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**AN AGREEMENT**

**Between**

**THE CITY OF ASHLAND**

**and**

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

**and**

**LOCAL 2313, CITY OF ASHLAND EMPLOYEES**

**Effective: June 01, 2022  
Expires: May 31, 2025**

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**ARTICLE 1                    PREAMBLE**

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

**ARTICLE 2                    PURPOSE AND INTENT**

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

**ARTICLE 3                    MANAGEMENT RIGHTS**

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

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



Union dues revocation: Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

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

6.6 The Union shall have the opportunity to attend new employee orientation sessions conducted by the Employer. The Employer shall provide reasonable notice prior to such sessions. The Union shall have thirty (30) minutes during the duty-time session to explain contractual rights and introduce new employees to the Union. In the event the Employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the Union shall be provided with the name of the employee and his/her duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the Union.

## **ARTICLE 7 NO-STRIKE**

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

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

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

7.4 The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual

operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

## **ARTICLE 8 UNION REPRESENTATION**

8.1 Employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances under the Grievance and Arbitration Procedure of this Agreement, shall be known as stewards and each steward shall be permitted an alternate steward who shall be recognized and be permitted to act as steward only when the regular steward is absent from work.

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

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

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

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

## **ARTICLE 9 UNION ACTIVITY**

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

## **ARTICLE 10 PAYMENT OF UNION NEGOTIATING COMMITTEE**

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

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

**ARTICLE 11                                      LABOR MANAGEMENT COMMITTEE**

11.01 A quarterly meeting may be held between the City, Local Union President and his/her Committee from the Union. Representative of Ohio Council 8 may also be in attendance. Such meeting may be requested by either the party and shall be scheduled at a mutually agreed upon time and place The purpose of the meeting shall be to discuss matters affecting bargaining unit employees, including grievances that may be pending at Step 3 of the Grievance Procedure. The Union shall submit an agenda of items to be discussed three (3) days prior to the meeting. The City shall give its response to each item in writing to the Union within five (5) days subsequent to the meeting.

**ARTICLE 12                                      WORK RULES**

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

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

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

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

**ARTICLE 13                                      JOB DESCRIPTIONS**

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

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

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

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



**ARTICLE 14 PERSONNEL RECORD**

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

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

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

**ARTICLE 15 UNION BULLETIN BOARDS**

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

**ARTICLE 16 PROBATIONARY PERIOD**

16.1 The probationary period for all newly hired employees shall **be six (6) calendar months**. The promotional probationary period shall not exceed sixty (60) actual work days. Any employee demoted to a lower classification shall also be required to serve a six (6) month probationary period. Newly hired employees shall have no seniority during probationary period; however, upon completion of the probationary period, seniority shall start from date of hire. **Newly hired employees shall receive a \$.50 increase upon satisfactory completion of the probationary period.**

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

16.3 **Any newly hired employee will receive an advance of sixty (60) hour of paid sick leave for use during the probationary period provided that the time the sick leave is used it will be supplemented with a doctor's notice. The probationary employee will not accrue sick leave during the probationary period. The employee will start to accrue sick leave only upon completion of the probationary period.**



be affected and what departments(s) are being reduced. Such reductions shall be made in accordance with the provisions hereinafter set forth.

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

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

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

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

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

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

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

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

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

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

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

## Employment.

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

19.13 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the City may grant a reasonable extension, not to exceed the thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

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

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

## **ARTICLE 20 VACANCIES AND JOB POSTINGS**

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

20.2 Any bargaining unit employee who wishes to apply for the posted vacancy must submit his application in writing to the Director of Human Resources' office by the end of the posting period in order to be considered for the position. The written application form is attached hereto as Exhibit "B". Full time bargaining unit employees shall be given first preference of the posted job they may have bid on. In accordance with this article, any bargaining unit employee who bids and is awarded a position to a lower rated or lower paying position cannot be placed higher than the top step of the lower-rated/lower paying position.

20.3 If more than one qualified employee applies for a vacancy, the vacancy shall be awarded to the employee who has the highest degree of qualifications, skill, experience and ability to perform the work in question, as determined at the sole discretion of the Employer. If more than one (1) qualified employee, as reasonable determined by the Employer, applies for a vacancy, the vacancy shall be awarded to the employee who has the highest degree of qualifications, skill, experience and ability to perform the work in question as reasonable determined by the Employer. If the qualifications, skill, experience and ability of the two (2) or more qualified applicants are substantially equal





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

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

**ARTICLE 23 CALL BACK PAY**

23.01 When an employee is called into work at a time which does not abut or overlap his regular shift, he shall receive a minimum of **three (3)** hours pay, or work, at the appropriate rate.

**ARTICLE 24 REPORT IN PAY**

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

**ARTICLE 25 OVERTIME COMPENSATION AND EQUALIZATION**

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

25.2 Full-time employees may receive, in lieu of said overtime, time off with pay at the rate of specified above; provided, however, that any such time off with pay be scheduled subject to the approval of the Division and Department Heads to which such employee is assigned and further subject to the following conditions:

1. Such compensatory time shall be given in lieu of pay, and any such overtime on any day shall be compensated for either as pay or as compensatory time but not as a combination thereof; provided however, overtime to be calculated as compensatory time on any day shall be for a minimum of one hour.
2. **Employees who work overtime may, as an alternative to payment for such time, elect to accumulate the time not to exceed eighty (80) hours, to be taken at a later date as compensatory time. Any overtime worked when an employee has reached the maximum accrual rate shall be paid.**
3. **Requests for compensatory time must be submitted in writing 48 hours in advance of the anticipated and requested time off. Such requests shall be given reasonable consideration. All compensatory time off requests shall be subject to the operational needs of the facility/department. In the event a request is denied based on operational needs the employee may have the requested (but denied) time off converted to cash payment at the employees regular rate of pay, have the**

**compensatory time bank reduced or retain such time in the compensatory time bank.**

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

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

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

The standby personnel for Streets, Water Distribution, Water Treatment Plant (Maintenance personnel only), Waste Water Plant (Maintenance personnel only), Finance Department (Meter Readers only) and Sewer shall consist of not less than one (1) person on a weekly rotating basis. The Employer reserves the right to assign other personnel from other department to standby status for reasons of efficiency of service.

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

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

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



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

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

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

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

25.12 Due to the emergency nature of call outs, an employee who accepts a call out must report to the assigned work place of the division within thirty (30) minutes of being called to be eligible to receive any overtime compensation. Failure to report within this time limit will result in the next eligible employee on the overtime list being called out and the tardy employee being charged as having declined the overtime, sent home, and may be subject to disciplinary action.

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

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

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

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

25.16 The Employer shall not be required to call employees on sick leave, funeral leave, vacation or injury leave until after that employee reports for the next regularly scheduled shift. Employees on all other approved leaves, while in pay status, shall be eligible for overtime.

In the event the Employer inadvertently contacts an employee of another Division who was on sick, funeral, vacation or injury, and such employee accepts the overtime, the Employer shall not be charged with having violated this Section.

**25.17** All overtime actually worked on the sixth consecutive day shall actually be at the rate of time and one-half and all overtime actually worked in on the seventh consecutive day shall be at the rate of double time, provided the employee has worked two (2) or more hours through the 6th day and more than two (2) hours the 7th day except when employee has been previously scheduled to do testing, sampling or similar activities. Overtime worked more than two hours on the sixth consecutive day may be taken in pay or converted to compensatory time. Overtime worked on the seventh consecutive day shall be paid. **Consecutive days worked are not interrupted by a change in the pay period.**

**25.18** Employees assigned to a call out crew shall be paid a weekly stipend of **\$125.00 (one hundred twenty five dollars).**

**ARTICLE 26 HOLIDAYS**

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

- |                        |                        |                     |
|------------------------|------------------------|---------------------|
| New Year's Day         | President's Day        | <b>Juneteenth</b>   |
| Martin Luther King Day | Memorial Day           | <b>Columbus Day</b> |
| Independence Day       | Labor Day              |                     |
| Veteran's Day          | Thanksgiving Day       |                     |
| Day after Thanksgiving | Christmas Day          |                     |
|                        | <b>4 Personal Days</b> |                     |

26.2 If an employee is required to work on one of the above scheduled holidays, he shall receive his holiday pay (8 regular hours) plus either straight time or time and one-half, as appropriate, for the time actually worked except for Christmas Day and **New Year's Day** where the employee shall be paid double-time after four hours of work in addition to the eight (8) hours. Personal days may be used in fifteen (15) minute increments.

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

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

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

**ARTICLE 27 VACATIONS**

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

<b>27.2 Upon Completion of</b>	<b>Number of Weeks</b>
After one (1) year	Two weeks (80) hours
<b>After (5) years</b>	Three weeks (120) hours
<b>After thirteen (13) years</b>	Four weeks (160) hours
After twenty (20) years	Five weeks (200) hours
After twenty-six (26) years	Five weeks-1 day (208) hour
After twenty-seven (27) years	Five weeks-2 days (216) hour
After twenty-eight (28) years	Five weeks-3 days (224) hour
After twenty-nine (29) years	Five weeks-4 days (232) hour
<b>After thirty (30) years</b>	<b>Six weeks</b>

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

**27.4 Vacation shall be taken only at times agreed by the employer and employee. Requests made less than 10-days prior to the commencement of vacation leave shall be considered by the employer but need not be approved due to staffing or operational needs. Time off days immediately prior to, during or after a vacation shall be considered and reported as part of the vacation leave.**

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

27.6 Vacation time may be taken in minimum segments of fifteen (15) minute increments upon the express written approval of the Department Head and the Mayor.

27.7 Prior service with the County or any political subdivision of the State or service with the City of Ashland pursuant to CETA, JTPA or the like shall not be used in

determining service credit for purposes of vacation accumulation.

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

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

## **ARTICLE 28 SICK LEAVE**

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

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

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

28.4 When sick leave abuse may be indicated, before an absence may be charged against accumulated sick leave, the City may require proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the City and paid by the Employer. In any event, an employee absent for more than two (2) working days shall supply a physician's report to be eligible for paid sick leave, if requested by the City.

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

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

Abuse may include, but is not limited to:

1. Consistent usage of sick leave and/or leave without pay in conjunction with scheduled time off of any type;
2. Consistent usage of sick leave, in one day increments or less, as it is earned, resulting in an extremely low balance of sick leave as compared to time in service;
3. Consistent usage of sick leave for non-specific illness.

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

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

28.8 When the use of sick leave is due to illness or injury in the immediate family "immediate family" shall be defined to only include the employee's spouse, children, and step-children residing with the employee; or non-residential children for whom the employee must assume immediate and/or temporary primary care. (Children are defined as under eighteen (18) years of age.); **or parents in emergency situations with the approval of the Division Director.** When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, step-child, brother, sister, parent-in-law and grandparents, grandparents-in-law, grandchild, step- grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal guardian or other person who stands in place of parent (in loco parentis) of the employee.

28.9 Upon the retirement of an employee who has not less than ten (10) years continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Public Employee Retirement System, such employee be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by **one-third (1/3)** the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed **eight-hundred (800) hours.**

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

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

## **ARTICLE 29 MISCELLANEOUS**

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

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

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

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

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

29.6 The Employer and Union agree to the following procedure for scheduling time off:

1. Time off, in this matter, is defined as vacation, personal day, perfect attendance, compensatory time, sick leave, funeral leave, injury leave or holidays.
2. Leaving the job or worksite early, in this matter, is defined as the employee requesting to leave the job or worksite before the work is completed and/or the scheduled ending time. (Requesting to leave at 5pm from a water main break that is anticipated to take until 7pm to complete).
3. It is understood that employees that are assigned during regular working hours on a job that lasts longer than their regular shift assignment will have the first right of refusal if overtime is required to finish the job.
4. Supervisory employees are designated by the Employer as supervisors. In this matter, crew leaders are not considered supervisory employees.
5. The employee shall submit any request for time off or to leave the job or

worksite early to the supervisor in writing following the collective bargaining agreement and employee handbook policies.

6. The Employer expects employees to work as scheduled after regular work hours, weekends and holidays. The work schedule is typically overtime and the employee agrees to the schedule.
7. The supervisor shall approve/disprove the request in writing in a timely manner by signing the employee's written request. If the request is denied, the supervisor shall put the reason in writing.
8. The Employer maintains the right to determine the number of employees needed for the job and the hours of work in accordance with the collective bargaining agreement and employee handbook.
9. The employee is responsible for maintaining the written request.
10. The employee shall not leave the worksite without written approval.
11. In the event a supervisor is not working, the acting supervisor may approve/disprove the request. The Director shall determine the employee who is the acting supervisor.

29.07 Employees that wish to use any city-owned facilities (single golfing, employee pool pass and pavilion rentals) will receive a twenty percent (20%) price reduction on the use of facilities.

## **ARTICLE 30 INJURY LEAVE**

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

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

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

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

**ARTICLE 31 FUNERAL LEAVE**

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

**ARTICLE 32 JURY DUTY**

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

**ARTICLE 33 WAGES**

33.1 Increase wages effective the first full pay period in June 2022, 2023, 2024 as follows:

- 2022 -- 4% for all employees.
- 2023 -- 3% for all employees.
- 2024 – 3% for all employees.

Employees currently receiving stipend(s), licensure/certification and assignment payments will continue to receive them at the current level. If an employee acquires an additional license, they will receive the additional pay as defined. If an employee is not receiving an extra payment for an assignment such as maintenance technician, and is performing those duties, the additional pay as defined will be applied to the hours the work was performed.

Examples:

- a. Currently have a class ii – no additional stipend, acquires a class iii and receive the additional pay
- b. Currently a maintained operating technician – no additional pay, be assigned maintenance operating technician and receive additional pay
- c. Current crew leader – no additional pay, be assigned a crew leader for today and receive crew leader pay for the time worked as a crew leader



**ARTICLE 34 INSURANCE**

34.1 The employer shall offer comprehensive health care to all eligible employees and their dependents. All full-time and employees with a workweek of thirty (30) hours shall be eligible for health benefits. Eligible employees shall receive the same plan and premiums as Ordinance employees.

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

**ARTICLE 35 DRUG AND ALCOHOL NOTICE OF DISCIPLINE**

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

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

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

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

**ARTICLE 37 INCLEMENT WEATHER**

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

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

**ARTICLE 38 INCLEMENT WEATHER AND FOUL WORKING CONDITIONS GEAR**

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

**ARTICLE 39 TOOL ALLOWANCE**

39.01 The City shall provide tools it deems necessary to perform work duties. Mechanics will receive **Twenty-five (\$25.00)** as compensation for use of any personal tools. Any tools broken or damaged while working for the City shall be replaced by the city.

**ARTICLE 40 UNIFORMS**

40.1 Employees who are required to wear uniforms shall be provided five (5) uniforms by the City. Employees shall be responsible for maintenance and laundry. The City

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

40.2 Employees may be reimbursed up to \$200.00 **annually** for boot allowance (new or repair) upon submission of proper documentation. **Meter Readers may be reimbursed for department approved footwear (instead of boots).** This will be available immediately upon employment to a full time position to only those employees needing boots. The Division Director may approve replacement of boots that have deteriorated due to known working conditions to which they are exposed. Any employee may petition the Division Director in writing, with the approval of his/her immediate supervisor, for the replacement of boots that are in poor repair and no longer provide required protection.

**ARTICLE 41 MEDICAL TREATMENT/MEDICATION/ IMMUNIZATION**

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

**ARTICLE 42 HEALTH AND SAFETY**

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

**ARTICLE 43 PAYROLL DEDUCTIONS**

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

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

**ARTICLE 44 EDUCATIONAL ASSISTANCE**

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

**ARTICLE 45 PRINTING OF CONTRACTS**

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

**ARTICLE 46 COMMERCIAL DRIVER'S LICENSE**

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

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

**ARTICLE 47 DISCIPLINE**

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

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

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

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

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

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

**ARTICLE 48 DISCIPLINARY PROCEDURE**

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

48.2 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.
- C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

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

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

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

48.6 Discipline shall not be implemented until either:

- 1. The matter is settled, or
- 2. The employee fails to file a grievance within the time frame provided by this procedure, or

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

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

1. The employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. The employee is entitled to representation by a Union representative at every step of the proceeding.

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

48.9 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

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

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

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

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

#### **ARTICLE 49 GRIEVANCE PROCEDURE**

49.1 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 and except for Step 1, shall have the right to be represented by the Union at all states of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

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

- A. Grievance-A "grievance" shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement.
- B. Aggrieved party-The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- C. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance that is not the aggrieved party.
- D. Days-A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

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

- A. Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this

agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and the Union.
- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- D. The preparation of grievances shall be conducted during non-working hours.
- E. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement.

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

- F. The Union shall have the right to be present at any step of this procedure, even though such presence is not requested by the employee.
- G. This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.
- H. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed with the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- I. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

49.4 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 Department Head will hold an informal meeting with the employee, and his steward if the employee so requests, within five (5) days of the date of the notice by the employee. The Department Head and the employee, along with the employee's steward if the employee so requests, will discuss the issues in dispute with the objective of resolving the matter informally.

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

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

## **ARTICLE 50                      GRIEVANCE MEDIATION**

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

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

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

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

50.5 The mediator may employ all of the techniques commonly associated with



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

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

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

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

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

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

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

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

## **ARTICLE 51                      ARBITRATION PROCEDURE**

51.1 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within (10) days after the rendering

of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately (Union striking first) until one name remains who shall be designated the arbitrator to hear the grievance in question.

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

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

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

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

51.6 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.

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

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

## **ARTICLE 52 CONTRACT OUT/SUBCONTRACTING**

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

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

**ARTICLE 53 CONFORMITY TO LAW**

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

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

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

**ARTICLE 54 TOTAL AGREEMENT**

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

**ARTICLE 55 OBLIGATION TO NEGOTIATE**

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

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

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

**ARTICLE 56 GENDER AND PLURAL**

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

**ARTICLE 57 HEADINGS**

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

**ARTICLE 58 LEGISLATIVE APPROVAL**

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

**ARTICLE 59 DURATION**

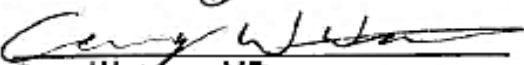
59.01 This agreement shall be in effect for three years starting June 01, 2022 and ending May 31, 2025.

**ARTICLE 60 EXECUTION**

60.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 14 day of JULY, 2022.

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

  
\_\_\_\_\_  
William Canfield, President

  
\_\_\_\_\_  
Cory Watson, VP

  
\_\_\_\_\_  
Shawn M. Daum, Staff Representative,  
Ohio Council 8

FOR THE EMPLOYER:  
City of Ashland, Ohio

  
\_\_\_\_\_  
Matt Miller, Mayor

**APPENDIX "A"**  
**NOTICE OF BUMPING**

**CITY OF ASHLAND:**

**Employee Name:** \_\_\_\_\_

**Employee Classification:** \_\_\_\_\_

**Department:** \_\_\_\_\_

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

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date Submitted**

**Received by:** \_\_\_\_\_

**APPENDIX "B"**  
**CITY OF ASHLAND**  
**APPLICATION FOR VACANCY**

**Name (please print)** \_\_\_\_\_

**Contact number** \_\_\_\_\_

**I wish to apply for the vacancy of** \_\_\_\_\_

**My present classification is** \_\_\_\_\_

**Department** \_\_\_\_\_

**Applicant's Signature** \_\_\_\_\_

**Date of Application** \_\_\_\_\_

**Received by** \_\_\_\_\_

**Date received** \_\_\_\_\_

**APPENDIX "C"**

**NOTICE OF PROBABLE DISCIPLINARY ACTION  
AND EMPLOYEE RIGHTS**

**STEP 1**

To: \_\_\_\_\_

From: \_\_\_\_\_

Re: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Place: \_\_\_\_\_

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

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

\_\_\_\_\_  
Division Director

\_\_\_\_\_  
Date

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

## **EMPLOYEE RIGHTS**

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

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

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

## **RIGHTS**

1. You are entitled to representation by the Union, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will hold a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.
5. You will have ten (10) working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Arbitration Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.



## APPENDIX “D”

(Step II)

### Contents:

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

-OR-

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

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

**City of Ashland  
Employee Warning/Reprimand/Recommendation Record**

Date issued: \_\_\_\_\_ Employee's Name: \_\_\_\_\_

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

**Notice of Disciplinary Action**

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

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Written warning/<br>Documented Verbal | <input type="checkbox"/> Written reprimand/<br>Written warning | <input type="checkbox"/> Recommendation<br>for further Discipline |
| <input type="checkbox"/> Suspension                            | <input type="checkbox"/> Termination                           |   |

**Nature of the violation**

Date of violation: \_\_\_\_\_ Time of violation: \_\_\_\_\_

Division incident # (or NA) \_\_\_\_\_

Place violation occurred: \_\_\_\_\_

Division internal number (if related): \_\_\_\_\_

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

**Specifics of violation** (narrative)

**Action to be taken/recommended**

\_\_\_\_\_  
Date Discipline was issued

\_\_\_\_\_  
Supervisor, Division Director or Appointing Authority

**Agreement**

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
(Initial)

\_\_\_\_\_

Decline union representation

Union Representative Signature

---

**Approval:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Director or Appointing Authority

**Copies:** (check all applicable)

Employee     Supervisor     Personnel file     Division Director     Mayor

**APPENDIX "D"**

**NOTICE OF DISCIPLINARY ACTION FOR THE ABUSE OF  
DRUGS AND ALCOHOL**

To:

From:

Date:

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

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

**DRUGS IN THE WORKPLACE OFFENSE**

**Option A**

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

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

➤ Immediately or at a scheduled time, the employee will report to the Director of Human Resources who will provide the necessary information about counseling appointments and drug screens that must be scheduled and/or completed prior to return to work. All "follow-up" testing will be the financial responsibility of the employee.

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

➤ During the last five days of suspension without pay, the employee shall report to a designated site for drug screening. If the employee tests positive, he/she shall return to modified work on the first day after the suspension until such time as the employee tests negative or up to thirty-two (32) days.

➤ At the time the employee tests negative, he/she shall be assigned to regular duty and subject to random drug screens as described herein for a period of up to three (3) years.

2. If at the end of thirty-two (32) days, the employee tests positive, the employee may be terminated "for cause."

3. The city reserves the right to require a fitness for duty test and will follow the guidelines as described on page \_\_\_\_ of this document.

## **Administration of Follow-up Random Testing:**

### **First Year:**

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

### **Second Year:**

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

### **Third Year:**

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

### **Types of testing:**

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

## APPENDIX "D"

### NOTICE OF DISCIPLINARY ACTION

To:

From:

Date:

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

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

#### ALCOHOL IN THE WORKPLACE OFFENSE

##### **Option A**

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

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

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

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

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

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

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

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

*The employee has the right to appeal the decision of the city's physician at the employee's expense. The doctor providing the second opinion must not be the employee's doctor of record.*

*\* The city and the employee must agree upon a neutral professional physician for the second opinion. If the second opinion is in agreement with the first, the decision is final. If the second opinion is different than the first, a third opinion may be sought, at the city's expense, \*with a doctor who is acceptable to the city and the employee.*

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

### **Administration of Follow-up Random Testing:**

#### **First Year; Second Year and Third Year:**

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

#### **Option B**

Immediate resignation.

#### **Option C**

**Termination for cause**

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

**The City of Ashland has determined to issue discipline per Option \_\_\_\_\_.**

I accept Option \_\_\_\_\_

Re: Option A.

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

---

Employee Signature

Date

---

Appointing Authority Signature

Date

---

Union Representative

Date

Form Approved 12/21/2001  
Revision 7/2003



**APPENDIX "E"**  
**AFSCME – STARTING WAGE**

Classification	2022-2025
Equipment Operator	\$16.75
Arborist	\$16.50
Building Maintenance	\$17.50
Service Worker	\$15.75
Utility Operator	\$15.50
Account Clerk	\$15.90
Meter Reader	\$15.65
Engineering Aide	\$17.00
Transit Driver	\$15.50
Mechanic	\$20.00
Service Technician	\$15.50
GIS Analyst	
Electrician	\$24.45
Electrical Safety	\$24.00
Plumbing Safety	\$24.00
Safety Inspector	\$1.00
Building Inspector	\$1.00

**Employees shall receive a \$.50 increase upon satisfactory completion of the 6 month probationary period.**

License/Certification Stipend

Class I \$0.50

Class II \$1.50

Class III \$2.50

Class IV \$4.00

When performing duties

Maintenance Technician	\$0.28	WT & WWP
Lab Certification	\$0.28	WT & WWP
SCADA	\$0.28	WT & WWP
Lead III Operator	\$1.00	WT & WWP
Distribution/Sewer I	\$0.28	
Distribution/Sewer II	\$0.66	
Crew Leader/Chief	\$1.00	
Sanitation Bonus	\$1.00	

Equipment Operators and Service Workers only will receive the Sanitation Bonus while working in the Sanitation Division. This is to help reduce turnover.

**Confirmation of Receipt**

**AFSCME Contract**

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

**I, (print) \_\_\_\_\_,**  
**acknowledge receipt of a copy of the AFSCME contract that expires 05/31/2022.**

**Signed \_\_\_\_\_**

**Date \_\_\_\_\_**