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STATE EMPLOYMENT
RELATIONS BOARD

COLLECTIVE BARGAINING AGREEMENT

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between

CITY OF ALLIANCE, OHIO

and

**LOCAL 2233-A
ALLIANCE WATER TREATMENT PLANT**

and

COUNCIL 8

American Federation of State, County and Municipal
Employees Union, AFL-CIO

SERB Case #05-MED-10-1275

January 1, 2006

through

December 31, 2008

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PREAMBLE/PURPOSE

This Collective Bargaining Agreement, entered into at Alliance, Ohio, between the City of Alliance, (hereinafter referred to as the ("City"), and Local 2233-A Alliance Water Treatment Plant and Ohio Council 8, both of the American Federation of State, County and Municipal Employees Union, AFL-CIO, (hereinafter referred to as the "Union").

WHEREAS, it is the intent and the purpose of the parties hereto that this Agreement respect and promote the mutual interests, responsibilities and obligations of the "City" and the "Union" to achieve better understanding, to provide for the efficient and economic operation of the services provided by the City, to provide a peaceful adjustment of differences between the parties and to provide for matters pertaining to wages hours, benefits, and terms and conditions of employment. **Changes made by the parties for their January 1, 2006 through December 31, 2008 Successor Agreement are entered in bold type.**

NOW, THEREFORE, in consideration of these mutual covenants herein contained, the parties agree to as follows:

ARTICLE I RECOGNITION AND BARGAINING UNIT

Section 1. The City hereby recognizes the Union as the sole and exclusive representative and bargaining agent for the Bargaining Unit consisting of employees in the Water Treatment Department for the purpose of collective bargaining. The City shall not recognize any other organization, person or union as representing any employee within the Bargaining Unit herein.

Section 2. The Bargaining Unit shall include all full-time and regular part-time employees of the Water Treatment Department of the City of Alliance, except those excluded in Section 3 of this Article.

Section 3. Excluded from the Bargaining Unit and Agreement are all employees of all other departments of the City of Alliance and all office clerical employees, all management level employees, supervisory employees, confidential employees, professional employees and casual employees so defined under Chapter 4117, Ohio Revised Code.

Section 4. It is understood that supervisory employees currently perform bargaining unit work and will continue to perform Bargaining Unit work at the discretion of the City. However, the City shall not use the foregoing as a subterfuge to reduce the size of the Bargaining Unit. Moreover, no supervisor will be permitted to perform Bargaining Unit work which would provide an overtime opportunity for a Bargaining Unit member unless

all Bargaining Unit members are, at that time, performing Bargaining Unit work or unless that overtime work is work regularly performed by the supervisory employee(s) in the past. The foregoing restriction will not apply in the case of emergency, training, the unavailability of Bargaining Unit employees, or where the amount of Bargaining Unit work is de minimis, and the like.

Section 5. It is understood that the City employs Welfare/Workfare individuals and persons assigned by the Courts to perform work which may be considered Bargaining Unit work. It is agreed that the City will retain the right to use such individuals to supplement the Water Treatment Department Workforce.

Section 6. When the Employer creates a new classification in which the employees perform work in the Water Treatment Department similar to work performed by unit employees, such classification shall be included in the Bargaining Unit.

ARTICLE II **MANAGEMENT RIGHTS**

Section 1. The Union recognizes, that except as otherwise limited to this Agreement, it is the exclusive function of management to maintain order, discipline, efficiency and to operate the City and perform all functions attendant thereto, including but not limited to, the following:

- A) To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the departments; its available funds and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform functions, services, and programs of the departments;
- B) To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, demote, transfer, layoff, train, retrain, to suspend, discipline, remove, or dismiss for just cause; and to retain, or reinstate employees;
- C) To direct, supervise and manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; and to select the personnel by which departmental operations shall be carried out; to establish, continue or change, policies, practices, rules and regulations;
- D) To maintain or increase the efficiency and/or effectiveness of departmental services; to relieve employees from their duties because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of departmental services; and to schedule overtime;

- E) To take any actions deemed necessary to carry out the functions, services and programs of the department in an emergency; and
- F) To determine the classifications, size and duties of the work force, determine shifts and reasonable overtime requirements, assign allocated work to and between departments, reorganize, discontinue or enlarge any departments, or portions thereof, and to otherwise carry out all ordinary and customary functions in management.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects, including but not limited to, those enumerated above, reserved to and retained by the City under this Article.

Section 2. This Agreement expresses the complete understanding and agreement of the parties on all matters pertaining to or relating to wages and other compensation, working conditions and the terms and conditions of employment. Each party retains those rights inherent to or previously exercised by it except as specifically limited by this Agreement. It is acknowledged and agreed that during negotiations which resulted in this Agreement, the parties had the free and unlimited right to make proposals and demands relative to all subjects of bargaining. Therefore, the parties specifically waive any rights which either may have to require the other to bargain collectively, during the life of this Agreement, with respect to the exercise of any rights reserved to and retained by the City pursuant to either Section 4117.08(C) of the Revised Code, or Section 1 of this Article.

Section 3. The City specifically retains all those rights contained in Section 4117.08(C)(1)-(9), Ohio Revised Code.

ARTICLE III

DUES DEDUCTIONS/ASSESSMENTS/FEES/AND OTHER PAYROLL DEDUCTIONS

Section 1. The City agrees to deduct payroll deductions of union dues, fees or assessments once each month from the pay of any employee in the Bargaining Unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union must be presented to the City by the Union. Upon receipt of the authorization, the City will deduct union dues, fees or assessments from the payroll check for the next pay period in which the authorization was received by the City.

Section 2. The rate of which dues, fees or assessments are to be deducted shall be certified to the payroll clerk by the Treasurer of the local union. One (1) month advance notice must be given the payroll clerk prior to making any changes in dues, fees or assessments.

Section 3. The City shall not be liable for the remittance or payment of any sum other than those constituting actual deductions made; and if for any reason it fails to make a deduction for an employee as provided above, the City shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to the attention by the employee or the Union.

Section 4. The City agrees to forward to the Treasurer, care of the Controller, AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085, a warrant in the aggregate amount of the dues deductions, fees or assessments, with a listing of the employees for which such deductions were made, to be transmitted within the month such deductions were made. The local Union Treasurer and Ohio Council 8, Akron Regional Office, shall be forwarded a copy of the warrant and listing each month.

Section 5. The parties agree that the Employer assumes no obligation, financial or other arising out of the provisions of the Article regarding the deduction of union dues. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, demands, actions, proceedings or other forms of liability arising from deductions made by the employee pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

Section 6. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

Section 7. Fair Share Fee. Effective with the execution and approval of this Agreement, all employees in the Bargaining Unit who, sixty days from the 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 the execution and approval of this Agreement, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective sixty one 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 Union. The deduction of the fair share fee from earnings of the employee shall be made without a written authorization for payroll deduction. A separate listing of all names of employees who are being deducted a fair share fee shall be furnished to the Union and Ohio Council 8 as in Section (4) above. Payment to the Union of share fees shall be made in accordance with regular dues deductions as provided herein. The City shall notify each new employee at the time of hire of their right to join the Union, or their obligation as a condition of employment to payment of a fair share fee as indicated above.

Section 8. The City agrees to payroll deduction from the pay of employees who have given written authorization of any monies for any Credit Union as authorized by the City Auditor and to remit such deductions to the Credit Union.

Section 9. The City agrees to payroll deduction from the pay of employees who have given written authorization of any monies for the items for which it currently makes such other payroll deductions, such as U. S. Savings Bonds, Ohio Deferred Compensation, United Way, PEOPLE and the like.

ARTICLE IV **PROBATIONARY PERIOD**

Section 1. The probationary period for all new hires in classifications covered by this Agreement shall not exceed thirty (30) months; however, when the employee attains certification his probationary period will end, so long as the employee has worked at least ninety (90) work days from his date of hire.

Section 2. Probationary employees may be terminated without recourse to the grievance procedure or to civil service appeal during the probationary period.

Section 3. The City may require a new employee, prior to hiring, to submit to a physical examination to be tested for agility, to submit to psychological testing and other nondiscriminatory job-related tests, with such testing at no cost to the employee.

The City at its own expense may require an employee to submit to a physical, psychological and other non-discriminatory job-related testing, including drug testing, to determine an employee's capabilities to operate equipment or for specialized duties commensurate with classification opportunity, for job bid openings an employee may be promoted to or to assure that an employee is still capable of performing his present job. Such testing and requirement shall not be arbitrary nor unreasonable. Employees may use the Employee Assistance Program in connection with this Section.

ARTICLE V **CERTIFICATION REQUIREMENT**

Section 1. Every employee hired after January 1, 1994 shall obtain a certification within thirty (30) months of his/her original date of hire. This minimum licensing requirement shall be necessary for continued employment at the Alliance Water Plant. If the employee fails to obtain the Class I operator license from the Ohio EPA for his position within the thirty (30) month **period, the employee** shall be dismissed.

Section 2. The City may, at its discretion, waive or extend the time requirements of Section 1.

Section 3. Effective January 1, 1997, the City shall no longer pay any expenses related to the certification process. However, any employee who becomes certified will receive a one time payment of \$500.00. Current employees shall be entitled to the one time payment if they obtain a higher class operator's license during the term of this Agreement.

ARTICLE VI

SENIORITY

Section 1.

- A) Seniority shall mean the employee's length of service with the Employer when he first starts to receive compensation, or from the date on which the employee was last hired by the City in the event the employee leaves the employ of the City. Any employee who leaves the employ of the City for any reason, other than as indicated in Part (B) of this Section, shall have considered as having broken his City service, provided that if the employee returns within one (1) year his seniority shall be considered frozen at the time that he left the City's employ and seniority shall begin to accumulate again.
- B) If an employee has been granted a medical leave of absence, including sick or disability leave, or on layoff or on a tour of duty in any branch of the Armed Forces of the United States, the employee shall have such time credited to his continuous service with the City.

Section 2. New hires shall have no seniority during their probationary period. However, upon completion of the probationary period, seniority shall be computed from the start of receiving compensation from the Employer or as otherwise applied in Section 1(A) above.

Section 3. If an employee is promoted to supervision, and decides to return to the Bargaining Unit within one (1) year from the date of the promotion, the employee will be returned to the Bargaining Unit with the seniority the employee held at the time of the promotion. If an employee transfers to another department of the City, and decides to return to the Water Treatment Department within ninety (90) days from the date of such transfer, the employee will be returned to the Bargaining Unit with the seniority the employee held at the time of the transfer. In the case of either a promotion or transfer, the employee returning to the Bargaining Unit will be assigned to an available open position and to the shift of that available opening.

Section 4. Seniority is not to be confused with continuous service with the City of Alliance. Continuous service with the City shall be defined as the uninterrupted service of an employee from his/her original date of employment with the City of Alliance to include and take into account any consecutive interdepartmental transfers or appointments.

Section 5. A seniority list of Bargaining Unit employees shall be kept current by the City and posted on all Union bulletin boards with copies forwarded to the Union President and all Union Stewards within thirty (30) days of the signing of this Agreement.

ARTICLE VII

LAYOFFS

Section 1. In the event it becomes necessary, through the lack of funds or work to reduce the force in the Department, the youngest employee in point of department service shall be laid off first. Non-regular and probationary employees will be laid off before regular employees. Specialized jobs may be exempt from the provision.

Section 2. Notice of layoff shall be as follows:

- A) In the event of an actual layoff, Management will notify the affected employee(s) in writing not less than five (5) days in advance of the layoff date.
- B) In the even to fan actual layoff, Management will notify the affected employee(s) in writing not less than five (5) days in advance of the layoff date.

Section 3. An employee who is laid off shall be entitled to be compensated, on request, for all unused comp time, overtime, holiday and vacation time at his/her current rate of pay. This same schedule applies to resignation.

Section 4. No new employee shall be hired until all laid off employees have been given ample opportunity to return to work on the Department for which they had been laid off. Recall rights terminate twenty-four (24) months after layoff date. Employees will be notified of their recall by telephone followed with a written notice sent by regular mail. If the City is unable to reach the employee to be recalled by telephone, notice will be sent by certified mail, return receipt requested.

Section 5. The City further agrees that prior to laying off a Bargaining Unit member, it will meet with the Union to discuss alternatives to layoff which could include a reduction in hours or days per week for employees in order to effectuate the needed payroll savings. However, the City's decision after meeting with the Union shall be final. Employees maintain the right to grieve the layoff procedure.

ARTICLE VIII

GRATUITIES

No employee shall accept any gratuity, gift, or other valuable item for his personal use from another person, when such gifts are given with the expectation or understanding that the employee will attempt to secure for such person at the hands of the City better or more favorable treatment than that accorded other persons.

ARTICLE IX
INCOMPATIBLE EMPLOYMENT

No member of any department shall engage in any occupation or outside activity which is incompatible with his employment by the City. Any employees engaging in any occupation or outside activity for compensation shall inform the Mayor of the time required and the nature of such activity in writing, and the Mayor shall determine whether or not such activity is compatible with City employment.

Any occupation or outside activity which is subject to any form of inspection, review, or approval on the part of any City Department, Board of Commission is considered to be a conflict of interest and thus not compatible with employment by the City.

ARTICLE X
COMPENSATION LIMITED BY APPROPRIATION

No provision of this contract shall be construed as authorizing any increase in salary, wage or benefit during a fiscal year which would result in exceeding appropriations made for such purpose. Nothing in this clause is meant to negate legislative approval of the terms of this Agreement, but rather is meant to protect the City from unexpected increased costs until the City can resolve the problem.

ARTICLE XI
NO STRIKE/NO LOCKOUT

The Union and the employees recognize that a strike, as defined in Section 4117.01 of the Ohio Revised Code, is illegal during the term of a collective bargaining Agreement and during the settlement procedure set forth in Section 4117.14 of the Ohio Revised Code and they pledge not to engage in any strike against the City of Alliance as defined in the preceding sections, as prohibited in Section 4117.15 of the Ohio Revised Code, including but not limited to, slowdowns, job actions, sympathy strikes, or other concerted interference or withholding of any job assignments, and further agree to cross any picket line established by any other union representing the employees of the City of Alliance in order to perform their duties. Nothing in this section shall be construed to preclude the City from seeking to enjoin any such strike in accordance with the provisions of Section 4117.15 and 4117.16, Ohio Revised Code, or any disciplinary action which may be taken against striking employees pursuant to section 4117.15(C), Revised Code.

Moreover, the obligations, rights and provisions of this Article shall be completely independent of and shall not affect or be affected by any other provisions of this Agreement, including any grievance and arbitration provisions, nor shall the grievance and arbitration provisions act to preclude the City from exercising any statutory right to

enjoin the strike or to discipline strikers.

The City agrees not to lock out its employees during the term of this Agreement.

ARTICLE XII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Procedure. A grievance is a complaint, dispute or controversy in which it is claimed that the City has failed in an obligation under this Agreement and which involves the meaning, interpretation or application of this Agreement. Both parties agree that all grievances shall be dealt with promptly and every effort shall be made to settle grievances as close to the source as possible. Should the City fail to comply with the time limits, the Union may appeal immediately to the next step. Should the Union fail to comply with the time limits herein, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent.

The word "day" shall mean calendar days, excluding Saturdays, Sundays, and legal holidays for the purpose of this Article. The following procedure shall be utilized when a grievance is initiated by an employee, group of employees, or the Union.

Step 1: A grievance must be presented orally to the immediate supervisor, within three (3) working days of the occurrence or within three (3) days after the occurrence has become known to the employee. The supervisor shall have three (3) days following such presentation to submit an oral response.

Step 2: If the grievance is not settled at the first step, the Union or the aggrieved may reduce the grievance to writing. The written grievance must be presented to the Superintendent of the aggrieved within three (3) days after receipt of the Step 1 answer. The grievant, his steward and the Superintendent shall meet promptly to attempt to resolve the grievance. The Superintendent shall reply in writing within three (3) working days of such meeting.

Step 3: If the grievance is not settled at Step 2, the Union may appeal in writing to the Safety-Service Director. Such appeal must be submitted within five (5) days after receipt of the Step 2 reply. The Safety-Service Director or his designated representative shall meet within fourteen (14) calendar days with the Union to attempt to resolve the grievance. The Safety-Service Director shall reply to the Union in writing within five (5) days following such meeting to the grievant, Union President and to a representative of Ohio Council 8 in attendance at such meeting.

Step 4: If the grievance is not resolved in Step 3, the Union may, within thirty (30) days of the decision of the Safety-Service Director, certify in writing to the City of its intent to submit the grievance to arbitration.

Section 2. Arbitration. The failure to request an arbitration panel within fourteen (14) working days of the termination of the grievance procedure will result in the dismissal of the grievance. The parties shall have five (5) working days to select an arbitrator by mutual agreement. If such an agreement is not reached, either party may send a panel of seven (7) arbitrators to both parties. When the list is received, either party may reject the list and request that the Federal Mediation and Conciliation Service supply a second list of seven (7) new names. The representatives of the parties shall alternatively strike names from the list until only one (1) name remains. The last remaining name shall be the arbitrator. A hearing date must be selected within fourteen (14) working days after the Union advises the City that the matter has been approved for arbitration by the Union.

Section 3. JURISDICTION. Jurisdiction of the arbitrator selected shall be limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any submission Agreement which shall be entered into between the parties hereto, are subject to submission to arbitration; and
2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator, such jurisdiction shall not give the arbitrator authority to supplement or modify this Agreement by reference to any so-called practices or customs of any other Employer; and
3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, or changes or amends any term or condition of this Agreement or conflicts with the provision of this Agreement; and
4. The rendition of a decision or an award which is not retroactive to a date preceding the date the grievance upon which the decision or award is based or was first represented in writing; and
5. The rendition of a decision or an award which does not grant relief extending beyond the termination date of this Agreement, except as mutually agreed upon by the parties hereto; and
6. The rendition of a decision or award in a discharge or disciplinary layoff case which adjudicates only which in no way modifies or amends the penalty imposed, provided that if the arbitrator finds that the employee was not discharged or disciplined for just cause, any award of back pay shall be limited to the amount of regular wages the employee would have otherwise earned from his employment with the City during the period limited by subparagraphs (4) and (5) above; and
7. The rendition of a decision or award in writing which shall include a statement of the reasons and grounds upon which the decision or award is based; and

8. The rendition of a decision or award based upon the evidence and arguments presented to the arbitrator by the respective parties and in the presence of each other, and arguments presented in written briefs of the parties, if briefs are presented; and
9. The rendition of an award within thirty (30) days of the date of the presentation of the written briefs of the parties, if briefs are presented.

No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by the arbitrator until the arbitrator has rendered his decision and award in writing. The decision of the arbitrator within the limits herein described will be final and binding on the City, the Union, and the employees affected.

All expenses involved in the arbitration proceeding shall be equally shared between both parties. However, expenses related to the calling of witnesses, attorneys fees, or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses are called or attorneys employed.

As provided in Section 4117.10(A), the Civil Service Commission shall have no jurisdiction to receive and determine any appeals related to matters that are subject to this final and binding grievance procedure.

Section 4. Grievance forms shall be provided by the Union as the local union determines.

Section 5. The Regional Director and/or staff representative of Ohio Council 8, AFSCME, and the Union President may attend any Step 3 meeting to assist in settling grievances.

ARTICLE XIII **DISCIPLINARY ACTION**

Section 1. Management Rights: Without limitations upon any right of discharge or discipline, expressly provided elsewhere in this Agreement, the Management shall have the right to discharge, suspend, or otherwise discipline any employee for just cause. In the case of any offense for which an employee may be discharged, the City may, in its discretion, impose a lesser penalty including, but not limited to, warnings, suspensions, reductions in pay, or demotion.

Section 2. Notice of Discipline: All written notices dealing with discipline shall state the type and amount of discipline imposed and the reason for the actions being taken.

Both the employee and his superintendent will receive a copy prior to any disciplinary action.

Section 3. Representation: If the employee requests, he shall have the right, at any time, to have a representative present for the purpose of resolving the dispute. The Union may have a witness present at a disciplinary hearing if the employee fails to ask for or refuses representation.

Section 4. Progressive Discipline: Management shall practice progressive discipline, as defined in the Rules and Regulations, but management reserves the right to determine the step of the procedure applicable to an offense at which discipline begins and the amount of discipline at each step of the procedure based upon the seriousness of the offense. Management practice of progressive discipline does not infringe upon its right to remove an employee from the payroll on the first instance for a firing offense. Management's decision to administer a certain level of discipline for a particular offense will be made on a case-by-case basis and is not to be relied upon as a binding practice.

Section 5. Notification to Department: Each employee shall be supplied with a copy of all work rules and regulations. The Union, where applicable, shall also be supplied with all directives, policy changes and amendments to rules and regulations and the City shall post at least one at each departmental bulletin board in plain view and it is the responsibility of the employees to read the material.

ARTICLE XIV **OVERTIME ASSIGNMENT**

Section 1. The Superintendent shall prescribe periods of overtime work to maintain operational needs.

Section 2. When an overtime situation occurs, the overtime requirement shall be filled by utilizing the fair share overtime list. The list will not expire on December 31st, but rollover into each new year. The employee next in line for overtime on December 31st will be the first called for overtime in the new year.

Section 3. A fair share overtime list shall be established for each shift to include non-supervisory employees only. When a manpower shortage occurs creating overtime, the employee who has received the fewest overtime opportunities on the fair share overtime list shall be asked to work. In the event this employee cannot be contacted or refuses the overtime, the employee next lowest on the list shall be contacted and this shall continue until the manpower shortage has been filled. Sections 2, 3 and 4 of this Article shall not apply to emergency call-ins or to holdover situations.

Section 4. The fair share overtime list shall be kept up-to-date, when overtime is

worked, by the Department Clerk. Each employee has the right, upon request, to know the status of their overtime opportunities and position on said list. Any employee accepting four (4) hours or more of overtime shall have their box filled on the overtime list.

Section 5. A copy of the fair share overtime list will be posted monthly, containing the most current hours of each employee on the list.

Section 6. Employees shall be charged on the fair share list for all overtime opportunities offered and refused, except as provided in Article XV(3). Employees may sign blanket waivers to refuse all voluntary overtime. Union will receive a copy of the waiver. In the event the employee revokes the waiver, the employee shall be charged with the highest number of hours on the overtime list on the date of the revocation.

Section 7. A Bargaining Unit employee shall have a minimum of ninety (90) days department seniority to qualify for overtime, except in the case of emergency and/or holdover situations.

ARTICLE XV **OVERTIME WORK AND ADDITIONAL COMPENSATION**

Section 1. - Administration:

- a) In the event of an emergency, Management may prescribe reasonable periods of overtime work to meet operational needs. When it is practical and possible, all overtime shall be approved by the Safety-Service Director in advance. All overtime must be reported to and justified by the Safety-Service Director. Complete records of overtime shall be maintained by the Department.
- b) If an employee is required to attend training sessions, prior approval must be received from the Safety-Service Director and the employee shall be credited with an hour of comp time for each hour of class time which is attended outside the employee's regularly scheduled shift. This does not include time spent at sessions held to prepare for certification testing.

Section 2. - Overtime Compensation:

- a) Employees who are required to work more than forty (40) hours in one week, or eight (8) hours in one day shall be paid at the rate determined by the following formula:

Employee's Total Hourly rate = Rate per hour X 1.5 = O.T. Rate

- b) Computation of overtime payment shall include credit for vacations, holidays, jury

leave or injury leave. Complete and accurate records of overtime, and all hours, credited toward computation of overtime shall be maintained by the City.

- c) Holdover overtime shall be based on fifteen (15) minute increments. Notwithstanding the provisions of Article XV or the other provisions of this Article, fair share overtime procedures shall not apply to holdover overtime situations involving continuation of a particular task begun during the employee's regular hours.
- d) When an employee is called in to work while off duty, he/she shall be paid for a minimum of four (4) hours at the appropriate rate. If overtime occurs immediately before or after the employee's regular shift, he shall be paid for the actual overtime worked in fifteen (15) minute increments. There will be no call-in pay paid when an employee reports to work as a result of "trading shifts" with another employee.
- e) In the event non-emergency overtime occurs in a department, it shall be on a voluntary basis and shall fall under the guidelines established by the fair-share overtime procedures.
- f) All employees not exempt under the Fair Labor Standards Act, shall receive time and one-half for all hours worked or credited over forty (40) hours in one week or eight (8) hours in one day. All unscheduled work on Saturdays, Sundays or an employee's off day under this Agreement, shall be paid at the overtime rate.

Section 3. Employees may take "Comp Time" off in lieu of overtime compensation. Comp time shall be accrued and banked at 1.5 hours for every hour worked. All other Sections of this Article shall apply to "Comp Time." Comp time earned shall be taken within one (1) year after its accrual. All comp time not used by the end of the one (1) year period shall be paid to the employee at the straight time rate. Maximum "comp time" which may be accumulated is 240 hours.

ARTICLE XVI **RESIDENCY**

Those individuals currently employed by the City maintain their residence within an eight (8) mile radius of the center of the City of Alliance, Ohio.

ARTICLE XVII
WAGES

Section 1. Base Hourly Rates:

Water Treatment Positions	Level	Rate 1/1/2006 4% GWI	Rate 1/1/2007 3% GWI	Rate 1/1/2008 3% GWI
Operator	I	\$16.92	\$17.43	\$17.95
Utility Serviceman	II	\$16.11	\$16.59	\$17.09
	III	\$15.59	\$16.06	\$16.54
	IV	\$15.06	\$15.51	\$15.98
Assistant Chemist/Operator	I	\$17.36	\$17.88	\$18.41
	II	\$16.43	\$16.92	\$17.43
	III	\$15.83	\$16.30	\$16.79
	IV	\$15.24	\$15.69	\$16.16

Water Treatment License Classes and Payments

Level/Class	Rate 1/1/2006 4% GWI	Rate 1/1/2007 3% GWI	Rate 1/1/2008 3% GWI
I	\$0.75	\$0.77	\$0.79
II	\$1.75	\$1.80	\$1.85
III	\$2.80	\$2.88	\$2.97

For Employees hired after January 1, 2007 with no previous related experience:

<u>2006</u>	<u>2007</u>	<u>2008</u>
\$11.59	\$11.94	\$12.30

Related experience means 1 or more years work in Water Treatment or 12 post high school credit hours in related subjects as determined by the Water Treatment Superintendent and the Safety Service Director.

After one year on the job or starting wage for at least a Class I Water Treatment certificate:

<u>2006</u>	<u>2007</u>	<u>2008</u>
\$12.70	\$13.08	\$13.47

After two years on the job pay rate moves to Operator Level IV.

- A) Employees may be moved to a higher rate or back to the base rate based upon merit. However, the decision to make such a change shall be within the City's sole discretion and shall not be subject to review under the grievance procedure.

B) The City, at its sole discretion, may elect to start a new employee at Level IV of Section 1 herein.

C) Assistant Chemist/Operator – This position shall be filled at the City's sole discretion. Bargaining Unit membership is not required to be eligible for the position, but membership is required upon appointment. Bargaining Unit members are eligible to apply. Shift and days off shall be assigned as required by the City and may vary as necessary.

D) When temporary vacancies occur in the Chemist and/or Assistant Chemist position (e.g. vacation, report-offs etc.) and operators are assigned to cover the Assistant Chemist position, the operator shall be paid at the Assistant Chemist rate for all hours so assigned.

Section 2. Pension Pick-up:

The Employer agrees to continue a pension pick-up program for the employees of the Water Treatment Department who are members of this Bargaining Unit in the same fashion it has for other Employer employees covered by P.E.R.S.

Section 3. Paychecks will be distributed every other Friday. If Friday is a holiday, the employees will be paid on the preceding Thursday. Pay checks shall be made available for all members after 3:00 p.m. On Thursdays, if arrangements are made in advance for shift workers or for employees with Fridays off.

If the last payday in December would result in a 27th payday, that pay shall not be made until the 1st day of January of the following year. The City also reserves the right to add an additional payday to make allowance for the manner in which pay date, if the anniversary date is between the 16th and 31st of the month.

Section 4. Longevity pay and unified allowance shall be paid in a check separate from the employee's normal paycheck.

Section 5. If a new job classification is created in the Water Treatment Department, the City shall establish a job description for the new classification and discuss it with the Union. The City and Union also shall discuss the wage rate for the new classification and shall review the skill, effort, ability and responsibility of the new classification as those factors compare to other jobs in the Water Treatment Department when assessing the wage rate to be assigned to the new classification.

If the City and Union cannot agree on a wage rate for the new classification within thirty (30) days of their first discussion over the wage rates, the City may set the wage rate for the new classification and the Union may grieve the matter in accordance with the procedures set out in the grievance and arbitration procedure.

ARTICLE XVIII
HEALTH INSURANCE

Section 1. Health Care Plan:

The City shall maintain a health insurance package as close to the current insurance package as practical for Bargaining Unit members and their families until **December 31, 2006**. The City retains the right to change the carrier or network but not reduce the benefit levels during the term of this Agreement. Effective **January 1, 2007**, the plan changes as specified in Section 3 below shall apply. The terms of the insuring plan are controlling.

Section 2. Other Insurance:

The City will maintain the Bargaining Unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of the Agreement. The City retains the right to change carriers but will not reduce the benefit levels during the term of this Agreement. The life insurance benefit shall be maintained at \$10,000 at the Employer's cost.

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Section 3. Major Medical/Hospitalization/Prescription:

The Employer will provide a comprehensive Major Medical/Prescription plan that includes the following covered changes. Said changes shall become effective **January 1, 2007**. Subject to Section 1(A) above, the Employer shall continue coverages at these benefit levels until **December 31, 2008**. The coverage(s) shall have non-integrated deductibles, NETWORK and NON-NETWORK.

MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION COVERAGES		
AULTCARE or A NETWORK WITH EQUIVALENT COVERAGE		
ITEM	NETWORK	NON-NETWORK
Deductibles	Individual \$250 Family \$500	Individual \$500 Family \$1000
Maximum Out-of-Pocket Coinsurance Amount per Calendar year	Individual \$500 Family \$1000	Individual \$1000 Family \$2000
Hospital Expense	90%	70% of R&C
Outpatient Services	90%	70% of R&C
Physician Services (e.g. Office Visits)	\$15 Co-Pay	70% After Deductible
Prescription Drugs All within Network up to 30 Day supply	Generic = \$8 Co-Pay Preferred Brand or Formulary = \$15 Co-Pay Non-Preferred Brand or Non-Formulary = \$25 Co- Pay	Not Available
Mail Order Prescription Drugs all within Network and up to a 90 day supply	Two Co-Pays for Up to a 90 Day Supply (i.e. 2 for 3) All within Network	

The deductibles above are non-integrated with Network and Non-Network Benefits.

Section 4. Fully Insured Coverage Levels City-Wide:

If the employer can obtain, during the course of this Agreement, by bid process, coverage levels in excess of those listed above at a more cost effective level City-Wide the Employer will have the option to purchase said insurance package. The Employer would then apply said coverages City Wide. The option to accept and/or reject any competitive bid(s) in regard to Health Insurance remains a retained Management Right of the City of Alliance.

Section 5. Term of Coverage

The parties agree that the coverages listed in Sections 1 through 4 preceding shall remain in effect until **December 31, 2008**.

Section 6. Employee Contribution

Effective January 1, 2007 Bargaining Unit employees shall contribute, via payroll deduction, twenty (\$20.00) dollars per pay period for family coverage, fifteen (\$15.00) dollars per pay period for employee/spouse or employee/child coverage and ten (\$10.00) per pay period for single coverage. The Employer would agree to establish a Section 125 plan in order to make said deductions pre-tax.

Section 7. Spousal Coverage

A) If an employee's spouse is eligible for insurance coverage through his or her Employer's medical, dental or other insurance plan, based upon the employee's spouse working an average of twenty-five (25) or more hours per week as per HIPPA Standards, then primary coverage must be carried with the primary Employer of each spouse to be eligible for medical coverage under the City of Alliance's health care plan. Eligible dependents for which the City of Alliance has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the City of Alliance medical plan.

B) The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. For eligibility determination under this provision, an annual Spousal Medical Coverage form shall be completed by the employee. The Spousal Medical Coverage form is attached to this Agreement as Appendix C. The Employer reserves the right to verify this information at any time.

C) Under this provision, the Employer reserves the right to pay spousal medical claims as a secondary payer, but not as the primary payer based on items A and B above

D) Implementation is required at the spouse's next earliest open enrollment period or qualifying event..

E) It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

Section 8. Ohio AFSCME Care Plan

The City shall contribute to the Ohio AFSCME Care Plan for the purpose of providing Dental II, Vision, Hearing, Prescription and Life Insurance benefits to eligible Bargaining Unit Employees in accordance with the rules and regulation of the Fund and all applicable Federal and State Laws. Contributions shall be made between the first (1st) and the tenth (10th) of each month at the rate of fifty-five dollars and seventy-five cents

(\$55.75 per month for each Bargaining Unit employee). Newly hired employees shall become eligible to enroll into the Ohio AFSCME Care Plan on the ninety-first (91st) day of employment. The monthly rate shall not increase during the term of this contract.

Section 9. Ohio AFSCME Legal Services Fund

The City shall contribute to the Ohio AFSCME Legal Services Fund five dollars (\$5.00) per month for each full-time Bargaining Unit employee commencing on the ninety-first (91st) day of employment for newly hired employees.

Section 10. Successor Agreement

It is understood that Sections 8 and 9 are effective for this contract only and the coverage will expire automatically at the end of this contract unless included within the successor labor Agreement, if any.

ARTICLE XIX **INJURED ON DUTY**

Section 1.

- A) The Safety-Service Director shall pay an employee who may be injured or disabled while in the discharge of his duties, his full regular salary (subject to Section (B) below) for a period of six (6) months, or such part thereof, and as the disability may continue. Such disabled or injured employee shall perform duties within the Water Treatment Plant other than his regular duties, if he is physically able to do so.
- B) Commencing with the date the injury is incurred, the employee shall be paid from accrued sick leave. If the employee is not able to return to work, due to the injury, on the eighth (8th) day of injury, payment shall commence from I.O.D. pay. If the employee is not able to return on the fourteenth (14th) day of injury, the sick time of the first seven (7) days shall be restored.

If an employee has not accumulated forty (40) hours of sick leave, and if the disability ends in less than fourteen (14) days, he shall be paid sick leave during the first week of disability; however, the payment for that week shall be charged against his future accrual of sick leave.

- C) If any employee covered by this Agreement shall be entitled to receive benefits or payments from the Public Employees Retirement System, the foregoing provisions of this Article shall not be effective.
- D) Paragraphs (A) and (B) above shall not be effective unless the injury is of such

severity as to require medical care, and a request for I.O.D. pay shall be made in writing on a form provided by the Safety-Service Director, unless an employee is physically unable to do so.

The employee shall be required to provide a physician's statement verifying the employee's injury. He shall further be required to furnish a physician's statement verifying he is capable of returning to normal or light duty.

- E) The Safety-Service Director may, from time to time, require a medical report on a form prescribed by the Director from the employee's attending physician verifying the disability. I.O.D. time also will be counted against an employee's available Family and Medical Leave Act leave.
- F) Each employee shall be entitled to a six (6) month period per injury on duty. If an employee returns to work for any reason other than light duty, the balance of the six (6) months related to that specific injury shall be held in reserve for future aggravation or reoccurrence of that injury.
- G) If an employee is denied workers' compensation benefits, I.O.D. time will not be paid and any I.O.D. time paid previously will be reimbursed to the City after a determination by the Bureau of Workers' Compensation that an injury was not work related.

Section 2.

- A) If an employee returns to light duty, the light duty shall not be counted against the six (6) months injury time.
- B) Paragraph "B" of Section 1 will not apply in the event of aggravation or reoccurrence.

ARTICLE XX **PAID LEGAL HOLIDAYS**

Section 1. Employees shall receive compensation in pay or accumulative holiday time for the following legal holidays:

- | | |
|-----------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin L. King Day | 8. Veteran's Day |
| 3. President's Day | 9. Thanksgiving Day |
| 4. Good Friday | 10. Day after Thanksgiving |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | 12. Personal Day |

Section 2. When a holiday falls on a Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday, whichever is applicable. However, operators shall celebrate the holiday on its normal/actual day.

Section 3. If an employee is on funeral leave, jury duty leave, or approved sick leave when a holiday is celebrated, he shall receive an alternative day off, with pay, mutually agreed upon between the City and the employee.

Section 4. Where work is the result of a call-in on any of the holidays identified in Section 1, the employee is entitled to additional compensation as follows:

- I. **Option I Pay Only:** Employee shall be paid 2.5 times the regular rate; i.e. "20 hours pay for 8 hours worked."
- II. **Option II Pay Plus Compensatory Time:** Employee can elect to be paid 1.5 times the regular rate for the hours worked and the balance of the compensation in time off; i.e. "12 hours pay for 8 hours worked and 8 hours comp time."
- III. **Option III - Compensatory Time Only:** Employee can elect to be paid the regular rate for the hours worked and the balance of the compensation in time off; i.e., "8 hours pay for 8 hours worked and 12 hours comp time."

Section 5. When an employee is not scheduled to work on a holiday, he is entitled to:

- I. **Option I Pay Only:** Employee shall be paid 8 hours holiday time at regular rates, i.e. "8 hours pay at regular rate."
- II. **Option II- Compensatory Time Only:** Employee can accrue 8 hours compensatory time to be used as comp time at some future date provided it does not require replacement overtime.

Section 6. The City shall have the right to apply its current practices and procedures to implement further the terms of this Article.

ARTICLE XXI **VACATION**

Section 1. Vacation accumulation shall be based on the schedule established herein.

Section 2. Employees Hired After April 1, 1985:

- A) During the first partial calendar year of employment an employee will accumulate

vacation time from his/her hire date to December 31 of his/her hire year.

- B) After January 1st of the following calendar year, the employee shall be entitled to take the pro-rata amount of vacation accumulated during his/her previous partial calendar year of employment.
- C) During the first full calendar year of employment an employee will then accumulate vacation time to be taken in the following calendar year.
- D) When an employee's hire date is prior to the 16th day of a month the employee shall be credited for the full month for vacation purposes. If an employee's hire date is the 16th of the month or after the employee shall not receive credit for the month; credit shall begin on the first day of the next month.
- E) This Article does not apply to part-time employees.

Section 3.

- A) When an employee becomes eligible for the next higher vacation bracket, the additional vacation shall be taken after the hire date anniversary. The additional vacation is to be taken prior to the completion of the calendar year in which he/she became eligible for the additional vacation except as provided in (B).
- B) If an employee's hire anniversary date is December 1st through December 31st, the additional vacation may be carried forward to the next calendar year, but it shall be taken by March 31st of that calendar year. When this circumstance occurs, the limit will be waived to allow no more than two (2) employees off on any given shift. The senior employee in any given department shall have first selection of this time.
- C) Vacation shall also be accumulated at the higher level for the full calendar year in which an employee becomes eligible for additional vacation. This vacation shall be taken in the next calendar year.

Section 4. Hire anniversary date, for the purpose of vacation, shall be used only to establish eligibility for the next highest vacation bracket. In order to receive the additional vacation, an employee must have, on his/her anniversary, completed the year specified in the vacation schedule.

Section 5.

- A) Years as stated in sub-section (A) of this Article shall be years of service. Days are calendar days.

At completion of first year through fifth year.....	10 days
At completion of sixth year.....	15 days
At completion of twelve years.....	20 days
At completion of seventeen years.....	25 days
At completion of twenty one years.....	30 days

- B) Vacation for employees shall be as follows:
- C) Days as stated in sub-section (B) of this Section shall be eight (8) hour days and years shall be years of service.

Section 6.

- A) An employee who leaves the employ of the Employer for any reason will receive vacation pay for any vacation that he/she may have been eligible for if not already taken at the time of termination.
- B) No employee will be granted a calendar year more than the eligible periods spelled out in Section 5(B) except when the employee retires or terminates his/her service with the Employer.
- C) Vacation time under the provisions of this sub-section shall not accumulate from one year to another, except where specifically stated and if not taken shall be forfeited.
- D) Absence on account of sickness, injury or disability in excess of that hereafter authorized for such purpose, may at the request of the employee and within the discretion of the Department Head, be charged against vacation leave allowance, provided it has been requested in advance of the days taken.
- E) The Department shall keep records of vacation leave allowance and shall schedule vacation leaves with particular regard, insofar as possible, to the employee's departmental seniority.
- F) During the vacation herein provided for, the employee shall be entitled to full pay for such period at the regular rate of compensation.
- G) Splitting of vacation shall be allowed, but an employee shall not pick his second choice until all others below stated in Section 6, sub-section (I) have selected their first choice.
- H) Any employee having service credit with the Employer, prior to the hiring date with the Employer, shall have this credit applied to his/her anniversary date with

the Employer for the purpose of vacation.

- I) The vacation selection list shall be posted on December 1st and all selections shall be made by February 1st. Employees shall sign-up for vacation periods desired and the vacation shall be scheduled by seniority. In event of any vacation conflict, the senior employee will be given preference. In event an employee does not choose to schedule vacation during the sign up period, any vacation thereafter shall be scheduled on a first request basis subject to approval and operational needs of the Department. Cancellation of prescheduled vacation by the employee will negate their seniority status and any future vacation requests will be based on the operational needs of the Department.

Section 7.

- A) Any employee selling any portion of his/her vacation as specified in Section 7(B) or who leaves the employment of the Employer for any reason other than retirement, shall be paid as follows:

Annual Base Salary Divided by Annual Normal Scheduled Hours = Hourly rate
(x's) unused vacation

- B) An employee after completion of ten (10) years of service, may elect, with the approval of the Department Head, to be paid at regular rates for any unused vacation.

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ARTICLE XXII
LONGEVITY PAY

Section 1. All Bargaining Unit employees shall be paid on the second pay in June and the first pay in December of each year, according to the following service credit and longevity rate pay schedule as follows:

YEARS OF CONTINUOUS SERVICE COMPLETED	MONTHLY PAYMENT		
	2006	2007	2008
4	\$ 30.00	\$ 30.00	\$ 30.00
10	\$ 70.00	\$ 70.00	\$ 70.00
15	\$ 90.00	\$ 90.00	\$ 90.00
20	\$ 110.00	\$ 110.00	\$ 110.00

Section 2. An employee shall advance to the next higher group with years of service in the month of the employee's anniversary date, if the employee's anniversary date is between the 1st and 15th of the month, and in the month following the employee's anniversary date, if the anniversary date is between the 16th and 31st of the month.

ARTICLE XXIII ALLOWANCES

Section 1. Unified Allowance:

Employees in classifications of the Bargaining Unit who have received state certification shall be paid a unified allowance of \$500.00 per year, payable to said employees in two (2) equal installments of \$250.00 on the second pay in June and the first pay in December. The allowance for those employees without state certification shall be \$400.00 paid in two (2) equal installments of \$200.00 on the second pay in June and the first pay in December. The Employer will establish the work uniform for the department.

Section 2. Mileage Allowance:

An employee using a private vehicle for any out-of-City job-related court appearance, pretrial appearance, or any other job-related activities, (not to include Union activities, educational activities, or activities related to becoming licensed by the State of Ohio) shall be reimbursed for mileage at the current federal allowed rate per mile then applicable after completing the appropriate request form.

ARTICLE XXIV **FUNERAL LEAVE**

Section 1.

- A) An employee may be off work with pay, charged against sick leave, up to a maximum of three (3) days for the death of a member of the employee's immediate family, excepting aunts and uncles for whom the maximum shall be one day.
- B) In order to receive payment for a day's funeral leave, the employee must have been scheduled for work on the date or dates for which he requests payment, and if more than one (1) day is claimed [up to a maximum of three (3), must be continuous and occur within and/or include the date of the funeral.

Section 2. Due to seven (7) days per week and 24 hours per day operations, Bargaining Unit employees shall receive four (4) days in the event the death occurred on a Saturday or Sunday and the employee is scheduled to work on the weekend when it occurs.

Section 3. Immediate family for funeral leave shall be defined as follows:

- | | | |
|-------------------------------|-------------------|--------------------------|
| 1. Mother (or legal guardian) | 7. Grandparents | 13. Brother-in-law |
| 2. Father | 8. Children | 14. Sister-in-law |
| 3. Husband | 9. Grandchildren | 15. Foster Children |
| 4. Wife | 10. Brother | 16. Son-in-law |
| 5. Mother-in-law | 11. Sister | 17. Daughter-in-law |
| 6. Father-in-law | 12. Step-children | 18. Spousal Grandparents |
| | | 19. Step Parents |

Section 4. The Safety-Service Director may authorize additional sick leave which shall not be unreasonably withheld for an out-of-state funeral or if special circumstances such as the need to take care of the business affairs of the deceased, necessitates additional time off.

ARTICLE XXV **SICK LEAVE**

Section 1. Sick leave shall be identified as an absence with pay necessitated by:

- A) Illness or injury to the employee;
- B) Exposure by the employee to a contagious disease communicable to other

employees; and

C) Illness, injury or death in the employee's immediate family.

Section 2. All full-time employees shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours of service. An employee who has been laid off, suspended, or is on leave of absence will not accumulate or receive sick leave credit.

Section 3. An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least thirty (30) minutes before the start of his work shift each day he is to be absent.

Section 4. Before an absence may be charged against accumulated sick leave, the Department Head will require such proof of illness, injury or consultations in the form of a written signed statement, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer.

Section 5.

- A) In any event, an employee absent for more than three (3) consecutive scheduled work days must supply a physician's report to be eligible for paid sick leave. In the case of an absence immediately before or after a holiday, the City may require the employee to supply a physician's report to be eligible for holiday pay.
- B) If the employee fails to submit adequate proof for Section 5(A) of this Section, such leave may be considered an unauthorized leave and discipline may be issued. If the Department Head finds that the written statement was falsified, such shall be grounds for dismissal.

Section 6.

- A) Any abuse of sick leave or the unexplainable patterned use of sick leave shall be sufficient cause for an appropriate form of discipline as may be determined by the Employer.
- B) The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined and paid for by the Employer, to establish that he is able to perform his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 7. An employee, after he has exhausted his sick leave, may use his vacation leave to receive pay for time off due to sickness.

Section 8.

- A) When the use of sick leave is due to illness or injury in the immediate family, "Immediate Family" shall be defined to include only the employee's:
- | | |
|-------------|--------------------------|
| 1. Spouse | 4. Step-children in home |
| 2. Children | 5. Mother-in-law |
| 3. Parents | 6. Father-in-law |
- B) An employee who transfers from this Department to another Department of the Employer shall be allowed to transfer his accumulated sick leave to the new Department, *providing that his amount of accumulated sick leave shall not exceed the accumulation limit in his new Department.*
- C) Unused sick leave shall be accumulated without limit. When sick leave is used, it shall be deducted from an employee's credit on the basis of one (1) hour for each one (1) hour of absence from his/her scheduled duty day.
- D) Previously accumulated sick leave of an employee who has been separated from the City service shall be placed to his or her credit upon re-employment in the City Service.

Section 9.

- A) An employee may use two (2) days, sixteen (16) hours of sick leave annually as personal leave.
- B) Except for emergencies, twenty-four (24) hours notice shall be given for a personal leave request. A personal leave request form must be submitted to the City within the time limit unless due to an emergency.
- C) Paid legal holidays shall be excluded from use as a personal leave day.
- D) As an incentive to accumulate sick leave, the City shall grant one (1) additional work day off with pay in the event the employee works six (6) consecutive months without missing a work day, for any reason. The employee may elect to take an additional scheduled work day off to receive an extra day's pay in lieu of the day off.

Section 10. When one or more of the "Paid Legal Holidays" set forth in Article XIX, Section 1 occurs while an employee is on approved sick leave, said employee shall not have such "Paid Legal Holiday" charged against his/her accumulated sick leave time. The employee shall, however, be paid for such "Paid Legal Holiday" as provided for in

Article XIX, Section 2.

Section 11. If an employee has three (3) or more incidents of abuse in any month, the City may require a physician's certificate for any absence in the next ninety (90) days regardless of the length of such absences.

Section 12. Family and Medical Leave Act

Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve weeks of leave during the twelve month period measuring backward from the first day of the leave.

- A) The birth of a son or daughter or to care for a newborn child;
- B) The placement with the employee of a son or daughter for adoption or foster care;
- C) To care for the employee's spouse, son, daughter or parent with a serious health condition; and
- D) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An employee must use accrued sick leave, if the leave qualifies for sick leave under other provisions of this Agreement, or vacation or "comp time" during the leave before the leave of absence is without pay.

The requirements for coverage by the FMLA, the need for medical certification, advance notice for such leave where possible, the continuation of health insurance coverage, the definition of a serious medical condition and the right to reinstatement to a substantially equivalent position are set forth in the statutes and the City's policy.

ARTICLE XXVI
UNPAID LEAVE OF ABSENCE

Section 1. Any employee who believes he or she has justifiable reason may apply for a leave of absence, with the approval of the Superintendent and Safety-Service Director, not to exceed one (1) year for personal reasons. Such leaves shall be granted for good cause if the employee's absence will not adversely affect efficient operation of the Water Treatment Plant.

However, no benefits shall accrue to the employee while on such a leave, except in the

case of a leave granted due to medical disability, to the employee, employee's spouse, and his children, in which case the employee's hospitalization insurance will be maintained by the City but no other benefits shall accrue.

When on such leave due to employee's medical disability, the employee will continue to accrue seniority up to one year for purposes of vacation, longevity and sick time which shall be applicable when the employee returns to full-time duty. No seniority shall accrue if an individual is on personal leave.

Abuse of Leave: If it is found that a leave is not actually being used for the purpose for which it was granted, the City may cancel the leave and direct the employee to report for work by giving written notice to the employee and the Union.

Failure to Report: An employee who fails to report to duty within five (5) working days of the completion or a valid cancellation of a leave of absence without pay, without explanation to the City or their representative, may be removed from the City employment. An employee who fails to return to employment from a leave of absence without pay and is subsequently removed from employment is deemed to have a termination date corresponding to the ending date of the leave of absence without pay.

Section 2. - Medical Leave:

The City upon written request of a disabled Bargaining Unit employee, shall grant such employee a leave of absence without pay, subject to the following:

- A) **Length of Leave:** Leaves of absence shall be limited to the period of time that the pregnant employee is actually disabled. In the case of pregnancy, this period may include reasonable pre-delivery, delivery, and recovery time, as certified by a physician, not to exceed six months. If the employee is unable to return to active work status within six (6) months, such employee may be granted a reasonable extension.
- B) **Physician's Certificate:** An employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to the disability.
- C) **Sick Leave Usage:** Upon request, an employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of medical disability including pregnancy, childbirth, or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as defined in paragraph (A) above.

- D) Vacation Leave Usage: An employee shall, after their exhaustion of sick leave, be permitted to use any or all of the employee's accumulated vacation leave as set forth in Section 3 of this Article.
- E) Request for Leave: Requests for leave of absence, sick leave, personal leave or vacation leave made pursuant to this section are subject to the internal management procedures of the Employer.

ARTICLE XXVII **MILITARY LEAVE**

Military leave, with or without pay, shall be granted as provided by Ohio Revised Code and Ohio Administrative Law.

ARTICLE XXVIII **RETIREMENT/P.E.R.S.**

Section 1. Beginning unit employees who retire in accordance with the rules and regulations of P.E.R.S. (Public Employees Retirement System of Ohio) shall be compensated in a lump sum for that portion of unused sick leave up to the following level:

Employees shall be compensated in a lump sum at the employees' appropriate hourly rate for up to 960 hours, and also receive compensation for 25% of any hours in excess of 960 hours, up to a maximum of 150 additional hours. The maximum allowable lump sum compensation for unused sick leave under this provision is 1110 hours.

Said lump sum payment shall be calculated on the basis of the employee's annual wage on retirement divided by 2080, multiplied by the number of sick leave hours for which he/she is to be paid. Said lump sum payment is to be made in full on the effective date of retirement, provided that the employee has given the Employer six (6) months advance notice in writing.

Section 2. In the event of **the** death of a covered employee, unused sick leave in the maximum amount **as** defined in **Section 1** herein, shall become payable in a lump sum in the employee's name and given to his beneficiary or his estate. Only sick leave credit earned by employment with the Employer may be converted.

ARTICLE XXIX

SAFETY AND HEALTH

Section 1. Safety is a mutual concern of the City and the Union. The City shall utilize all reasonable efforts to maintain safe working facilities, vehicles, tools and equipment. The employees and the Union are expected to cooperate with the City in maintaining safe working facilities, vehicles, tools, and equipment.

Section 2. The City shall make every reasonable effort to comply with applicable safety and health laws, rules and regulations.

Section 3. The City shall provide protective devices and other equipment which it deems necessary to protect employees from accidents and health hazards. The employees agree to wear all protective equipment so provided and the Union agrees to assist the City in obtaining voluntary compliance by employees. This provision shall be reasonably applied.

Section 4. Adequate First Aid Kits shall be maintained at all work areas and work sites. All City vehicles shall carry First Aid Kits in their cabs or other accessible locations.

Section 5. Complaints involving unsafe equipment or conditions should be reported by the employee to his immediate supervisor. If the alleged unsafe equipment or condition is not corrected within a reasonable time, the employee may process a complaint through the grievance procedure or call for an appropriate Union Steward to resolve the issue.

Section 6. In the event a piece of equipment is considered unsafe to operate, the employee shall immediately notify his immediate supervisor. The supervisor shall examine the piece of equipment and, if he determines it to be unsafe for operation, shall not permit the equipment to be operated and so mark the keys to said equipment. Employees shall not be required to operate equipment so marked.

Section 7. The Employer shall provide protection for all Bargaining Unit employees for liabilities arising from their employment, in the form of liability insurance, or in another manner at no cost to the employee (up to the limits of the insurance coverage). The City also shall provide all reasonable necessary legal counsel necessary without cost to the employee or the Union.

ARTICLE XXX
UNION RIGHTS/BULLETIN BOARDS/FACILITIES

Section 1. The Employer shall provide a space on the employees' bulletin board in the lunchroom of the Water Department for the Union to place Union notices for the Union's use. The Union shall be permitted to post notices dealing with Union business as long as the posted material is not political in nature and does not adversely portray the Employer, or any City Official, or any City employee.

Section 2. The Union may use the facilities of the Water Treatment Department to conduct meetings as long as reasonable advance notice, at least twenty-four (24) hours, is given to the Employer when possible. Union representatives and officials may also use City telephones for local calls made necessary by the terms and provisions of this Agreement; however, such calls shall not disrupt the Employer's operations.

Section 3. When the Union believes that it needs to review Employer records or personnel files in order to meet its statutory duty and obligations to represent employees in the Bargaining Unit, as defined and accepted under 1149.43 O.R.C. The Employer shall promptly provide reasonable copies when so requested at no charge to the Union or employees covered under this Agreement.

ARTICLE XXXI
EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City and Union recognize the value of counseling and assistance programs to those employees who have personal problems such as alcoholism, drug habits and other medical or psychological problems, which interfere with the City's efficient and productive performance of his duties and responsibilities. The City and Union will therefore aid such employees who request assistance with such problems. The City and the Union will encourage the employee to seek professional assistance where necessary.

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

The City and the Union agree that employees being rehabilitated will have an income while in the program; therefore, employees participating will be entitled to use their accumulated vacation time and sick leave.

Agreement to this program by the City shall not preclude the City from disciplining an employee who refuses treatment for such problems, or who after treatment, does not correct such problems.

ARTICLE XXXII **LABOR/MANAGEMENT COMMITTEE**

In the interest of sound Labor/Management and to promote harmonious relations, a Labor/Management Committee shall be established.

Meetings shall be held quarterly each year and shall be scheduled at convenient, mutually agreed to times by the parties. Additional meetings may be scheduled by mutual agreement.

The Committee shall be made up of the Employer, and his designee and one (1) member of the local Union. An Ohio Council 8 Staff Representative may attend such meetings and each side may invite one (1) additional member on an "ad-hoc" basis. Additional meetings may be scheduled by mutual agreement.

Labor members of the Committee shall suffer no loss of pay for attending said meetings.

An agenda shall be exchanged at least three (3) working days in advance of the scheduled meeting with a list of the matters to be discussed and acted upon in the meeting.

ARTICLE XXXIII **UNION TIME AND UNION ACTIVITY**

Section 1. The Union shall be entitled to forty (40) hours of time off for internal Union business per calendar year, without loss of pay.

Section 2. Union representatives shall be afforded reasonable time during regular duty hours to fulfill responsibilities with the City, including negotiations, processing grievances, meetings and administration and enforcement of this Agreement without loss of pay or Union time.

Section 3. The Union shall be entitled to carry over unused Union time under paragraph (A) above from year to year. However, at no such time shall that balance exceed eighty (80) hours.

Section 4. There shall be a maximum of two employees permitted off on Union time

under Sections 1 and 3 above on any given shift.

Section 5. In the event the Union should use all time to which it is entitled in any given year, Union shall be permitted additional time off under this Article not to exceed five (5) additional work days, but without pay.

Section 6. It is agreed that any employee within the Bargaining Unit has the right to join the Union for mutual aid or protection and to bargain collectively. Employees also have the right to refrain from being a member of the Union. Neither the City nor the Union shall discriminate against any employee with regard to such choice. It is further agreed that there shall be no discrimination among employees by virtue of participation or non-participation in activities of the Union.

As bargaining agent, the Union is required to represent all employees who are members of the Bargaining Unit fairly and equitably, regardless of their membership or non-membership in the Union. The City and the Union agree there shall be no discrimination against any employee on the basis of race, color, creed, sex, age, handicap, religion or national origin.

ARTICLE XXXIV **JURY DUTY PAY/COURT LEAVE**

Section 1. The City shall grant Jury Duty/Court Leave with full pay to any employee who is summoned for jury duty by any court of competent jurisdiction or if the employee is subpoenaed to Court and required to testify about a matter resulting from his duties as a City employee.

Section 2. Any compensation or reimbursement for jury/court duty received by the employee from the court, when such duty is performed during an employee's normal working hours, shall be turned over to the City.

Section 3. If an employee reports for Jury Duty and is excused that day, he/she shall be required to report to the Water Treatment Plant for work as soon as practical thereafter, except such employee shall not be required to report for work at the Water Treatment Plant if there is less than two (2) hours remaining in the shift. Employees scheduled for Jury Duty may trade shifts with another employee on a different shift as long as it does not interfere with operational needs or cause overtime. Such shift trade will not involve an employee that is on his/her probationary period.

Section 4. Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

ARTICLE XXXV
SAVINGS/SEVERABILITY

If any Article or Section of the Agreement or amendments or supplements thereto shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, amendment or supplement thereto shall be effective and shall remain in full force.

Subject to the above paragraph, and found or made invalid, the City and the Union shall meet within thirty (30) working days thereto to negotiate a legal alternative, if possible.

ARTICLE XXXVI
ACKNOWLEDGMENT

The Union and **the City** 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 understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.

Therefore, the **City** and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

By written mutual agreement, the covenants of this paragraph will be waived for negotiations by the parties and any amendments or supplements to this Agreement shall be in writing, signed and made part of this Agreement and incorporated herein.

However, this clause, notwithstanding, all past practices enjoyed and not bargained about shall remain undistributed. The wages, hours and terms and conditions of employment herein supercede any related Ohio laws, to the extent permitted by law, including all specifications thereunder or related thereto.

ARTICLE XXXVII
TERM OF AGREEMENT

This Collective Bargaining Agreement shall be effective from January 1, **2006** and shall continue through December 31, **2008**, and shall continue in effect from year to year thereafter, unless either party gives written notice to the other party not less than sixty (60) days prior to the termination date of the desire to terminate, modify, or negotiate a Successor Collective Bargaining Agreement.

Signed at Alliance, Ohio, this 24th day of January, 2007.

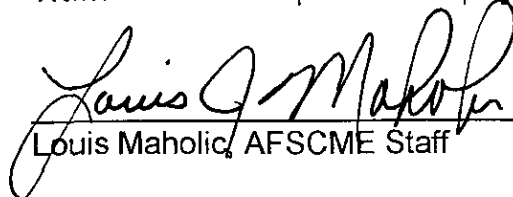
For the CITY OF ALLIANCE



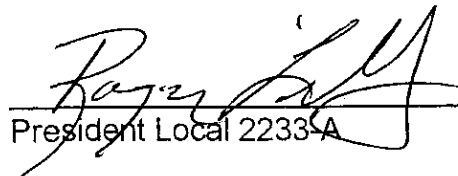
John Blaser
Safety/Service Director

Nicholas Codrea Jr.

For the Local 2233-A, AFSCME, AFL-CIO
Water Treatment Department Employees:



Louis Maholic, AFSCME Staff



President Local 2233-A

APPENDIX A SPOUSAL ELIGIBILITY FORM

ELIGIBILITY QUESTIONNAIRE: SPOUSAL MEDICAL COVERAGE

City of Alliance Health Care Plan

If you want to cover your spouse under the **City of Alliance Health Care Plan**, you must complete and return this Questionnaire to the Office of the Alliance City Auditor. If you do not do so, your spouse will not be covered under the **City of Alliance Health Care Plan**. Note that if your spouse is employed, your spouse's employer must complete Part 2 of this Questionnaire.

Part 1 – EMPLOYEE COMPLETES THIS PAGE FIRST

City of Alliance Employee: _____ SSN: _____

Department: _____

Spouse's Name: _____ SSN: _____

(If no spouse exists, no other action is necessary on your part)

Effective January 1, 2006, the **City of Alliance Health Care Plan's** spousal coverage eligibility provision will be redesigned to require spouses of the City's employees to enroll for other group health care coverage that is available to them as an employee. The memorandum that is attached to this form explains how the new provision works. Please be sure you read it. If you have any questions, you can contact the **City of Alliance Office of the City Auditor**.

ALL EMPLOYEES WHO WISH TO COVER THEIR SPOUSES MUST DO THE FOLLOWING:

1. Answer all the following questions (Y=Yes or True; N=No or False)

Y	N	My spouse is employed and has access to health coverage but must pay 51% or more of the premium cost of individual coverage.
Y	N	My spouse is employed and does not currently have access to a group medical plan.
Y	N	My spouse does not work full-time. (Full-time is defined as having regularly scheduled work hours of 25 or more hours per week.) and does not have access to company-paid medical insurance.
Y	N	My spouse is <u>NOT</u> employed.

2. IF YOUR SPOUSE IS EMPLOYED, HAVE YOUR SPOUSE'S EMPLOYER COMPLETE PART 2 OF THE QUESTIONNAIRE.
3. Read the "EMPLOYEE ACKNOWLEDGEMENT OF RESPONSIBILITY" box below.
4. Sign your name at the bottom of this form.
5. Deliver this completed questionnaire directly to the Office of the City Auditor.

If you answered "Yes" to any of the above questions, your spouse will be covered under the **City of Alliance Health Care Plan** without being required to enroll in other health care coverage that may be available to your spouse. However, your spouse will not be required to enroll in other health care plan coverage for as long as the exception you circled above applies. If the exception for your spouse changes, you are required to complete a new Eligibility Questionnaire and to file it with the **City of Alliance Office of the City Auditor** within 30 days.

EMPLOYEE ACKNOWLEDGEMENT OF RESPONSIBILITY

I have read the attached memo that explains the **City of Alliance Health Care Plan's** eligibility provisions relating to the coverage of my spouse. I have read and completed this Questionnaire. I understand that if my spouse is employed and has other health care coverage that is available, my spouse is required to enroll for that other coverage. I also understand that if my spouse is required to enroll for that other coverage and does not do so, no benefits will be payable under the **City of Alliance Health Care Plan** with respect to any medical or prescription drug claims of my spouse; and that in any such case, neither the **City of Alliance**, nor any employee of the **City of Alliance** or insurer or other provider under the **City of Alliance Health Care Plan**, shall in any way be responsible for payment of any medical or prescription drug claims of my spouse.

I also acknowledge and agree that if I or my spouse (or anyone acting on behalf of either) makes a false statement or withholds information in regard to the COB provisions of the Plan, and any claims are paid that would not have been paid: (i) The **City of Alliance** will have the right to recover the overpayment and seek recovery of any legal fees it incurs, (ii) my entire family's coverage under the **City of Alliance Health Care Plan** will be immediately terminated, and (iii) the payments made on my family's behalf will be recouped and (iv) I may be subject to disciplinary action.

Employee Signature: _____ Date: _____

Part 2 – SPOUSE'S EMPLOYER COMPLETES THIS PAGE

Name of Spouse: _____ SSN: _____

Name of **City of Alliance** Employee: _____ SSN: _____

Spouse's Employer: _____

The **City of Alliance** Health Care Plan requires the spouse of a **City of Alliance** employee to be enrolled for other group health care coverage that may be available to the spouse as an employee of their employer.

To determine whether the spouse of an employee is required to enroll for other available coverage, the **City of Alliance** Health Care Plans require that the employer of a spouse complete the part 2 of the Plan's Eligibility questionnaire. If this Part 2 of the Questionnaire is not completed, the spouse cannot be covered under the **City of Alliance** Health Care or Prescription Plan.

Please complete the box below. Answer all questions in relation to the spouse who is named above. After completing this form, you may return it to the spouse named above, or mail it to **City of Alliance**, Office of the City Auditor, 504 East Main Street Alliance, Ohio 44601. Inquiries can be directed to **City of Alliance** Auditor's Office at (330) 823-5900.

Y	N	Does the spouse have access to group medical and prescription drug coverage through his or her employment?
Y	N	Does the spouse have regularly scheduled work hours that are more than 25 hours per week?
Y	N	Is the spouse required to pay 50% or LESS of the total premium that is required for Individual/Single coverage?

Answering YES to all three of the above questions on this form requires that the spouse be enrolled for the coverage that is available under your employer sponsored health care plan, at least on an Individual/single basis, in order for the spouse to also be covered under the **City of Alliance** Health Care Plans. In that case, please provide the information at the bottom of this form, regarding spouse's coverage.

Company Name: _____

Phone Number: _____ Ext.: _____ Date of Open Enrollment: _____

Company Medical Insurance Payer/Carrier: _____ Plan ID#: _____

Company Prescription Drug Insurance/Payer/Carrier: _____ Plan ID#: _____

Phone: _____ Address: _____

Subscriber: _____ Subscriber SSN: _____

[] Single Coverage Effective Date: _____

[] Family Coverage Effective Date: _____

The above responses are correct to the best of my knowledge.

Employer Representative_____
Date