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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF ASHTABULA, OHIO

AND

LOCAL 1197 OF THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO

PERIOD: **MAY 1, 2012 THROUGH APRIL 30, 2015**

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ARTICLE I
PREAMBLE

THIS AGREEMENT made and entered into on this 3rd of July, 2012, by and between the City of Ashtabula, hereinafter referred to as the "CITY" and/or "EMPLOYER", and Local 1197, Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "UNION".

The purpose of this agreement is to provide an orderly collective bargaining relationship between the CITY and the UNION of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, and to secure a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences as to the terms of this Agreement between parties. The City and the Union agree as follows:

ARTICLE II
UNION RECOGNITION

Section 1.

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment in the bargaining unit as listed in Appendix A of this Agreement.

Whenever the male pronoun is used in this Agreement, it should be considered to mean female as well.

ARTICLE III
UNION SECURITY

Section 1.

- A. It is hereby agreed that all present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members of the Union during the effective term of the Agreement.
- B. It is further agreed that employees covered by this Agreement who shall become members of the Union following the effective date of this Agreement shall remain members of the Union for the duration of this Agreement.

ARTICLE IV
DEDUCTION OF UNION DUES

Section 1.

- A. The City agrees to deduct monthly Union dues and initiation fees in whatever sum is authorized by the Union from the pay of employees who sign or has signed an authorization for check-off card.
- B. Deductions will be made from the pay earned during the first pay period of each month. In the event any employee whose pay is subject to deductions shall not be entitled to any pay for the first pay period of any month, such deductions shall be made from the second pay period of the month, in addition to the regular deductions for that month, or, if that is insufficient, a subsequent pay period.

- C. The City's obligation to make deductions shall terminate automatically upon termination of employment or transfer to a job classification excluded from this Agreement.
- D. All deductions under paragraph B shall be transmitted to the Union no later than the tenth (10th) day following the end of the first pay period of each month. The City will furnish the Union, together with the dues deduction check, an alphabetical list of all employees whose dues have been deducted and the amount deducted for each employee. The Union will then certify this list to the City.
- E. The Union agrees to establish all internal reporting and rebate procedures required by Ohio Revised Code Section 4117.
- F. Other provisions of this Agreement notwithstanding effective April 1, 1984, all employees in the bargaining unit who, sixty (60) days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

All employees hired prior to or after April 1, 1984, who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the City by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deduction as provided herein.

The Employer shall provide each newly hired bargaining unit employee with a copy of AFSCME's Fair Share Fee notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee notices shall be provided by AFSCME to the Employer to allow the Employer to meet this obligation. The Employer shall require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The Employer shall mail each original receipt to the Ohio Council 8 Regional Office.

ARTICLE V **PLEDGE AGAINST DISCRIMINATION AND COERCION**

Section 1.

- A. The City of Ashtabula is an equal opportunity employer and adheres to Title VII of the Equal Opportunity Act as amended. It is the policy of the City to consider and treat all applicants and employees without regard to race, color, religion, ancestry, national origin, veteran's status or non job related handicap.
- B. This non discrimination policy applies to all areas of employment including membership or non membership in a Union and/or political affiliation.
- C. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE VI
UNION VISITATION AND ACTIVITIES ON EMPLOYER'S PREMISES

Section 1.

- A. The City agrees that accredited representatives of the Union shall have full and free access to the premises of the City for the purpose of determining whether the provisions of this Agreement are being observed and for the purpose of attending meetings with the City, provided that same is done with the knowledge of the Department Head and does not conflict with the statutory requirements protecting the privacy of persons.
- B. Post Union notices.
- C. Distribute Union literature.
- D. Transmit communications, authorized by the Local Union or its officers, to the City or its representatives.
- E. Consult with the City, its representative, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.
- F. The President, Vice-President, Secretary-Treasurer, Recording Secretary and committee members of the Union may be granted leave from duty, with full pay for union business, such as attending labor conventions, labor education conferences and meetings provided that the total leave for the purpose set forth in this section shall not exceed a total of 20 working days in any calendar year and shall be with the approval of the City Manager.
- G. Union Office: The Employer agrees to provide a space for a union office, located on the premises, in which the union can conduct normal operations pertaining to the union.
- H. Bulletin Boards: The Employer agrees to provide a space for a bulletin board in an agreed upon area of each department for use by the Union.

ARTICLE VII
STEWARDS, GRIEVANCES AND PROCEDURE

Section 1. Job Stewards

- A. The City recognizes the right of the Union to designate job stewards and their alternates. The authority of the job stewards and alternates shall be limited to, and not exceed, the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
 - 2. The transmission of information and messages which originate with, and are authorized by the Local Union or its officers provided that such messages are reduced to writing. If not reduced to writing such messages or information shall be of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
- B. Stewards and/or alternates have no authority to take strike action, or any other action interrupting the City's business, except as authorized by official action of the Union.

- C. Union officers, grievance committee members, and members of the negotiating committee shall be allotted time away from their work site as is necessary to perform their duties without loss of pay. The Union will not abuse such time away from regular duties, and time away will be taken in a reasonable manner.
- D. Stewards shall represent one or more classifications as agreed upon by the parties in this Agreement. If the need arises to adjust either the number of stewards or the agreed areas of representation, the City and the Union will endeavor to resolve the matter in a mutually satisfactory manner. It is the understanding of the parties hereto that there shall be a maximum of one steward per department, one miscellaneous clerical steward and one chief steward for the bargaining unit and the Union shall certify the names of the said stewards within thirty (30) days of the appointment of said steward.
- E. No one shall act as a Steward in any area where there is less than three (3) bargaining unit employees.

Section 2. Grievances

- A. A grievance is hereby jointly defined to be a controversy, complaint, misunderstanding or dispute concerning the interpretation of the provisions of this Agreement. It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the City and the employee. Actions by either the City or the Union which tend to impair or weaken the grievance procedure are improper.

Section 3. Procedure

- A. The Union steward with the aggrieved employee shall take up the grievance or dispute with the employee's immediate supervisor, assistant superintendent or superintendent within ten (10) working days of the incident or his knowledge of its occurrence. The supervisor shall meet with the Steward and the employee within 24 hours after notice of the grievance has been given. The supervisor shall respond with his/her answer to said dispute within three (3) working days.
- B. If the grievance has not been satisfactorily settled at Step A, it then shall be committed to writing and presented by the Steward to the Department Head within five (5) working days after the receipt of the answer in Step A. The Department Head will meet with the Local Union President and the Steward within three (3) working days after receipt of written grievance has been received. The Department Head shall give an answer in writing to the Local Union President within three (3) working days after said meeting.
- C. If no agreement is reached in Step B, the Union may appeal the grievance to the City Manager in writing five (5) working days after the answer received in Step B. The City Manager shall then meet within ten (10) working days with the Union's Grievance Committee to discuss the grievance. If the grievance is not settled at Step C, the City Manager shall issue a written answer within ten (10) working days after the meeting in Step C. If no answer is received by the Union within the ten (10) working days, the grievance shall be granted in favor of the Union.
- D. If the grievance is not satisfactorily settled at Step C, the Union may, within ten (10) working days after receipt of answer in Step C, submit the grievance to mediation with the Federal Mediation and Conciliation Service (FMCS). The parties agree to participate in the mediation of all issues set forth in the grievance(s) at the first meeting date available to the Mediator, but not later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful and the grievance is not settled or mediation is not initiated, the Union may proceed to the next step.

- E. If the grievance is not resolved through the mediation procedure, the Union may, within ten (10) working days of the close of mediation or within ten (10) working days of the date the union declined to initiate mediation, notify the City of its intent to submit the grievance to arbitration. The Arbitrator shall be chosen by the parties from an arbitration service within thirty (30) working days of the date the City was notified by the Union's intent to submit the grievance to arbitration. The City and the Union shall, within five (5) calendar days following the receipt of the list of arbitrators, meet for the purpose of selecting the Arbitrator. At the said meeting the parties shall flip a coin to determine who shall strike first. The parties will then alternate strikes until one name remains. This remaining name shall be the Arbitrator. The Arbitrator shall have the responsibility of making arrangements for setting the date, time and place for the arbitration hearing as soon as possible, after being notified of his/her selection.

The fees and expenses of the Arbitrator shall be borne equally by the City and the Union. Expenses relating to the calling of witnesses or the obtaining of depositions or any other expense associated with such proceedings shall be borne by the party requesting the same.

The aggrieved employee, stewards, union representatives and necessary witnesses shall not suffer loss of any regular wage or benefit for time off the job while attending a mediation or arbitration proceeding. The Arbitrator shall issue a decision within thirty (30) days after submission of the case.

Section 4. Arbitrator

- A. In the event that the grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as the interpretation and/or application and/or compliance with the provisions of this Agreement, including all disciplinary actions and in reaching his decision, the arbitrator shall have no authority to:
1. Add, subtract, or modify in any way the provisions of this Agreement.
 2. Pass on issues governed by law.
 3. Make an award in conflict with the law.

The arbitrator shall issue his decision within thirty (30) calendar days after submission of the case to him.

Section 5. Decision of Arbitrator

- A. All decisions rendered by the arbitrator or pre-arbitration settlements shall be final, conclusive, and binding on the City, the Union, and employee(s).
- B. A grievance may be withdrawn by issuing party at any time. Any withdrawal of a grievance shall not be prejudicial to the decisions of the parties as they relate to that grievance or any future grievances.

Section 6. Policy Grievance

- A. A policy or group grievance that affects a number of employees may be initially presented to the City Manager within ten (10) working days of the incident or his knowledge of its occurrence. The City Manager shall meet with the Union's Grievance Committee to discuss the grievance. If the grievance is not settled at Step C, the City Manager shall issue a written answer within ten (10) working days after the meeting in Step C. If no answer is received by the Union within the ten (10) working days, the grievance shall be in favor of the Union.

Section 7. Time Limits

- A. Time Limits set forth in this Agreement regarding grievance procedures shall be binding, unless extended by mutual written agreement. If either party to this Agreement fails to timely respond according to the terms of the grievance procedure, the grievance shall be granted in accordance with the relief requested. If the Union fails to timely move a grievance it shall be deemed settled based on the City's last answer.
- B. If there is a grievance the City Manager shall meet on a monthly basis with the Grievance committee at a predetermined time to process grievances referred from the Step B level.
- C. Work Days/Calendar Days
 - 1. Work days as provided for in this Grievance Procedure shall not include Saturdays, Sundays, or any legal holiday in which City offices are closed.
 - 2. Calendar days are meant to include Monday through Sunday, including legal holidays, etc.

ARTICLE VIII
DISCIPLINE

Section 1. Procedure

- A. It is the right of the City to promulgate and establish reasonable rules and disciplinary procedures for violation of such rules. The City will distribute to each department for posting a copy of the City's disciplinary procedure. The City shall issue a minimum of two (2) written warnings to an employee prior to suspension and/or discharge pertaining to offenses of the same or similar nature. The warning notice obligation does not preclude the City from initiating an immediate suspension with just cause.

Section 2. Appeal

- A. All employees shall have the right to appeal any and all disciplinary actions. Prior to suspension or discharge, the employee has the right to have his or her Union Representative present and upon request, will be permitted to discuss his suspension or discharge in an area made available by the City before he is required to leave the premises. An employee who is suspended or discharged shall be given a written notice stating the reasons for the action. A copy of same shall be given to the Union and all such disciplinary action shall be reviewed through the grievance procedure. All discipline shall be for just cause.

ARTICLE IX
SENIORITY

Section 1. Definition

- A. Seniority is defined as total full-time continuous service with the City as of the last hiring date.
- B. Probationary temporary, casual, seasonal and contractual employees shall not have seniority.
- C. In the event two or more employees have been hired on the same day, seniority shall be determined by their start date.
- D. Seniority shall not be broken for any authorized leaves of absence including lay-offs.
- E. There shall be two (2) types of seniority:
 - 1. City-wide seniority, which is total full-time service with the City regardless of department or classification.

2. Departmental seniority, which is total full-time service rendered in an individual department regardless of classification.
- F. The City shall establish in the bargaining unit departments a seniority list which shall include the employee's City-wide seniority date, and a departmental seniority date. This list shall be updated annually and a copy provided to the Union.

Section 2. Effects of Promotions

- A. An employee may accumulate seniority in only one department at a time. When an employee is promoted from one department to another, he shall be placed at the bottom of the seniority list in that classification and/or department to which he has been promoted or transferred.
- B. Employees promoted to other positions not included within the bargaining unit shall continue to accumulate City-wide seniority for purposes of fringe and retirement benefits. Employees who have left the bargaining unit lose all bargaining unit seniority and rights after ninety (90) calendar days.

Section 3. Effect of Transfer

- A. Should the City require that an employee transfer between departments within the same classification, such transfer shall not affect the employee's City-wide seniority or classification seniority. Departmental seniority shall be the date an employee enters a department.
- B. Any employee granted a voluntary lateral transfer to another department shall be a new employee for the purpose of department seniority and classification seniority.

Section 4. Departmental; Termination; List

- A. An employee may accumulate seniority in only one department at a time. When an employee promotes from one department to another department, he shall be placed at the bottom of the seniority list in that department to which he has been transferred.
- B. Seniority shall be broken (or terminated) when an employee:
 1. Quits or resigns;
 2. Is discharged for just cause, and is not reinstated upon appeal;
 3. Fails to report for work when recalled from layoff within ten (10) working days from the date on which City sends the employee notice by certified mail (to the employee's last known address as shown on the City's record).
- C. In those departments composed of more than one division, there shall be one seniority list, which shall be properly maintained at all times by both the City and the Union, which list shall include all employees.

Section 5. Temporary Transfer

- A. The City may temporarily transfer employees from one job classification to another job classification either within the same department or to another department so long as such transfer is not discriminatory, is not capricious and is necessary to the City. A temporary transfer as set forth above shall not exceed fifteen (15) working days, unless extended by mutual agreement in writing between the employee, the City and the Union. Upon completion of the transfer the employee shall be returned to his former job and location.
- B. In the event a job classification becomes vacant due to injury or illness and the employee notified the City he will not be able to return to work for a period of time exceeding thirty (30) days, the

City shall post the temporary vacancy for a period of three (3) working days, and then the City may temporarily transfer an employee from one job classification to another job classification either within the same department or to another department and said transfer shall be based on the employee's seniority and qualifications to perform the duties of the vacant classification and will continue to fill the vacancy until the employee returns to work, but no longer than six (6) months, although the parties may extend the temporary vacancy by mutual agreement of the employee, the City and the Union.

In the event an employee does not apply for the position the City may exercise their option to temporarily transfer an employee under ARTICLE IX, Section 5. A.

In the event an employee does not apply for the position the City may hire from the outside to fill said vacant classification for a period not to exceed six (6) months, although the parties may extend the temporary employee by mutual agreement of the employee, the City and the Union.

- C. In the event the employee is temporarily transferred, that employee retains call-out rights to his original classification, with first priority to his transferred position.

ARTICLE X **SENIORITY LIST**

Section 1.

- A. The City will provide the Union with a seniority list of all employees within the bargaining unit within thirty (30) calendar days after effective date of this Agreement. The seniority list shall contain the name, job classification, department entry date, and entry date of all employees in the bargaining unit. Thereafter, the City will provide the Union with an accurate updated seniority list as of May 1 and November 1 of each succeeding year.

Section 2.

- A. The City will provide the Union with an alphabetical list of the names and address of all employees in the bargaining unit within thirty (30) calendar days after the effective date of this Agreement and annually thereafter; the Union shall thereupon certify such list within thirty (30) days after its receipt of same.

Section 3.

- A. The City will immediately provide the Union with a list of all new employees hired by the City within the bargaining unit and such lists shall contain their name, address, job classification, department and date of hire.
- B. The above list shall also include any classification and department to which the employee has recall rights.

Section 4.

- A. The City will immediately provide the Union with a list of employees who quit, retire, terminate, granted leaves of absence, transfer out of bargaining unit, and the list shall contain the name, job classification, department, and date of effective action.

ARTICLE XI
OVERTIME

Section 1.

- A. The City shall be the sole judge of the necessity for overtime work. All overtime shall be offered to the employees in accordance with their classification seniority on a rotating basis. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the City shall assign the overtime work to employees within the same classification, within the same department, within the same shift involved in the inverse order of seniority and employees must work such overtime when assigned. Except during emergency situations, employees who refuse to work overtime shall not be disciplined for such refusal. Employee on sick or vacation leave will not be offered overtime until such time the employee's leave ends. Employee's position on the overtime list does not change while on such leave.

Leave shall be within a working day. A working day is a twenty-four (24) hour period. An employee on approved sick leave may notify his Supervisor, with proper documentation, prior to the end of the work shift that their sick leave has ended. Said employee shall then become eligible for overtime within the same working day of a twenty-four (24) hour period.

- B. Snowplowing - In the event there are no remaining employees of the Public Works Department on the call out list, the City may utilize a second call list. This list is mutually agreed to by the parties and consists of employees that hold a Commercial Driver's License (CDL) and are experienced in plowing snow. This call out cannot interfere with the employee's regularly scheduled work hours.

An employee who holds a CDL may learn snowplowing on his own time to qualify for the second list.

- C. Sanitation Second Call Out List - In the event there are no remaining employees of the Sanitation Department on the call out list, the City may utilize a second call list. This list is mutually agreed to by the parties and consists of employees that hold a Commercial Driver's License (CDL) and are experienced in picking up trash. This call out list may be used for the regular Monday holiday pick up and the call out shall be utilized on the Friday preceding the Monday holiday.

In the event the Sanitation Department is staffed by a temporary employee, said temporary employee shall be eligible to work on a regular Monday holiday pick up if the second call out list is exhausted.

- D. The foreman overtime list shall consist of at least three (3) bargaining unit employees that are dispatched from the Public Works Department; being all Public Works Foreman and any H.E.O.'s to make the three (3) person pool.

Section 2.

- A. Employees who are offered overtime and for any reason refuse or fail to work shall be credited as if they had worked for the purpose of overtime distribution.

Section 3.

- A. A record of all overtime hours worked by each employee shall be recorded on a list by classification and shift by the supervisor. All employees, including the Steward shall at a reasonable time have an opportunity, if requested, to review the overtime list. All overtime hours shall be recorded on a daily basis.

Section 4.

- A. Any employee who is required to and does work during his vacation period shall be paid for his regular hours at regular pay and for all overtime hours at a rate of one and one half his regular rate. In addition, the days of vacation worked shall be rescheduled at a future date at the request of the employee.

Section 5.

- A. Any employee who is required to work on a legally scheduled holiday shall be paid at a rate of two and one-half times his regular rate of pay for all hours worked.

Any employee who is not required to work a holiday during their designated shift shall receive their regular rate of pay for eight (8) hours. Any employee who is required to work outside their designated shift shall receive their regular rate of pay for the holiday and shall receive a rate of pay of two and one-half times his regular rate of pay for all hours worked.

- B. Overtime pay will be paid for all hours worked in excess of eight (8) hours in any one working day (24 hour period) and for all hours worked in excess of forty (40) hours in one (1) week at a rate of one and one-half (1/2) times his regular rate of pay for all overtime hours worked.
- C. Call out pay shall be a minimum of two (2) hours pay at one and one-half (1 1/2) times his regular rate of pay for any employee who is called out to work outside his regular hours. Employee must report to work within 45 minutes of notification, or the next available employee will be notified. Call out pay begins when the employee reports to work. Employee shall be available for the entire two (2) hour period.
- D. Hours worked shall include Sick Leaves which are documented by a doctor's slip, approved vacation and bereavement leave, holidays and all other paid leaves approved by the City.
- E. Upon retirement, termination or death all accumulated compensatory time earned by the employee at one and one-half (1/2) times their regular rate per hour shall be paid at the employee's regular rate of pay.

ARTICLE XII
JOB VACANCIES

Section 1.

- A. When a vacancy occurs, if the City elects to fill such job or a new job is created within the bargaining unit, the City shall post a notice of the opening or openings for seven (7) consecutive working days in all departments within the bargaining unit. The notice shall contain the date of posting, department, classification and title, rate of pay, shift area of vacancy, job description, qualifications, posting period and where to file the application.
- B. Employees who wish to be considered for the posted position must file a written application with the Department Head/City Manager by the end of the posting period. Resumes must be included with written application.

All Heavy Equipment Operators Class A are to be considered equal with all other Heavy Equipment Operators Class B for the purpose of promotions.

These applications will be reviewed by the Department Head and the City Manager. The job shall be awarded within five (5) working days after the end of the posting period. The job shall be awarded in accordance with the following preference schedule:

1. Qualified employees within the department on the basis of departmental seniority.

2. Qualified employees outside the department on the basis of City-wide seniority within the bargaining unit.
 3. Qualified employees outside the bargaining unit.
 4. Qualified applicants.
 5. Qualified shall mean that the person meets the minimum qualifications of the job description.
 6. In the event an applicant is not awarded the job, said applicant shall receive letter within seven (7) days, stating they did not meet minimum qualifications.
- C. Should the need arise for additional shifts to be added to a department, employees in the department shall fill new positions first on a volunteer basis. If there are no volunteers, the City can fill such positions by classification needed, in inverse order of seniority.

Section 2.

- A. The promotional ladder shall be that method by which an employee is promoted from a lower to a higher classification or rate of pay. Although employees selected to fill a vacancy using City-wide seniority shall not be required to follow the normal progression of the promotional process.
- B. Employees awarded jobs under the bidding process shall be given a reasonable period of time, not to exceed thirty (30) days, to prove qualifications to hold such position on a permanent basis. Failure to do so shall result in said employee being returned to former position with no loss of departmental seniority. Employees awarded jobs under bidding process will undergo a minimum of two written evaluations by the department.
- C. Employees awarded jobs under the bidding process shall be given reasonable training by their immediate supervisor and/or designated personnel and supervision during the probation period. If an employee is awarded a position while he is on leave due to injury or illness, employee must return to work within thirty (30) days to qualify for the new position.
- D. Employees shall be considered to have qualified for the new position at any time during the probation period when he/she can perform the required tasks with no more supervision than other employees in the same classification and work with regard to quality and quantity meets acceptable standards applicable to the classification.
- E. Employees qualifying for permanent classification shall receive the rate of pay established for said classification.
- F. No employee shall be eligible for promotion until he has completed the probationary period established in Article XIV, Section 1 (A) of this Agreement.

ARTICLE XIII
LAYOFF, JOB ABOLISHMENT, RECALL

Section 1.

- A. Whenever it becomes necessary because of lack of funds or lack of work to lay off employees, the City shall first designate to the Union in which classification and which department the City wishes to reduce the work force. In making such designation, the City shall not be arbitrary or capricious. Following such designation the City will lay off employees in the following order:
 1. Part-time employees, seasonal employees, temporary casual and new hires City-wide.
 2. Employees who have not completed their probationary period bargaining unit wide.
 3. Remainder of employees in the inverse order of their seniority and qualifications to perform available work.

4. For the purposes of layoff only the President, Vice President and Chief Steward of Local 1197 shall have Super Seniority. (i.e. these individuals shall be the last employees laid off)

Section 2.

- A. When a layoff is necessary, employees shall be laid off in accordance with inverse City-wide seniority within their classification and department. An employee who is laid off shall be able to "bump" (displace) another employee with less City-wide seniority. Employee shall notify the City that he/she wishes to exercise his/her right to "bump" within five (5) calendar days of receipt of their notification of layoff. When an employee "bumps" to another classification it is agreed that the employee must be able and qualified to perform the duties of the new job within ten (10) calendar days. The supervisor is to instruct the employee of his/her new duties. Employees will bump only as low as necessary to avoid layoff.
- B. When an employee is promoted outside the bargaining unit his seniority at the time of promotion shall be "frozen" and he shall retain the right to bump back into the bargaining unit for a period of ninety (90) days.
- C. An employee who is laid off may displace or "bump" another employee with less City-wide seniority in an equal or lower classification only, and must meet the qualifications of the position into which he or she is bumping. An employee may not be promoted into a higher classification through the exercise of displacement rights during a layoff, unless said employee had previously performed the duties of said position or previously held said position.
- D. When an employee has successfully bumped into a department, their City-wide seniority shall determine their place on the departmental seniority list.

Section 3.

- A. No new employee shall be hired until all employees on layoff status qualified to perform the work have been recalled unless laid off employees do not have the qualifications to perform the duties of the job to be filled.
- B. Employees shall be recalled from layoff according to their seniority and Qualifications to perform available work.
- C. Before any bargaining unit employee is given layoff notice under Section 1 above, the City and the Union will meet immediately for the purpose of attempting to find an available job within the bargaining unit, in accordance with the layoff procedure. The Union shall receive a copy of all layoff notices.
- D. Laborers in the Sanitation Department are to be considered equal with all other City laborers for the purpose of layoff.

All Heavy Equipment Operators Class A are to be considered equal with all other Heavy Equipment Operators Class B for the purpose of layoff.
- E. A recalled employee shall be notified by certified mail (sent to his/her last known address shown on City records) of the recall and shall have ten (10) working days to reply to the recall notice. Employees failing to reply within that time period shall be considered to have terminated himself/herself.

- F. A laid off employee shall not accumulate seniority during any period of layoff, but there shall be no break in service time. All accumulated seniority shall be frozen during the period of layoff and all past seniority shall be fully recognized both while the employee is on layoff status and also when he is returned to active employment status. Employees who are laid off shall remain on the recall list for a period of two (2) years.

Section 4.

- A. Employees displaced by the elimination of jobs through job consolidation, the installation of new equipment, machinery, the curtailment, or replacement of existing facilities, the development of new facilities, or for any other reason shall be permitted to exercise their seniority rights to transfer to any other job in the service of the City for which they are qualified.

Except that if there is a vacancy in the employee's grade, provided he/she is qualified, the employee shall be transferred to the vacancy prior to exercise of seniority.

Section 5.

- A. Employees (regular full-time) shall be given a minimum of ten (10) working days advance written notice of the layoff indicating the circumstances which make the layoff necessary.
- B. An employee may waive his seniority-right to bump to an equal classification or to a lower classification and take layoff.

ARTICLE XIV
PROBATIONARY PERIOD

Section 1.

- A. New employees shall be considered to be on probation for a period of ninety (90) calendar days.
- B. Any employee who has terminated his/her employment with the City and then is rehired at a future date, shall be considered to be a new employee and subject to Article XIV, Section 1, A.
- C. The City Manager may terminate a probationary employee at any time, and such termination shall not be appealable through the Grievance Procedure.
- D. A probationary employee shall receive from his/her immediate supervisor an evaluation at least twice during the probationary period. The results of this evaluation should be discussed jointly with the supervisor and the employee.
- E. New employees shall receive One Dollar (\$1.00) per hour less than the regular rate of pay for their classification for a period of the first 180 calendar days of employment.

ARTICLE XV
LEAVES OF ABSENCE

Section 1. Sick Leave

- A. All full-time employees in the service of the City shall be entitled to sick leave with pay after satisfactory completion of the probationary period of initial employment.

(Probationary employees shall earn sick leave credit during their probationary period which will be credited to them at the end of their probationary period).
- B. Sick Leave shall be accrued at the rate of one and one quarter (1 1/4) days or ten (10) hours for each month worked in the service of the City. Such accumulation is without limit.

- C. An employee eligible for sick leave with pay may use sick leave for any absence due to illness, injury, exposure to contagious disease, or due to illness in the employee's immediate family requiring the employee's personal attendance.
- D. An employee on sick leave shall inform his supervisor of the fact and the reason thereof no later than fifteen (15) minutes after the start of the shift, on the first day of absence. Failure to do so will result in the employee being denied use of sick pay for that day.
- E. Sick leave shall be taken in one-fourth (1/4) hour increments.
- F. Except as provided for in Section 1, (G) below, the City Manager may require reasonably satisfactory proof that any absence or continued absence is due to one of the above causes.
- G. Any employee who is absent for reasons of illness for a period of more than three (3) consecutive working days, will, upon his/her return to work submit a completed Certificate of Attending Physician to his supervisor.
- H. Any employee who is absent will complete an Application for Leave form upon return to work and submit it to his supervisor.
- I. It is understood that any abuse of sick leave will be considered a violation of City policy. Such abuse of sick leave may be grounds for disciplinary action up to and including discharge in severe and progressive circumstances. Patterned use of sick leave contiguous to holidays, vacation, funeral leave and weekends will be viewed as potential abuse of sick leave based upon the overall record of an employee. If it is determined that patterned use of sick leave has become abusive, disciplinary action may be utilized by the City. It is understood that when reviewing sick leave usage with an employee, such employee will have a union representative present.
- J. The City and Union acknowledge that patterned abuse of sick leave benefits may be the symptom of more serious problems, which may be of a personal nature. Therefore, the City and Union will strive during the term of this Agreement to create an Employee Assistance Program, which will be made available to all employees in the bargaining unit.

Additionally the Union pledges to work with the City through the Labor Management Meeting setting to reduce the use of sick leave and any abuse of sick leave, which may occur in the bargaining unit.

Section 2. Sick Leave Without Pay

- A. Upon the presentation of medical proof and at the request of the employee the City may grant leave without pay up to, but not exceeding, five (5) years due to a catastrophic personal illness.

Section 3. Union Leave

- A. At the request of the Union, a leave of absence without pay may be granted to employees required to perform any function on behalf of the Union.

Section 4. Military Leave

- A. Any employee shall be granted a leave of absence without pay for military duty in the Armed Forces of the United States in accordance with Federal and State Law. An employee who is a member of the Ohio State National Guard or member of any other reserve components of the Armed Forces of the United States, shall be entitled to a leave of absence without pay for such time as he is in military service on the field of training or active duty. The City will pay benefits

and the difference in wages between military pay and an employee's regularly rate of pay for those employees in the Reserves or National Guard who are called to serve in a foreign war.

Section 5. Educational Leave

- A. An employee may be granted a leave of absence with or without pay for educational purposes relating to the operation of the City, subject to the approval of the City Manager or City Council.

Section 6. Personal Leave

- A. An employee may be granted a leave of absence in accordance with Section 157.04 of the Code of Codified Ordinances of the City of Ashtabula as stated February 15, 1994.

Section 7. Jury and Witness Duty Leave

- A. An employee shall be granted court leave with full pay who:
1. Is summoned for jury duty by a court of competent jurisdiction, or
 2. Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel attendance of witness, where the employee is not a party to the action.

Any compensation or reimbursement (other than mileage) for jury duty or for a court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted to the City.

Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party, shall be granted vacation, personal, holiday leave or compensatory time, or may be granted an unpaid leave of absence. Such instance would include, but not limited to criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

Section 8. Funeral Leave

- A. Absence of an employee due to the death in the employee's family, i.e., employee's spouse, mother, father, stepparents, children, brother, sister, mother-in-law, father-in-law, stepchildren, and grandchildren, permits excused absence of four (4) consecutive working days. Compensation will be paid for any of the employee's scheduled work shift which falls in this period.

In addition, employees will given up to three (3) additional uncompensated days, or will be given the option of using accumulated vacation, comp time, personal or sick days.

- B. Absence of an employee due to the death of an employee's uncle, aunt, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, including those of their spouse, permits excused absence of two (2) consecutive working days. Compensation will be paid for any of the employee's scheduled work shift which falls in this period.
- C. Any of the employee's relatives residing in the household of the employee shall be considered immediate family for funeral leave purposes. See Section 8, (A).

Section 9. Service Connected Injury or Illness

- A. For necessary absence from duty for any service connected injury or illness as distinguished from normal injury or illness, an employee shall be compensated at their regular rate of pay for not more than the date of injury plus eight (8) additional calendar weeks, and shall be effective the date this agreement is executed. For the purpose of this section, injury time shall not affect the employee's annual sick time incentive compensation.

An employee shall reimburse the City for any temporary total disability payments received from the Bureau of Workers Compensation for the first eight (8) calendar weeks of injury. Any payments not reimbursed to the City shall be recovered by the following methods:

1. Reduction of payroll, vacation, holiday, sick leave, annual bonus, clothing allowance or compensatory time payment. The City shall pay the employer's share of pension payments for lost time during temporary total disability.
- B. An employee shall not be charged sick leave to attend a hearing for Workman's Compensation or a medical exam as a result of an on-the-job injury. Employee must give his/her supervisor at least two (2) days or forty-eight (48) hours advance notice. Employee must present proof of attending hearing for medical exam to the Employer.

Section 10. Donation of Sick Leave

- A. In the event an employee is catastrophically ill and uses all of his sick leave, vacation and compensatory time, another employee may donate up to two (2) days of their accumulative sick leave to that employee. This will not affect the employee's annual sick time incentive compensation.

Section 11. Maternity Leave

- A. A pregnant employee shall receive four weeks of paid maternity leave. This leave shall not be deducted from accumulated sick leave. An employee may use said leave just prior to delivery or after the birth of the child based upon the need of the employee.

Extra leave shall be granted by the City based upon medical need of the child or employee and certified by a physician. An employee may use accumulated sick leave or take a leave without pay.

ARTICLE XVI
NEW JOBS

Section 1.

- A. If substantial changes in the method of operation, tools, or equipment occur, the City and the Union shall meet for the purpose of negotiating a rate of pay and classification, or for the purpose of placing the job in an existing classification. If the City and the Union cannot reach an agreement, the Union shall be notified in writing. The Union thereafter may file a grievance at Step C of the grievance procedure. If no agreement is reached at this step the dispute shall be submitted as stated in accordance with ARTICLE VII, Section 3, D, and ARTICLE XXX, Section 1. J.
- B. Any award through the dispute procedure shall be retroactive to the date that the job changes occurred. Any rate or classification agreed to by the City and the Union, or decided through the dispute procedure, shall become part of this Agreement pursuant to wages and classification.

- C. In the event a new job is created within the bargaining unit, the City shall meet with the Union to negotiate a wage rate within thirty (30) days. Whenever possible, the Union shall be given advance notification of the job description.

ARTICLE XVII
WORK BY SUPERVISORS

Section 1.

- A. The City hereby agrees not to use supervisory personnel to perform bargaining unit work to avoid filling a job vacancy, or overtime, however, the City may use supervisory personnel when employees in the bargaining unit refuse the work when offered.

ARTICLE XVIII
WORK SCHEDULE

Section 1. Work Hours and Days

- A. Regular hours of work each day shall be consecutive except for interruption for lunch periods. References to consecutive hours of work in the balance of this Article shall be construed generally not to include lunch periods.
- B. The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees engaged in continuous operations. Employees hired after May 1, 2012 may be assigned to a Tuesday through Saturday schedule with prior notification to the Union. Employees with a hire date prior to May 1, 2012 may at the employee's option, bid on a Tuesday through Saturday position, which will be deemed to be a waiver of a standard Monday through Friday work week for such employee.
- C. The work day shall consist of eight (8) consecutive hours within a twenty-four (24) hour period.
- D. The work shift shall consist of eight (8) consecutive hours. All employees shall be scheduled to work on a regular shift and each shift shall have a regular starting and quitting time.
- E. Except for emergency situations, work schedules shall not be changed unless they are mutually agreed upon by the City and the Union. When the City elects to use third shift for snow plowing, the tentative starting date will be December 1st until April 1st of each year.

Section 2. Rest Periods

- A. There shall be two (2) fifteen minute rest periods on each shift of each work day. These rest periods, to the extent practicable, shall be scheduled in the middle of the first half of the shift between starting time and lunch period and the second rest period in the second half of the shift between lunch and quitting time.
- B. When an employee works beyond his regular quitting time, he shall be entitled to a fifteen minute break between the end of his/her regular shift and the start of additional work.
- C. Rest breaks shall be taken as near as possible to the times mentioned in Section 2, (A) above, but under no circumstances shall they be used to take early lunch or quitting time or to extend lunch periods.

Section 3. Vacancy Work Week or Work Shift

- A. When an opening occurs either in a work week or work shift, an employee may exercise his departmental seniority to transfer to that work week or work shift provided that such vacancy is within the same department and the employee's classification.

- B. The City shall post any such vacancy for five (5) consecutive work days. At the end of that period, the City shall award the position to the most senior employee who requests same in writing. If no employee requests the position, the employee with the least departmental seniority in that classification in the department shall be assigned that work week or shift..

ARTICLE XIX
FITNESS TO RETURN TO DUTY

Section 1. Sick Leave and Leave of Absence

- A. Any employee who has been absent more than three (3) consecutive work days from his job due to illness, injury and is on sick leave, either paid or unpaid, shall, prior to their return to work, present documentation from their physician that they are fit to resume their normal work or job duties. Upon proper medical certification, the employee shall be returned to his/her regular job.
- B. Any employee on a requested leave of absence for a stated period of time, may return to his/her job earlier, provided they request in writing to the City their desire to terminate their leave, at least one (1) week prior to the date they expect to return, and if leave was for any medical reason, they shall also meet requirements in Section 1, (A) above.

ARTICLE XX
CONVERSION OF SICK LEAVE

Section 1. Sick Pay Upon Retirement or Death

- A. For purposes of this section, "retirement" shall mean a voluntary withdrawal from employment with the City accompanied by a change in an employee's status to "retired" with the Public Employees Retirement System or Ohio Police & Fire Pension Fund due to either (1) age and years of service, or (2) disability. No payment of accumulated sick leave shall be made to any employee who voluntarily resigns or quits without a change in his or her PERS/OPFPF status, or who is terminated by the employer for just cause. No payment of accumulated sick leave shall be made to any person on layoff status unless such person retires due to age and years of service, or due to disability, while on layoff. An employee whose job is abolished but who does not yet qualify for PERS retirement will not be eligible to receive any payment of accumulated sick leave.
1. Existing employees having at least 19 years of service with the City as of May 1, 2012, are entitled to be paid 100% of up to 960 hours of their accumulated sick leave as of the date of their retirement, and 50% of the accumulated amount in excess of 960 hours.
 2. Existing employees having at least 14 years of service with the City as of May 1, 2012, are entitled to be paid 90% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 40% of the accumulated amount in excess of 960 hours.
 3. Existing employees having at least 9 years of service with the City as of May 1, 2012, are entitled to be paid 75% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 40% of the accumulated amount in excess of 960 hours.
 4. Existing employees with less than 9 years of service with the City as of May 1, 2012, are entitled to be paid 60% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 40% of the accumulated amount in excess of 960 hours.
 5. Employees hired after May 1, 2012 are entitled to be paid 25% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement.

- B. Terminal payments of sick leave which total \$15,000 or more shall be made in not more than two (2) equal payments, to-wit: half within 30 days of the effective date of retirement, and the balance within 335 days thereafter. Otherwise, payment shall be made within 30 days of the effective date of retirement.
- C. "Sick leave" as used herein shall mean sick leave which accrued during service with the City of Ashtabula. Sick time which was accumulated with another public employer and transferred to the City shall be subject to payment upon retirement at a maximum rate of 25% of the amount so transferred. Any terminal payment of transferred sick leave shall not serve to increase the limitations as to maximum payout set forth above.
- D. Payment of sick leave shall be made at the average regular hourly rate (40 hour work week assumed) received by the employee during the twelve months immediately preceding the effective date of his or her retirement.

Section 2. Deferring Sick Pay Into Ohio Deferred Compensation Fund

- A. Employees with 10 or more years of continuous service with the City, and at least 960 hours of accumulated sick time are eligible for a cash payment or contribution to Deferred Compensation of up to 160 hours of their accumulated sick time. The hours converted to cash shall be deducted from amount of the terminal benefit the employee is entitled to receive upon retirement as defined above. Notice of participation must be given prior to July 1, and payment shall be made prior to December 1 at the average regular hourly rate received by the employee during the 12 months immediately preceding the date notice is given. The total of all payments made under this program cannot exceed the maximum terminal benefit payable upon retirement, or 960 hours, whichever is less.
- B. This provision replaces and supersedes any and all other or prior sick leave bonus programs. Persons who have previously participated in other sick leave buyout programs prior to May 1, 2012, shall be eligible to participate.

Section 3. Commitment Incentive Program (CIP)

- A. Prior to September 1, any member of the bargaining unit who intends to retire in the following year shall submit written notice to the City. Said notice shall include the date the employee plans to begin his or her terminal leave and the actual date of retirement. In return for this commitment, the City shall pay an additional 5% of the amount of the sick leave payment the employee would otherwise be entitled to receive as of retirement date. (Example: if an employee who would otherwise receive a terminal payment of \$8,000 participated in the CIP, the payment would increase to \$8,400.) Any employee rescinding his or her notice of retirement shall permanently forfeit eligibility for this incentive, and upon retirement such employee shall be paid out at the rate otherwise applicable were it not for this CIP. Each employee shall be given one (1) opportunity to participate in the CIP.

ARTICLE XXI
CONTRACTING OUT WORK

Section 1.

- A. The City agrees that work normally done by employees who belong to the bargaining unit shall not be contracted to another individual or independent contractor provided that employees who belong to the bargaining unit are available, and the task to be performed may be performed efficiently within the required time to complete such task or project.

- B. While any bargaining unit employee is on layoff, the City shall not assign work normally performed by bargaining unit employees to any person(s) such as CETA, JTPA, Welfare, or Court appointed labor. These persons may, however, perform work not regularly performed by employees in the bargaining unit.
- C. Section 1. (B) shall only apply while bargaining unit employees are on layoff status.

ARTICLE XXII
TEMPORARY RATE OF PAY

Section 1.

- A. An employee shall be paid his/her regular rate of pay for any and all hours worked at a classification lower than his regular classification.
- B. An employee performing work at a higher classification than his regular classification shall be paid at the higher classification rate of pay for a minimum of four (4) hours within their shift, and any overtime rate shall be paid at the classification the employee is performing.

ARTICLE XXIII
SHIFT DIFFERENTIAL

Section 1.

- A. All second shift employees shall receive twenty-five cents (\$.25) per hour over the regular rate established for their classification.
- B. All third shift employees shall receive thirty-five (\$.35) per hour over the regular rate established for their classification.
- C. Any overtime worked by an employee, who is required, or works a shift, due to a vacancy or call-in, will receive the shift differential for that shift. Employees must work a minimum of two (2) hours into the next shift in order to qualify for the shift differential, which will be paid for all hours worked on the premium shift.
- D. Employee shall be paid their permanent designated shift rate for all approved paid leave.
- E. All shift starting and ending times will be defined by the employer in the job description for each position/job.

ARTICLE XXIV
HOSPITALIZATION PLAN

Section 1. Summary of Benefits

- A. To the extent possible, the benefit plans obtained by the City during the period this Agreement is in effect shall provide the levels of benefits, deductibles and co-payments reflected in the two (2) documents attached hereto entitled "Your Summary of Benefits" and "Your Anthem Benefits". The parties acknowledge that the City purchases insurance coverage on a year-to-year basis, and that the level of benefits available may be subject to changes in the insurance industry, federal regulation, etc. The agreement of the parties as to health insurance coverage and medical benefits is subject at all times to applicable state and federal laws and regulations and shall be construed accordingly. This portion of the agreement may become subject to or be affected by amendments to such laws or regulations, or by new legislation. Any material terms of this agreement which are clearly inconsistent with or invalidated by such amendments or new legislation or which would cause one or both of the parties hereto to be in violation of law, shall be deemed to be superseded by such amendment or new legislation. In such event the parties agree to utilize their best efforts to modify the terms and conditions hereof to be consistent and

compliant with such amendments or new legislation. In the event of such an amendment or new legislation so affecting the terms of this agreement, either party may give written notice to the other advising the other of such change and proposing amendments to this portion of the agreement (dealing with health insurance coverage and medical benefits consistent with this paragraph. In the event the parties do not reach agreement upon the requested modification within 60 days after such notice is given, either party may request binding arbitration, unless the agreement as to health insurance coverage and medical benefits would expire earlier by its terms.

Section 2. HSA Plan

- A. Effective January 1, 2013, the employer's contribution to a Health Savings Account (HSA) will be \$1500 per employee per year for single plans and \$3000 per employee per year for family plans. The City will continue to pay the premium for the high-deductible insurance policy covering each employee/family. For new hires the foregoing payment shall be pro-rated for the year of hire.

Section 3. PPO Plan

- A. Commencing with the first full pay period in June, 2012, employees who participate will pay a contribution toward premiums of \$30.00 per two-week pay period for a single plan and \$75.00 per pay for a family plan. The amount of such contribution shall be adjusted each plan year to reflect any increase in premiums. Example: if in the plan year commencing June of 2013 the plan experienced a 10% increase in premiums, the contribution for a single plan would increase to \$33.00 per pay, and to \$82.50 per pay for a family plan.

Section 4. Vision, Dental, Life

- A. Vision, Dental and Life: the City will pay the cost of one (1) vision and one (1) dental coverage plan premium. The City will continue to pay the offered life insurance policy premium. The benefit amount of the life insurance policy will be \$35,000.00. This benefit is reduced by 35% at age 65; and further reduced to 40% of the face amount at age 70; and further reduced to 25% of the face amount at age 75.

Section 5. Stipend in lieu of Insurance

- A. An employee who is covered under a policy of health insurance not paid or provided by the City of Ashtabula may waive coverage under the City's health plans, in which case such employee shall receive a stipend of \$200 per two-week pay period during which the waiver is in effect (e.g., \$5200 per average calendar year).

Section 6. Health Benefits Committee

- A. A Health Benefits Committee (HBC) shall be formed within 90 days of the effective date of this Agreement. The HBC shall be composed of one member of AFSCME Local No. 1197, one member of FOP Lodge No. 26, one member of IAFF Local No. 165, one person chosen by the employees of the City who are not covered by a collective bargaining agreement, and one person selected by the City Manager, who will act as the chairperson of the HBC. Three members of the HBC will constitute a quorum for a meeting. The HBC shall meet as needed, minimizing meetings during work hours to the extent possible, and shall research, review, and assess available medical benefits options with the mission of formulating recommendations to the Manager and City Council on medical benefits alternatives which meet the following three criteria: (1) provide an acceptable level of health coverage to the employees of the City; (2) reduce or control the cost of medical benefits; and (3) are not unduly burdensome from an administrative perspective. Recommendations of the HBC shall be forwarded to the Manager by February 15 of each year, or 75 days prior to the renewal date of the current health insurance

plan, whichever date is earlier.

ARTICLE XXV
HOLIDAYS

Section 1. Holiday Paid

A. The following days will be considered to be paid holidays:

- | | |
|---------------------------|-------------------------|
| 1. New Year's Day | 8. Veteran's Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. President's Day | 10. Christmas Day |
| 4. Memorial Day | 11. 5 Personal Holidays |
| 5. Independence Day | |
| 6. Labor Day | |
| 7. Columbus Day | |

B. If a holiday listed in (A)(1) through (12) should fall on a Saturday, the Friday before shall be celebrated. If the holiday falls on a Sunday, the following Monday shall be celebrated.

C. Personal days may be taken after the employee completes his/her ninety (90) day probation period, provided that the employee requests same at least two (2) work days in advance in writing.

D. Any accumulated but unpaid holiday pay, including accrued but unused personal days, due and owing as of the date of an employee's separation from service shall be paid at the current regular rate of pay. In the event of the employee's death, such payment shall be made to the employee's surviving spouse or other designated beneficiary, or to the estate.

Section 2. Holiday Pay Eligibility

A. To be eligible for holiday pay, the employee shall have worked his/her last regular scheduled work day immediately preceding and immediately succeeding the holiday. Employees on vacation, approved sick leave by a physician, or leave of absence with pay, including paid funeral leave, or if he is absent for any reasonable purpose, shall be considered as working their regular scheduled day. The City and the Union shall mutually agree upon "reasonable purpose" in each case.

B. Emergency call outs on holidays must be worked by regular bargaining unit employees. Temporary employees will not work emergency call outs. If temporary employees are working on a holiday, they must be supervised by regular full time employees.

Section 3. Holiday Worked Rate of Pay

A. For rates of pay to employee who works on a legally scheduled holiday, see Article XI, Section 5, (A) (Overtime Pay).

ARTICLE XXVI
VACATIONS

Section 1. Eligibility

A. Every employee (full-time) shall be eligible for paid vacation after one (1) year of continuous service with the City. After an employee works one full year he/she shall be entitled to two (2) weeks vacation on his/her anniversary date of employment with the City. After the first such vacation, the employee's anniversary date shall be January 1 of each succeeding year.

Section 2. Allowance

A. Vacation allowance will be as follows:

1 thru 6 years continuous service.....	2 weeks
7 thru 10 years continuous service.....	3 weeks
11 thru 18 years continuous service.....	4 weeks
19 thru 24 years continuous service.....	5 weeks
25 years and over of continuous service.....	6 weeks

B. Upon retirement, termination or death an employee or their beneficiary shall receive a lump sum payment at their current rate for their unused vacation.

Section 3. Pay In Lieu of Vacation

- A. All vacations must be taken in the year they are earned. In case of emergency where an employee cannot complete his vacation due to the requirements of his job, he may request and receive two weeks pay in lieu of vacation.
- B. In no case may an employee carry over any earned but unused vacation leave from the preceding year and in no case shall any employee be allowed any more vacation leave in one calendar year than he is entitled to under Section 2, (A).
- C. In case of retirement, an employee shall receive in lieu of vacation time off, any unused vacation pay up to six (6) full weeks with the approval of the City Manager. (Reference Article XXVI, Section 2. A.)

Section 4. Request for Vacation

- A. Between January 1st and April 1st, employees shall request in writing on forms provided by the departments their request for vacations during that year. Said vacations shall be granted in order of seniority.
- B. Vacations shall be granted at the time requested by the employee when possible. If the nature of the work limits the number of employees who may be on vacation at the same time, the employee with the greatest City-wide seniority shall be given his/her choice of vacation time in the event of any conflict.
- C. If an employee fails to request his vacation prior to the end of the ninth month of the year in which his vacation was earned, the vacation shall be scheduled by the department head.

Section 5. Vacation Periods

A. Vacation periods of less than one week periods shall not be granted unless employees make such a request three (3) days prior to the day(s) requested, in writing, to his department head. Such vacation may only be taken with the approval of the department head.

Section 6. Vacation In Lieu of Sick Leave

A. An employee may use his vacation time in lieu of sick leave at his request and without approval of the department head. However, this cannot be done on a day-to-day basis. Such request shall be made in advance of absence.

Section 7. Records

- A. Each department head shall keep records of vacation leave allowances for each employee in their respective departments and schedule all vacations to accord with operating schedules.

Section 8. Legal Holiday

- A. If a legal holiday falls during the time an employee is on vacation leave, the employee's vacation leave shall be extended one additional working day.

Section 9. Layoff Vacation Leave

- A. For vacation rights involved with layoff, an employee may request and receive his earned vacation leave no later than the last pay period of the year in which the employee is laid off.

ARTICLE XXVII
LABOR/MANAGEMENT

Section 1. Committee

- A. There is hereby established a joint Labor/Management Committee which consist of a maximum of four (4) members appointed by the City and a maximum of four (4) members appointed by the Union. The purpose of this committee is to establish healthful working conditions as well as procedures in the City and to encourage all employees to follow said procedures. This committee shall meet once a month on the second Tuesday of each month.

Section 2. Dispute

- A. In the event of a dispute among the committee or between the committee and the City, the committee, the Union or the City shall have the right to refer said dispute to the third step of the grievance procedure.

Section 3. Health and Safety

The City shall provide all reasonable necessary safety equipment.

ARTICLE XXVIII
WORK RULES

Section 1.

- A. The City hereby agrees to instruct department heads to establish departmental work rules for the day-to-day operation of the various departments of the City. Such rules will be printed and distributed to all employees.
- B. Such rules shall not be in conflict with the terms of this Agreement and shall become part of this Agreement.

ARTICLE XXIX
SAVINGS CLAUSE

Section 1.

- A. It is the intent of the City and the Union that this Agreement comply with applicable legal statutes. If it is determined by a court of last resort that any provision of this Agreement is in conflict with the law, such a decision shall not affect the validity of the remaining provisions of this Agreement.

- B. If any of these provisions are to be found in conflict with the law, the City and the Union will meet within fourteen (14) days of such decision for the purpose of negotiating a lawful alternative provision.

ARTICLE XXX
NEGOTIATIONS AND DISPUTE SETTLEMENT PROCEDURES

Section 1.

Pursuant to Ohio Revised Code 4117.14(E), the parties do hereby agree to the following as their Mutually-Agreed Alternate Dispute Settlement Procedure in lieu of the statutory structure for dispute settlement set forth in Chapter 4117 of the Ohio Revised Code:

The parties agree that should impasse be reached during their current negotiations, the parties shall jointly submit all unresolved issues to mediation with the Federal Mediation and Conciliation Service (FMCS). The parties agree that aforementioned mediation process will constitute their exclusive dispute settlement procedure.

- A. Request for Meetings. Upon receipt of a written request to schedule a meeting for the purpose of beginning negotiations, the party receiving such notice will have ten (10) days to reply to the request. Within twenty (20) days of the date of the request to schedule a meeting, the parties shall establish the first date for negotiations. The initial request shall be made not more than ninety (90) days, or less than sixty (60) days, prior to contract termination date. All days referred to in this section shall be calendar days.
- B. Meetings. The parties shall meet at mutually agreed upon times and places. Negotiations shall be conducted in a manner which will minimize interference with the Employee's required work schedules. The anticipated length of meetings shall be established at the negotiations first meeting. All meetings shall be held in closed session.
- C. Submission of Issues. All issues submitted for negotiations by the Union shall be made in written proposals at the first meeting, and the Employer shall submit its written proposal to the Union no later than the second meeting. No new issues shall be submitted by either party following the initial presentation of proposals, unless same is agreed to by both parties.
- D. Negotiating Teams. The Employer, or the designated representatives of the Employer, will meet with representatives designated by the Union for the purpose of discussing and reaching agreement. Each team shall have not more than four (4) members, not including the representative from AFSCME, Ohio Council 8. While no agreement shall be final without ratification by the Union and adoption of the Employer, the negotiating teams will have the authority to make proposals, consider proposals, and make tentative agreements.
- E. Exchange of Information. Prior to and during the period of negotiations or impasse, the Employer and the Union agree to provide to each other relevant data supporting information concerning the issue or issues under consideration.
- F. Caucus. Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.
- G. Item Agreement. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator for each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to final ratification by the Union and adoption by the Employer.

- H. Intent to Recommend. Prior to the negotiated Agreement being presented to the Association and to the Employer, each member of the respective negotiating teams shall pledge to recommend adoption of the tentative agreement.
- I. Agreement. When an agreement is reached through negotiations, the tentative agreement shall be reduced to writing. Both parties shall review the agreement together to determine the accuracy of the transcript. If the agreement is then in proper form, it shall be submitted to the Union for ratification and adoption. No later than the next regular meeting of the Ashtabula City Council for the Employer, the Agreement shall be submitted to Council for approval and become part of the official Council minutes and binding on both parties. Said Agreement shall be signed by the Union President and the Union's chief negotiator. The City Manager and the Employer's chief negotiator will sign on behalf of the Employer.
- J. Dispute Settlement Procedure. The parties agree to discuss all issues in good faith in an effort to resolve them within sixty (60) days of the onset of the first negotiation session. When the parties reach impasse, the parties shall jointly submit all unresolved issues to mediation with the Federal Mediation and Conciliation Service (FMCS). The parties further agree if mediation is not successful, they will submit all unresolved issues to an arbitrator to be selected by the parties. The parties agree that the aforementioned mediation process will constitute their exclusive dispute settlement procedure.

The parties hereby agree to waive the right to utilize any other dispute resolution procedure, including those enumerated in Chapter 4117 of the Ohio Revised Code.

All disputes arising out of negotiation and this labor union contract shall be resolved in accordance with ARTICLE XXX, Section 1. J. aforementioned.

- K. News Releases. Negotiating meetings will be closed to the press and public. No news releases concerning negotiations will be given to the media or public by either party unless the parties have utilized the dispute settlement procedure established by this agreement, and have been unable to reach agreement through mediation. Any party intending to make a news release shall provide the other party with a copy of the release at least twenty-four (24) hours prior to publication of the news release.

ARTICLE XXXI
SUPERVISORS

Section 1.

- A. Supervisors shall not be members of the bargaining unit.
- B. A Supervisor is any individual who has the authority in the interest of the public employer to effectively recommend to the employer the hiring, transfer, suspension, recall, promotion, discharge, and discipline of other public employees; to responsibility assign and direct; and to adjust their grievances.
- C. The following are to be considered to be Supervisors for the purpose of this article.

All Department Heads, including but not limited to the:
 Director of Planning and Development
 Superintendent of Public Works
 Superintendent or Supervisor of Traffic Control
 Superintendent or Supervisor of Sanitation
 Superintendent of Water Pollution Control
 Deputy Auditor and Deputy Treasurer
 All Assistant Superintendents

City Engineer
Master Mechanic
Director of Parks and Recreation

ARTICLE XXXII
MISCELLANEOUS PROVISIONS

Section 1.

- A. Effective May 1, 2009, each bargaining unit employee shall receive, in addition to his or her base pay, longevity pay on an annual basis as follows:

Each employee with five (5) or more years of service will receive eighty dollars (\$80.00) per year. Example: Six (6) years of service = \$480.00; ten (10) years of service = \$800.00.

Payment of longevity shall be made in the first pay of November of each calendar year.

Upon retirement or death, an employee or the employee's beneficiary shall receive a lump sum payment of their prorated longevity.

- B. It is agreed that effective January 1, 2013, the bargaining unit members shall receive a clothing allowance in the amount of \$350.00 per year and adhere to a dress code/uniform policy. This allowance shall be paid before the end of February of each year; provided that persons who have given notice of retirement shall not receive a clothing allowance for the year of retirement.

A dress code/uniform policy will be created by Management and the Union on or before September 30, 2012. If an agreement to the terms of the dress code/uniform policy cannot be reached, the clothing allowance will be \$200.00 effective January 1, 2013 and thereafter.

- C. Employees covered under this collective bargaining agreement as of April 30, 2012, shall receive the following pay increases;

5/1/2012 – 1%
5/1/2013 – 2%
5/1/2014 – 2%

Pay rates for new hires: all pay rates, pay grades and pay scales for persons hired by the City on or after May 1, 2012, shall be reduced by ten per cent (10%) from the levels set forth in the collective bargaining agreement last in effect prior to May 1, 2012. It is provided, however, that the reduction set forth herein shall not reduce a wage or pay rate below the minimum wage established by state or federal law. This provision shall not affect persons with a hire date before May 1, 2012, unless such person's employment relationship with the City ceases for a period of one year or more and is then re-hired, in which case said person shall be on the post-May 1, 2012, pay rates, grades and scales. The parties agree that a rehire of a retired employee will be at a pay rate negotiated between the City and the retired-rehired employee without reference to any pay rate or scale.

- D. Effective October 1, 2012, the City will continue to pay the employer's share of the State-required PERS contribution, and shall also pay (pickup) five per cent (5%) of the employee's share. All prior or other pickup programs are replaced by this provision.
- E. Employees in the Sanitation Department shall annually receive uniforms (2 shirts, 2 pants, 1 hat) if employee is working on a garbage pickup or outdoors.
- F. Residency: Employees may live anywhere within the boundaries of Ashtabula County or any

adjoining and contiguous County in the State of Ohio. Each employee shall establish such residency not later than sixty (60) days after employment.

- G. The City will pay the cost of the original and all renewals of the required Commercial Drivers License. This includes all required endorsements.

The City will also pay for Commercial Drivers License drug testing costs per implementation of the City's Drug and Alcohol Program.

- H. In the event an employee, who is required to possess a CDL, is unable to pass the CDL examination, he may exercise his/her seniority by bumping into a job for which he/she is qualified first within his/her department then City-wide.
- I. Sick Bonus - Effective January 1, 2013, and in each year thereafter, employees will be paid the following incentive pay for non-use of sick leave during the period of July 1 of the preceding year through June 30 of the year in which the incentive is paid:

Hours Used	Incentive Pay
0 -16	\$300
17 - 32	\$200

Payment shall be made with the first full pay period in July.

Section 2.

- A. Heavy Equipment Operators shall be described as follows:

Heavy Equipment Operator Class A
Heavy Equipment Operator Class B

- B. Definition:

Class (A) CDL - Any combination of vehicles with a gross combination of weight rating of 26,001 lbs. or more provided the GVWR of the vehicle(s) being towed is in excess of 10,000 lbs.

Class (B) CDL - Any single vehicle with GVWR of 26,001 lbs. or more, or any other such vehicle towing a vehicle not in excess of 10,000 lbs. GVWR.

- C. Equipment Designation Listed By Departments. The City and the Union shall meet in June of every year to review and update Equipment .

Designation List. The City and the Union shall mutually agree upon all changes.

Departments:

Sanitation	Heavy Equipment Class A:	Semi and Trailer
	Heavy Equipment Class B:	All Garbage Trucks 1 1/2 Ton Flat Bed (With plow, when in use) Loader
	Light Equipment:	1 1/2 Ton Flat Bed
Traffic	Heavy Equipment Class B:	Bucket Truck Large Line Painter Backhoe
	Light Equipment:	Pickup Truck

	Labor Equipment:	Hand Line Painter
Public Works	Heavy Equipment Class B:	Asphalt Machine Grader Loader Tar Wagon Plow Trucks Sweeper Sewer Jet Roller Backhoe Paint Machine Driver Operator Leaf Vacuum Operator
	Light Equipment:	Pickup Truck Salt Truck Dump Truck
	Labor Equipment:	Air Hammer & Compressor
Parks & Recreation	Heavy Equipment Class B:	Bucket Truck Stump Cutter Bombardier
	Light Equipment:	John Deere 301's Chipper One Ton Truck International Tractor 30HP Tractor Snow Blower Lawn Mower over 20 HP
	Labor Equipment:	Chain Saw Push Lawn Mower Weed Eaters Push Snow Blower
Water Pollution	Heavy Equipment Class B:	Tandem Truck
	Labor Equipment:	Lawn Mower 12HP & 14HP

Heavy Equipment classification and Light Equipment classification changes shall be effective the date this agreement is executed.

During the term of this Agreement, should the City propose to sell, lease or otherwise dispose of any operation of the City which impacts upon bargaining unit jobs or duties of bargaining unit employees, the City shall provide a minimum of thirty (30) days notice to the Union and provide an opportunity for the Union to meet and discuss over the effects of issues.

ARTICLE XXXIII
BARGAINING UNIT

Section 1. Classifications Appendix A

- A. The bargaining unit shall consist of all service maintenance employees working for the City of Ashtabula. The bargaining unit shall consist of the classifications listed in Appendix "A" of the Agreement.

Section 2. Exclusions

- A. The classifications of Assistant Superintendent, Superintendent, Director of City Services, Board of Health employees with the exception of the (Registrar/Clerk), Municipal Court employees, Executive Secretary to the City Manager, Executive Secretary to the City Solicitor and Deputy Clerk of Council are excluded from the bargaining unit.

ARTICLE XXXIV
TEMPORARY EMPLOYEES

- A. The City may hire temporary employees but whose individual employment may not exceed 120 calendar days. In the event a single temporary employee works the 121st day, the job will immediately be considered a vacancy in the bargaining unit, and it will be posted and filled according to Article XII. The temporary employee filling the position will then be considered as a new employee with no seniority rights. Temporary employees working in the bargaining unit will earn the then-prevailing State minimum wage plus \$2.00 per hour and will have no benefits.

Management shall give the Union prior notice of any temporary positions it intends to post including the approximate time period of intended hire.

- B. The City agrees not to hire temporary employees to avoid filling full time bargaining unit vacancies. If issue is not settled at the Mediation step, it may be moved to Arbitration.

ARTICLE XXXV
EDUCATION ALLOWANCE

Section 1.

- A. Employees wishing to further their education by taking job-related training which is not required by the Employer may be reimbursed by the Employer for the cost of tuition, books and course materials on the following conditions:
1. Prior approval is received from the City.
 2. The course is successfully completed with a grade equivalent to a C or better.
 3. Reimbursement will be made upon presentation of paid invoices for reimbursable items.
- B. Education leaves of absence up to three months may be granted to employees included in the bargaining unit for the purpose of education, training or specialized experience which would be of benefit to the employee's work performance. Upon completion of such leave of absence, the employee shall be returned to the level of seniority and position he or she formerly held.

ARTICLE XXXVI
INSURANCE DISCUSSIONS 1995

Section 1.

It is mutually agreed by the parties to this contract that the City and the Union shall discuss only the following issues relative to insurance thirty (30) days before the specifications are prepared for the City's bid packages in 1995.

- A. Hospitalization that does not fall under the Blue Shield (Major Medical) portion of insurance:

Employees can choose a Super Blue Network Hospital at 100% high level coverage; other than network hospitals 80/20 co-pay.

- B. Upon retirement employees may continue to pay premiums for the term life insurance policy in the amount of Twenty-Five Thousand Dollars (\$25,000) coverage at the city's current premium rate.

ARTICLE XXXVII
PERSONNEL FILES

Section 1.

- A. The Employer shall maintain an official file on every employee within the bargaining unit. On appropriate request by an employee, properly identified, the employee shall be permitted to examine his official file at any reasonable time in the presence of a representative of Employer.
- B. Any material in the employee's file which may adversely affect the employee's performance evaluation or job classification shall not be used against him after four (4) years from the date of any disciplinary actions final disposition. All discipline material shall be removed from the employee's personnel file after four (4) years from the date of any disciplinary action's final disposition.

ARTICLE XXXVIII
MANAGEMENT RIGHTS

Section 1.

It is agreed that the Employer reserves the customary rights, privileges or authority of Management, including but not limited to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force; and,
9. Take action to carry out the mission of the public employer as a governmental unit.

ARTICLE XXXIX
AFSCME P.E.O.P.L.E.

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

ARTICLE XXXX
DRUG AND ALCOHOL POLICY
AFSCME LOCAL 1197 LICENSED CDL EMPLOYEES

SECTION 1. PURPOSE OF POLICY

The City and Union recognize illegal drug usage as a threat to the public welfare and the employees of the department. Thus, the City will take the necessary steps, including drug testing, to eliminate illegal drug usage. It is the goal of this policy to prevent and rehabilitate rather than terminate the employment of workers who are abusing drugs or alcohol.

The provisions of this article are intended to comply with the Omnibus transportation Act of 1991 and relevant U.S. Department of Transportation Regulations and applies to all safety sensitive employees as outlined in Federal Highway Regulations (49 CFR Parts 382, 391, 392, 395). These regulations apply to every person who operates a commercial motor vehicle (CMV) in interstate or intrastate commerce and who is subject to commercial drivers license (CDL) requirements. A CVM is a vehicle that weighs over 26,000 thousand pounds, has a gross combination weight over 26,000 thousand pounds inclusive of a towed unit with a gross weight of over 10,000 pounds, is designed to transport 16 or more passengers, or is used to transport hazardous materials. Such safety sensitive employees are subject to random, post-accident, reasonable suspicion, return to duty testing as outlined below. Certain provisions of this policy (i.e.. reasonable suspicion, post accident return to duty and follow-up testing) shall apply to all employees.

The City of Ashtabula will attempt to deter alcohol and drug abuse by:

1. Prevention through education;
2. Detection through testing;
3. Assistance when appropriate;
4. Rehabilitation when appropriate; and
5. Disciplinary action when appropriate.

SECTION 2. INFORMING EMPLOYEES ABOUT DRUG TESTING

All employees will be fully informed of the City's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer shall inform the employees of how the tests are conducted, how well the tests perform, when the tests will be conducted, what the tests can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested until this information is provided to him.

SECTION 3. PROHIBITED ACTIVITIES

The City of Ashtabula expressly prohibits its employees, while working or while driving a City vehicle, or while driving any other vehicle on City's working hours:

Being under the influence of alcohol, an intoxicant, a legal drug (an over-the-counter medication) or an illegal drug or narcotic. Doctor prescribed medications are exempt from this section; Having, possessing, selling, giving or circulating drugs or sources of drugs, intoxicants, illegal drugs or narcotics to other employees or to anyone else; Using or possessing alcohol without authorization; or Having illegal drugs or their metabolites in their system.

"Legal or Illegal drug" or "drugs" includes, but is not limited to, any of the following substances: Marijuana; Cocaine; Opiates; Phencyclidine (PCP), and Amphetamines. The City of Ashtabula drug tests check for all of the above.

SECTION 4. TESTING OCCASIONSSECTION

All prospective employees or current employees will be tested for alcohol and/or drugs in the following circumstances:

1. **PRE-EMPLOYMENT** - All applicants who have been extended a formal offer of full-time or part-time employment will be required to submit a urine specimen for analysis. Any applicant who has a confirmed positive, or has, or engages in any activity listed under Section 3, will have the offer of employment withdrawn.
2. **RANDOM TESTING** - A scientifically valid method shall be used to randomly select employees for testing. Such testing for drugs and alcohol shall be conducted when (1) the employee is performing a safety sensitive function, (2) just before the employee is to perform a safety sensitive function or (3) just after the employee has ceased performing such functions. An employee selected for random testing must proceed immediately to the testing site. Commencing January 1, 2000, twenty-five per cent (25%) of fifty per cent (50%) of all affected employees shall be tested for alcohol and fifty per cent (50%) of all affected employees shall be tested for drugs in each calendar year.
3. **FOR CAUSE** - Employees who exhibit specific, objective, clearly identifiable and well documented behavior and/or through reliable report which lead the City Manager or his representative to form a reasonable suspicion of the individual employee's substance abuse (such as slurred speech, disorientation, falling asleep, other performance impairing characteristics or any other action, such as a pattern of property damage and/or information provided by a reliable, credible source) may be tested for substance abuse. In addition to a drug test, a blood test may also be utilized to test for blood/alcohol levels.
4. **POST ACCIDENT** - Any employee who is involved in an accident in which injury to self or injury to another or a vehicular accident (in an occupied or moving vehicle) shall be tested for drug abuse using the general drug-testing procedures and may be tested for alcohol impairment or intoxication, utilizing a blood-alcohol test. The vehicular portion of this policy shall apply to accidents which occur during the use of a City's vehicle at any time, or a personal vehicle or a rental vehicle used on City's time. This policy may be suspended on a case-by-case basis for vehicle accidents, of (a) in the City Manager's written opinion; the accident is immediately and beyond a shadow of a doubt determined to be non-preventable or unavoidable (and, for the purpose of post-accident testing, rear-end accidents are not automatically presumed to be "unavoidable" or "non-preventable") or, (b) if the cost of testing, on balance, exceed the value of the vehicle. A drug test shall be used, a blood test may also be used.
5. **ON A RANDOM BASIS FOLLOWING REHABILITATION** - Random testing up to six (6) times per year will be used for post-rehabilitation follow-up of all employees who have attended a substance-abuse rehabilitation program for a period of up to two years after successful completion of the program.

SECTION 5. DISCIPLINE

The first time an employee tests positive for drugs or alcohol, he will be given the option of participating in a rehabilitation program. Employees who do not choose the option of rehabilitation will be discharged. An employee who tests positive for drugs or alcohol a second time, within a two (2) year period, will be terminated.

Further, any employee who fails to report to a designated collection site, refuses to provide a specimen at the collection site, intentionally fails to provide a sufficient quantity of urine (at least 60 milliliters), or tampers, adulterates or substitutes urine samples will be terminated.

SECTION 6. APPEAL

An employee who believes his test results are erroneous may appeal as provided by Union Contract. An employee, after receiving a confirmed positive test result, may elect to have the original sample re-tested at his own expense. The only issue that may be considered in the appeal is whether the test results are erroneous.

SECTION 7. APPLICABILITY

The Drug and Alcohol Testing Policies do not supersede or override the Union Agreement, or other rules and policies of the City. They are not intended to create an express or implied contract of employment between the employee and the City. Nor do these policies create any right of continuing employment for a City employee.

SECTION 8. CONSENT

Employees who work for the City will be deemed to have given their consent to cooperate in our effort to maintain a work place free from the effect of drugs and alcohol through the use and enforcement and related City policies and procedures.

SECTION 9. DRUG-FREE WORKPLACE ACT

As required by the Drug-Free Work place Act of 1989, any employee convicted of a criminal drug statute because of a work-related incident must notify the City Manager of that conviction no later than five (5) days after such conviction, provided he is still employed by the City at that time.

SECTION 10. URINE COLLECTION

Urine Collection shall be conducted in a manner which provides a high degree of security for the sample and freedom for adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biological testing of the samples shall be conducted to prevent the submission of fraudulent samples. In testing which could result in employee discipline, if the test result is positive a split sample shall be reserved for independent analysis. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered.

If, upon the event a sample is returned as dilutive, a second urine collection shall be administered the following day. In the event a second sample is returned as dilutive, a blood test will be administered.

SECTION 11. TESTING PROCEDURES

All samples shall be tested for CHEMICAL ADULTERATION, NARCOTICS, PCP, COCAINE, AMPHETAMINES AND OPIATES. The testing shall be done by a Select Laboratory and the following standards shall be used.

DRUG TESTING STANDARDS

DRUG	INITIAL TEST LEVEL
Marijuana Metabolites	50 ng/ml
Cocaine Metabolites	300 ng/ml
Opiate Metabolites	300 ng/ml*
Phencyclidine (PCP)	25 ng/ml
Amphetamines	1,000 ng/ml

*25 ng/ml if immunoassay specific for free morphine

All samples tested will first be screened using an EMIT test or its equivalent. If, on the initial screening, the sample tests positive, it will be verified using a gas chromatography/mass spectrometry (GC-MS) or its equivalent. A drug test shall be considered positive in accordance with the regulations of the National Institute on Drug Abuse. A blood-alcohol test shall be considered positive if the blood-alcohol level equals or exceeds .05 percent.

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. No records of unconfirmed positive tests shall be released or retained by the laboratory.

All results shall be evaluated by a suitable trained occupational physician or occupational nurse prior to being reported.

Test results shall be treated with the same confidentiality as other employee medical records.

IMPLEMENTATION AND EFFECTIVE DATE

These policies will be effective as soon as they are explained to you by the City Manager or his representative and are posted.

EMPLOYEE BENEFITS

The City of Ashtabula has benefits available for employees who require drug or alcohol rehabilitation. Please refer to your Group Program.

AVAILABILITY OF TEST RESULTS

Any person who has been tested may obtain, by written request to the City a copy of all records maintained of that person's positive confirmatory test results and may submit written information explaining any such results.

SECTION 12. CONFIDENTIALITY

Test results will be kept confidential and will only be released to the City Manager, to those employees of the City with a reasonable business-need to know, as required by a Court of Law, or as authorized by the applicant.

SECTION 13. THE RIGHT TO CHANGE POLICY

The policies as set forth herein may be changed by the City with consent from the Union from time to time and at any time. Any new policy will be effective as of the day it is posted. No manager, supervisor or other employee has the authority to enter into any agreement contrary to, or in conflict with, the policies.

SECTION 14. DUTY ASSIGNMENT

No employee shall be demoted or transferred on the basis of one test result although the employee shall be re-evaluated for his duty assignment. When undergoing treatment and evaluation employees shall receive the usual compensation and fringe benefits provided at their assigned position.

SECTION 15. DUTY ASSIGNMENT AFTER TREATMENTSECTION

Once an employee successfully completes rehabilitation, he shall be returned to his regular duty assignment. Employee reassignment during treatment shall be based on each individual circumstance. If follow-up care is prescribed after treatment, this may be a condition of employment. Once treatment and any follow-up care is completed, and the end of two (2) years the records of treatment and positive drug test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record.

SECTION 16. RIGHT OF UNION PARTICIPATIONSECTION

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

SECTION 17. UNION HELD HARMLESS

This drug testing program is solely initiated at the behest of the employer. The City of Ashtabula shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement related to drug testing. The Union shall be held harmless for the violation or any worker rights arising from the administration of the drug testing program.

SECTION 18. CONFLICT WITH OTHER LAWS

This article is in no way intended to supersede or waive an employee's federal or state constitutional rights.

ARTICLE XXXXI TRANSITIONAL WORK POLICY

A. PURPOSE

This policy defines the Company's Transitional Work Program (TWP) for employees who are injured on the job.

B. POLICY/MISSION STATEMENT

It is the policy of the City of Ashtabula to effectively manage workers' compensation losses and invoke cost containment measures for workers compensation while maintaining the safe working status of our employees.

The aim of this program is to provide employment after the onset of a work or non-work related injury, accident, or illness; allowing for the reasonable accommodation of restrictions as established by the treating physician.

Our goal is to return all employees to their original employment positions within the time frame of the program.

C. ELIGIBILITY AND ENTRY GUIDELINES

The TWP is available to any employee who sustains a work-related or non-work related injury, occupational disease or illness that is likely to result in lost time from the job. Non-work related injured employees will be considered on a case-by-case basis. Each transitional work assignment will be treated independently of others. The injured worker must return to his/her regular full duty assignment, his/her original job with permanent modifications or another targeted job by the end of the transitional work assignment. The program will be offered work when work is available in the appropriate bargaining unit. Employees who are expected to have a temporary period of job performance limitations (defined as a limitation that is anticipated to last no more than 60 calendar days) will be considered for participation in the program. Employees must also meet all of the following criteria:

1. The employee must have had an injury, accident, illness or a reoccurrence/ exacerbation of a pre-existing condition;
2. Has been released by the physician of record to participate in a TWP at a minimum of four hours per day, five days per week with documented increases up to eight hours per day by the 45th calendar day of participation in the program. The Fire Department eligibility requirements will be a minimum of a twenty hours per a seven day work week with documented increases to forty hours within 45 calendar days; and
3. Has the potential of returning to his/her original job, original job with permanent modifications, or another targeted job that may be identified and performing the essential job functions after recovery.
- 4.

D. DEFINITIONS

1. Transitional Work Program (TWP): Temporary work assignment within the injured employee's current restrictions per the treating physician's instructions with the goal of returning the employee to full time employment.
2. Temporary Period of Work Restriction: A work restriction that is anticipated to last no longer than 60 calendar days.
3. Physician of Record (POR): The physician who is treating the injured employee.
4. Managed Care Organization (MCO): CareWorks is the Company's MCO that is responsible for the medical management of a worker's compensation claim. As part of this medical management process, CareWorks is responsible for securing return to work restrictions, full duty release to return to work, and ensuring that the injured employee is not having trouble with his/her return to work. Additionally, CareWorks is responsible for the authorization of any medical treatment and payment of the subsequent bills, in workers' compensation claims.
5. Initial Treating Provider (ITP): The Company's designated medical provider who initially treats the injured employee.
6. Transitional Work Committee (TWC): Monitors the transitional work participants to identify modified duty work tasks, to ensure that the policy is adjusted, as the Company's needs change, to provide dispute resolution, to assist with program evaluation, and to educate the Company about the program. The TWC will meet annually to review the TWP. The members of the Committee are identified in Attachment A.
7. Transitional Work Team (TWT): Monitors the progress of the injured employee who participates in the program with the goal of decreasing the restrictions and increasing work tasks to full duty. The TWT may be made up of the following individuals:
 - a. Injured employee
 - b. Return to Work (RTW) Coordinator
 - c. Immediate Supervisor
 - d. Physician of Record (POR)
 - e. Managed Care Organization (MCO) or Insurance Company
 - f. Field Case Manager
 - g. On-Site Therapist

- h. Third Party Administrator (TPA)
 - i. Bureau of Workers' Compensation (BWC)
8. Third Party Administrator (TPA): Employer representative that ensures the best interests of the employer are met. This may include representation at workers' compensation hearings, advice on cost savings, and rate verification.
 9. Bureau of Workers' Compensation (BWC): Administers Ohio's insurance system for employees who are injured on the job or who contract a disease through their occupation.

E. RESPONSIBILITIES

The Transitional Work Team is key to ensuring that the injured employee returns to full duty by monitoring and progressing each employee that participates. Communication will be done on an as needed basis.

1. Injured Employee: Responsible for maintaining regular, consistent attendance during the program. The employee must perform only those work tasks identified by the supervisor, therapist or the POR as part of the TWP, while observing safe work practices. The employee must provide the immediate supervisor and/or RTW Coordinator with the First Report of Injury (FROI), MEDCO 14 form (Attachment B) to participate in the TWP, and any restrictions the same day or one day after seeing an initial Treating Provider (ITP). The employee will complete all TWP agreement forms that will be provided by the RTW Coordinator. The forms include the following:
 - a. Transitional Work Program (TWP) Participation Agreement (Attachment C)
 - b. TWP Employee's Rights and Responsibilities (Attachment D)
2. Return to Work Coordinator (Carolyn Sheldon): Facilitates all case management activity. She will be responsible for providing the injured employee with an injury packet and Job Analysis/Description (if applicable) to be taken to the physician and returned. She is responsible for reviewing all forms to ensure that they are fully and accurately completed by the appropriate individual(s). She will forward the First Report of Injury (FROI) to the managed care organization (MCO) within 24 hours of the injury. She will follow up with the ITP one day after injury if the necessary paperwork has not been returned. She will inform the MCO of lost time injuries to facilitate a speedy return to work. She will inform the MCO and on-site therapist (if applicable) when a physician is not complying with the request for return to work. She will be responsible for issuing the Offer of Transitional Work Letter (Attachment G) to the injured worker (by regular and certified mail when necessary) and contacting the third party administrator (TPA) to initiate filing the appropriate form when non-compliance is an issue. She will orient all new hires to the program. She will make the necessary referral to the MCO for on-site therapist when an injured employee has returned to work with restrictions or orders for therapy. She will also inform the employee involved of the benefit options and procedure. She will initiate and maintain contact with the injured employee, third party administrator, BWC, MCO and any medical personnel involved. She will be the main employer contact for the rehabilitation professional. She will be responsible for maintaining a thorough knowledge of workers' compensation reporting procedures.

3. Immediate Supervisor: Facilitates immediate medical treatment when necessary. The supervisor will report the incident, investigate the cause and initiate corrective workplace measures. He/she will validate the job analysis and assist the RTW Coordinator with placement of the injured employee and establish Modified Work Tasks with the RTW Coordinator and on-site therapist (if applicable). He/she will be responsible for reinforcing that the employee is utilizing safe work practices and is performing only those tasks allowed in the TWP. If the employee is off of work for a period of time, the immediate supervisor will provide the employee support and encouragement. He/she will monitor the employee's progress and coordinate the return to work date with the RTW Coordinator.
4. Physician of Record (POR) & Initial Treating Provider (ITP) (Center for Corporate Health at APMC): Responsible for providing restrictions for work and indicating whether the employee will be able to return to full duty within the policy's limit. The medical provider will provide work restrictions to the employer no later than 24 hours after the initial visit.
5. Managed Care Organization (MCO) (CareWorks): Responsible for the medical management of workers' compensation claims. Will assist in obtaining the restrictions and prescriptions as needed. CareWorks will monitor the claims to ensure that the injured worker is receiving appropriate medical care. CareWorks may provide assistance and strategies for handling difficult claims. They will assist in providing history of past claims and accidents to spot trends. The CareWorks representative may recommend physicians, rehabilitation consultants, and other outside support.
6. Field Case Management Services (VocWorks): Assist with case management services for Remain At Work ("medical only" claims who are having difficulties remaining at work) or employees in need of a Transitional Work Plan. The case manager may, if requested by the employer, receive approval and restrictions from the POR and write a return to work program which incorporates all of the elements necessary to implement and insure success of the TWP. If a field case manager is requested, he/she will also coordinate the communication between parties involved in the TWP.
7. On-Site Therapist (Voc/Works): The on-site therapist will perform any therapeutic exercises and/or modalities, progress work tasks as appropriate, in addition to education in job modification, body mechanics, and pacing techniques. Functional capacity evaluation and job analysis will be performed as needed. The on-site therapist will provide written communication on a weekly basis with all parties involved in the TWP and verbally with the employer on each visit.
8. Third Party Administrator (TPA) (Integrated Consulting Services): Ensures that the employer is taking appropriate measures to protect themselves from future workers' compensation liability. The TPA will advise the employer of the financial risk should the injured worker not return to work. Recommendations may be made by the TPA to assist the employer in reducing the risk of worker's compensation reserves that can be set on lost time claims. The TPA will make sure that the employer has all necessary paperwork completed and available to the TPA in the event that a hearing is scheduled.
9. Bureau of Workers Compensation (BWC): Responsible for making the initial determinations on the compensability of claims, to process claims, and to refer claims to the Industrial Commission for hearing. BWC recommends premium rates, collects and invests premiums, disperses money to pay compensation, medical and other benefits to the injured workers, maintains accounts, and conducts audits. BWC oversees the Division of Safety and Hygiene, whose primary duty is to educate employers in creating a safe work environment.

F. PROCEDURES

1. The injured employee will be advised that the City of Ashtabula has established a Transitional Work Program. The POR, if now aware, should be provided with the job analysis. The employee will be made aware that the work assignments are made with feedback from his/her physician (i.e. worker restrictions). The employee will complete the Participation Agreement (Attachment C) that identifies the restrictions and given the employee's Rights and Responsibilities form (Attachment D). This agreement is signed by the employee, supervisor, and the RTW Coordinator. The supervisor and RTW Coordinator will maintain contact with the injured employee, co-workers, and support services (if applicable) to ensure good communication and positive reinforcement. An emphasis should be made of the temporary aspect as well as the dynamic nature of the position and review the employee's progress at regular intervals.
2. The immediate supervisor, working with the employee, the RTW Coordinator, and on-site therapist (if applicable) will identify assignments that may be accomplished while the injured employee has restrictions. In constructing a TW assignment, the following will be considered:
 - a. The focus is on the employee's current skills rather than the task he/she cannot perform.
 - b. The value of the alternative work to the total work unit and to other employees will be considered, providing transitional work will be a meaningful assignment.
 - c. Task selection should include tasks not being done by others at the present time, jobs that are only done occasionally, tasks not being performed that, if assigned to someone on transitional work duty, would allow co-workers time to accomplish additional work assignments.
 - d. Whenever possible, the injured employee should perform components of the original job or some other targeted job within his/her current physical abilities and restrictions as listed by the physician of record.
3. All injured employees in the TWP will comply with all personnel policies, procedures, and safe work practices. Employees are required to follow all injury reporting policies and procedures.
4. Procedures to follow when returning an injured employee back to work through the TWP:
 - a. If the injured employee, POR and/or ITP do not return the MEDO14 (Attachment B), or Prescription for TWP (Attachment I), the RTW Coordinator contacts the POR. If the POR does not respond, the RTW Coordinator contacts CareWorks for assistance.
 - b. If the injured employee has been given restrictions, the immediate supervisor and the RTW Coordinator identify work accommodations and initiate the TWP. The Modified Work Tasks form (Attachment E) may be utilized to identify accommodations.
 - c. If the POR and/or ITP have released the injured employee to return to work utilizing an onsite occupational/physical therapist, a C9 will be forwarded to CareWorks. The immediate supervisor, RTW Coordinator and the onsite therapist will identify work accommodations and initiate the TWP. The Modified Work Tasks (Attachment E) may be utilized to identify accommodations.
 - d. If the injured employee has been given a prescription for physical/ occupational therapy, the RTW Coordinator contacts CareWorks for a VocWorks onsite therapy referral.

- e. If the employee loses more than 7 consecutive days, CareWorks will continue case management services to assist in the return to work. The case manager will contact the medical provider again and request the appropriate return to work documents. Once the documents are received, the employer will send the employee a certified letter advising him/her of the return to work date with a copy of the restrictions enclosed and the TWP will begin. If the physician does not feel that the employee is able to return to full duty work within the time frame established (per CareWorks - DODM guidelines, (if applicable) for the particular injury, CareWorks will refer the injured worker to vocational services, if the case qualifies according to BWC standards.
 - f. If the employee misses 7 or fewer days of work and the claim is considered medical only by the BWC, the claim can be considered for a Remain at Work (RAW) referral. A RAW referral may be made by CareWorks or the POR and must meet the criteria established by the BWC. A VocWorks case manager will be assigned to the claim and they will assist the employee in maintaining a working status.
 - g. Once the POR has released the employee to full duty or the TWP have been closed for another reason (lack of progress, medical instability, non-compliance, etc.), the RTW Coordinator completes the Transitional Work Completion/Closure form (Attachment F).
5. The employee will be paid at his/her normal rate of pay for the hours worked while participating in the TWP. The employee will be considered in an active pay status for the purpose of contractual pay increases. The employer may be eligible for an incentive program (compensating an employer for a loss in productivity and hours worked) through the BWC.
 6. If an employee refuses to participate in the TWP, the RTW Coordinator and/or TW Committee will follow up with the employee to determine his/her reasons for not participating. After determining the reasons, the employee is given the option of going through the dispute resolution process. Depending upon the outcome of the dispute resolution process, the BWC Claim Service Specialist and/or TPA may be notified of the employee's refusal to participate.
 7. At the completion of the TWP, the employee will be given a copy of the TWP Completion/Closure (Attachment F1) and the Interview Form (Attachment F2) to complete. The supervisor will be given a copy of the Interview Form (Attachment F3) to complete.
 8. If ADA Compliance has become an issue, the Company will contact their TPA and/or legal counsel.

G. LIMITATIONS

1. The duration of each TWP assignment is based on medical need. Continuation of individual programs will require ongoing documentation of medical necessity. All participants will have their case reviewed by the Transitional Work Team/Committee on an as needed basis. If an onsite physical/occupational therapist is involved, the case will be reviewed weekly.

2. All TWP assignments will have a maximum duration of 60 days. The program period will begin with the date of release to limited or restricted work established by the POR with a minimum of four hours, five days per week with documented increases up to eight hours per day by the 45th day of participation in the program. The Fire Department eligibility requirements will be a minimum of twenty hours per a seven day work week with documented increases to forty hours within 45 days; and will end upon the removal of the restrictions or at the end of the 60 day period, whichever occurs first.
3. Exit Closure Criteria: The TWP may be closed if the employee no longer meets the necessary requirements (medical instability, lack of progress, non-compliance, etc.). The TWP may also be closed if employer is no longer able to meet accommodations. The TW assignment may be extended beyond 60 days depending upon the circumstances of individual cases as determined by the management.
4. Extensions beyond the 60-day time frame will be handled on an individual basis. Time frame is dependent upon medical necessity and progress. Decisions regarding extension time frames will be determined by management.

H. CONFIDENTIALITY

1. All information discussed by the TW Committee/Team regarding the specific injured worker will be held confidential and not disclosed to anyone other than those with a legitimate need to know.

I. ADMINISTRATION

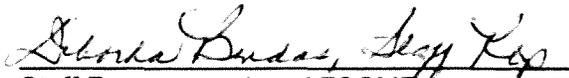
1. Misuse: An employee who misuses this benefit by not following specified procedures, falsifying records, or the like, is subject to discipline, up to an including discharge.
2. Disagreements: Disagreements arising out of this policy are to be discussed by the employee and the supervisor. If not resolved, the employee will follow the dispute resolution as outlined by union contract.
3. Program Evaluation: The City will use a spreadsheet to track claim costs and the number of transitional workdays. The City will also have each TW participant and supervisor complete the Interview Form (Attachment F2 and F3 respectively) at the completion of his/her program). The RTW Coordinator will be responsible for maintaining the spreadsheet and having each participant complete the form. The TW Committee will review the program annually with assistance from the TW Developer. Program improvement and modifications to the TW, if applicable, will be made annually. This information will be shared with management, supervisors and employees annually.
4. Education/Training: The RTW Coordinator will be responsible for education to all new employees at orientation with regards to the TWP. Annual review will also be provided to all employees by the RTW Coordinator. The TW Developer and/or CareWorks Account Executive will provide management and supervisors with the initial training. The employees will be sent an informational letter informing them that the TW program has been implemented. The City has been supplied with handout material to educate/train employees as well as supervisors/ management. A check stuffer has also been supplied to the City that will assist with new hire training.

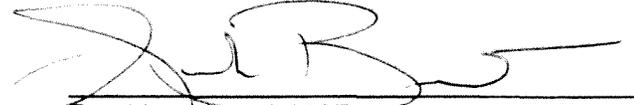
ARTICLE XXXII
DURATION

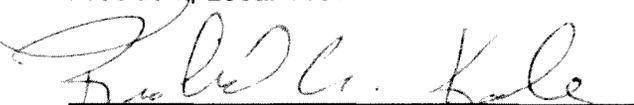
Section 1.

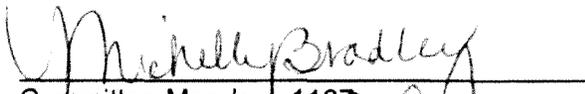
A. This Agreement shall become effective May 1, 2012 and shall remain in effect until **April 30, 2015.**

FOR THE UNION:


Staff Representative, AFSCME
Ohio Council 8, AFL-CIO


President, Local 1197


Committee Member, 1197

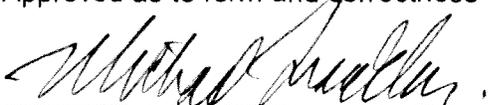

Committee Member, 1197


Committee Member, 1197

FOR THE CITY OF ASHTABULA, OHIO:


James M. Timonere, City Manager
City of Ashtabula

Approved as to form and correctness


Michael Franklin, City Solicitor
City of Ashtabula

APPENDIX "A" - ASHTABULA - LOCAL 1197
CLASSIFICATIONS

Laborer	Computer Records Clerk - Police
Garage Attendant - Light Equipment	Police Legal Reporter
Heavy Equipment Operator Class A	City Planner/Grantsman
Heavy Equipment Operator Class B	Building Supervisor
Light Equipment Operator	Building Maintenance I
Sweeper Operator (Heavy Equipment Operator)	Building Maintenance II
Auto Mechanic	Registrar/Clerk-Health Dept.- Gr 1 Ent/ 4 yr
Labor Foreman	Clerk/Typist/Switchboard
Auto Mechanic Foreman	
Sewage Treatment Plant Operator I (without license)	
Licensed Sewage Treatment Plant Operator I	
Licensed Sewage Treatment Plant Operator II	
Laboratory Technician I	
Laboratory Technician II	
Laboratory Technician III	
Solids Operator I	
Solids Operator II	
Solids Operator III	
Chemist Level I	
Chemist Level II	
Chemist Level III	
Electrician	
Assistant Director of Industrial Pre-Treatment Class III Certif.	
Maintenance Mechanic Helper	
Maintenance Mechanic (Auto)	
Maintenance Foreman (Auto)	
Tree Trimmer and Operator - Grade 1	
Tree Trimmer and Operator - Grade 2	
Tree Trimmer and Operator - Grade 3	
Tree Trimmer Foreman	
Recreation Maintenance - Grade 1	
Recreation Maintenance - Grade 2	
Recreation Maintenance - Grade 3	
Traffic Maintenance Operator - Grade 1	
Traffic Maintenance Operator - Grade 2	
Traffic Maintenance Operator - Grade 3	
Traffic Foreman	
Housing Inspector - Step 1	
Housing Inspector - Step 2	
Building Maintenance I	
Building Maintenance II	
Senior Engineering Aide	
Junior Engineering Aide	
Senior Civil Engineer	
Engineering Inspector	
Engineering Technician	
Civil Engineer	
Building Inspector building Commissioner	
Animal control Officer - full time	
Janitor	
Executive Secretary – Planning & Community Development	
Assistant Director – Planning & Community Development	
Project Administrator – Planning & Community Development	
Computer Operator/Personnel	
Accountant	
Accountant/Programmer	

APPENDIX "B" SECTION VI EMPLOYER PICK-UP

Internal Revenue law makes it possible for an employer to pay (pick-up) employees contributions for members of Public Employees Retirement System.

This is a technique that enables employers to designate employee contributions picked up by the employer as an employer contribution. The federal law states that employer contributions to a qualified pension plan are non-taxable to the employee until such time as the contributions are received as a refund or as retirement benefits.

When the designated employer picked-up contributions paid by the employer are received by Public Employees Retirement System, they are credited to the individual member's account in the same manner as if the funds had been withheld from the member directly. In the event of service termination these contributions are available for refund, along with any member paid contributions, in the usual manner. The amount of the refund payable to the member is the total amount credited to the individual's account. In addition, the member would receive a form indicating the amount of money that was refunded to him that had been designated as employer picked-up contributions. This amount is taxable in the year in which the member receives the refund. A copy of the form will also be sent to the Internal Revenue Service. Lump sum payments are eligible for favorable tax treatment such as "10-year averaging" and "rollover".

For an employee who retires, the employee's cost in the retirement contract excludes the amount of the employer-pick-up contributions. Generally, the only effect will be that the retiree will begin paying tax at an earlier date on his or her benefit.

The fringe benefit method would be used where there is an increase in salary that is to be applied as a pick-up of the retirement contribution. For example, assume that an employer grants a 5% pay increase for its employees. Also, the employer specifies that such pay increase is to be used to pick-up 5% of the employee's retirement contribution. Under these circumstances there would be no change in the employee's gross pay but instead of having 8.5% withheld for PERS, 3.5% would be withheld from the employee's earnings and the net result is a 5% increase in take-home pay. In the case of an individual receiving \$1,000 per month, the retirement deduction withheld would be \$35.00 rather than \$85.00 which was withheld before the pay increase.

Under the salary reduction technique there is no pay increase. The employing unit reduces the employee's salary by 8.5% and substitutes the reduced amount as the employee's gross pay. The employer then forwards 8.5% to the Public Employees Retirement system as the employee's contribution. In this case the employee's salary is made up of two parts; 1) a cash salary, and; 2) an employer-picked-up retirement contribution. The retirement contribution is withheld based on the combined total of these two amounts. Again, look at the example of \$1,000 a month salary. The salary would be made up of a cash salary to the individual of \$915.00 on which regular federal and state tax would be withheld and picked-up employee contribution to the retirement system of \$85.00. As a point of emphasis for the plans using the salary reduction method the following quotation from the I.R.S. private letter ruling to the State of Illinois is noted. "Accordingly, the bill provides in the case of a government pick-up plan, that the portion of the contribution, which is paid by the government, with no withholding from the employee's salary, will be treated as an employer contribution under the tax law." This statement indicates it is necessary to actually reduce salaries. It is the reduced salary which becomes the income to be reported on W-2 forms, otherwise the employees could be subjected to double taxation.

The real consequence of both methods of employer pick-up is a reduction in the current federal and state income taxes that the individual pays.

Under the fringe benefit method, a 5% pay increase means a direct 5% increase in take-home pay. This method does have a drawback since under the fringe benefit method the final average salary is not increased by the amount of the picked up contributions. Also, from an employer's standpoint, this method of a pay increase is a true 5% payroll increase because there are no additional employer payments due on the increased compensation.

To begin a pick-up plan, it is necessary that the employer establish the plan and state whether all employees or only certain classes are included. In addition, Public Employees Retirement System of Ohio requires that each employer establishing a plan secure a private letter ruling from the Internal Revenue Service that the plan meets the qualifications of Section 414(j) (2) of the Internal Revenue Code and Revenue Regulations 81-35 and 81-36. These revenue rulings establish that the following two criteria must be met: " 1) the employer must specify that the contributions, although designated as employee contributions, are being paid by the employer in lieu of contributions by the employee; and 2) the employee must not be given the option of choosing to receive the contribution amounts directly instead of having them paid by the employer to the pension plan."

To implement a pick-up plan, a department must send a copy to Public Employees Retirement System of the plan description and a copy of the private letter ruling from IRS. It is necessary that this information be sent to the retirement system so the funds may be accounted for on the proper tax basis.

APPENDIX "C" - Classification of Hourly Rates

APPENDIX "C" - ASHTABULA LOCAL NO. 1197

	Hired Prior to May 1, 2012			Hired After May 1, 2012
<i>Division of Public Works & Division of Sanitation</i>				
CLASSIFICATION	<u>05/01/12</u>	<u>05/01/13</u>	<u>05/01/14</u>	<u>05/01/12</u>
Laborer	18.3995	18.7675	19.1428	16.3956
Laborer Sanitation	18.3995	18.7675	19.1428	16.3956
Garage Attendant / Light Equipment	18.7019	19.0759	19.4575	16.6650
Heavy Equipment Operator (Class A)	20.0880	20.4898	20.8996	17.9002
Heavy Equipment Operator (Class A) Sanitation				
Semi	20.4044	20.8125	21.2287	18.1822
Heavy Equipment Operator (Class B)	19.7319	20.1265	20.5291	17.5829
Light Equipment Operator	18.7019	19.0759	19.4575	16.6650
Sweeper Operator	19.7319	20.1265	20.5291	17.5829
Auto Mechanic	20.1724	20.5758	20.9874	17.9754
Labor Foreman	21.0552	21.4763	21.9058	18.7620
Sanitation Foreman	21.0552	21.4763	21.9058	18.7620
Auto Mechanic / Foreman	21.0552	21.4763	21.9058	18.7620
<i>Division of Wastewater Treatment</i>				
CLASSIFICATION	<u>05/01/12</u>	<u>05/01/13</u>	<u>05/01/14</u>	<u>05/01/12</u>
Operator (Without Certification)	18.3352	18.7019	19.0759	16.3383
Operator I (Class I Certification)	19.9162	20.3145	20.7208	17.7471
Operator II (Class II Certification)	20.0258	20.4263	20.8348	17.8448
Operator II (Class II Certification) From Lab	21.1419	21.5647	21.9960	18.8393
Laboratory Technician (Without Certification)	18.8908	19.2686	19.6540	16.8577
Laboratory Technician I (Class I Certification)	20.6003	21.0123	21.4326	18.0003
Laboratory Technician II Class II Certification)	21.1419	21.5647	21.9960	18.8393
Chemist Level I	22.0457	22.4866	22.9363	19.6447
Chemist Level II	24.2907	24.7765	25.2720	21.6452
Chemist Level III	26.5361	27.0668	27.6082	23.6461
Maintenance Mechanic Helper	18.8490	19.2260	19.6105	16.7962
Maintenance Mechanic	20.1724	20.5758	20.9874	17.9754
Maintenance Foreman	21.0552	21.4763	21.9058	18.7620
Assistant Director / Pretreatment Program (Class III Certification)	21.1419	21.5647	21.9960	18.8393
Solids Operator (Without Certification)	18.7019	19.0759	19.4575	16.6650
Solids Operator (Class I Certification)	19.9162	20.3145	20.7208	17.7471
Solids Operator (Class II Certification)	21.1419	21.5647	21.9960	18.8393
Maintenance Electrician	20.1724	20.5758	20.9874	17.9754
Heavy Equipment Operator (Class B)	19.7319	20.1265	20.5291	17.5829
Laborer	18.3928	18.7607	19.1359	16.3896
Light Equipment Operator	18.7019	19.0759	19.4575	16.6560

APPENDIX "C" - ASHTABULA LOCAL NO. 1197

	Hired Prior to May 1, 2012			Hired After May 1, 2012
<i>Division of Parks, Recreation & Forestry</i>				
CLASSIFICATION	<u>05/01/12</u>	<u>05/01/13</u>	<u>05/01/14</u>	<u>05/01/12</u>
Tree Trimmer and Operator - Grade 1	19.7319	20.1265	20.5291	17.5829
Tree Trimmer and Operator - Grade 2	19.3196	19.7060	20.1001	17.2155
Tree Trimmer and Operator - Grade 3	18.1141	18.4764	18.8459	16.1413
Tree Trimmer Foreman	20.6142	21.0265	21.4470	18.3691
Recreation Maintenance - Grade 1	18.8784	19.2560	19.6411	16.8224
Recreation Maintenance - Grade 2	18.7019	19.0759	19.4575	16.6650
Recreation Maintenance - Grade 3	18.1141	18.4764	18.8459	16.1413
Light Equipment Operator	18.7019	19.0759	19.4575	16.6650
Laborer	18.3928	18.7607	19.1359	16.3896
<i>Division of Traffic</i>				
CLASSIFICATION	<u>05/01/12</u>	<u>05/01/13</u>	<u>05/01/14</u>	<u>05/01/12</u>
Laborer	18.3928	18.7607	19.1359	16.3896
Traffic Maintenance - Grade 1	19.7319	20.1265	20.5291	17.5829
Traffic Maintenance - Grade 2	18.8784	19.2560	19.6411	16.8224
Traffic Maintenance - Grade 3	18.1141	18.4764	18.8459	16.1413
Traffic Foreman	21.0552	21.4763	21.9058	18.7620
<i>Division of Planning & Community Development</i>				
CLASSIFICATION	<u>05/01/12</u>	<u>05/01/13</u>	<u>05/01/14</u>	<u>05/01/12</u>
Assistant Director	24.2893	24.7751	25.2706	21.6439
Project Administrator	22.2693	22.7147	23.1690	19.8439
Housing Inspector (Step 1)	21.0624	21.4836	21.9133	18.7685
Housing Inspector (Step 2)	22.0774	22.5189	22.9693	19.6729
Planner Grantsman	21.3234	21.7499	22.1849	19.0011
Building Inspector	21.7976	22.2336	22.6782	19.4236
Housing Inspector / Engineering Technician	22.7554	23.2105	23.6747	20.2771
Engineering Inspector	18.1158	18.4781	18.8477	16.1428
Engineering Technician	20.3044	20.7105	21.1247	18.0931
Senior Engineering Aide	18.1158	18.4781	18.8477	16.1428
Senior Civil Engineer	22.0958	22.5377	22.9885	19.6893
Civil Engineer	21.7976	22.2336	22.6782	19.4236
Executive Secretary	18.7541	19.1292	19.5118	16.7116
Commissioner of Buildings	22.7281	23.1827	23.6463	20.2528
<i>Division of Lands & Buildings</i>				
CLASSIFICATION	<u>05/01/12</u>	<u>05/01/13</u>	<u>05/01/14</u>	<u>05/01/12</u>
Building Foreman	21.0552	21.4763	21.9058	18.7620
Building Maintenance 1	18.7019	19.0759	19.4575	16.6650
Building Maintenance 2	19.7319	20.1265	20.5291	17.5829
Janitor	18.2172	18.5815	18.9532	16.2331
Animal Control Officer - Full Time	18.7061	19.0802	19.4618	16.6688
Animal Control Officer - Part Time	17.4258	17.7743	18.1298	15.5280

APPENDIX "C" - ASHTABULA LOCAL NO. 1197

	Hired Prior to May 1, 2012			Hired After May 1, 2012
Division of Police				
CLASSIFICATION	<u>05/01/12</u>	<u>05/01/13</u>	<u>05/01/14</u>	<u>05/01/12</u>
Police Computer Records Clerk	19.0246	19.4051	19.7932	16.9526
Police Legal Reporter	19.0246	19.4051	19.7932	16.9526
Division of Auditor				
CLASSIFICATION	<u>05/01/12</u>	<u>05/01/13</u>	<u>05/01/14</u>	<u>05/01/12</u>
Data Processing Accountant / Programmer	20.8012	21.2172	21.6416	18.5357
Accountant	20.8012	21.2172	21.6416	18.5357
Accountant - Part Time	18.3994	18.7674	19.1427	16.3955
Payroll & Human Resource Specialist	20.8012	21.2172	21.6416	18.5357
Division of Health				
CLASSIFICATION	<u>05/01/12</u>	<u>05/01/13</u>	<u>05/01/14</u>	<u>05/01/12</u>
Registrar / Clerk	19.0245	19.4050	19.7931	16.9525
Clerical				
CLASSIFICATION	<u>05/01/12</u>	<u>05/01/13</u>	<u>05/01/14</u>	<u>05/01/12</u>
Administrative Assistant	20.8012	21.2172	21.6416	18.5357
Clerk / Typist (Part-Time)	11.9180	12.1564	12.3995	10.6200
Clerical / Secretarial Floater	14.9255	15.2240	15.5285	13.2999

Division of Clerical (Continued)

CLASSIFICATION

Effective 05/01/12

Hired Before 05/01/12

<u>GRADE</u>	<u>ENTRANCE</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
1	14.5669	14.8073	15.0323	15.2882	15.5471
2	14.8073	15.0323	15.2882	15.5471	15.8061
3	15.0323	15.2882	15.5471	15.8061	16.0835
4	15.2882	15.5471	15.8061	16.0835	16.3795
5	15.5471	15.8061	16.0835	16.3795	16.7124
6	15.8061	16.0835	16.3795	16.7124	17.0455
7	16.0835	16.3795	16.7124	17.0455	17.4338
8	16.3795	16.7124	17.0455	17.4338	17.8960
9	16.7124	17.0455	17.4338	17.8960	18.3811
10	17.0455	17.4338	17.8960	18.3811	19.0246

**Division of Clerical
(Continued)**

Effective 05/01/13

<u>GRADE</u>	<u>ENTRANCE</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
1	14.8582	15.1034	15.3329	15.5940	15.8580
2	15.1034	15.3329	15.5940	15.8580	16.1222
3	15.3329	15.5940	15.8580	16.1222	16.4052
4	15.5940	15.8580	16.1222	16.4052	16.7071
5	15.8580	16.1222	16.4052	16.7071	17.0466
6	16.1222	16.4052	16.7071	17.0466	17.3864
7	16.4052	16.7071	17.0466	17.3864	17.7825
8	16.7071	17.0466	17.3864	17.7825	18.2539
9	17.0466	17.3864	17.7825	18.2539	18.7487
10	17.3864	17.7825	18.2539	18.7487	19.4051

Effective 05/01/14

<u>GRADE</u>	<u>ENTRANCE</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
1	15.1554	15.4055	15.6396	15.9058	16.1752
2	15.4055	15.6396	15.9058	16.1752	16.4447
3	15.6396	15.9058	16.1752	16.4447	16.7333
4	15.9058	16.1752	16.4447	16.7333	17.0412
5	16.1752	16.4447	16.7333	17.0412	17.3876
6	16.4447	16.7333	17.0412	17.3876	17.7341
7	16.7333	17.0412	17.3876	17.7341	18.1381
8	17.0412	17.3876	17.7341	18.1381	18.6190
9	17.3876	17.7341	18.1381	18.6190	19.1237
10	17.7341	18.1381	18.6190	19.1237	19.7932

APPENDIX "C" - ASHTABULA LOCAL NO. 1197

Division of Clerical (Continued)

CLASSIFICATION

Effective 05/01/12

Hired After 05/01/12

<u>GRADE</u>	<u>ENTRANCE</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
1	12.9804	13.1946	13.3952	13.6231	13.8539
2	13.1946	13.3952	13.6231	13.8539	14.0846
3	13.3952	13.6231	13.8539	14.0846	14.3319
4	13.6231	13.8539	14.0846	14.3319	14.5956
5	13.8539	14.0846	14.3319	14.5956	14.8922
6	14.0846	14.3319	14.5956	14.8922	15.1890
7	14.3319	14.5956	14.8922	15.1890	15.5351
8	14.5956	14.8922	15.1890	15.5351	15.9469
9	14.8922	15.1890	15.5351	15.9469	16.3792
10	15.1890	15.5351	15.9469	16.3792	16.9526

APPENDIX "D"
CITY OF ASHTABULA
DRUG-FREE WORKPLACE POLICY

I. STATEMENT OF POLICY

The City of Ashtabula believes that it is very important to provide a safe workplace for all of its employees. Behaviors related to substance use can endanger all employees and the citizens whom we serve, not just substance users. We can't condone and won't tolerate behaviors on the part of employees that relate to substance use, such as:

- a. Use of illegal drugs;
- b. Misuse of alcohol;
- c. Sale, purchase, transfer, trafficking, use or possession of any illegal drugs;
- d. Arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected.

Management is fully committed to our Drug-Free Workplace Policy (DFWP), which establishes clear guidelines for acceptable and unacceptable employee behavior for everyone in the workplace. We will not tolerate substance use in violation of this Policy and intend to hold everyone reasonably responsible for supporting the Policy.

If any Ashtabula City employee suspects that any legally prescribed medication that they are presently taking, or one that has been recently prescribed for them, may compromise safety or their job performance, they are required to notify their immediate supervisor of that suspicion and desist working. It is not necessary to name the medication, or the reason for which it is being taken. Prior to the employee being relieved from duty, the employer shall make every reasonable effort to find an alternative, non-safety sensitive function for the employee to perform. Such alternative work status shall not exceed five consecutive working days; and the number of employees in alternative work status at any one time shall be based on the needs of the employer. If no alternative work is available, the employee will be placed in a paid leave status (i.e. own personal, sick, vacation, or comp-time), or alternatively unpaid status, until such time as the employee is capable of performing their normal duties. Unpaid status will comply with the F.M.L.A (Family Medical Leave Act).

It is the intention of this Policy to prevent the use of and rehabilitate, rather than terminate the employment of, workers who abuse drugs and/or alcohol. Employees will not be discharged for substance abuse without first having been given the opportunity to participate in a rehabilitation program. Employees who do not choose the option of rehabilitation will be discharged. An employee who tests positive for an illicit drug a second time within a two-year period will be terminated. An employee who tests positive a second time within a two-year period, and the test identifies a prescription drug or alcohol as the source of either positive test, they shall be permitted to enter into a rehabilitation program a second time in lieu of discipline. Furthermore, any employee who fails to report to a designated testing site, refuses to provide a specimen at the collection site, intentionally fails to provide a sufficient quantity of urine (at least 60 milliliters), or tampers, adulterates or substitutes urine samples will be terminated. Employees whose jobs are subject to any special law or regulation may face additional requirements in terms of substance use.

Additionally, an employee convicted of a drug abuse offense including but not limited to those offenses set forth in section 2925.01 (H) of the Ohio Revised Code; violation of an existing or former law of this or any other state or of the United States that is substantially equivalent to any section listed in 2925.01 (H) of the Ohio Revised Code; or similar municipal ordinance or regulation shall report the conviction to the City of Ashtabula in writing no later than five working days after the conviction. Failure to do so may result in disciplinary action up to and including termination of employment.

This document (Policy) describes our Municipality's Drug-Free Workplace Program, and every employee is expected to read and understand it. The Policy applies to every employee, including all bargaining unit employees, salaried management, hourly non-bargaining unit employees, part-time and full-time, elected officials, and Auxiliary Police personnel. The consequences stated in this Drug-Free Workplace Policy will apply to anyone who violates the Policy.

Nothing in this Article will be construed as abrogating any Federal regulation regarding Commercial Drivers Licensing and such regulations as set forth by the Federal Motor Carrier Safety Administration of the United States Department of Transportation in Title 49 of the Code of Federal Regulation, Part 382, which will be fully observed.

This Policy will go into effect within sixty (60) days of the announcement of our Drug-Free Workplace Program. Our Policy covers three key parts to the City's program. The three parts are:

- _ A written policy that clearly spells out the program rules and how everyone benefits
- _ Drug and alcohol testing, the most effective way to change harmful behaviors related to substance use
- _ Employee assistance

Protection for Employees

- _ Collection of urine specimens and breath testing will be done at the Center for Corporate Health at ACMC. A laboratory certified by the U.S. DHHS will analyze urine and drug test specimens. These labs use the highest level of care in ensuring that results are accurate, and the process that's used is 100% accurate in detecting that the substances that the City is concerned about are present in the employee in sufficient quantity to lead to behaviors that may hurt the person or other employees. The lab will work closely with the Center for Corporate Health at ACMC to ensure fairness and accuracy of every test. We also have a Medical Review Officer (called an MRO), who is a trained physician responsible for checking whether there is a valid reason for the presence of the substance in the employee's system. The MRO is an expert in drugs and alcohol. When the MRO receives positive test results, the MRO will contact the employee and any appropriate health care provider to determine whether there is a valid reason for the presence of the drug in the person's system.
- _ The testing program consists of an initial screening test used to verify the presence of the drug in the individual's system. A cut-off level, which is defined as the pre-determined level of drug/metabolite that constitutes whether a tested urine specimen is negative or positive, is used to safeguard against a false positive test. Cut-off levels are measured in nanograms (one billionth of a gram) per milliliter of urine. If the initial results are positive, then a second Gas Chromatography/Mass Spectrometry confirmatory test is used which is 100,000 times more powerful, measuring the genetic "fingerprint" of the specific drug, and is considered 100% accurate. These cut-off levels come from Federal guidelines and offer protection to both employees and the employer alike as well as are defensible in court.

Employee Awareness Education

Every employee will receive a copy of this written policy and everyone will be expected to sign an acknowledgement of receipt form that they received it. New employees will receive a copy of the policy upon hire. Questions regarding this policy may be directed to the City Manager or his designee.

Drug and Alcohol Testing

DRUG TESTING THRESHOLDS

<u>DRUG</u>	<u>EMIT SCREENING TEST</u> (ng/ml)	<u>GC/MS CONFIRMATION</u> (ng/ml)
Amphetamines	1000	500
Cannabinoids	50	15
Cocaine Metabolite	300	150
Opiates	2000	2000
Phencyclidine (PCP)	25	25
Barbiturates	300	300
Benzodiazepines	300	300
Methadone	300	300
Propoxyphene	300	300

As per the Federal Motor Carrier Safety Administration (FMCSA) regulations, the first five substances listed, amphetamines, cannabinoids, cocaine metabolite, opiates and phencyclidine will be tested for in the Commercial Drivers License (CDL) drug testing pool. All nine substances listed, amphetamines, cannabinoids, cocaine metabolite, opiates, phencyclidine, barbiturates, benzodiazepines, methadone, propoxyphene, will be tested for in the DFWP drug testing pool.

The City of Ashtabula reserves the right to add or delete substances on the list above, especially if mandated by changes in existing Federal, State or local regulations or laws.

Alcohol testing practices will include:

- _ Breath or saliva initial screen using:
 - o NHTSA-approved resources and technical machinery.
 - o At .02 percent blood alcohol content (BAC) on the initial screen, it is required that a confirmatory test be done.

- _ Confirmatory test shall be conducted under the following conditions:
 - o Using a federally approved and qualifying evidentiary breath test (EBT).
 - o Administered by a qualifying breath alcohol technician (BAT).
 - o If the confirmatory EBT testing machine is not available or reasonably accessible, a blood test should be an option made available to the employee to determine the presence of alcohol.
 - o The employer is required to document and maintain on file the reason the EBT was not administered.

An alcohol test confirming at .04 percent BAC will be considered a verified positive result under the employer's DFWP. An alcohol test confirming at .02 percent BAC is considered a positive result under the DOT/FMCSA. This policy acknowledges the F.O.P., Lodge 26, bargaining unit contractual language pertaining to a positive alcohol test as follows: "A blood-alcohol test shall be considered positive if the blood alcohol level equals to exceeds .05 percent".

It should be noted that for both drug and alcohol testing, the selection pool for the DFWP program is separate from the DOT/FMCSA pool; however those employees with a CDL will be in both pools.

Employee Assistance

The City of Ashtabula is supportive to employees with a substance problem who are taking action on their own behalf to address the problem. An employee will be permitted to use personal leave time to attend rehabilitation for substance abuse. We don't have a rehabilitation program and can't afford to pay for someone to attend a program. However, an employee who needs help with a drug and/or alcohol problem can seek assistance by phoning 998-2607 (CONTACT) and identifying themselves as a City of Ashtabula employee. Local agencies within the community are also available to assist in seeking a solution to a substance abuse problem:

- Lake Area Recovery Center (440) 998-0722
- Glenbeigh Hospital (440) 563-3400
- Community Counseling Center of Ashtabula County (440) 998-4210

II. WHEN WILL A TEST OCCUR?

Employees will be tested for the presence of drugs in the urine and/or alcohol on the breath under any and/or all the conditions outlined below:

A. Post-Offer, Pre-Employment Drug Testing

All applicants who have been extended a formal offer of employment will be required to undergo a pre-employment drug test conducted by the Center for Corporate Health at APMC. Employment depends upon satisfactory completion of this screening.

Newly hired or transferred CDL employees must be questioned about their ever having refused to take, or tested positive on, any pre-employment drug or alcohol test used to qualify the employee for a safety-sensitive transportation work during the past two years. If the employee admits that he/she had a positive test or a refusal to test, the employee must complete the return-to-duty process including evaluation, treatment and follow-up testing by a Substance Abuse Professional (SAP) before performing safety-sensitive functions. An employee may not drive unless a negative drug test has been verified. Also, newly hired or transferred CDL employees will sign a written consent form to have DOT-regulated previous employers who have employed the employee during any period during the two years before the date of the employee's application or transfer release the following information:

- 1) Alcohol tests with a result of .04 or higher alcohol concentration;
- 2) Verified positive drug tests;
- 3) Refusals to be tested (including verified adulterated or substituted drug test results);
- 4) Other violations of DOT agency drug and alcohol testing regulations; and
- 5) With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements (including follow-up tests).

B. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing prior to the release of test findings. A reasonable suspicion text may occur based on:

1. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking.
4. Information provided either by reliable and credible sources or independently corroborated regarding an employee's substance use; or

5. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, employer forms will be provided to managers/supervisors detailing behavioral, job performance and reasonable suspicion issues associated with drug and alcohol use. Testing may be for drugs or alcohol or both. A supervisor or other member of management must accompany the individual to the testing facility. The supervisor is to arrange for the employee's safe transport to the testing facility and then home. The employee will be taken out of service until the employer receives the test results. He or she will be paid any available sick time for the time off from work while a fitness for duty@ is being determined. If the employee's test is negative, he/she will be credited back the sick hours that he/she was charged while test results were pending. If the employee's test is negative, and has no sick time available, he/she will then be paid at his/her normal hourly rate for all hours lost.

C. Post Accident Testing

Post accident testing will be conducted whenever an accident occurs, regardless of whether there is an injury. We consider an accident an unplanned, unexpected or unintended event that occurs on our property, during the conduct of our business, or during working hours, or which involves one of our motor vehicles or motor vehicles that are used in conducting City business, or is within the scope of employment, and which results in any of the following:

1. A fatality of anyone involved in the accident;
2. Bodily injury to the employee and/or another person that requires off-site medical attention away from the City's place of employment;
3. Vehicular damage or non-vehicular damage to property.
4. A traffic citation for driving a City vehicle, or vehicle used in conducting City business while under the influence of alcohol or controlled substances.

Any employee who may have contributed to the accident will be tested for drugs or alcohol use or both. Urine specimen collection (for drugs) or breath/saliva (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after 32 hours from the time of an employment-related incident. Breath or saliva alcohol testing will be performed as quickly as possible but no later than eight hours after the incident, or it will be documented but not performed. If the employee responsible for employment-related accident is injured, it is a condition of employment that the employee grants the City of Ashtabula the right to request that attending medical personnel obtain appropriate specimens (breath, urine and/or blood) for the purpose of conducting alcohol and/or drug testing.

Further, all employees grant the City of Ashtabula access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the work-related accident including a full medical report from the examining physician(s) or other health care providers. A signed consent to testing form is considered a condition of employment. The supervisor is to arrange for the employee's safe transport to the testing facility and then the employee's home. An employee will not be permitted to work pending receipt of the test results. He/she will be paid any available sick time for the time off from work while a fitness for duty@ is being determined. If the employee's test result is negative, he/she will be credited back the sick hours that he/she was charged while the test results were pending. If the employee's test is negative, and has no sick time available, he/she will then be paid at his/her normal hourly rate for all hours lost. Management reserves the right to determine who may have caused or contributed to a work-related accident and may choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

D. Follow up Testing after Return-to-Duty from Assessment or Treatment

This test occurs when an employee who has previously tested positive and the decision is made to not terminate the employee under a "last chance" agreement. A negative return-to-duty test is required before the employee is allowed to return to work. If the employee fails this test, this will lead to termination of employment. Once the employee passes the drug and/or alcohol test and returns to work, management may choose to do additional unannounced tests up to six times per year with a minimum of four tests in the first year from the date of return to duty for the DFWP. CDL employees are subject to a minimum of six tests during the first 12 months following the driver's return to duty. Follow up tests for CDL employees may be done for up to 60 months. Any employee with a second positive test within two years will be terminated.

E. Random Drug and Alcohol Testing

Random drug and alcohol testing will include all employees and is conducted on an unannounced basis. The Center for Corporate Health at APMC will be responsible for randomly selecting employees by the use of a computer software program, which generates a number assigned to an employee. All employees in the testing pool have an equal statistical likelihood of being selected for testing. When the next random draw is conducted, all employees are again included in the pool with an equal chance of selection, regardless of whether an employee was previously selected. Random testing is designed to deter drug and alcohol use in violation of the Policy and ensure that we maintain confidence in our employees' abilities to perform their duties. The City of Ashtabula will provide employee identification numbers to be used in the random selection drawings. The Center for Corporate Health will, in turn, furnish the City of Ashtabula with a list of individuals to be tested at the beginning of each selection period. It shall be the responsibility of the City of Ashtabula to notify each employee who was selected with the date, time and location that random testing will be performed. When notified, it shall be the responsibility of the individual employee to provide a urine specimen for drug testing and/or breath for alcohol testing. Ten percent of the employer's average workforce each program year will be randomly selected for drug and/or alcohol testing under the City's DFWP. FMCSA requires fifty percent random drug testing and ten percent random alcohol testing for CDL employees. Employees will only be asked to report to a collection site while on duty.

III. SPECIMEN COLLECTION PROCEDURE

Trained collection personnel who meet standards for urine collection and breath alcohol testing will conduct urine specimens and breath testing. Confidentiality is required from our collection sites and labs. Employees are permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen. Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. An observed voiding will only occur if there is grounds for suspecting manipulation of the testing process.

IV. EMPLOYEE'S RIGHTS WHEN THERE'S A POSITIVE TEST RESULT

An employee who tests positive under this Policy will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the City of Ashtabula. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given the opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee.

If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example the names of treating physicians, pharmacies, where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the City of Ashtabula.

V. REPORTING OF RESULTS

All test results will be reported to the MRO prior to the results being issued to the City of Ashtabula. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. Each substance tested for will be listed along with the results of the testing. The City of Ashtabula will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the Federal Department of Health and Human Services.

VI. POSITIVE TEST RESULTS

Employees who are found to have a confirmed positive drug or alcohol test will be immediately taken off safety-sensitive duties and are subject to discipline up to and including termination. For the purpose of removing the employee from safety-sensitive duties, a verbal confirmation from the MRO is all that is necessary. A written confirmation of the positive test results will follow.

VII. STORAGE OF TEST RESULTS AND RIGHT TO REVIEW TEST RESULTS

All records of drug and alcohol testing will be stored within a specific folder within the employee's personnel file, separate from general personnel documents. The City's DFWP test results are considered a conditional report based on employment status and shall be subject to disclosure under the Public Records Act. CDL test results are protected under Federal Law and will not be released publicly. Any employees tested for drugs or alcohol under this Policy may have the right to review and/or receive a copy of their own test results. An employee may request from the City Manager, in writing, presenting a duly notarized Employee Request for Release of Drug Tests Results form, requesting a copy of the test results be provided. The City will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt requested.

The retention period for drug and alcohol test results will be in compliance with the City of Ashtabula's Record Retention Policy. Records of confirmed positive drug test results; alcohol test results of .02 or greater; documentation of refusals to take required alcohol and/or drug tests (including substituted or adulterated drug test results); SAP reports; and all follow-up tests and schedules for follow-up tests will be kept for five years. Records from previous employers will be kept for three years. Records of negative and cancelled drug test results and alcohol test results with a concentration of less than .02 will be kept for one year.

VIII. TERMINATION OF EMPLOYMENT

In those cases where substance testing results in termination of employment, all termination notices will list *Amisconduct* as the reason. Termination shall be deemed *Afor cause*.

Signed: _____

James M Timonere, City Manager

Date: _____

APPENDIX "E"
OTHER WORKPLACE POLICIES

The City reserves the right to establish reasonable workplace policies for the health, safety and welfare of its employees. Among these are written policies prohibiting violence in the workplace and sexual harassment in the workplace. Copies of all policies are available from the Payroll and Human Resources Specialist in the Auditor's Office.

MEMORANDUM OF UNDERSTANDING
RECLASSIFICATION

Advancement to a higher classification is based upon the recommendation of the Clerical Supervisor, if there is one, and approval of the Department Head after demonstrating the ability to perform the functions of the higher classification.

Within 90 days of this agreement, the parties shall meet to evaluate the clerical positions of the City and to create suitable job descriptions for each position and to establish a rate of pay for each position.