09-13-16
16-MED-02-0093
0067-07
K34715

AN AGREEMENT

between

THE CITY OF ASHLAND

and

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

and

LOCAL 2313, CITY OF ASHLAND EMPLOYEES

Effective: June 01, 2016
Expires: May 31, 2019

ARTICLE 1	PREAMBLE	1
ARTICLE 2	PURPOSE AND INTENT	1
ARTICLE 3	MANAGEMENT RIGHTS	1
ARTICLE 4	RECOGNITION	2
ARTICLE 5	NON-DISCRIMINATION	3
ARTICLE 6	DUES DEDUCTION	3
ARTICLE 7	NO-STRIKE	4
ARTICLE 8	UNION REPRESENTATION	4
ARTICLE 9	UNION ACTIVITY	5
ARTICLE 10	PAYMENT OF UNION NEGOTIATING COMMITTEE	5
ARTICLE 11	LABOR MANAGEMENT COMMITTEE	5
ARTICLE 12	WORK RULES	6
ARTICLE 13	JOB DESCRIPTIONS	6
ARTICLE 14	PERSONNEL RECORD	6
ARTICLE 15	UNION BULLETIN BOARDS	7
ARTICLE 16	PROBATIONARY PERIOD	7
ARTICLE 17	NON-BARGAINING UNIT EMPLOYEES MOVING INTO BARGAINING UNIT COVERED CLASSIFICATIONS	7
ARTICLE 18	SENIORITY	7
ARTICLE 19	LAY-OFF AND RECALL	8
ARTICLE 20	VACANCIES AND JOB POSTINGS	10
ARTICLE 21	TEMPORARY TRANSFERS	11
ARTICLE 22	HOURS OF WORK	11
ARTICLE 23	CALL BACK PAY	12
ARTICLE 24	REPORT IN PAY	12
ARTICLE 25	OVERTIME COMPENSATION AND EQUALIZATION	12
ARTICLE 26	HOLIDAYS	16
ARTICLE 27	VACATIONS	16
ARTICLE 28	SICK LEAVE	17
ARTICLE 29	MISCELLANEOUS	19
ARTICLE 30	INJURY LEAVE	21
ARTICLE 31	FUNERAL LEAVE	21
ARTICLE 32	JURY DUTY	21
ARTICLE 33	WAGES	22
ARTICLE 34	INSURANCE	24
ARTICLE 35	DRUG AND ALCOHOL NOTICE OF DISCIPLINE	25
ARTICLE 36	EMPLOYEE ASSISTANCE PROGRAM (EAP) FOR DRUG OR ALCHOL REHABILITATION	25
ARTICLE 37	INCLEMENT WEATHER	25
ARTICLE 38	INCLEMENT WEATHER AND FOUL WORKING CONDITIONS GEAR	25
ARTICLE 39	TOOL ALLOWANCE	25
ARTICLE 40	UNIFORMS	25
ARTICLE 41	MEDICAL TREATMENT/MEDICATION/ IMMUNIZATION	26
ARTICLE 42	HEALTH AND SAFETY	26

ARTICLE 43 PAYROLL DEDUCTIONS 26
ARTICLE 44 EDUCATIONAL ASSISTANCE 27
ARTICLE 45 PRINTING OF CONTRACTS 27
ARTICLE 46 COMMERCIAL DRIVER'S LICENSE 27
ARTICLE 47 DISCIPLINE 27
ARTICLE 48 DISCIPLINARY PROCEDURE 28
ARTICLE 49 GRIEVANCE PROCEDURE 30
ARTICLE 50 GRIEVANCE MEDIATION 32
ARTICLE 51 ARBITRATION PROCEDURE 34
ARTICLE 52 CONTRACT OUT/SUBCONTRACTING 35
ARTICLE 53 CONFORMITY TO LAW 35
ARTICLE 54 TOTAL AGREEMENT 35
ARTICLE 55 OBLIGATION TO NEGOTIATE 35
ARTICLE 56 GENDER AND PLURAL 36
ARTICLE 57 HEADINGS 36
ARTICLE 58 LEGISLATIVE APPROVAL 36
ARTICLE 59 DURATION 36
ARTICLE 60 EXECUTION 37

TABLE OF APPENDICES

APPENDIX "A" NOTICE OF BUMPING (1 PAGE)

APPENDIX "B" APPLICATION FOR VACANCY (1 PAGE)

APPENDIX "C" NOTICE OF PROBABLE DISCIPLINARY ACTION AND EMPLOYEE RIGHTS (2 PAGES)

APPENDIX "D" EMPLOYEE WARNING / REPRIMAND / RECOMMENDATION RECORD (2 PAGES)

NOTICE OF DISCIPLINARY ACTION
(DRUG OR ALCOHOL OFFENSE) (5 PAGES)

APPENDIX "E" PAY RATE RANGE (5 PAGES)

ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Ashland, hereinafter referred to as the "Employer" and Ohio Council 8, American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union."

ARTICLE 2 PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purpose, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours, terms and all conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Ashland; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all of any part of its work or facilities.

3.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 4 RECOGNITION

4.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all employees employed in the City of Ashland occupying the positions set forth below:

Included: All employees of the City of Ashland, including:
Engineering Division: Surveyor, Engineering Technicians, Engineering Aide, Building and Zoning Inspector Asst, Building and Zoning Secretary 1, Building and Zoning Aides, GIS SPECIALIST. **Street Division:** Automotive Mechanic 1, Automotive Mechanic 2, Welder/Body Repair Worker, Construction Maintenance Worker 1, Construction Maintenance Worker 2, Construction Maintenance Worker 3/Crew Leader, Equipment Operators 1, Equipment Operators 2, Traffic Technician 1, Traffic Technician 2, Traffic Technician 3, Street Maintenance Worker 1, Street Maintenance Worker 2. **Maintenance Division:** Maintenance Repair Worker I, Maintenance Repair Worker II, Maintenance Repair Worker III. **Sanitation Division:** Refuse Collectors 1, Refuse Collectors 2, Recycle Truck Driver 1, Recycle Truck Driver 2, Refuse Collectors 3/Crew Leaders (Drivers) **Sewer Division:** Utility Line Maintenance Workers I, Utility Line Maintenance Workers II, Utility Line Maintenance Worker III, Chief Utility Line Maintenance Worker. **Water Pollution & Water Treatment:** Maintenance & Operating Technicians, Lab Technicians, Electrician, Utility Operator 1, Utility Operator 2, Utility Operator 3. **Water Distribution:** Utility Service Worker, Utility Line Maintenance Workers I, Utility Line Maintenance Workers II, Utility Line Maintenance Worker III, Chief Utility Line Maintenance Worker, Meter Reader(s), Equipment Operator 1, Equipment Operator 2, Account Clerk 1, Account Clerk 2. **Park Division:** Maintenance Technicians 2, Maintenance Technicians 1, Arborist 1, Arborist 2. **Brookside Golf Course Division:** Grounds Maintenance Worker, Maintenance Technician 1, Maintenance Technician 2. **Building Maintenance:** Custodial Worker(s) 1, Custodial Worker(s) 2. **Justice Center:** Custodian Worker(s), Maintenance Crew Leader. **Finance:** Accounting Specialist/Income Tax Specialist 1, 2, and 3, Payroll Specialist.

Excluded:
Council: Clerk to City Council. **Building and Zoning:** Building and Zoning Standards Specialist 2. **Engineering:** Assistant to the City Engineer, City Engineer, Secretary to the City Engineer. **Finance:** Administrative Assistant, Assistant Finance Director, Clerical Worker(s) as needed, Comptroller, Finance Clerk, **Fire:** Assistant Fire Chiefs, Chief of Fire, Fire Fighter Probationary, Firefighters, Firefighter/Paramedics, Fire Captains, Fire Safety Inspector, Part Paid Fire Fighters, Secretary to the Fire Chief. **Golf Course:** Assistant Pro Shop Manager, Golf Course Maintenance Supervisor, Golf Course Superintendent, Golf Pro Manager, Pro-Shop Assistants. **Human Resources:** Director of Human Resources & Safety, Human Resources Specialist(s) 1, Human Resources Specialist(s) 2. **Income Tax:** Clerical Worker(s) as needed, INCOME TAX SUPERVISOR, Income Tax Field Officer, **Law Director:** Assistant Law Director, Clerical Worker(s) as needed, to be appointed by the Law Director, Secretary to the Law Director, Special Counsel to the Law Director, Special Investigator(s). **Mayor:** Mayor's Administrative Assistant, Secretary to the Mayor, TRANSIT COORDINATOR.

Municipal Court: Acting Judges as needed, Bailiff/PT Probation Officer, CCA Probation Officer, CCA Administrative Assistant, Clerk of Courts, Deputy Bailiffs, Deputy Clerks, Head Probation Officer, Probation Officers, Referee, Security/Deputy Prob. Officer/Bailiff. **Park:** Arborist Supervisor, Assistant Swimming Pool Manager, Bandshell Coordinators, Bandshell Workers, Director of Parks and Recreation, Lifeguard Supervisor, Lifeguards, Mini Golf Course Workers, Park Maintenance Supervisor, Patron & Publicity Worker, Recreation Program Coordinator(s), Secretary to the Director of Parks & Recreation, Superintendent of Parks & Recreation, Swimming Pool Groundskeeper(s), Swimming Pool Manager, Tennis Court Aide(s), Tennis Instructor. **Police:** Chief of Police, Clerical Supervisor, Clerk/ Parking Enforcement Aid, Clerical Specialists, Part-time Police Officers, Police Captain, Police Lieutenants, Police Officers, Police Sergeants, School Crossing Guards, Secretary to the Police Chief. **Sanitation:** Sanitation Supervisor. **Sewer:** Sewer Utility Supervisor. **Street:** Director of Streets, Secretary to the Street Director, Street Maintenance Crew Leader, Vehicle Maintenance Foreman/System Coordinator. **Technical Services:** Assistant Systems Administrator, Systems Administrator. **Water Distribution:** Director of Water Distribution & Sanitation, Utility Account Supervisor, Utility Supervisor. **Water Pollution:** Asst. Chief IPP & Cross Conn. Control, Chief IPP & Cross Conn. Control, Wastewater Treatment Plant Superintendent, Water Pollution Lab Supervisor, Water Treatment/Water Pollution Maintenance Supervisor. **Water Treatment:** Director of Wt. Tr. & Waste Wt., Secretary to the Director of Water Treatment and Pollution, Water Tr. Plant Superintendent. **All Divisions:** Intermittent positions.

ARTICLE 5 NON-DISCRIMINATION

5.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, handicap, or politics.

5.02 The Employer and Union expressly agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to membership and non-membership.

ARTICLE 6 DUES DEDUCTION

6.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues, fees and assessments from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

6.02 The Employer shall provide the Union with an alphabetical list of the names and addresses of bargaining unit employees and designate those whose deductions have been made.

6.03 A check in the amount of the total dues, fees and assessments withheld from those employees authorizing a dues deduction shall be tendered to the Controller,

AFSCME/Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512 within thirty (30) days from the date of making said deductions.

6.04 All newly hired employees on or after January 2, 2007 will become a voluntary dues deduction member or shall be subject to an agency fee after sixty-one (61) days of employment in accordance with R.C. 4117.09 (C). All non-members, including current employees, shall be subject to this agency fee provision effective January 1, 2007.

6.05 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 7 NO-STRIKE

7.01 The union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

7.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

7.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain, and any and all remedies permissible by law.

7.04 The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

ARTICLE 8 UNION REPRESENTATION

8.01 Employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances under the Grievance and Arbitration Procedure of this Agreement, shall be known as stewards and each steward shall be

permitted an alternate steward who shall be recognized and be permitted to act as steward only when the regular steward is absent from work.

The Union shall designate the shift and area each steward shall be permitted to represent.

8.02 Stewards-Upon notification to and approval of the Supervisor, a steward shall be permitted to investigate and process grievances during working hours without loss of pay only if they can't be done after working hours. Approval shall not be unreasonably withheld.

8.03 Meeting with Council 8 Representatives-The Union president or his designee shall be permitted to meet with Council 8 representatives, concerning provisions of this Agreement, during working time without loss of pay. Notice and approval in advance of such meeting will be provided to the Mayor. Union shall not abuse the privilege. Approval shall not be unreasonably withheld.

8.04 Safety Committee-There shall be a Union Safety Official who shall be permitted to investigate safety matters that are brought to his attention during working hours without loss of pay, upon notice to and approval of his supervisor. Safety issues may be discussed as they arise, during Labor Management meetings. Approval shall not be unreasonably withheld.

ARTICLE 9 UNION ACTIVITY

9.01 Upon notification to the Mayor, accredited representatives of the Union shall have access to City facilities for the purpose of investigating grievances, meeting with Union representatives and/or City representatives, and employees concerning matters covered by terms of the Agreement.

ARTICLE 10 PAYMENT OF UNION NEGOTIATING COMMITTEE

10.01 Three members of the AFSCME Negotiating Committee shall be permitted reasonable time off, during working hours, without loss of pay, for the purpose of participating in collective bargaining with the City.

10.02 The Union shall notify the City, in writing, of the members of the AFSCME Negotiating Committee and the City shall notify the Union, in writing, of members of the City Negotiating Committee.

ARTICLE 11 LABOR MANAGEMENT COMMITTEE

11.01 A quarterly meeting may be held between the City, Local Union President and his/her Committee from the Union. Representative of Ohio Council 8 may also be in attendance. Such meeting may be requested by either the party and shall be scheduled at a mutually agreed upon time and place The purpose of the meeting shall be to discuss matters affecting bargaining unit employees, including grievances that may be pending at Step 3 of the Grievance Procedure. The Union shall submit an agenda of items to be discussed three (3) days prior to the meeting. The City shall give its

response to each item in writing to the Union within five (5) days subsequent to the meeting.

ARTICLE 12 WORK RULES

12.01 The City shall have the right to promulgate reasonable rules and regulations necessary for the orderly and efficient operation of the City. Such rules and regulations shall not conflict with the express terms of the Agreement.

12.02 Prior to the implementation of any new rule(s) or regulation(s) and/or change in the existing rule(s) and/or regulations(s), the City shall notify the Union of such rule(s) or regulation(s) and post a copy of the change 10 days prior.

12.03 The City agrees to post such rule(s) or regulations(s) in conspicuous places on bulletin boards throughout the City.

12.04 The Union retains the right to challenge such rule through the Grievance Procedure.

ARTICLE 13 JOB DESCRIPTIONS

13.01 Job descriptions of bargaining unit positions shall be those in effect at the beginning of this contract.

13.02 If substantial changes occur in the method of operations, duties, tools, or equipment of a job classification, the City shall notify the Union of its intent to establish such changes ten (10) days before it institutes such change, and the wage rate and changes therefore, shall be negotiated between the City and the Union. If the parties cannot agree upon a proper wage rate, the City may set up the wage rate and job description and the matter may be referred to Step 3 of the Grievance Procedure. Furthermore, the parties agree that the City shall provide the Union with a complete copy of all job descriptions within thirty (30) days of the execution of this Agreement and within thirty (30) days of any changes.

13.03 If the parties mutually agree to the wage rate and the job description or if the matter is referred to arbitration, such wage rate shall become a part of the Agreement.

13.04 In the event a new job classification is to be established, the City shall meet with the Union for the Purpose of negotiating a job description and wage rate.

ARTICLE 14 PERSONNEL RECORD

14.01 An employee shall have the right at reasonable times to inspect his personnel record upon prior notification to the Department of Human Resources. (The employee may inventory a list of documents he finds therein). This shall be done on employee's own time unless the Department of Human Resources cannot schedule employee on his own time.

14.02 Upon request and at a cost of $.10 per page, an employee will receive copies of materials placed in his personnel record file. Any material in the employee's personnel record which has not been seen by him, or a copy sent to him, will not be used against him. The signing of any materials to be placed into an employee's personnel record, will not indicate an agreement by the employee as to the contents of the material, but does acknowledge he has seen it.

14.03 An accredited "Union" representative of AFSCME shall have the right to inspection of an employee's personnel record subject to the notification as provided under Section 1, and execution of a waiver by the employee as to those confidential items contained therein.

ARTICLE 15 UNION BULLETIN BOARDS

15.01 The City shall provide bulletin boards throughout various departments of the City for use solely by the Union. Only Union officials shall have permission to use such bulletin boards. The bulletin boards shall be used for posting Union literature and Union information. No material of a derogatory, defamatory, or political nature (except Union political events) may be posted on such bulletin boards.

ARTICLE 16 PROBATIONARY PERIOD

16.01 The probationary period for all newly hired employees shall not exceed ninety (90) actual work days. The promotional probationary period shall not exceed sixty (60) actual work days. Any employee demoted to a lower classification shall also be required to serve a six (6) month probationary period. Newly hired employees shall have no seniority during probationary period, however, upon completion of the probationary period, seniority shall start from date of hire.

16.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees or to reduce promotional probationary employees to their previous rank and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

ARTICLE 17 NON-BARGAINING UNIT EMPLOYEES MOVING INTO BARGAINING UNIT COVERED CLASSIFICATIONS

17.01 With the exception to accretions of classifications to the bargaining unit, an employee(s) of the City who is employed outside the appropriate bargaining unit, who becomes employed in bargaining unit covered classifications, shall be considered as a new employee for purposes of seniority under provisions of this Agreement.

17.02 Such employee shall retain total City seniority only for purposes of retirement accrual, sick leave accrual, vacation accrual and longevity payments.

ARTICLE 18 SENIORITY

18.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until

he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

18.02 An employee's seniority shall be terminated when one or more of the following occur:

a) He resigns;

b) He is discharged for just cause;

c) He is laid-off for a period of time exceeding two (2) years;

d) He retires;

e) He fails to report for work for more than two (2) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority.

f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;

g) He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

18.03 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

18.04 The Employer shall provide a current seniority list by classification to the Union on a semi-annual basis.

ARTICLE 19 LAY-OFF AND RECALL

19.01 Where the Employer determines it necessary to reduce the size of its workforce, the Employer shall give written notice to the Union President or his designee no less than seven (7) days in advance of any such lay-off, indicating how many employees will be affected and what departments(s) are being reduced. Such reductions shall be made in accordance with the provisions hereinafter set forth.

19.02 Employees within affected job titles shall be laid off according to their relative departmental seniority with the least senior employee being laid off first, providing that all probationary and temporary employees within the affected job title(s) in the department are laid off first.

19.03 Employees who are laid off from one job title may only displace (bump) another employee with lesser seniority in a lower rated job title within the same department, except where such employee has had prior satisfactory employment in another department, he may bump into that department subject to the provisions of Section .07, below.

19.04 Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in a lower rated job title pursuant to the provisions of paragraph 19.03, above.

19.05 At the end of the bumping process, the employee who is bumped and unable to bump another employee pursuant to the above provisions, shall be laid off.

19.06 Employee(s) who are laid off, shall have the option of bumping another employee pursuant to the above provisions, or being directly laid off by the Employer. A more senior employee may voluntarily accept layoff.

19.07 In all cases where one employee is exercising his seniority to bump another employee, his right to bump into another department is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to bump.

19.08 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for two (2) years from the date of his lay-off.

19.09 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report for work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

19.10 Employee(s) scheduled for lay-off shall be given a minimum of seven (7) days advance notice of lay-off.

19.11 Each notice of lay-off shall contain the following information:

1) The reason for lay-off or displacement;
2) The date of lay-off or displacement becomes effective;
3) The employee's seniority date in the classification;
4) A statement advising the employee of the right to recall and Employment.

19.12 In the event an employee refused recall to the Division from which he was laid off, such employee shall lose recall rights for the original classification. If said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

19.13 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the City may grant a reasonable extension, not to exceed the thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above

(including extension), such employee shall be by-passed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

19.14 A laid off employee will be recalled to the first available job position that they may be qualified to perform in accordance with their seniority. For the purpose of recall, it shall be the employee's responsibility to have a current address on file with the City.

19.15 Recall lists shall be kept current by the City and posted on the bulletin boards agreed to by the Union. The Union president shall be furnished and/or forwarded a copy of all recall lists as they are made current by the City.

ARTICLE 20 VACANCIES AND JOB POSTINGS

20.01 When a job vacancy or vacancies occur within the bargaining unit and the Employer intends to fill the vacancy, the Employer will post an announcement of such vacancy or vacancies. Said postings shall remain posted for a period of five (5) working days. The announcement shall contain the job title of the vacancy, a brief job description and the rate of pay, and the date of the posting and bid deadline date.

20.02 Any bargaining unit employee who wishes to apply for the posted vacancy must submit his application in writing to the Director of Human Resources' office by the end of the posting period in order to be considered for the position. The written application form is attached hereto as Exhibit "B". Full time bargaining unit employees shall be given first preference of the posted job they may have bid on.

20.03 If more than one qualified employee applies for a vacancy, the vacancy shall be awarded to the employee who has the highest degree of qualifications, skill, experience and ability to perform the work in question, as determined at the sole discretion of the Employer.

20.04 The effective date of the position change shall be as soon as possible but no later than ninety (90) days after the selection has been made, and once the selection has been made, the Employer will notify all applicants.

20.05 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position from the bargaining unit for a six (6) month period of time, pending the Employer's determination to fill the vacancy on a permanent basis.

20.06 An employee who is awarded a new job title shall be required to satisfactorily complete a sixty (60) actual work day probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job. If, during the probationary period or at the end of the probationary period, it is determined, at the Employer's sole discretion, that the employee cannot satisfactorily perform the new job, he will be returned to his previously held position at this prior rate

of pay. The Employer's determination to return an employee to his former position shall not be grievable through the grievance procedure and shall not be appealable to any Civil Service Commission.

20.07 If no applications are received or if the Employer determines that none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

20.08 No employee shall be eligible to fill a vacancy or for promotion under these provisions who has not satisfactorily completed the required probationary period for his existing position.

ARTICLE 21 TEMPORARY TRANSFERS

21.01 The Employer expressly reserves the right to temporarily transfer employees to perform work in a different job classification, in accordance with Sections 21.02 and 21.03, below, wherein such transfers are intended to be of limited duration NOT TO EXCEED SIX (6) MONTHS.

21.02 An employee who is temporarily assigned to a job classification with a rate of pay lower than the rate of pay he is regularly paid, shall receive his regular rate of pay for all time worked in such position.

21.03 An employee who is temporarily assigned to work in a job classification having a rate of pay higher than such employee's regular job classification, shall receive $0.50 more per hour, to the extent that he works more than four (4) consecutive hours in such higher classification.

21.04 Normally, the most senior, qualified employee shall be first selected for temporary transfer.

ARTICLE 22 HOURS OF WORK

22.01 The normal workweek for all full-time, permanent employees, except as provided herein, shall be forty (40) hours worked in five (5) eight (8) hour days, with two (2) consecutive days off. The Employer reserves the right, at its own discretion, to implement a four day (4 ten (10) hour days) workweek where practical. Days off, under the four (4) day workweek are at the discretion of management. Sanitation Division shall not be eligible for a four (4) day workweek.

22.02 Continuous Operations. The work week for full-time, permanent employees engaged in continuous operations, defined as operations for which there is regularly scheduled employment, 24 hours a day, seven (7) days a week, shall be five (5) eight (8) hour days, with two (2) consecutive days off, unless the Union agrees otherwise.

22.03 Shift Time. The normal shift time and shift schedule in effect, excluding emergencies, shall not be changed unless a five (5) calendar day advance notice is given to the Union and the affected employee(s). Each employee shall be scheduled to

work a regular shift and each work shift shall have a regular starting and quitting time, unless provided elsewhere in this Article, or otherwise agreed to by the Union.

22.04 Meal Periods. Employees shall be permitted no less than thirty (30) minutes for a meal period. Meal periods shall be scheduled as close as possible to the middle of each shift. Employees who are requested, and do work two (2) hours beyond the employee's regular quitting time, shall be provided a fifteen (15) minute paid rest period. The employee(s) shall also be provided a thirty (30) minute paid meal period each four (4) hours thereafter while the employee continues to work.

22.05 Break Times. All full-time employees shall be granted one (1) fifteen (15) minute break period each one-half (1/2) shift, to be taken at the work site. The break period shall be scheduled by the Employer as close as possible to the middle of each one-half (1/2) shift.

22.06 Clean-up Time. Where necessary employees shall be granted not more than a fifteen (15) minute personal clean-up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision. The Employer shall make the required facilities available.

22.07 The workweek of less than 40 hours, where such has been considered full-time by the City, shall continue in effect in those departments and classifications where it is established.

22.08 This Article may be suspended at the Employer's discretion in the event a state of emergency is declared.

ARTICLE 23 CALL BACK PAY

23.01 When an employee is called into work at a time which does not abut or overlap his regular shift, he shall receive a minimum of two (2) hours pay, or work, at the appropriate rate.

ARTICLE 24 REPORT IN PAY

24.01 An employee who reports to work on a scheduled work day shall be provided a minimum of two (2) hours pay or actual hours worked, whichever is greater.

ARTICLE 25 OVERTIME COMPENSATION AND EQUALIZATION

25.01 If approved by the Department Head or immediate supervisor, all full-time employees shall receive, in addition to their base pay, overtime compensation for hours actually worked in excess of regularly scheduled hours in each workweek. Compensation for overtime hours, in addition to base pay, shall be at the rate of fifty percent (50%) of base pay. Holidays and vacations, funeral leave and comp time shall be construed as hours actually worked.

25.02 Full-time employees may receive, in lieu of said overtime, time off with pay at the rate of specified above; provided, however, that any such time off with pay be

scheduled subject to the approval of the Division and Department Heads to which such employee is assigned and further subject to the following conditions:

1. Such compensatory time shall be given in lieu of pay, and any such overtime on any day shall be compensated for either as pay or as compensatory time but not as a combination thereof; provided however, overtime to be calculated as compensatory time on any day shall be for a minimum of one hour.

2. Compensatory time, which is unscheduled as time off, may be accrued by an employee up to an amount not to exceed forty (40) hours at any one time. Any overtime hours worked which would result in an excess of forty (40) hours unscheduled compensatory time shall be paid on the pay date for the pay period in which the hours were worked and consistent with paragraph (1) above.

3. Compensatory time may be taken as time off, upon approval, or scheduled off provided no more than seventy-two (72) hours for all full-time employees. Employees may carry over no more than forty (40) hours at the end of the calendar year. Hours that has not been scheduled for use by the last pay period in November will be paid out in the first pay period in December.

25.03 For purposes of this Article, "regular shift" shall mean the eight (8) hour work day to which the employee is regularly scheduled to work, "full shift" shall mean eight (8) consecutive hours of duty, and "continuous time" shall begin when the employee starts to work and shall not be deemed interrupted by a lunch period or a mandatory rest period.

25.04 Employees who continue on duty beyond the regular shift or who have been scheduled and accepted duties at times other than their regular shift shall be compensated at the rate set forth in Section 25.01 for all time during which the employee is performing the assigned duties.

25.05 Opportunity to work overtime is the sole discretion of the Employer shall be distributed as equally as practical among employees in the same position classifications with a division, starting with the standby personnel and then the employee with the least number of hours in the position classification, provided the employee is qualified to perform the specific work required. A list of overtime hours worked and/or declined shall be kept beginning with the Monday immediately following the execution of this Agreement and such a list shall be reset once again on January 1 of each year beginning with standby personnel and then employees with the least number of hours in the position classification.

The standby personnel for Streets, Water Distribution, Water Treatment Plant (Maintenance personnel only), Waste Water Plant (Maintenance personnel only), and Sewer shall consist of not less than one (1) person on a weekly ~~or biweekly~~ rotating basis.

Overtime for employees assigned to standby shall be mandatory. In the event an employee assigned to standby fails to report for a call out or is unable to be contacted, said employee will be charged with two (2) times the number of call out hours available, on the call out list.

25.06 An up-to-date record showing overtime hours worked and/or declined shall be posted on the first workday of each week in a prominent place accessible to each employee. The employee with the least number of overtime hours in that position classification within a division in conformance with Sections .04 and.05 shall be called first; provided however, if two (2) employees have an equal number of overtime hours recorded, the employee with the most seniority in that position classification shall be called first.

25.07 Any personnel initially hired within a calendar year shall be listed on the overtime call out list with the number of hours equal to the highest number of hours for any employee in that position classification within the division.

25.08 Where overtime is required on specific work projects, the employee or employees involved on such specific work projects that day will be considered first for the overtime assignment; and further, where special skills are required, employees possessing such skills will be assigned to the overtime work involved.

25.09 When it is necessary to go outside of a division to obtain the number of employees needed for overtime, the supervisor shall go to the overtime call out lists for the other divisions and shall first call the employee on standby, if any, who has the fewest overtime hours and then the employee on standby, if any, with the next fewest hours, provided such employees are of the position classification needed to perform the specific work required. If additional employees are still required, the division supervisory personnel requesting the call out shall call the employees within the position classification needed on the basis of the fewest hours of overtime regardless of the division to which the employee is normally assigned.

25.10 When there is a continuation of overtime, the employee or employees working on the assignment who accepted overtime before the start of the normal shift will be considered first to stay for any subsequent overtime to complete the assignment.

25.11 In the event that an insufficient number of employees accept overtime, beginning with the least senior employee and continuing thereafter by inverse seniority in the position classification, that employee shall be assigned the available overtime.

25.12 Due to the emergency nature of call outs, an employee who accepts a call out must report to the assigned work place of the division within thirty (30) minutes of being called to be eligible to receive any overtime compensation. Failure to report within this time limit will result in the next eligible employee on the overtime list being called out

and the tardy employee being charged as having declined the overtime, sent home, and may be subject to disciplinary action.

25.13 Where overtime is the continuation of the employee's regular shift, such employee shall be permitted a fifteen (15) minute break after the completion of two (2) hours beyond the regular shift. In addition, all employees when working overtime shall be permitted an additional one-half (1/2) hour break after the completion of each four (4) hours of work without a break.

25.14 Overtime distribution for clerical employees shall follow the above procedure except that references to standby shall not apply.

25.15 No employee shall be eligible to work more than sixteen (16) consecutive hours. Consecutive hours shall not be deemed interrupted by a lunch period or break. Upon completion of sixteen (16) consecutive hours of work, an employee shall become ineligible for any additional hours until the completion of a mandatory eight (8) hour rest period.

Upon completion of the mandatory eight (8) hour rest period, the employee shall report back to his regularly scheduled shift, or may elect to return for additional overtime duty as appropriate. If, pursuant to this article, an employee is not eligible to start or complete his regularly scheduled shift, such employee will be paid straight time for those hours of the regularly scheduled shift for which the employee is ineligible.

25.16 The Employer shall not be required to call employees on sick leave, funeral leave, vacation or injury leave until after that employee reports for the next regularly scheduled shift. Employees on all other approved leaves, while in pay status, shall be eligible for overtime.
In the event the Employer inadvertently contacts an employee of another Division who was on sick, funeral, vacation or injury, and such employee accepts the overtime, the Employer shall not be charged with having violated this Section.

25.17 All overtime actually worked on the sixth consecutive day shall actually be at the rate of time and one-half and all overtime actually worked in on the seventh consecutive day shall be at the rate of double time, provided the employee has worked two (2) or more hours through the 6th day and more than two (2) hours the 7th day except when employee has been previously scheduled to do testing, sampling or similar activities. On call employees are not included in this provision unless additional employees are called in to work. OVERTIME WORKED MORE THAN TWO HOURS ON THE SIXTH CONSECUTIVE DAY MAY BE TAKEN IN PAY OR CONVERTED TO COMPENSATORY TIME. OVERTIME WORKED ON THE SEVENTH CONSECUTIVE DAY SHALL BE PAID.

25.18 Employees assigned to a call out crew shall be paid a weekly stipend of $75.00 (seventy-five dollars)

ARTICLE 26 HOLIDAYS

26.01 All full-time employees, who have been employed for a period of not less than thirty (30) days shall be entitled to the following paid holidays, per calendar year:

New Year's Day	President's Day
Martin Luther King Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
	2 Personal Days

26.01 If an employee is required to work on one of the above scheduled holidays, he shall receive his holiday pay (8 regular hours) plus either straight time or time and one-half, as appropriate, for the time actually worked except for Christmas Day where the employee shall be paid double-time after four hours of work in addition to the eight (8) hours. PERSONAL DAYS MAY BE USED IN FIFTEEN (15) MINUTE INCREMENTS.

26.03 Holidays shall not be carried over into the succeeding year.

26.04 To be eligible for holiday pay the employee must work their scheduled day preceding the holiday, except if excused due to funeral leave or sick leave with appropriate documentation and/or on vacation scheduled prior to the holiday.

26.05 Holidays may be traded upon mutual agreement between the parties within the division.

ARTICLE 27 VACATIONS

27.01 Each full-time employee, upon completion of the appropriate amount of continuous full-time service, with the Employer, shall be entitled to a paid vacation in accordance with the following schedule:

27.02

Upon Completion of	**Number of Weeks**
After one (1) year	Two (2)
After seven (7) years	Three (3)
After fourteen (14) years	Four (4)
After twenty (20) years	Five (5)
After twenty-six (26) years	Five (5) weeks and one day
After twenty-seven (27) years	Five (5) weeks and two days
After twenty-eight (28) years	Five (5) weeks and three days
After twenty-nine (29) years	Five (5) weeks and four days
After thirty (30) years	Five (5) weeks and five days

27.03 Earned vacation shall accrue on January 1st of each year in accordance with the above schedule, providing the employee is employed by the Employer at that time. Vacation accrued shall be a pro rata amount based upon the number of hours actually worked, and date hired.

27.04 Vacation time, not to exceed one (1) week, may be carried over from one year to another only with the express written authorization of the Department Head, and the Mayor. Any vacation time that is unused within the year granted, unless canceled by the Employer due to staffing needs, shall be forfeited unless deemed otherwise by the Department Head and the Mayor.

27.05 Vacation time may be taken in minimum segments of ~~one (1) hour~~ FIFTEEN (15) MINUTE INCREMENTS upon the express written approval of the Department Head and the Mayor.

27.06 Prior service with the County or any political subdivision of the State or service with the City of Ashland pursuant to CETA, JTPA or the like shall not be used in determining service credit for purposes of vacation accumulation.

27.07 A bargaining unit employee who retires or voluntarily leaves employment shall be paid at their current rate of pay for any earned but unused vacation leave, at the time of leaving the employ of the City. In the case of a resignation, an employee must give two (2) weeks written notice to his Department Head in order to be eligible for payment of accrued, unused vacation.

27.08 For purposes of this Article, a "week" for full-time employees of the Sanitation Division shall be consistent with the days and hours of the regularly scheduled work week.

ARTICLE 28 SICK LEAVE

28.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

28.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours service and may accumulate such sick leave to an unlimited amount.

28.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent, except those employees on afternoon or evening shifts which require three (3) hours notice. Sick leave may be used in segments of not less than fifteen (15) minutes.

28.04 When sick leave abuse may be indicated, before an absence may be charged against accumulated sick leave, the City may require proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the City and paid by the Employer. In any event, an employee absent for

more than two (2) working days shall supply a physician's report to be eligible for paid sick leave, if requested by the City.

28.05 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the City finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

28.06 Sick leave for more than ten (10) separate occurrences in any calendar year may be considered cause for review. A separate occurrence is the period of time between the time the employee initially reports an illness and misses time until the employee returns to work. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Abuse may include, but is not limited to:

1. Consistent usage of sick leave and/or leave without pay in conjunction with scheduled time off of any type;

2. Consistent usage of sick leave, in one day increments or less, as it is earned, resulting in an extremely low balance of sick leave as compared to time in service;

3. Consistent usage of sick leave for non-specific illness.

Employees will be notified of potential attendance problems under this article in December of each year. This initial notification will not count as a disciplinary action. Disciplinary action will be taken if there is an abuse of sick leave and/or leave without pay. Progressive discipline for reasons of sick leave /absence will follow the City of Ashland Standards of Conduct Attendance Standards, Section 1.2

28.07 The City may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

28.08 When the use of sick leave is due to illness or injury in the immediate family "immediate family" shall be defined to only include the employee's spouse, children, and step-children residing with the employee; or non-residential children for whom the employee must assume immediate and/or temporary primary care. (Children are defined as under eighteen (18) years of age.); or parents in emergency situations.
When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, step-child, brother, sister, parent-in-law and grandparents, grandparents-in-law, grandchild, step-

grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal guardian or other person who stands in place of parent (in loco parentis) of the employee.

28.09 Upon the retirement of an employee who has not less than ten (10) years continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Public Employee Retirement System, such employee be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-four (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed five hundred twenty (520) hours.

28.10 Any employee who works a fixed six (6) month calendar-year period (January 1 – June 30; July 1 – December 31) without any use of sick leave time, having an unexcused absence, tardiness of more than five (5) minutes, disciplinary suspension or more than one (1) week of injury leave, shall be awarded one (1) day of leave to be used in the following ~~six month~~ TWELVE (12) MONTH period. THIS TIME OFF MAY BE USED IN FIFTEEN (15) MINUTE INCREMENTS.

28.11 In the case in which both parents are employed by the City of Ashland, only one parent may be granted sick leave to care for a child at home on the same day.

28.12 Notwithstanding any other provision of this Agreement, Civil Service Rules or Regulations or Ordinances, any employee hired by the Employer after January 1, 1988, who has previous full-time employment from being employed by the Employer by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall not be granted any credit towards sick leave accumulation with the Employer.

ARTICLE 29 MISCELLANEOUS

29.01 The parties agree to be bound by the provisions of the **Family and Medical Leave Act** of 1993, as set forth in the Employee Handbook.

29.02 The parties agree to be bound by the provisions of the **Transitional Work Program** as set forth in the Employee Handbook.

29.03 The parties agree to be bound by the provisions of the **Drug, Alcohol and Conduct Policies** as set forth in the Employee Handbook.

29.04 The parties agree to be bound by the provisions of the **Employee Assistance Program** as set forth in the Employee Handbook.

29.05 The parties agree to be bound by the provisions of the **Standards of Conduct** set forth in the Employee Handbook.

29.06 THE PARTIES AGREE TO BE BOUND BY THE MEMORANDUM OF AGREEMENT SIGNED OCTOBER 21, 2014 REGARDING SCHEDULING TIME OFF

INCLUDED HEREIN. THE EMPLOYER AND UNION WISH TO CLARIFY WHICH EMPLOYEES HAVE THE AUTHORITY TO APPROVE TIME OFF AND THE AUTHORITY TO PERMIT AN EMPLOYEE TO LEAVE THE JOB OR WORKSITE EARLY.

1. TIME OFF, IN THIS MATTER, IS DEFINED AS VACATION, PERSONAL DAY, PERFECT ATTENDANCE, COMPENSATORY TIME, SICK LEAVE, FUNERAL LEAVE, INJURY LEAVE OR HOLIDAYS.

2. LEAVING THE JOB OR WORKSITE EARLY, IN THIS MATTER, IS DEFINED AS THE EMPLOYEE REQUESTING TO LEAVE THE JOB OR WORKSITE BEFORE THE WORK IS COMPLETED AND/OR THE SCHEDULED ENDING TIME. (REQUESTING TO LEAVE AT 5PM FROM A WATER MAIN BREAK THAT IS ANTICIPATED TO TAKE UNTIL 7PM TO COMPLETE).

3. IT IS UNDERSTOOD THAT EMPLOYEES THAT ARE ASSIGNED DURING REGULAR WORKING HOURS ON A JOB THAT LASTS LONGER THAN THEIR REGULAR SHIFT ASSIGNMENT WILL HAVE THE FIRST RIGHT OF REFUSAL IF OVERTIME IS REQUIRED TO FINISH THE JOB.

4. SUPERVISORY EMPLOYEES ARE DESIGNATED BY THE EMPLOYER AS SUPERVISORS. IN THIS MATTER, CREW LEADERS ARE NOT CONSIDERED SUPERVISORY EMPLOYEES.

5. THE EMPLOYEE SHALL SUBMIT ANY REQUEST FOR TIME OFF OR TO LEAVE THE JOB OR WORKSITE EARLY TO THE SUPERVISOR IN WRITING FOLLOWING THE COLLECTIVE BARGAINING AGREEMENT AND EMPLOYEE HANDBOOK POLICIES.

6. THE EMPLOYER EXPECTS EMPLOYEES TO WORK AS SCHEDULED AFTER REGULAR WORK HOURS, WEEKENDS AND HOLIDAYS. THE WORK SCHEDULE IS TYPICALLY OVERTIME AND THE EMPLOYEE AGREES TO THE SCHEDULE.

7. THE SUPERVISOR SHALL APPROVE/DISPROVE THE REQUEST IN WRITING IN A TIMELY MANNER BY SIGNING THE EMPLOYEE'S WRITTEN REQUEST. IF THE REQUEST IS DENIED, THE SUPERVISOR SHALL PUT THE REASON IN WRITING.

8. THE EMPLOYER MAINTAINS THE RIGHT TO DETERMINE THE NUMBER OF EMPLOYEES NEEDED FOR THE JOB AND THE HOURS OF WORK IN ACCORDANCE WITH THE COLLECTIVE BARGAINING AGREEMENT AND EMPLOYEE HANDBOOK.

9. THE EMPLOYEE IS RESPONSIBLE FOR MAINTAINING THE WRITTEN

   REQUEST.

10. THE EMPLOYEE SHALL NOT LEAVE THE WORKSITE WITHOUT

    WRITTEN APPROVAL.

11. IN THE EVENT A SUPERVISOR IS NOT WORKING, THE ACTING SUPERVISOR MAY APPROVE/DISPROVE THE REQUEST. THE DIRECTOR SHALL DETERMINE THE EMPLOYEE WHO IS THE ACTING SUPERVISOR.

ARTICLE 30 INJURY LEAVE

30.01 When an employee suffers a compensable work related injury or occupational illness; he/she may elect to receive Injury Leave per the City's Wage Continuation Policy in lieu of Ohio Bureau of Workers' Compensation reimbursement. Wage continuation will begin with the first day of compensable injury. The payment of medical benefits will continue to be the responsibility of the Ohio Bureau of Workers' compensation. Employees who elect to receive injury leave will receive benefits such as rehabilitation services and job accommodation through OBWC, if eligible. (See Wage Continuation Policy in Employee Handbook)

30.02 If at the end of this ninety (90) day period the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day periods, or parts thereof.

30.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

30.04 Absences covered under this Article shall not effect the employee's eligibility for sick leave bonuses, except as set forth herein.

ARTICLE 31 FUNERAL LEAVE

31.01 An employee shall be granted time off with pay for the purpose of preparing for or attending a funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of three (3) working days for each death in his immediate family. For the purpose of this Article "immediate" shall be defined as to only include the employee's parents, spouse, child, step child, brother, sister, parents-in-law, grandparents, grandparents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal guardian or other person who stands in place of parent (in loco parentis) of the employee. Employees shall be granted a maximum of one (1) day with pay to attend the funeral of an aunt, uncle, niece or nephew.

ARTICLE 32 JURY DUTY

32.01 Any employee required to be available for jury selection or service or employee who is subpoenaed as a disinterested witness (no character witness, financial or other interest in outcome of trial) for a criminal or civil trial shall suffer no loss in pay, providing any fees or payments received by the employee are surrendered to the Employer.

ARTICLE 33 WAGES

33.01 THE PARTIES AGREE TO A $0.45 PER HOUR INCREASE IN BASE WAGES EFFECTIVE THE FIRST FULL PAY PERIOD IN JUNE, 2016, 2017 AND 2018 FOR ALL BARGAINING UNIT EMPLOYEES.

~~33.01 Effective the first full pay period in June, 2013, all bargaining unit employees shall receive a 1% wage increase. Effective the first full pay period in January, 2014 all bargaining unit employees shall receive a 1% wage increase. Effective the first full pay period in June, 2014 all bargaining unit employees shall receive a 1% wage increase. Effective the first full pay period in January, 2015 all bargaining unit employee shall receive a 1% wage increase. Effective the first full pay period in June, 2015, all bargaining unit employees shall receive a 1% wage increase. Effective the first full pay period in January, 2016 all bargaining unit employees shall receive a 1% wage increase.~~

33.02 Employees regularly assigned as plant maintenance or operators at the Water Treatment and Waste Water Plants (hereinafter "Maintenance or Plant Operators" shall receive the following additional amounts in addition to their base rate:

Optional License Employees	$0.50 per hour
Class 1 Employees	$1.20 per hour
Class 2 Employees	$1.44 per hour
Class 3 Employees	$2.12 per hour
Class 4 Employees	$2.20 per hour

The above license pay is non-cumulative and the employee shall receive one amount for only the highest license obtained.

33.03 Maintenance or Plant Operators of the Water Treatment and Waste Water Plants employed three (3) years or longer as of 1-1-2007 who do not hold license shall not be required to attain licenses, but shall be reimbursed at the appropriate rate when they attain a Class 1 license. In the event these grandfathered Maintenance or Plant Operators voluntarily elect to obtain a Class 1 license, they shall be required to obtain a Class 2 license within four (4) years as required by the mandatory licensing requirements contained in this Article.

33.04 Maintenance or Plant Operators of the Water Treatment and Waste Water Plants employed any length of time that currently hold a Class 1 license shall be required to attain a Class 2 license within four (4) years from 1-1-07 and a Class 3 license within five (5) years following the Class 2. Within eight (8) years from 1-1-07, the Maintenance or Plant Operators who currently hold a Class 1 license must have attained a Class 3 license.

33.05 Maintenance or Plant Operators of the Water Treatment and Waste Water Plants employed any length of time that currently hold a Class 2 license shall be required to attain a Class 3 license within five (5) years. Within five (5) years from 1-1-07, the employee who currently holds a Class 2 license must have attained a Class 3 license.

33.06 Maintenance or Plant Operators of the Water Treatment and Waste Water Plants employed less than three (3) years from 1-1-07 that currently hold no license shall be required to attain a Class 1 license within four (4) years from 1-1-07; a Class 2 license within seven (7) years from 1-1-07; and a Class 3 license within eleven (11) years from 1-1-07.

33.07 Newly hired Maintenance or Plant Operators of the Water Treatment and Waste Water Plants that hold no license shall be required to attain a Class 1 license within four (4) years from their date of hire; a Class 2 license within seven (7) years from their date of hire; and a Class 3 license within eleven (11) years from their date of hire.

33.08 The following Certification Stipends shall apply to those personnel only in Sewer and Water Distribution, excluding temporary labor (hereinafter "Field Operators S/WD"):

- Those personnel who hold a Class 1 as their highest Operator's Certificate - $0.~~25~~ .28 per hour

- Those personnel who hold a Class 2 as their highest Operator's Certificate - $0.~~60~~ .66 per hour

Field Operators S/WD may have dual Operator's Certificates in Water Distribution and Sewer and shall be compensated for up to two certificates in different fields. No employee shall receive more than $~~1.20~~ 1.32 per hour in stipends for dual certificates as Class 2.

Those personnel as contained in this Section who hold an Ohio Laboratory Certification shall receive a $0.~~25~~ .28 per hour stipend in addition to their hourly rate.

EXAMPLES:

- Employee has Water and Wastewater (Sewer) certification as Class 1 in both = $0.~~50~~56 in stipends
- Employee has Water and Wastewater (Sewer) certification as Class 2 in both = $1.~~20~~32 in stipends
- Employee has Water certification (Class 2) and Wastewater (Sewer) (Class 1) = $0.~~85~~94 per hour

33.09 Paychecks will be made available by direct deposit except when a special exception has been approved by the Appointing Authority.

33.10 ~~The Employer agrees to pay the following share of all bargaining unit employees, except Finance Division employees, required PERS contributions during the term of this Agreement:~~

~~2010- 2012 10% employee required PERS share~~

~~For all employees of the bargaining unit, excluding Finance Division employees, such employees wage increases shall be reduced by one-half percent (0.5%) in 2011 and 2012 or in an agreed upon combination so that future wage increases are reduced by one percent (1%) during the 2011-2012 time period, (due to advanced Employer PERS contribution pick-up in first year of the Agreement).~~

~~For Finance Division bargaining unit employees only, the Employer shall pay 1.5% of the employee required PERS share.~~

NEWLY HIRED EMPLOYEES, MAY, BASED UPON KNOWLEDGE, SKILL, ABILITIES AND EXPERIENCE BE PLACED AT A HIGHER RATE OR STEP. IN THE EVENT A CURRENT EMPLOYEE IN THAT CLASSIFICATION IS AT A LOWER RATE OR STEP, HE/SHE WILL BE ADVANCED TO THE SAME RATE OR STEP AS THE NEWLY HIRED EMPLOYEE AND THAT RATE WILL BECOME THE NEW STARTING RATE OR STEP 1. THIS PROVISION IS NOT APPLICABLE TO CURRENT EMPLOYEES WHO BID ON JOB POSTINGS AND RECEIVE SUCH POSITION OPENING WHERE THE EMPLOYEE MAY BE PLACED AT A RATE GREATER THAN THE START RATE OF STEP 1 (AND WHETHER OR NOT THE CURRENT EMPLOYEE'S RATE INCREASE OR DECREASES FROM HIS/HER PRIOR POSITION).

~~33.11 Effective the first full pay period in January, 2014, the Employer will increase the wage rate by 3.333% in addition to any negotiated cost of living increase and will only pick up 6.666% of employees, required PERS contributions.~~

~~Finance Division employees effective the first full pay period in January, 2014, the Employer will increase the wage rate by 1.5% in addition to any negotiated cost of living increase and will cease to pick up any share of Finance Division employees, required PERS contributions.~~

~~Effective the first full pay period in January, 2015, the Employer will increase the wage rate by 3.333% in addition to any negotiated cost of living increase and will only pick up 3.333% of employee, required PERS contributions, excluding Finance Division employees.~~

~~Effective the first full pay period in January, 2016, the Employer will increase the wage rate 3.333% in addition to any negotiated cost of living increase and will case to pick employees, required PERS contributions, excluding Finance Division employees.~~

ARTICLE 34 INSURANCE

34.01 The Employer shall continue to pay its existing percentage contribution of the premiums for the hospitalization insurance. The Employer shall pay eighty (80%) percent of the premium. The Employer reserves the right to change insurers, or to modify the existing plan design by implementing co-pays and/or modifications of deductibles. Eligible employees will retain health care coverage.

NOTE: the current plan (2013) will be used as the baseline plan.

34.02 The City shall continue the current Life Insurance Coverage in effect without cost to the employee.

ARTICLE 35 DRUG AND ALCOHOL NOTICE OF DISCIPLINE

35.01 The parties agree to the Notice of Disciplinary Action For Drugs and/or Alcohol hereby attached to this Collective Bargaining Agreement as Addendum "D".

ARTICLE 36 EMPLOYEE ASSISTANCE PROGRAM (EAP) FOR DRUG OR ALCOHOL REHABILITATION

36.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical.

36.02 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise.

ARTICLE 37 INCLEMENT WEATHER

37.01 Employees whose normal work duties are assigned outside shall not be required to perform such duties if the outside temperature is ten (10) degrees below zero or lower as registered at the Police Department. Under such condition, employees shall be assigned work duties inside their Department. If no such work is available, the employee may be sent home with two (2) hours of pay.

37.02 Recognizing the health and well being of employees is of paramount importance, employer shall make good faith efforts to adjust work and break times in unusually severe weather.

ARTICLE 38 INCLEMENT WEATHER AND FOUL WORKING CONDITIONS GEAR

38.01 The City shall continue to provide employees who are required to work in foul weather necessary and adequate gear to work under such conditions, to the same extent as provided at the time of this Agreement and shall be utilized by the employee.

ARTICLE 39 TOOL ALLOWANCE

39.01 The City shall provide tools it deems necessary to perform work duties. Mechanics will receive ~~one dollar ($1.00)~~ FIVE DOLLARS ($5.00) PER PAY STARTING THE FIRST PAY PERIOD IN JUNE, 2016, TEN ($10.00) PER PAY STARTING THE FIRST PAY PERIOD IN JUNE, 2017 AND FIFTEEN ($15.00) PER PAY STARTING THE FIRST PAY PERIOD IN JUNE, 2018 as compensation for use of any personal tools. Any tools broken OR DAMAGED while working for the City SHALL BE REPLACED BY THE CITY.

ARTICLE 40 UNIFORMS

40.01 Employees who are required to wear uniforms shall be provided five (5) uniforms by the City. Employees shall be responsible for maintenance and laundry. The City shall replace, on an as-needed basis, by exchanging the worn or damaged uniform for a

new uniform. The City agrees to provide and pay for a laundry service for the classifications of Auto Mechanic 1 and 2, Refuse Collectors 1 and 2, Recycle Truck Drivers 1 and 2 and Refuse Collector 3/Crew Leaders except that any outer garments as determined by the Employer shall be laundered. Any newly provided clothing by the Employer will count as a portion of the initial uniform. Employees who are provided uniforms shall be required to wear the work uniform only at work for the City of Ashland or immediately to or from work. Any uniforms that are provided by the Employer through a rental uniform shall be credited and charged to the employee upon an employee separation from employment.

40.02 Employees may be reimbursed up to ~~$150.00~~ $200.00 per every two years for boot allowance (new or repair) upon submission of proper documentation. This will be available immediately upon employment to a full time position to only those employees needing boots. The Division Director may approve replacement of boots that have deteriorated due to known working conditions to which they are exposed. Any employee may petition the Division Director in writing, with the approval of his/her immediate supervisor, for the replacement of boots that are in poor repair and no longer provide required protection ~~regardless, of the two-year time frame. If an employee leaves within the first year, the allowance will be deducted from his final pay. If an employee leaves prior to completion of his second year, 50% of the allowance will be deducted from his final pay.~~

ARTICLE 41 MEDICAL TREATMENT/MEDICATION/ IMMUNIZATION

41.01 Bargaining unit employees shall be provided the medical treatment, medication and immunization program, for disease prevention as mandated by law, to the extent provided at the time of this Agreement, or as otherwise may be determined by the City.

ARTICLE 42 HEALTH AND SAFETY

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

ARTICLE 43 PAYROLL DEDUCTIONS

43.01 The City shall continue employee Credit Union and other deductions as is the current practice.

43.02 The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.) Deductions shall be submitted to the Union pursuant to the Authorization Card attached hereto as Exhibit "A", no later than the tenth (10th) day following deduction. The Union shall also be furnished an alphabetical listing showing the name and amount deducted of employees having

political deductions made at the time the contributions are submitted to the Union in accordance with Exhibit "A".

ARTICLE 44 EDUCATIONAL ASSISTANCE

44.01 Where the City directs or permits a full-time employee to attend job-related training, the City shall bear the costs of such where said employee successfully completes such training, if so required. If the employee fails to successfully complete such training, if required, the cost of such will be deducted from the employee's paycheck by automatic payroll deduction.

ARTICLE 45 PRINTING OF CONTRACTS

45.01 The City agrees to furnish contract booklets for each member of the bargaining unit.

ARTICLE 46 COMMERCIAL DRIVER'S LICENSE

46.01 Employees who are required by law or the City to obtain and maintain a Commercial Driver's License and other necessary endorsements will do so with the City paying only the cost of the difference between the cost of an Operator's license and a CDL. However, should an employee fail to obtain or maintain his Commercial Driver's License or other necessary endorsements as required, he will be demoted to the next lower class which does not require the employee to have a Commercial Driver's License or other necessary endorsement, if such a vacancy in such lower class exists.

46.02 If an employee, whose position description requires insurability and having a valid driver's license, becomes uninsurable or loses his driving privileges, he will be suspended without pay or benefits. If an AFSCME position, which does not require insurability or a valid driver's license, is open, (without bumping another employee) the employee will be allowed to fill that position. He will receive the appropriate pay for that position and will be treated as a transfer in regards to seniority and probation time. If no such opening is available, the employee will be given first opportunity to apply if such an opening does occur for a six-month period. If after six months no vacancy occurs, the employee's status will change from suspended to terminated unless he chooses to resign.

ARTICLE 47 DISCIPLINE

47.01 A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with Disciplinary Procedure herein contained.

47.02 Disciplinary action taken by the Employer shall only be for just cause.

47.03 Discipline shall normally be applied in a corrective progressive manner. However, should the severity of an employee's conduct or disciplinary record so warrant, an employee may be subject to suspension or discharge.

47.04 Any disciplinary action resulting in a suspension, demotion or discharge of a non-probationary employee may only be appealed and processed in accordance with the Disciplinary Procedure herein contained.

47.05 Any and all discipline shall cease to have effect after the below time frames:

Oral or written reprimands:	12 months
Up to three (3) day suspension:	24 months
Suspension over three (3) days or Demotion for disciplinary reasons:	36 months

ARTICLE 48 DISCIPLINARY PROCEDURE

48.01 This procedure shall only apply to all non-probationary employees covered by this Agreement. Discipline can include but is not limited to temporary reduction in pay or reduction in vacation balance.

48.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

48.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

48.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

48.05 Where the appointing authority seeks as a penalty the imposition of a suspension without a pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

48.06 Discipline shall not be implemented until either:

1. The matter is settled, or

2. The employee fails to file a grievance within the time frame provided by this procedure, or

3. The penalty is upheld at Step 4 of the grievance procedure.

48.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. The employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;

2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;

3. The employee is entitled to representation by a Union representative at every step of the proceeding.

48.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 12, until the matter is settled or a Step 4 determination has been reached.

48.09 The following administrative procedures shall apply to disciplinary actions:

A. The appointing authority, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.

B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

48.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

48.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union Representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

48.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

48.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE 49 GRIEVANCE PROCEDURE

49.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by the Union at all states of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

49.02 For the purpose of this procedure, the below listed terms are defined as follows:

A. Grievance-A "grievance" shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement.

B. Aggrieved party-The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.

C. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance that is not the aggrieved party.

D. Days-A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

49.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

A. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and the Union.

C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

D. The preparation of grievances shall be conducted during non-working hours.

E. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.

In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

F. The union shall have the right to be present at any step of this procedure, even though such presence is not requested by the employee.

G. This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.

H. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed with the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

I. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

49.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Department Head will hold an informal meeting with the employee, and his steward if the employee so requests, within five (5) days of the date of the notice by the employee. The Department Head and the employee, along with the employee's steward if the employee so requests, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the employee's Department Head within five (5) days of the informal meeting or notification of the Department Head's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Department Head fails to give the employee an answer.

Step 3: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, the Union, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the Union, with a copy to the employee within fifteen (15) days from the date of the meeting. If the Union is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 50 GRIEVANCE MEDIATION

50.01 Grievance mediation shall be established as an option, which is available to the parties after the final step of the internal grievance procedure.

50.02 All grievances, which have been appealed to arbitration, will be referred to mediation unless the parties mutually agree not to mediate a particular grievance. Arbitration scheduling will give priority to cases, which have been to mediation first.

50.03 The parties mutually agree to utilize State Employment Relations Board (SERB) mediators to serve as mediators for the purpose of grievance mediation unless otherwise mutually agreed.

50.04 The grievant or steward as designated by the Union shall have the right to be present at the mediation conference and each party may have no more than two (2) representatives as a participant in the mediation effort. Persons representing the parties shall be vested with full authority to resolve the issues being considered.

50.05 The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of the facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediator will be returned to the party at the conclusion of the mediation meeting.

50.06 Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance, which has been mediated, is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against in arbitration.

50.07 At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance, which is within the parameters of the collective bargaining agreement. If a settlement is reached a settlement agreement will be entered into at the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.

50.08 If a grievance remains unresolved at the end of the mediation session the mediator will provide an advisory as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.

50.09 If the parties do not accept the opinion of the mediator the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration contained in the parties' collective bargaining agreement shall commence on the day the advisory opinion is issued.

50.10 The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.

50.11 The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and parties. Fees and expenses for grievance mediation shall be shared equally by the parties.

50.12 The parties agree to schedule a day of orientation and training to be attended by those who will be participating in the mediation proceedings on behalf of the parties.

ARTICLE 51 ARBITRATION PROCEDURE

51.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately (Union striking first) until one name remains who shall be designated the arbitrator to hear the grievance in question.

51.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

51.03 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

51.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

51.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the losing party. Neither party shall be responsible for any of the expenses incurred by the other party.

51.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

51.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) James Mancini, Esq.; 2) Dennis Minni, Esq.: 3) Nels Nelson and 4) Robert Stein and 5) David Pincus.

51.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE 52 CONTRACT OUT/SUBCONTRACTING

52.01 The Employer reserves the right to contract or subcontract out work which, in the Employer's sole discretion, continued performance of by bargaining unit members is impractical. Such subcontracting shall not be done for the sole purpose of eroding the bargaining unit.

52.02 The Employer agrees to notify the Union in the event this Article is utilized, and shall meet and confer upon written request of the Union, allowing the Union to present a proposal where cost is no greater than the proposed subcontracting.

ARTICLE 53 CONFORMITY TO LAW

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

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

53.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE 54 TOTAL AGREEMENT

54.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE 55 OBLIGATION TO NEGOTIATE

55.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from

the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

55.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

55.03 Only upon mutual agreement of the parties may any provision of this Agreement be re-negotiated during its term.

ARTICLE 56 GENDER AND PLURAL

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

ARTICLE 57 HEADINGS

57.01 It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 58 LEGISLATIVE APPROVAL

58.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 59 DURATION

59.01 THIS AGREEMENT SHALL BE IN EFFECT FOR THREE YEARS STARTING JUNE 01, 2016 AND ENDING MAY 31, 2019. ~~This Agreement shall become effective at 12.01 a.m. on the day of its execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, May 31, 2016.~~

~~59.02 The parties agree to extend the current Collective Bargaining Agreement effective January 1, 2010 through December 31, 2012 until May 31, 2013. For this consideration, all employees will receive a 1% lump sum payment for all regular hours from January 1, 2013 through May 31, 2013.~~

~~59.03 This Agreement shall become effective at 12:01 a.m. on June 1, 2013 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, May 31, 2016.~~

ARTICLE 60 EXECUTION

60.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 29 day of July, 2016.

FOR THE UNION:
American Federation of State, County and Municipal Employees

Todd Snyder

Michelle Peterman

Michael DeLuke, Staff Representative, Ohio Council 8

FOR THE EMPLOYER:
City of Ashland, Ohio

Glen P. Stewart Mayor

APPENDIX "A"

NOTICE OF BUMPING

CITY OF ASHLAND:

Employee Name:_____

Employee Classification: _____

Department: _____

I hereby give notice of bumping and wish to exercise my "bumping" rights in accordance with Article _____ of the Collective Bargaining Agreement in order to bump into _____ classification. **I understand that this notice must be given within five (5) days of my receipt of my layoff notice.**

_____ _____

Employee's Signature **Date Submitted**

Received by: _____

APPENDIX "B"

APPLICATION FOR VACANCY

CITY OF ASHLAND

I wish to apply for the vacancy of _____.

My present classification is: _____.

_____ _____

Applicant's Signature Date of Application

Received by: _____

Date received: _____

APPENDIX "C"

NOTICE OF PROBABLE DISCIPLINARY ACTION AND EMPLOYEE RIGHTS

STEP 1

To: _____

From: _____

Re: _____

Subject: Reported or observed incident, which may result in disciplinary action.

You are hereby notified that your Division Director proposes to take disciplinary action against you. A meeting is set for:

Date: _____

Time: _____

Place: _____

The work policy and/or code of conduct you allegedly failed to observe will be discussed.

You have the right to bring a union representative with you if you so choose. A Notice of Discipline may be served as a result of this meeting.

_____
Division Director

_____
Date

Attention Division Director: Please place this form in a sealed envelope and deliver it to the intended employee. Strict confidentiality is required in the handling of this communication.

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. **PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.**

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within five (5) working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) working days of receipt of the proposed discipline with your Appointing Authority.

3. If you file your objections, the Appointing Authority will hold a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.

5. You will have ten (10) working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Arbitration Procedure.

6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall the paid by the party requesting the copy of the transcript.

7. The cost of the arbitrator will be paid by the losing party.

APPENDIX "D"

(Step II)

Contents:

1. **Employee Warning/Reprimand/Recommendation Record: (2 pages)**

-OR-

2. **Notice of Disciplinary Action (Drug or Alcohol Offense):**

- **Drugs (Use Drug pages 1, 2 and Final Page)**
- **Alcohol (Use Alcohol pages 1, 2 and Final Page)**

City of Ashland
Employee Warning/Reprimand/Recommendation Record

Date issued: _____ Employee's Name: _____

Notice to the member: The form of disciplinary action listed below is being taken at this time because your conduct/performance is unsatisfactory and warrants advanced discipline. Failure to correct future conduct/performance of a similar nature may result in termination.

Notice of Disciplinary Action

In compliance with the City and/or Division progressive disciplinary policies, this action should be considered a: (check one)

- ☐ Written warning/ Documented Verbal
- ☐ Written reprimand/ Written warning
- ☐ Recommendation for further Discipline
- ☐ Suspension
- ☐ Termination

Nature of the violation

Date of violation: _____ Time of violation: _____

Division incident # (or NA) _____

Place violation occurred: _____

Division internal number (if related): _____

Standard(s) of conduct and/or Policy and Procedure violated:

Specifics of violation (narrative)

Action to be taken/recommended

Date Discipline was issued	Supervisor, Division Director or Appointing Authority

Agreement

Employee's remarks concerning the warning/reprimand (check one)

☐ I agree with the warning/reprimand and action taken in this matter.

☐ I disagree with the warning/reprimand and action taken in this matter and present my version of the matter below.

Notice to the employee: The absence of any statement on the part of the Employee indicates his/her agreement with the report as stated.

Date	Employee Signature
(Initial) Decline union representation	Union Representative Signature

Approval:

Approved 7/2/2002 (Do not use this form for a Drug or Alcohol Offense)

Date Division Director or Appointing Authority

Copies: (check all applicable)

☐ Employee ☐ Supervisor ☐ Personnel file ☐ Division Director ☐ Mayor

APPENDIX "D"

NOTICE OF DISCIPLINARY ACTION FOR THE ABUSE OF DRUGS AND ALCOHOL

To:

From:

Date:

Subject: Violation of the City of Ashland's Drug and Alcohol Policy

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action again you:

DRUGS IN THE WORKPLACE OFFENSE

Option A

Discipline related to a positive drug test will be administered in the following manner:

1. Following a positive result on a Random or reasonable suspicion drug test the employee will be placed on suspension with pay.

- Immediately or at a scheduled time, the employee will report to the Director of Human Resources who will provide the necessary information about counseling appointments and drug screens that must be scheduled and/or completed prior to return to work. All "follow-up" testing will be the financial responsibility of the employee.
- At a scheduled time, the employee will report to the division director for the first level of discipline which shall be not less than ten 10 days suspension without pay and has been determined to be _____ days.
- During the last five days of suspension without pay, the employee shall report to a designated site for drug screening. If the employee tests positive, he/she shall return to modified work on the first day after the suspension until such time as the employee tests negative or up to thirty-two (32) days.
- At the time the employee tests negative, he/she shall be assigned to regular duty and subject to random drug screens as described herein for a period of up to three (3) years.

2. If at the end of thirty-two (32) days, the employee tests positive, the employee may be terminated "for cause."
3. The city reserves the right to require a fitness for duty test and will follow the guidelines as described on page ___ of this document.

Administration of Follow-up Random Testing:

First Year:

During the first (1st) year, which will be calculated to run from the date of the first negative test following suspension for cause, the employee will be responsible for paying for the first twelve (12) random drug screens. These will be charged at not more than one (1) per month. The City has the right to administer any number of drug screens per month and will be responsible for the cost of such testing from the thirteenth (13th) test on.

Second Year:

During the second (2nd) year, the employee will be responsible for paying for the first six (6) random drug screens. These will be charged at not more than one (1) per month. The City has the right to administer any number of drug screens per month and will be responsible for the cost of such testing from the seventh (7th) test on.

Third Year:

During the third (3rd) year, the employee will be responsible for paying for the first two (2) random drug screens. These will be charged at not more than one (1) per month. The City has the right to administer any number of drug screens per month and will be responsible for the cost of such testing from the third (3rd) test on.

Types of testing:

Random Drug Tests will be urine analysis drug tests except that in any year up to two tests may be hair follicle analysis test.

APPENDIX "D"

NOTICE OF DISCIPLINARY ACTION

To:

From:

Date:

Subject: Violation of the City of Ashland's Drug and Alcohol Policy

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action again you:

ALCOHOL IN THE WORKPLACE OFFENSE

Option A

Discipline related to a positive alcohol test will be administered in the following manner:

1. Following a positive result on a Random or reasonable suspicion alcohol test the employee will be placed on suspension with pay.

➢ Immediately or at a scheduled time, the employee will report to the Director of Human Resources who will provide the necessary information about counseling appointments that must be established and/or completed prior to return to work. All "follow-up" alcohol testing will be at the expense of the city.

➢ At a scheduled time, the employee will report to the division director for the first level of discipline which shall be not less than ten 10 days suspension without pay and has been determined to be _____ days.

2. The City reserves the right to require a fitness for duty test, at the city's expense, prior to returning the employee to the workplace.

3. If the employee is not fit to return to the responsibilities of his/her position, the city reserves the right to assign modified duty for a designated period.

4. At the end of the period of modified duty, the city reserves the right to require follow-up fitness for duty. If the employee is fit for duty, the employee shall be returned to full duty subject to follow-up random testing for a period of three (3) years.

5. If the employee is found to be unfit for duty, the employee may be subject to termination for cause.

The employee has the right to appeal the decision of the city's physician at the employee's expense. The doctor providing the second opinion must not be the employee's doctor of record.
** The city and the employee must agree upon a neutral professional physician for the second opinion. If the second opinion is in agreement with the first, the decision is final. If the second opinion is different than the first, a third opinion may be sought, at the city's expense, *with a doctor who is acceptable to the city and the employee.*

**In the event that the city and the employee cannot agree upon a physician, the names of three qualified doctors shall be placed in a hat and one drawn by the employee. The doctor drawn shall provide the second opinion. The same procedure shall be used to determine the doctor if a third and final opinion is requested.*

Administration of Follow-up Random Testing:

First Year; Second Year and Third Year:

During the first year following a positive alcohol test, the employee will be subject to any number of breath alcohol tests at the city's expense.

Option B

Immediate resignation.

Option C

Termination for cause

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

The City of Ashland has determined to issue discipline per Option _____.

I accept Option _____

Re: Option A.
I understand that if I violate any part of the following agreement or if at any time in the next three years I test positive for the use of drugs, or alcohol I will be terminated immediately. I acknowledge that I must maintain my CDL (if applicable per position description) and ability to be insured on the City vehicle insurance (if applicable per position description) or I may be terminated immediately and without contest.

_____

Employee Signature Date

_____

Appointing Authority Signature Date

_____

Union Representative Date

Form Approved 12/21/2001
Revision 7/2003

Confirmation of Receipt

AFSCME Contract

In accordance with Article 45 (Printing of Contracts), The City agrees to furnish a contract booklet to each member of the bargaining unit.

I, (print) _____,
acknowledge receipt of a copy of the AFSCME contract that expires 05/31/2019.

Signed _____

Date _____