in any counseling or treatment program, the employee's health insurance coverage with the City may be used and sick leave may be used for counseling or treatment, pursuant to the terms of individual collective bargaining agreements.**

 - b. The second time in a period of two calendar years an employee is required by the SAP to participate in any counseling or treatment program, health insurance coverage will be available for said counseling or treatment up to the limitations of the City health plan. If the employee has sick leave available, the City will allow its use during the counseling or treatment program.**

 - c. The third time in a period of two calendar years an employee tests positive for controlled substances and/or alcohol of over 0.04 concentration, the employee may be subject to immediate discharge.**

 - d. In the event of a positive drug test, management in its sole discretion will assign an employee to non-safety sensitive functions, if available, and said employee's pay may be adjusted to reflect the work performed until such time as the employee test negative for drugs. However, the employee may request vacation or comp time where sick leave is not applicable, in lieu of sick leave, or in lieu of said reduction in job assignment, pursuant to the terms of individual collective bargaining agreements.**

3. In the event the employee is tested to have an alcohol concentration of 0.02 or greater but less than 0.04 up to two times within a two year period:
 - a. The City will not allow the employee to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test;
 - b. The City will make every reasonable effort to re-assign the employee and the employee shall perform non-safety-sensitive functions based on the needs of the City; and
 - c. If, based on the needs of the City, the City is unable to re-assign the employee, the employee may use sick leave, vacation or comp time.
4. In the event the driver is tested to have an alcohol concentration of 0.02 or greater but less than 0.04 three or more times within a two year period;
 - a. The City will not allow the employee to work;
 - b. The City shall send home the employee without pay;
 - c. The City will not allow the use of sick leave; and
 - d. The City may impose discipline up to and including discharge against the employee.

B. Post-Accident Testing

Each incident will be reviewed by the City on a case by case basis, and the consequences for testing positive for controlled substances or 0.04 or more concentration of alcohol may range from those listed in numbers 3 and 4 of Section A up to and including discharge.

Post-accident drug and alcohol testing will be conducted when an accident (an unplanned, unexpected, or unintended event) involves one of the City's motor vehicles or any motor vehicle used in conducting City business and one of the following occurs:

1. Fatality of anyone involved in the accident; or
2. Bodily injury to the employee and/or another person involved in the accident that requires medical attention at a medical facility; or
3. Any moving vehicle accident in which the employee driver is cited under State or local law for a moving traffic violation arising from the accident; or
4. Any motor vehicle involved in the accident suffers major damage.

If it is clear that the employee did not contribute to the cause of the accident, the employee will be exempted from drug and alcohol testing. Drug and alcohol testing will be conducted within two (2) hours from the time of the accident, if possible, but under no circumstances more than eight (8) hours from the time of the accident.

IV. Implementation of Memorandum of Understanding

Upon its implementation, the Policy and Memorandum of Understanding will be posted on employee bulletin boards and employees will be informed of the Policy and Memorandum of Understanding's implementation by means of individual notices. Each employee will be required to sign a receipt acknowledging receipt of the Policy and Memorandum of Understanding.

Bargaining unit employees may use the 4th Step of the Grievance Procedure to resolve disputes arising under the foregoing Memoranda of Understanding.

V. Revisions/Amendments to this Policy

The City reserves the right to from time to time revise the foregoing Memorandum of Understanding, however, no such revision shall be implemented or take effect prior to the UNION being informed of such proposed revision and given an opportunity to negotiate a change pursuant to ORC 4117.

VI. Paid Time/Paid Tests

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 split sample test results will be compensated during the waiting period for all time lost, including overtime, if the split sample test proves to be negative. The City shall pay all costs associated with the administration of alcohol and controlled substances tests recommended by the SAP, the cost of any positive test results shall be at the employee's expense. Any employee initiated tests will only be considered if performed by a laboratory certified under the DOT Regulations. In the event of a positive test for controlled substances or an alcohol concentration of 0.04 or higher under reasonable suspicion testing, the City will only compensate the employee for all time lost, including overtime, if applicable, up to the time the positive test result is verified by the MRO.

VII. Discipline

In the event an employee is disciplined because of a positive test for controlled substances or an alcohol concentration of 0.04 or greater, unpaid time off will be credited as time served toward the total suspension imposed.

VIII. Federal Regulations Prevail

To the extent that the Memorandum of Understanding is inconsistent or conflicts with the provisions or requirements of the Act and/or the regulations promulgated with respect thereto, the Act and such regulations shall control.

IX. Employee Rights

In matters relating to items not specifically addressed by federal regulations, the employee maintains the grievance and arbitration rights outlined under the collective bargaining agreement.

X. Reservation of Rights

The City reserves the right to conduct testing on the basis of reasonable suspicion of every City employee, whether or not a CDL holder, for alcohol and all controlled substances. An employee that refuses to participate in mandatory drug/alcohol testing will be removed from the performance of safety-sensitive duties and such refusal shall be treated in the same manner as a "Positive" test result. The employee may also be subject to disciplinary action up to and including discharge.

MEMORANDUM OF AGREEMENT

The City of Akron and Ohio Council 8 and Local 1360 AFSCME agree that:

- A.** If the City considers a future possible merger of Sewer and Water facilities, the parties will bargain over this issue as it pertains to wages, hours, and terms and conditions of employment, including any possibility of a flexible worker program.
- B.** If the City considers a flexible worker program and its implementation at either the Water Supply or Water Pollution Control, the parties will bargain over this possibility and its consequences.

SICK LEAVE TIME BANK LOCAL #1360

A. Purpose

1. The purpose of the Time Bank is to assure a member of the program that he will not be removed from the payroll during the first year of illness or incapacity due to an off-duty injury which causes him to use all time off available to him.

B. Eligibility

1. Any AFSCME, Local #1360 member, hereinafter referred to as employee, who has completed his initial probation period is eligible to join the program. Employees will be afforded the opportunity to join the program within forty-five (45) days after the initial establishment of the Time Bank Committee. Employees who are not eligible, due to not having hours to donate, shall express their intent to join, in writing, within the above-stated forty-five day period and will be allowed to become members on the first opportunity they have to donate hours. After the initial enrollment, employees will have the opportunity to join during the month of January in each subsequent year.
 - a. The Time Bank Committee may review any applicant's past record of sick time before allowing the applicant to join the program.
 - b. A past record of sick time abuse shall be sufficient to refuse any applicant admission into the program.

C. Time Donation

1. Each employee who wishes to enroll in the Time Bank shall be required to donate four hours of time to the program at the time he joins it.
 - a. Sick Leave.
 - b. Compensatory Time.
2. When the available time in the Time Bank is reduced to five hundred (500) hours through withdrawals, an additional donation of (4) hours of time shall be required from each member to replenish the hours used.
3. If a member is called on for a donation and fails to respond, he shall be dropped from the program providing he has available hours to donate. If the member fails to respond due to having insufficient hours to donate, he will be continued on the program providing he contributes at the first opportunity he has hours available.

D. Time Bank Administration

1. The Time Bank shall be maintained and administered by the Secretary/Treasurer of the UNION, who shall report, in writing, any applications for withdrawal or donations to the Time Bank to the Time Bank Committee.
2. The Committee shall include the following:
 - a. Two members appointed by the UNION President.
 - b. The Local UNION President, or his designee.
 - c. Deputy Mayor for Labor Relations or designee from Labor Relations.
 - d. Steward of the affected employee.
3. The Committee shall investigate each member applying to withdraw time from the Time Bank and assure that the member meets all of the established requirements for the withdrawal of time.
4. A majority vote of the Committee shall be the determining factor in the eligibility of the applying individual to withdrawal from the Time Bank.

E. Use of Time Bank

1. When a member off-duty has used all time off available to him and is within fifteen (15) days of using all of his accumulated sick time, he may request, in writing, assistance from the UNION by making such written request to the Local UNION Secretary/Treasurer, or the Local UNION President. The Secretary/Treasurer or the President shall notify the Time Bank Committee to have a hearing to determine the eligibility of the individual applying to the program.
2. The member shall furnish such information and physician's statements to the Committee as they may require to make a decision.
3. Any member drawing time from the Time Bank may be required by the Committee to periodically furnish them with additional information or physician's statements during the time the member is off.
4. The length of time available to any one member through the Time Bank is six calendar months; however, under exceptional circumstances, a member on extended sick leave may apply for one extension of time not to exceed three calendar months if his physician will assure the Committee that at the end of the extension of time the member will be sufficiently recovered to return to active duty.
5. In no case where regular sick leave has been abused by the member shall he be granted time from the Time Bank.
 - a. The Committee shall have the right to determine if sick leave has been abused in the past by investigating an employee's past record of sick leave usage to determine the character and frequency of any sick leave taken.
 - b. The Committee shall have the right to require proof of illness or injury in the investigation of past sick leave use.

6. Additional qualifications may be imposed from time to time by agreement between AFSCME, Local #1360 and the Deputy Mayor for Labor Relations or his designee.

MEMORANDUM OF AGREEMENT

During the course of 2006 negotiations, the American Federation of State, County and Municipal Employees, Local #1360 and Ohio Council 8, and the City of Akron conducted in-depth discussions concerning escalating health care costs and the manner in which health care costs continue to exceed the general inflation rate affecting other goods and services. Additionally, the parties renewed their commitment to provide a wide choice of medical service providers to these same individuals, while protecting them from the financial hardship that can result from occurrences of injury or disease.

The parties recognized that continued health care inflation not only has a negative impact on overall employment costs, but also seriously impedes both parties' ability to provide health care coverage at present and future benefit levels.

As a result of these discussions both parties affirmed their commitment to control health care costs and to insure maximum value for funds spent to provide health care coverage.

Both parties determined that the effort should be made to control health care cost escalation through a joint exploration of three broad areas.

- A. Over-utilization of certain medical benefits which are, in fact, medically unnecessary.
- B. Under-utilization of cost-effective means to obtain needed medical services, e.g., encourage that medical treatment be rendered in doctor's office rather than in a Hospital emergency room; and
- C. The manner in which certain medical service providers charge in excess of reasonable and necessary allowances or exceed charges billed by other medical service providers within the same geographic area.

In order to control health care cost escalation, the American Federation of State, County and Municipal Employees, Local #1360 and Ohio Council 8, and the City of Akron agree to establish a joint Health Care Cost Containment Committee.

This Committee shall consist of the President of the American Federation of State, County and Municipal Employees, Local #1360, or his designee, the Ohio Council 8 Staff Representative, and another representative appointed by the UNION, and the Deputy Mayor for Labor Relations for the City of Akron and the Manager of Employee Benefits for the City of Akron. This Committee shall meet on a quarterly basis.

This Committee shall be provided with information pertaining to medical benefit utilization and costs especially when it appears that medical benefit utilization and costs are escalating excessively. This Committee shall develop programs and procedures to address cost containment of benefits utilization. These programs and procedures shall include but not be limited to the following:

- A. Conducting discussions with health care providers whose charges exceed those billed by other providers for similar medical services.

- B. Developing Communication Programs to inform covered employees and retirees about preferred medical providers and those providers of medical services that historically have exceeded benefit plan allowances.
- C. Establishing programs to educate employees and retirees about alternate less costly sources of health care that may be available.
- E. Initiating steps to improve the administration of health care benefits.
- F. Enlisting active and retired City employee involvement in community health issues which may have an impact on the overall City of Akron Health Care Program.

MEMORANDUM OF AGREEMENT

In 2012 negotiations, the City of Akron, Local 1360, AFSCME, and Ohio Council 8, AFSCME agreed to establish a joint labor management health care committee, for the purpose of controlling health care cost escalation.

This Committee shall be comprised of representatives from each of the City of Akron's bargaining units. Each union may designate two representatives and the unions may also hire their own consultant at their cost to attend the Committee meetings. This Committee has the responsibility to examine and recommend health care cost savings, but has no authority to modify health care benefits in the existing Collective Bargaining Agreement.

MEMORANDUM OF AGREEMENT -MID TERM BARGAINING

The parties agree to have mid-term bargaining for the following issue and is grievable up to and including arbitration. The parties further agree that these negotiations shall be completed by June 1, 2017.

Budget and Finance Ordinance 35.05 Overtime which reflects how and when the City of Akron Director of Finance implements a fiscal or budget deficiencies and only grants compensation time rather than paid overtime.

The parties agree to have mid-term bargaining for the following issues and is not applicable to the grievance procedure. The parties further agree that these negotiations shall be completed by June 1, 2017.

Article XXIV – Longevity

This discussion shall include whether the City and Union agree to increasing the current payment of longevity.

The parties shall review and update the current Sick Leave Time Bank policy.

The parties shall review and discuss the current practice of the Motor Equipment addendum as it pertains to the issue of Shift bidding (i.e. current point system or departmental).

The parties to meet and update the current Drug Policy to reflect the current procedures.

The parties shall meet and discuss the possibility of both the City and Union's availability to create E.P.A. license incentives for all employees in the Public Utilities.

The parties shall meet and discuss the after a financial review of whether having

provided uniforms or employees given money to purchase their own.

The parties agree to a ME-TOO:

If any other City of Akron Bargaining Unit receives better Dental and/or Vision coverage than the Union Local 1360 members shall receive the same.

MEMORANDUM OF AGREEMENT AUTOMOTIVE SERVICE
EXCELLENCE CERTIFICATIONS

The City of Akron, AFSCME, Local #1360, and AFSCME, Ohio Council 8 hereby agree that Automotive Service Excellence Certifications shall be defined as follows:

To receive Master Mechanic pay, Motor Equipment, Fire Maintenance, Water Distribution and Sewer Maintenance must acquire the following certifications:

Automobile Tests A1-A8:

Engine Repair	Automatic Trans/Transaxle
Manual Drive Train/Axles	Suspension/Steering
Brakes	Electrical/Electronic Systems
Heating/Air Conditioning	Engine Performance

Medium/Heavy Truck Tests T1-T8:

Gasoline Engine	Diesel Engine
Drive Train	Suspension/Steering
Brakes	Electrical/Electronic Systems
Heating/Air Conditioning	Preventive Maintenance

Employees holding a Master Mechanics Certification are entitled to additional bonus payments by attaining the following certifications:

- E1 - Truck Equipment Installation/repair
- E2 - Electrical - Electronic Systems Installation/Repair
- E3 - Auxiliary Power Systems Installation/Repair
- M3 - Assembly Specialist (Engine)
- L1 - Automotive Advanced Engine Performance Specialist
- L2 - Electronic Diesel Engine Diagnosis Specialist
- X1 - Exhaust Systems
- Refrigerant Recovery and Recycling

For Motor Equipment Only:

Transit Bus:

Diesel Engines	Brakes
Electrical/Electronic Systems	HVAC

EXECUTIVE ORDER

TO ALL DEPARTMENT AND DIVISION HEADS:

Because of the apparent confusion regarding the use of City-paid time for employee group activities by authorized representatives of the various employee groups, the following statement of policy is issued to clarify this matter for both City officials and employee groups.

STATEMENT OF POLICY

No City employee shall use City-paid time to engage in activities on behalf of any employee organization, unless such activity is specifically provided for in the exceptions noted below.

Exception No. 1

The President of an employee organization (or in his absence an officer designated by the President) may attend regularly scheduled meetings of the Akron City Council, upon obtaining prior authorization from his immediate supervisor. Also when a Committee of the Akron City Council is scheduled to hear a matter of legitimate interest to such employee organization, the President, or his designee, may attend the Committee meeting, providing he has obtained the necessary prior authorization of his immediate supervisor.

Exception No. 2

The President, or his designee, of an employee organization may attend regularly scheduled meetings of the Civil Service Commission of the City of Akron when a matter of legitimate interest to such organization is on the agenda for consideration. However, prior authorization of the immediate supervisor is required.

Exception No. 3

Meetings, hearings, conferences, etc., which are a necessary part of the processing of a legitimate grievance, may be attended by the aggrieved party along with the authorized representative of the appropriate employee group, providing each employee and representative has obtained the necessary prior authorization of his immediate supervisor. Such meetings, hearings, conferences, etc., may be held during the last half-hour of the then normal working day of the aggrieved party and his representative when convenient.

Exception No. 4

Meetings, discussions and conferences for the purpose of negotiations may be held during the regular working day, when, in the opinion of the City's representative, such time is appropriate and necessary to facilitate such process. The City's representative will schedule such negotiation sessions only with the designated bargaining committee of any existing employee group which is presently recognized by the City ADMINISTRATION.

Danial Horrigan
Mayor

WAGE TABLES

		2016	2017	2018
16	1	13.89	14.24	14.60
	2	14.35	14.71	15.08
	3	15.00	15.38	15.76
	4	15.64	16.03	16.43
	5	16.20	16.61	17.03
	6	16.81	17.23	17.66
	7	17.43	17.87	18.32
17	1	14.35	14.71	15.08
	2	15.00	15.38	15.76
	3	15.64	16.03	16.43
	4	16.20	16.61	17.03
	5	16.81	17.23	17.66
	6	17.43	17.87	18.32
	7	18.22	18.68	19.15
18	1	15.00	15.38	15.76
	2	15.64	16.03	16.43
	3	16.20	16.61	17.03
	4	16.81	17.23	17.66
	5	17.43	17.87	18.32
	6	18.22	18.68	19.15
	7	18.93	19.40	19.89
19	1	15.64	16.03	16.43
	2	16.20	16.61	17.03
	3	16.81	17.23	17.66
	4	17.43	17.87	18.32
	5	18.22	18.68	19,15
	6	18.93	19.40	19,89
	7	19.69	20.18	20.68
20	1	16.20	16.61	17.03
	2	16.81	17.23	17.66
	3	17.43	17.87	1832
	4	18.22	18.68	19,15
	5	18.93	19.40	19.89
	6	19.69	20.18	20.68
	7	20.65	21.17	21.70

		2016	2017	2018
21	1	16.81	17.23	20.18
	2	17.43	17.87	18.32
	3	18.22	18.68	19.15
	4	18.93	19.40	19.89
	5	19.69	20.18	20.68
	6	20.65	21.17	21.70
	7	21.55	22.09	22.64
22	1	17.43	17.87	18.32
	2	18.22	18.68	19.15
	3	18.93	19.40	19.89
	4	19.69	20.18	20.68
	5	20.65	21.17	21.70
	6	21.55	22.09	22.64
	7	22.65	23.22	23.80
23	1	18.22	18.68	19.15
	2	18.93	19.40	19.89
	3	19.69	20.18	20.68
	4	20.65	21.17	21.70
	5	21.55	22.09	22.64
	6	22.65	23.22	23.80
	7	23.60	24.19	24.79
24	1	18.93	19.40	19.89
	2	19.69	20.18	20.68
	3	20.65	21.17	21.70
	4	21.55	22.09	22.64
	5	22.65	23.22	23.80
	6	23.60	24.19	24.79
	7	24.72	25.34	25.97
25	1	19.69	20.18	20.68
	2	20.65	21.17	21.70
	3	21.55	22.09	22.64
	4	22.65	23.22	23.80
	5	23.60	24.19	24.79
	6	24.72	25.34	25.97
	7	25.67	26.31	26.97

		2016	2017	2018
1	2	8.43	8.64	8.86
	3	8.76	8.98	9.20
	4	9.09	9.32	9.55
	5	9.35	9.58	9.82
	6	9.72	9.96	10.21
	7	10.08	10.33	10.59
	2	1	8.43	8.64
2		8.76	8.98	9.20
3		9.09	9.32	9.55
4		9.35	9.58	9.82
5		9.72	9.96	10.21
6		10.08	10.33	10.59
7		10.41	10.67	10.94
3	1	8.76	8.98	9.20
	2	9.09	9.32	9.55
	3	9.35	9.58	9.82
	4	9.72	9.96	10.21
	5	10.08	10.33	10.59
	6	10.41	10.67	10.94
	7	10.67	10.94	11.21
4	1	9.09	9.32	9.55
	2	9.35	9.58	9.82
	3	9.72	9.96	10.21
	4	10.08	10.33	10.59
	5	10.41	10.67	10.94
	6	10.67	10.94	11.21
	7	11.22	11.50	11.79
5	1	9.35	9.58	9.82
	2	9.72	9.96	10.21
	3	10.08	10.33	10.59
	4	10.41	10.67	10.94
	5	10.67	10.94	11.21
	6	11.22	11.50	11.79
	7	11.63	11.92	12.22

		2016	2017	2018
6	1	9.72	9.96	10.21
	2	10.08	10.33	10.59
	3	10.41	10.67	10.94
	4	10.67	10.94	11.21
	5	11.22	11.50	11.79
	6	11.63	11.92	12.22
	7	12.04	12.34	12.65
7	1	10.08	10.33	10.59
	2	10.41	10.67	10.94
	3	10.67	10.94	11.21
	4	11.22	11.50	11.79
	5	11.63	11.92	12.22
	6	12.04	12.34	12.65
	7	12.36	12.67	12.99
8	1	10.41	10.67	10.94
	2	10.67	10.94	11.21
	3	11.22	11.50	11.79
	4	11.63	11.92	12.22
	5	12.04	12.34	12.65
	6	12.36	12.67	12.99
	7	12.89	13.21	13.54
9	1	10.67	10.94	11.21
	2	11.22	11.50	11.79
	3	11.63	11.92	12.22
	4	12.04	12.34	12.65
	5	12.36	12.67	12.99
	6	12.89	13.21	13.54
	7	13.39	13.72	14.06
10	1	11.22	11.50	11.79
	2	11.63	11.92	12.22
	3	12.04	12.34	12.65
	4	12.36	12.67	12.99
	5	12.89	13.21	13.54
	6	13.39	13.72	14.06

		2016	2017	2018
11	1	11.63	11.92	12.22
	2	12.04	12.34	12.65
	3	12.36	12.67	12.99
	4	12.89	13.21	13.54
	5	13.39	13.72	14.06
	6	13.89	14.24	14.60
	7	14.35	14.71	15.08
12	1	12.04	12.34	12.65
	2	12.36	12.67	12.99
	3	12.89	13.21	13.54
	4	13.39	13.72	14.06
	5	13.89	14.24	14.60
	6	14.35	14.71	15.08
	7	15.00	15.38	15.76
13	1	12.36	12.67	12.99
	2	12.89	13.21	13.54
	3	13.39	13.72	14.06
	4	13.89	14.24	14.60
	5	14.35	14.71	15.08
	6	15.00	15.38	15.76
	7	15.64	16.03	16.43
14	1	12.89	13.21	13.54
	2	13.39	13.72	14.06
	3	13.89	14.24	14.60
	4	14.35	14.71	15.08
	5	15.00	15.38	15.76
	6	15.64	16.03	16.43
	7	16.20	16.61	17.03
15	1	13.39	13.72	14.06
	2	13.89	14.24	14.60
	3	14.35	14.71	15.08
	4	15.00	15.38	15.76
	5	15.64	16.03	16.43
	6	16.20	16.61	17.03
	7	16.81	17.23	17.66