

AN AGREEMENT

between

THE CITY OF OLMSTED FALLS

and

THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

and its

OHIO COUNCIL 8

LOCAL 2681

EFFECTIVE: January 1, ~~2018~~ 2021 through December 31, ~~2020~~ 2023

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ARTICLE 1.

PREAMBLE

Section 1. This Agreement is hereby entered into by and between the City of Olmsted Falls, hereinafter referred to as the City, and Ohio Council 8 and Local 2681 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union as exclusive bargaining representative for all employees described in Article 2 below, excluding all other employees.

ARTICLE 2.

RECOGNITION

Section 1. The City recognizes the Union as the exclusive representative for the purposes of collective bargaining for a unit described as follows:

Included: All employees of the City of Olmsted Falls, including Laborers, Secretary-Building and Service Department, **Assistant Service Supervisor**, Building Inspector, Property Maintenance Inspector, Park and Building Maintenance person, and Part-time Clerk-Typist.

Excluded: All non-public and professional employees as defined by Section 4117.01, Ohio Revised Code, Casual Secretaries, Service Department Supervisor, Service Department Manager, Finance Director, Safety Director, Senior Citizens Director, Service Director, Full-time and Part-time Assistant Finance Director, Clerk of Council, Clerk of Court, all members of the Police and Fire Departments, Dispatchers, and all employees represented by any other employee organization. Wherever the term employee is used hereafter, it shall mean only employees in this unit.

Section 2. The City will furnish the Union with a list of all employees in the unit indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as soon as practicable after they begin work.

Section 3. There shall be created within the bargaining unit a provision for staffing one or more regular or “permanent” part time positions with the following criteria:

- (1) The employee(s) must be available to work as needed throughout the calendar year.
- (2) The employee will be scheduled to work in conformance with the needs of the department and in compliance with the Fair Labor Standards Act with respect to work week and work hour restrictions necessary to maintain the definition of part time employment.

The position will be offered to the individual employee annually and subject to a satisfactory department performance review to be completed by December 31st each year.

The employee will be paid 90% of first service year wage scales.

If the employee maintains a current CDL then he/she will receive 100% of first service year wage scale.

Articles 1 through 16 are applicable to the part-time employee(s) with the exceptions of Article 7, Seniority, and Article 15, New Employees.

Articles 17 through 24 are not applicable to the part-time employee(s) with the following exceptions:

- (1) Part-time employees will receive 50% of the uniform allowance available to full-time employees.
- (2) Part-time employees will receive one and one-half times their hourly rate for all work performed on a holiday that is designated in Article 22, Section 1 of this contract.
- (3) Part-time employees will be subject to the contractual FMLA/leave and Military Leave provisions in conformance with federal law.

Articles 25 through 30 are applicable to part-time employees.

ARTICLE 3

UNION SECURITY

Section 1. The Employer shall deduct Union initiation fees and regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms to permit said deduction. The dues deductions shall be made from the first pay check of each month. If the employee's pay for that pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction with the next regularly scheduled deduction, providing the employee will be working during this subsequent pay period.

The Union shall advise the City, in writing, of the amounts to be deducted. The deducted amounts shall be remitted to the Union within fifteen (15) calendar days of their deduction. Each remittance shall be accompanied by the following alphabetical list: (a) for employees for which deductions were made, the name of the employee and amount deducted; and (b) the name of each employee who has been dropped from the prior check off list and the reasons for the omission.

The deducted amount shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, at the following address: 6800 North Hight Street, Worthington, Ohio 43085.

Section 2. Union Membership Revocation/Maintenance of Membership: Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of union membership does not revoke union dues authorization which may be only revoked as set forth below in Section 3 of this Article.

Section 3. Union Dues Revocation: Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

Section 4. The Employer shall furnish the name and address and phone number of all newly hired bargaining unit employees to the Local President within 30 days of employment.

Section 5. The Local Union President, or his/her designee, shall be permitted to attend City orientation sessions for new employees or to meet with new employees for a reasonable period of time, not to exceed thirty (30) minutes, during normal working hours for the purposes of making a presentation relative to the Union. Such meeting shall be without loss of pay.

Section 6. **PEOPLE** Checkoff. The Employer will deduct voluntary contributions to the American Federation of State, County, and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the wages of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee. The contribution amount will be certified to the City by the Union. Money deducted shall be remitted to the Union no later than ten (10) days following the end of the pay period in which the deduction is made.

Payment shall be made to the Treasurer of PEOPLE and transmitted to Ohio Council 8, AFSCME, AFL-CIO, 6800 North High Street, Worthington, Ohio 43085.

The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted. An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time. The City's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit. All PEOPLE contributions shall be made as a deduction separate from the dues deductions.

~~ARTICLE 3.~~

~~DUES CHECK-OFF AND FAIR SHARE FEE~~

~~Section 1.~~ — During the term of this Agreement, the City shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

~~Section 2.~~ — The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the City the amounts due and owing from the employees involved.

~~Section 3.~~ — The City shall deduct dues, initiation fees, or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

~~Section 4.~~ — A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Union within ten (10) working days from the date of making said deductions.

~~Section 5(a).~~ The City shall provide the Union with a list of employees who enter or exit the bargaining unit promptly after the employees enter or exit the bargaining unit. The parties agree that should fair share fees become valid through a ruling by a court of competent jurisdiction or legislative action, the prior language and procedures in Article 3, Sections 5, 6, 7, and 8 of the originally approved 2015-2017 collective bargaining agreement between the parties shall be reinserted into this agreement, and fair share fees shall be deducted, per the previously established procedure, at a prorated rate beginning with the effective date of the court order or law.

~~Section 5(b).~~ All full-time bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. All part-time bargaining unit employees who are not employed by the City as of the date of this Agreement and who are not members in good standing of the Union shall be required to pay a fair share fee to the Union, commencing sixty one (61) days after starting employment, provided that the fee for part-time employees shall be a part-time fee established by the Union that does not exceed the prorated equivalent of the fair share fee for full-time employees.

~~Section 6.~~ — All full-time bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) calendar days from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

~~Section 7.~~ — The fair share fee amount shall be determined by the Union in accordance with Ohio Revised Code Section 4117.09, and certified to the City by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

~~Section 8. — Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. The City shall provide the Union with an alphabetical list of the names, social security number and address of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.~~

~~Section 9. — The Union hereby agrees to defend the City upon request and to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article 3, “Dues Check-off and Fair Share Fee,” and the Union shall indemnify the City for any such liabilities or damages that may arise.~~

ARTICLE 4.

CITY’S RIGHTS

Section 1. The Union and the employees covered herein agree that all of the functions, rights, powers, responsibilities and authority of the City in regard to the operation of its work and business and the direction of its work force which the City has not specifically abridged, deleted, granted, or modified by the express written provisions of this Agreement, are, and shall remain, exclusively those of the City.

Section 2. Not by way of limitations of the foregoing Section 1, but to indicate the type of matters or rights which belong to and are inherent to the City, the City retains the right to:

- (1) discharge, discipline, demote or suspend employees with just cause in accordance the grievance and arbitration provisions set forth in Article 10; hire and transfer employees;
- (2) determine the number of persons required to be employed or laid-off;
- (3) determine the qualifications of the employees covered by this Agreement;
- (4) determine the starting and quitting time and the hours to be worked by its employees, in accordance with the Fair Labor Standards Act, so long as this Act is applicable to City government;
- (5) make any and all reasonable rules and regulations;
- (6) determine the work assignments of its employees;
- (7) determine the basis for selection, retention and promotion of employees;
- (8) determine the type of equipment and the nature of work processes;
- (9) determine the making of technological changes by revising either process or equipment or both;
- (10) determine work standards and the quality and quantity of work to be produced;

- (11) select and locate buildings and other facilities;
- (12) establish, expand, transfer and/or consolidate work processes and facilities;
- (13) transfer work;
- (14) subcontract work, provided that the City will not subcontract work when doing so would directly result in the layoff of a bargaining unit employee, except that this provision will not apply during a fiscal emergency declared by the Mayor or Finance Director;
- (15) consolidate, merge or otherwise transfer any and all of its facilities, property, processes or work with or to any other municipality or entity, or affect or change in any respect the legal status, management, or responsibility of such property, facilities, or processes of work;
- (16) terminate or eliminate all or any part of its work or facilities;
- (17) require physical and psychiatric examinations at the direction of the City, such examinations to be made by a physician designated and paid for by the City, and such right not to be exercised in an arbitrary and capricious manner;
- (18) 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 City, standards of services, its overall budget, utilization of technology and organizational structure;
- (19) direct, supervise, evaluate, or hire employees;
- (20) maintain and improve the efficiency and effectiveness of governmental operations;
- (21) determine the overall methods, processes, means or personnel by which governmental operations are to be conducted;
- (22) determine the adequacy of the work force;
- (23) determine the overall mission of the employer as a unit of government;
- (24) effectively manage the work force;
- (25) take actions to carry out the mission of the public employer as a governmental unit; and
- (26) the City reserves the right to implement new or revise existing policies which do not conflict with the express terms of this Agreement.

Section 3. Notwithstanding §4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subject - including, but not limited to, those enumerated above - reserved to and retained by the City under this Article. Therefore, the Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Ohio Revised Code §4117.08(C) or pursuant to this Article of the Agreement.

ARTICLE 5.

EMPLOYEE AND UNION RIGHTS

Section 1. Employees have the right to join, assist and participate in the Union, or to refrain from doing so. Neither the City nor the Union nor any employee will interfere with such right.

Section 2. Employees shall have the right to present grievances to the City without the intervention of the Union and to have such grievances adjusted, so long as the adjustment is not inconsistent with the terms of this Agreement and so long as a representative of the Union is given permission to be present at the adjustment whenever a request is made for such presence. In the event that any grievance is adjusted pursuant to this procedure, said adjustment shall not create a precedent or ruling binding upon the Union or the City in future proceedings.

Section 3. The Union may designate up to two employee representatives, plus an alternate. When one of those representatives is on duty and is required or authorized by the City either to attend an employee disciplinary interview pursuant to Section 3 of this Article or to attend a meeting with the City on a grievance, he shall be entitled to do so with no loss of pay. The parties recognize that it may be appropriate for an employee representative to leave a normal work assignment to perform other duties on behalf of the Union. The parties hereto recognize the paramount importance of the operational needs of the City and will cooperate to conduct Union business outside of working hours where possible and to keep to a minimum any time lost from work by such representatives. Before leaving an assignment pursuant to this Section, the representative must obtain approval from his Department Head, who shall grant the request if in his opinion the operations of the City will not be disrupted, and such permission unreasonably to be denied. Such time off will not be paid, but will not be treated as an absence from work. The purpose for which such time off will be appropriate: investigation and processing of grievances; collective bargaining negotiations scheduled during the normal working hours of the employee; and other reasons acceptable to the supervisor.

Section 4. The Union shall be provided space in each building where the employees are assigned to report for work for the posting of official Union notices of meetings and scheduled events. To be "official," such notices must be authorized by the Union and signed by one or more of its duly elected officers. The Union is strictly responsible for the content of such notices. No political, defamatory, or disrespectful material will be posted. If such material is posted, it will be removed at once.

Section 5. For purposes of layoff and recall only, the Steward and Chapter Chairperson of the local Union shall be regarded as having top seniority in their classifications, to be employed in accordance with the provisions of Article VIII, "Seniority."

ARTICLE 6.

DISCIPLINE

Section 1. A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the Union.

Section 2. Disciplinary action taken by the City shall be for reasonable or just cause.

Section 3. Any disciplinary action against an employee may be appealed solely through the grievance and arbitration procedures of this Agreement.

Section 4. After three years with no further violations, an employee's record of discipline shall be cleared and such discipline shall not thereafter be considered by the City in assessing future discipline. This clearance shall not be applied to discipline involving violence or theft. Nothing in this Section shall preclude the City from considering the absence of prior discipline (including cleared discipline) as a mitigating factor.

ARTICLE 7.

SENIORITY

Section 1. Seniority shall be an employee's uninterrupted length of continuous service with the Employer commencing with the employee's date of hire in the position in the bargaining unit. An employee shall have no seniority for the initial probationary period but, upon completion of the probationary period, seniority shall be retroactive to the date of hire. Student interns and summer employees have no seniority or seniority rights. Part-time employees shall have seniority rights only as against other part-time employees. Full-time employees shall have seniority rights as against other full-time employees and as against part-time employees.

Section 2. Continuous service and seniority shall be broken when an employee:

- (a) Resigns or retires;
- (b) Is discharged for just cause;
- (c) Is absent without report for three (3) consecutive work days unless the employee has a reasonable excuse for failing to report the absence;
- (d) Is laid off for 12 months; or

- (e) Fails to report to work within ten (10) working days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the Employer's records, unless the employee is unable to work due to a medically proven disability as verified by a mutually agreed upon physician.

ARTICLE 8.

LAYOFFS

Section 1. In the event of a layoff for lack of work or lack of funds, student interns, casual employees, seasonal employees, part-time employees, and probationary employees within the classification will be laid off first. If further layoffs of employees are necessary, they shall take place in inverse order of seniority within the classification (last hired, first laid off).

Section 2. Non-probationary employees shall retain recall rights for a period of twelve (12) months from the date of layoff.

Section 3. Regular full-time employees shall be laid off on the basis of their seniority within their classification and department. When the seniority of two (2) or more employees is equal, employees shall be laid off by the drawing of lots.

Section 4. A regular full-time employee shall be given a minimum of two (2) weeks advance notice of a layoff, whenever practicable.

Section 5. In the event an employee is laid off, he/she shall receive payment on a pro rata basis for any earned but unused vacation and personal holidays as quickly as practicable but no later than the second pay following the layoff.

Section 6. Recalls from a layoff to a classification will be in the inverse order of layoff from the classification (last laid off, first recalled).

Section 7. In the case of a recall, the City shall provide notice of recall by certified mail sent to the last address of record for the employee. Such notice shall include the date and time for the employee to return to work, which shall not be less than ten (10) working days after the date the notice is sent. If the employee does not report for work at such time or make other arrangements approved by the City, the employee shall not retain further rights to recall. It is the responsibility of each employee to keep the City informed of the employee's current address.

ARTICLE 9.

NO STRIKE

Section 1. The City and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the City and the Union to avoid all work stoppages and strikes.

Section 2. Neither the Union nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way any strike, slowdown, walkout, concerted sick leave, mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City. A breach of this Section may be grounds for discipline up to and including discharge. The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the Union meets all of its obligations under this Article.

Section 3. The Union shall, at all times, cooperate with the City in continuing operations in the normal manner and shall actively discourage and attempt to prevent any violation of the “no-strike” clause.

In the event of a violation of the “no-strike” clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operation of the City is in violation of this Agreement, unlawful and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

The Union shall cooperate with the City in any action that the City chooses to bring to seek an injunction to terminate any job action of the type listed in Section 2 of this Article occurring during the term of this Agreement.

Section 4. The City shall not lock out any employees for the duration of this Agreement.

Section 5. In the event that disciplinary action is taken against an employee for an alleged violation of this Article, such action shall not be reviewable except in the grievance/arbitration process, and even there shall not be reviewable upon any grounds other than whether the employee violated Section 2 of this Article, such determination not to be made in an arbitrary or capricious manner. If it is determined that the employee did violate Section 2 of this Article, the action of the City shall be conclusively deemed to have been taken for good cause and the arbitrator shall have no jurisdiction to rescind or alter the discipline in any way.

ARTICLE 10.

GRIEVANCE PROCEDURE

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

Section 2. For the purposes of this procedure, the below listed terms are defined as follows:

(a) Grievance - A “grievance” shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement, including disciplinary actions.

(b) Aggrieved Party - The aggrieved party shall be defined as only any employee or group of employees within the bargaining unit or the Union on behalf of employees within the bargaining unit.

(c) Days - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure:

(a) Except at Step 1, all grievances shall include:

(1) the name and position of the aggrieved party;

(2) the identity of the provisions of this Agreement involved in the grievance;

(3) the time and place where the alleged events or conditions constituting the grievance took place;

(4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party;

(5) a general statement of the nature of the grievance and the redress sought by the aggrieved party; and

(6) signature of aggrieved party.

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

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

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

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

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure:

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

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

Step 3: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step. Copies of the written decisions shall be submitted with the appeal. Thereafter, the Mayor, or his designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his local Union officer and representative of Ohio Council 8 and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor, or his designee, shall issue a written decision to the employee, with a copy to the local Union officer and Ohio Council 8 representative, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 11.

ARBITRATION

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within thirty (30) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. Within the next following ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If no agreement can be reached, the Union shall notify the Federal Mediation and Conciliation Service, in writing, of its intent to arbitrate the grievance. Upon written notice of the Union's intent to go to arbitration, the Service shall submit a panel of seven (7) arbitrators to each party and the arbitrator shall be chosen by the alternate strike-off method, providing that either party may reject a panel, and either party may challenge any arbitrator on the panel for cause, in which case the Service shall provide a replacement for the challenged arbitrator.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specified terms of this Agreement or to make any award requiring the

commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. Arbitration hearings shall not be open to the public.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. In cases of a split award, the arbitrator shall have authority to allocate these costs between the parties. All other expenses shall be borne by the party incurring them. The costs of a record, if agreed to by the parties, shall be shared equally by the parties. If one party wants a record and the other does not, the party requesting the record shall pay the cost thereof; provided, that if the other party later decides to order a copy, it shall pay 75% of the total cost of the record.

Section 5. An employee requested to appear at the arbitration hearing by either party shall attend without necessity of subpoena. The City shall not be obligated to pay for the attendance at the hearing of witnesses or representatives of the Union; provided, that if the hearing is held within the jurisdiction of the city or adjoining municipalities, and an on-duty witness is able to respond to requests for service during emergency situations, the City will pay such witness for the time spent testifying. Any request made by either party for the attendance of witnesses shall be made in good faith so as not to disrupt the operations of the City.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 12.

NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, or disability not interfering with the ability of an employee to perform the essential functions of the job, except insofar as the same is a bona fide occupational qualification.

Section 2. In the case of individuals with disabilities, the City shall have the right to provide reasonable accommodation to the disabled individual notwithstanding inconsistent provisions of this Agreement, provided that the Union is given notice and opportunity to be heard.

Section 3. The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

Section 4. Where the City determines that all relevant factors (for example, length of service, degree of responsibility, ability, etc.) are equal between two or more employees in the same department, it will treat them in an equivalent way.

ARTICLE 13.

GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be considered to be discriminatory by reasons of sex.

ARTICLE 14.

HEADINGS

Section 1. It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article or affect any interpretation of any such Article.

ARTICLE 15.

NEW EMPLOYEES

New full-time employees shall be on probationary status for their first one (1) year of employment. While on probationary status, an employee may be terminated from employment at the City's sole discretion, with or without just cause, subject only to the City's obligations under Article 12 ("Non-Discrimination"), hereof.

ARTICLE 16.

SAFETY COMMITTEE/LABOR MANAGEMENT COMMITTEE

Section 1. The Union may appoint two (2) persons from the bargaining unit to serve on a Safety Committee with representatives of the City. The Committee shall consider any suggestions for maximizing the safety of employees and shall make recommendations to the appropriate City officials.

Section 2. The Employer shall provide safety equipment and maintain proper safeguards and safe working conditions for all employees.

Section 3. The Employer will provide and maintain safe vehicles for all employees required to use vehicles for their assigned duties.

Section 4. The Employer shall make available galoshes, gloves and rain gear to employees as necessary for the proper performance of their jobs.

Section 5. The Union may appoint two (2) persons from the bargaining unit to serve on a Labor Management Committee. The Labor Management Committee will meet quarterly, or as agreed, to discuss workplace issues.

ARTICLE 17.

PAY

Section 1. Hourly rates of pay for all employees shall be set forth in the wage scale below, except for those employees addressed in other Sections of this Article.

<u>Service Year</u>	<u>ADJUSTED HOURLY BASE RATE EFFECTIVE 01/01/2020</u>	<u>EFFECTIVE 01/01/2021* +1% + (footnote ¹)</u>	<u>EFFECTIVE 01/01/2022* +2%</u>	<u>EFFECTIVE 01/01/2023* +2%</u>
0-1	\$18.96	\$19.40	\$19.79	\$20.19
AFTER 1	\$20.06	\$20.51	\$20.92	\$21.34
AFTER 2	\$20.06	\$20.51	\$20.92	\$21.34
AFTER 3	\$21.28	\$21.74	\$22.17	\$22.61
AFTER 4	\$21.28	\$21.74	\$22.17	\$22.61
AFTER 5+	\$22.97	\$23.45	\$23.92	\$24.40

*A seasonal night shift premium of an additional \$1.00 per hour shall be paid to service department employees who are assigned and work the season of night shift between December and February. "Seasonal night shift" means an assigned regular shift other than the day shift between December and February.

Section 2. Property and Maintenance Inspector

<u>Effective 01/01/20</u>	<u>General Increase 1% 1/1/21</u>	<u>General Increase 2% 1/1/22</u>	<u>General Increase 2% 1/1/23</u>
\$ 21.23	\$ 21.69	\$ 22.12	\$ 22.56

Section 3. Secretary

<u>ADJUSTED HOURLY BASE RATE EFFECTIVE 01/01/2020</u>	<u>EFFECTIVE 01/01/2021 +1%</u>	<u>EFFECTIVE 01/01/2022 +2%</u>	<u>EFFECTIVE 01/01/2023 +2%</u>
\$ 19.18	\$ 19.62	\$ 20.01	\$20.41

¹ A 25¢ equity adjustment has been added to each wage scale for the year 2021.

Section 4. Assistant Service Supervisor

<u>ADJUSTED HOURLY BASE RATE EFFECTIVE 01/01/2020</u>	<u>EFFECTIVE 01/01/2021 +1%</u>	<u>EFFECTIVE 01/01/2022 +2%</u>	<u>EFFECTIVE 01/01/2023 +2%</u>
\$ 28.44	\$ 28.97	\$ 29.55	\$30.41

ARTICLE 17(A)

BONUS

Each employee shall receive a one-time bonus of \$1,500.00, of which 25¢ was added to the wage scale for 2021 as an equity adjustment and the balance shall be payable by December 31, 2020. Said bonus is provided as a result of exemplary performance during the 2020 Coronavirus pandemic.

ARTICLE 18.

HOURS OF WORK AND OVERTIME

Section 1. The normal work week for regular full-time employees shall consist of forty (40) hours of work in five (5) eight (8) hour days, Monday through Friday. Such schedule is subject to change by the City due to operational needs. Starting and ending times will be established for each department.

Section 2. All regular full-time employees working a full shift shall be entitled to a thirty (30) minute unpaid lunch period to be taken not sooner than two (2) hours nor later than six (6) hours after the start of the shift, except when emergency situations make such a schedule impractical.

Section 3. All regular full-time employees may take up to, but not more than, one (1) ten (10) minute break before the lunch period and one (1) ten (10) minute break after the lunch period. This replaces the previous system of informal rest breaks.

Section 4. After each completed three (3) continuous hours of overtime work, the employee shall be entitled to a fifteen (15) minute paid break.

Section 5. All employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours of work over forty (40) in any work week and for all hours over eight (8) in any one day, provided that the employee's schedule is based on an eight (8) hour work day [for example, is not working a four (4) day, ten (10) hour per day work week].

Section 6. There shall be no pyramiding or duplication of any overtime or other premium pay. If an employee is eligible for pay under both Section 5 and Section 7 of this Article, that employee shall receive pay only under the Section which provides greater compensation.

Section 7. Employees called onto duty for work at times other than immediately before or immediately after a scheduled work shift shall be paid a minimum of four (4) hours' pay at straight time rate. Call back time shall be determined in accordance with Section ~~254.09(e)~~ 254.09(d) of the Codified Ordinances of the City.

Section 8. For the purpose of computing overtime pay, holidays, vacation and sick days shall be counted as time actually worked.

Section 9. Compensatory Time. At the option of each employee, compensatory hours may be accumulated in lieu of compensation. Said hours will be banked at the rate of one and one-half hours of compensatory time for every one hour of overtime worked. Employees must utilize this bank of hours in increments of no less than one (1) hour with the prior approval of the Service Department Supervisor. Requests for compensatory time off shall be given at least within twenty-four (24) hours in advance, whenever possible. Compensatory time off shall NOT be granted when such time off would result in overtime compensation for another employee.

Employees may accumulate compensatory hours during a calendar year without limitation, however, the City will reduce each employee's compensatory time bank to a maximum of two hundred forty (240) hours. Payment will be calculated at the employee's regular rate of pay as of December 31st. Such payment will be made on the last regular pay day of January during the following year.

Section 10. Compensatory Time Payout at Termination of Employment. Upon termination of employment, accrued compensatory time shall be paid at the employee's current basic hourly rate.

Section 11. Compensatory Time Payout at Death. In the event an employee dies, accumulated compensatory time shall be paid the employee's estate at the employee's regular rate as of the date of the death for all accrued hours.

ARTICLE 19.

OVERTIME ASSIGNMENT AND EQUALIZATION

Section 1. The Employer shall be the sole judge of the necessity for overtime. All overtime will initially be offered to employees within the classification, within the Department, within the same shift involved, in order of seniority. In offering overtime, the Employer shall use a list of employees by classification, by seniority, by Department. In making an offer of overtime, the Employer shall first offer overtime to the employee with the least number of overtime hours and sequentially thereafter. If sufficient employees do not voluntarily accept, the Employer shall then have the right to offer the overtime to employees within the classification,

with the Department, on other shifts, in order of seniority. If sufficient employees do not voluntarily accept, the Employer shall then have the right to assign the overtime to employees within the classification in inverse order of seniority.

Section 2. The Employer shall equalize overtime so far as practical among employees within the classification, within the Department, within the shift. Employees who are offered overtime or are absent when the overtime is offered and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime equalization. New employees shall be assigned high overtime for equalization purposes when they enter a classification. An employee who has been inadvertently bypassed shall be offered the next available opportunity for overtime.

ARTICLE 20.

REPORT-IN PAY

Section 1. An employee who is regularly scheduled for work and does report for work without the City's having provided notice not to report shall be provided with at least twenty-five percent (25%) of his scheduled hours of work for that day or pay in lieu thereof unless the failure to provide work was due to an emergency, act of God, mechanical, electrical or similar failure, or condition beyond the control of the City. Hours of pay in lieu of work shall not be considered as hours worked for purposes of this Agreement.

ARTICLE 21.

SICK LEAVE

Section 1. Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours with pay, however, such sick leave shall not be accumulated on overtime hours but only on regular hours of service. Employees may use sick leave, upon approval of the responsible administrative officer in the employee's department, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which would be communicated to other employees, and to illness or injury in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The City may require the employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of illness shall be required from the attending physician justifying the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 2. Any employee whose employment terminates for any reason, except for conviction of a felony, after ten (10) or more years of service with the City, may elect, at the time of the termination, to be paid in cash for forty percent (40%) of unused sick leave credit to a maximum of two thousand and eighty (2,080) hours of credit, which would be a maximum possible total of eight hundred thirty-two (832) hours of pay. Such payment shall be calculated by multiplying the appropriate number of hours of pay by the total of the previous two (2) years'

salary of the employee and dividing the resulting product by 4160. Such payment shall eliminate all unused sick leave credit accrued by the employee at that time. In the event an employee dies, accrued sick leave, as calculated herein, shall be paid to the employee's estate.

Section 3. In the event an employee with less than ten (10) years of service with the City dies, accrued sick leave credit shall be paid to the employee's estate at the aforementioned rate.

ARTICLE 22.

HOLIDAYS

Section 1. Full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving
Good Friday (1/2 day)	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
	New Year's Eve (1/2 Day)

Section 2. Full-time employees shall receive time-and-one-half pay for working the above holidays when the employee is scheduled by the City to work the holiday. Holiday pay under this section shall include the ten (10) hour shift for the summer holidays of Memorial Day, Independence Day, and Labor Day.

Section 3. When a full-time employee is scheduled off, but works the above holidays, he shall be compensated at double time. Holiday pay under this section shall include the ten (10) hour shift for the summer holidays of Memorial Day, Independence Day, and Labor Day.

Section 4. Full-time employees will receive five (5) paid Personal Days off per year in addition to the above holidays. For employees hired after January 1st, they will receive one (1) personal day for each complete four (4) month period. Personal Days will be granted upon advance notice, provided that sufficient manpower is available. All unused time as of December 31st of each year will be paid to the employee on the last regular payroll of January of the following year. Payment will be made at the regular rate as of December 31st for the hours that remain the bank of hours.

Section 5. Full-time employees may earn two (2) hours of paid time off for each calendar month in which they use no sick time and have no other unexcused time off, which would amount to a maximum of three (3), eight (8) hour days off per year. Such additional days off shall be granted upon advance request provided sufficient manpower is available.

ARTICLE 23.

VACATIONS

Section 1. Full-time employees shall be awarded and be entitled to paid vacation in accordance with the following schedule: Employees who have worked less than one (1) year for the City shall receive one (1) day for each full month worked, not to exceed ten (10) days in the first full year of employment. Vacation days will be allowed in one-half (2) day increments.

Building Department

<u>Length of Service</u>	<u>Vacation Days (8 Hour) Per Year</u>
After 1 year through 5 years	10 days
After 5 years through 10 years	15 days
After 10 years through 15 years	20 days
After 15 years through 20 years	23 25 days
After 20 years	25 days

Service Department and All Others

<u>Length of Service</u>	<u>Vacation Days (8 Hour) Per Year</u>
After 1 year through 5 years	10 days
After 5 years through 10 years	15 days
After 10 years through 15 years	20 days
After 15 years through 20 years	23 25 days
After 20 years	25 days

Section 2. Vacations may be taken at any time during the calendar year in which they are earned, subject to the approval of the employee's Department Head.

Section 3. An employee who has earned vacation time by reason of being employed in his department shall be able to move his vacation time to another department should he receive a transfer.

Section 4. Any employee who quits or is terminated or retires and has unused earned vacation time shall receive such vacation time.

Section 5. Vacation time must be used within one year after it is earned, or it will be deemed forfeited. However, where the employee is not permitted to take his scheduled vacation by the City, the employee shall be entitled to payment for such unused vacation. In addition, with advance written approval from the Service Director, employee may carry the approved portion of vacation into the following year. With approval of the Service Director prior to December 1 of any year, employees may take cash in lieu of up to half of their vacation time off for that year.

Section 6. The number of vacation days to which each employee may be entitled during a calendar year shall be posted effective January 1 of each year, however, vacation is not due until it is actually earned by the employee. For example: an employee who was hired on May 1 and has completed five (5) years of service with the City is entitled to fifteen (15) vacation days during the calendar year, provided the employee is employed the entire year. Thus, although the employee will receive a post of fifteen (15) vacation days on January 1, the employee must be employed the entire calendar year in order to earn all fifteen (15) vacation days. If the employee leaves the City's employ before December 31, the number of vacation days actually earned will be pro-rated and the employee is entitled to time off or compensation only for the number of days earned during the year. If the employee utilizes more vacation than they have earned, the City will charge back any unearned days that were taken by the employee when calculating the employee's final balances.

ARTICLE 24.

OTHER BENEFITS

Section 1. HEALTH INSURANCE The City will provide each employee and their family with coverage under a group health insurance policy, underwritten by an insurance carrier as determined by Council. Said insurance shall include hospital, surgical, prescription, optical and dental coverage.

Each bargaining unit will appoint one (1) representative by January 15th of each year and the City will appoint two (2) Council Members to serve on an Advisory Committee which will be chaired by the Mayor. The objectives of the Advisory Committee shall be to review the City's health care program and make recommendations for health care specifications prior to the time the City advertises for bids, and after bids are received, to review the bids and make a recommendation as to the plan that should be selected by Council at least sixty (60) days prior to the expiration of the existing health care contract(s) and before Council makes its final decision. The goals of the Advisory Committee's recommendation to Council shall be two-fold, both being given equal consideration. The first goal is to minimize the expense to the City of the plan that is to be adopted, and the second is to maintain the level of benefits to the employees when comparing the plan that is to be adopted with the existing plan.

~~For the first year of this contract, 2018, all health insurance premium costs incurred or paid by either the City or the employees are accepted as payments in full, without recourse.~~

It is recognized insurance premiums have increased 2.5% for 2021 and the city has agreed to absorb that cost increase. For any increases in health insurance premium costs for subsequent years of this contract the City shall absorb such increases up to 4%; any increases between 4% to 8% shall be shared equally between the city and each employee; any increases above 8% shall cause the city to negotiate a health insurance plan redesign with its provider.

~~For the subsequent two (2) years of this contract, Beginning January 1, 2021, 2019, each employee enrolled in a city sponsored health insurance plan shall contribute fifteen percent (15%) per month of the actual cost of their monthly premium charged to the City by its insuring~~

agency, with a maximum employee contribution as follows: The City will provide the actual cost to each employee in a private manner.

- Employee only health insurance plan - \$85.00 per month
- Employee plus spouse health insurance plan - \$180.00 per month
- Employee plus child(ren) health insurance plan – \$150.00 per month
- Employee plus spouse, and child(ren) (family) health insurance plan - \$250.00 per month

Employees who opt out of the entire City Sponsored Health Insurance Plan after January 1, 2020 ~~2019~~ will be compensated at the rate of ~~\$250.00~~ ~~\$200.00~~ per month payment to be made monthly.

However, an employee who opts out of any specific portion of the City Sponsored Health Insurance Plan, retaining other portions of coverage, will be compensated for the difference between ~~\$250.00~~ ~~\$200.00~~ a month and the monthly premium for the specific insurance coverage chosen. For example, if the City’s monthly premium for dental and vision coverage totals \$110.00 per month, and an employee opts out of the medical/prescription coverage only, thereby retaining coverage for dental and vision, the employee will receive ~~\$250.00~~ ~~\$200.00~~ minus \$110.00, equals ~~\$140.00~~ ~~\$90.00~~ per month.

Employees who opt out of the City provided plans must submit to the Finance Director proof of medical coverage by another plan. The city assumes no liability for health coverage claimed by any employee who opts out of the city provided plan and does not guarantee that the opting out employee’s claimed alternative coverage is actually in force and effective.

Section 2. LEAVE OF ABSENCE

a. FMLA Leave

All employees in the bargaining unit shall be eligible for leave as provided by the Family and Medical Leave Act (“FMLA”), consistent with the City’s policy. Employees who qualify for FMLA leave will be required to use all accrued sick, vacation, holiday and compensatory leave (in that order) concurrently with FMLA leave. As required by law, such employees shall continue to be covered by the City’s health insurance coverage during the time of their FMLA leave, provided that they make their required premium contributions

b. Unpaid Leave of Absence

After exhausting FMLA leave, an employee with at least five (5) years of service with the City may apply in writing to the Mayor for an unpaid leave of absence not to exceed three (3) months. No compensation shall be paid to, nor fringe benefits accrue on behalf of, a employee on such leave. Employees granted such leave shall notify the Mayor at least thirty (30) days prior to the expiration of such leave of their intention to return to active employment with the City. Failure to provide such written notice shall be just cause for the City to terminate the individual from employment with the City. Employees on leave pursuant to this Section shall not earn or accrue any type of paid leave.

c. Injury Leave

If an employee is injured or exposed to a contagious disease while working for the City, they shall be eligible for a paid leave not to exceed ninety (90) calendar days, provided they file and be deemed eligible for workers compensation benefits and assign to the City all monetary benefits for which they are eligible.

If, at the end of the initial ninety (90) calendar day period, an employee remains eligible for workers compensation benefits, their leave may, at the City's sole discretion, be extended for an additional ninety (90) calendar days. If such additional leave is granted, employees must assign to the City all monetary benefits for which they are eligible.

Under this Section, every forty-five (45) calendar days, the City shall have the right to require the employee to submit to an examination by a physician approved and paid for by the City in order to be eligible for continued leave of absence. Should there be difference of opinion between the employee's physician and the City's physician, the employee shall be referred to a mutually agreed upon physician whose opinion shall be binding upon the parties. The cost of such examination shall be shared equally by the employee and the City.

At the end of the period of leave under this Section, if an employee is unable to return to their position, they shall utilize all accrued sick, vacation, holiday and compensatory leave (in that order) or request a disability separation.

Section 3. FUNERAL LEAVE. All employees shall be granted Funeral Leave with pay as follows:

- a) Upon the death of a family member, defined as brother, sister, aunt, uncle, grandparent, **grandchild**, mother-in-law, father-in-law, brother-in-law, sister-in-law and all such step relations, **including stepchild**, three (3) days;
- b) Upon the death of a spouse, child, mother, father, five (5) days;
- c) In addition to, and separate from the foregoing, during an employee's employment with the City, each employee may have up to three (3) days off with pay for the death of any other family member or friend.

If an employee requests additional time off as the result of a death under subsections (a) or (b) above, the employee may utilize accrued Personal, Holiday and/or Vacation leave, with the prior approval of the Department Head.

If any other City bargaining unit receives a greater benefit than that set forth above, such benefit will apply to this agreement as well.

Section 4. JURY DUTY/WITNESS DUTY. Employees called as a witness in a legal or quasi-legal proceeding will only be eligible for compensation in those cases if the employee is

called as a witness in a criminal or civil case in which the City is a party and the employee is not a party against the City.

Employees serving jury duty shall be afforded paid leave not to exceed two (2) weeks. Employees will receive their regular base pay and benefits while serving such duty, but must pay to the City all monies received for such service. If jury duty exceeds two (2) weeks, the employee may appeal to the Mayor for continued paid leave, which shall be granted, but only after the employee has unsuccessfully petitioned the Judge in the case to be replaced by an alternate juror and furnished proof of such petition.

Section 5. UNION LEAVE. At the request of the Union, a leave of absence without pay shall be granted to employees who have completed their probationary period and who are required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment. The Union shall advise the Employer of the anticipated duration of the leave prior to its effective date.

Section 6. MILITARY LEAVE. In accordance with the State law, any employee who presents in a timely fashion official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to military leave. Such military leave shall be in addition to authorized vacation leave. Any employee who enters extended military service with the Armed Forces shall be granted a leave of absence as provided by law.

Section 7. APPLICATION FOR LEAVE OF ABSENCE. All leaves of absence without pay and any extension thereof must be applied for in writing to the Mayor or his/her designee, on forms supplied by the Employer, at least ten (10) working days prior to the proposed commencement of the leave, except in serious or unusual circumstances. Notification of the approval or denial of the requested leave shall be given to the employee in writing within five (5) working days after the submission of the request. Any denial of a requested leave shall include the reason for the denial.

Section 8. EARLY RETURN. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Employer and provided the employee gives the Employer ten (10) working days' prior notice.

Section 9. LIFE INSURANCE. The City shall obtain life insurance for each full-time employee in the face amount of \$25,000.00. Said insurance may include Accidental Death and Dismemberment coverage. The carrier shall be determined by the City.

Section 10. UNIFORM ALLOWANCE. The City will provide to employees in the Service Department who perform manual labor a uniform allowance of ~~\$650/year~~, ~~\$600/year~~, and ~~\$300/year for secretary~~, paid in a single check, in January of each year, plus uniform rental service as provided under Section 244.16 of the Codified Ordinances of the City.

Section 11. LONGEVITY. Once an employee has completed five (5) years of full-time service with the City, he/she shall receive Longevity Pay.

A. Longevity Pay will be calculated and paid to each eligible employee in a lump sum on the last scheduled payday in November of each year. An employee's Longevity Pay will be equal to .002 multiplied by the number of years of service that he/she will have completed by December 31st of the current year, multiplied by that employee's Annual Base Salary. All computations will be computed to two (2) decimal places. Longevity Pay will be added to base pay for calculating overtime rate of pay. Longevity Pay will not exceed \$1,500.00 per year.

B. The computed longevity amount calculated per employee in Section A will be divided by 2080 hours to determine the amount to be added to the base hourly rate for overtime computations.

C. If any other City bargaining unit receives a greater benefit than that set forth above, such benefit will apply to this agreement as well.

Section 12. C.D.L. LICENSE RENEWAL. The City will be responsible for the cost of the C.D.L. license renewal.

Section 13. AFSCME LEGAL SERVICES PLAN. Effective January 1, 2003, the City shall contribute \$5.00 per month to the Ohio AFSCME Care Plan for each employee covered by this Agreement for the legal services benefit. This premium amount shall not increase during the term of this Agreement.

Section 14. AFSCME HEARING AID PLAN. Effective January 1, 2003, the City shall contribute \$.50 per month to the Ohio AFSCME Care Plan for each employee covered by this Agreement for the hearing aid benefit. This premium shall not increase during the term of this Agreement.

ARTICLE 25.

PERSONNEL RECORDS

Section 1. An employee may request an opportunity to review his personnel file at a reasonable time and place, and shall be permitted to have a representation of the Union present when reviewing his file. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 2. An employee shall have the right to place a rebuttal document, clearly marked as such, in his file in response to any matter in the file with which the employee disagrees.

Section 3. Inclusion of matters in the personnel file is subject to the grievance procedure.

ARTICLE 26.

TOTAL AGREEMENT

Section 1. This Agreement represents the entire agreement between the City and the Union and unless specifically set forth in the express written provisions of this Agreement, all economic and other benefits, practices, procedures and regulations previously in effect shall be discontinued; provided, however, that the City may, without formally repromulgating them, maintain in effect any rules, regulations and procedures that it could make pursuant to Article IV, City's Rights, of this Agreement.

ARTICLE 27

SAVINGS CLAUSE

Section 1. In the event any one or more provisions of this Agreement is found to be contrary to law by a final, non-appealed decision of a court of competent jurisdiction, such provision or provisions shall be deemed severable from the rest of this Agreement, and the rest of this Agreement shall remain in full force and effect. In such event, the City and the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 28.

OBLIGATION TO NEGOTIATE

Section 1. The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 29.

DURATION

This Agreement (and signed addendum) represents the entire agreement on all matters subject to bargaining between the City and the Union. It is effective upon ratification, and shall remain in effect for the period of three (3) years from January 1, ~~2021~~ ~~2018~~ through December 31, ~~2023~~ ~~2020~~. If either party wishes to negotiate changes to take effect after December 31, ~~2023~~ ~~2018~~, written notice of the desire to negotiate shall be provided to the other party so as to be

received by not later than the close of business on November 1, ~~2020~~ 2023. If such notice is not received in a timely fashion, the Agreement shall be renewed for an additional year.

ARTICLE 30.

DRUG TESTING

The parties agree that all bargaining unit employees will be subject to random drug testing. Such testing will be conducted in accordance with the parameters established by the U.S. Department of Transportation.

Executed at Olmsted Falls, Ohio by the parties and representatives shown below:

For the City:

For the Union:

James P. Graven, Mayor

AFSCME Representative

Date

Date

~~Jason Edmondson~~ Gary Kopchak

Date